Life Connected.

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

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Presentation by Jarred Duran on Autism Awareness

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

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

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

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

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

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

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

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

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

E. Review of GIS Historic Dashboard. (Colakovic)

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

V. **OPEN FORUM:**

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

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

VI. **EXECUTIVE SESSION:**

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

A. Discussion regarding former Officer Samuel Hernandez.

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

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

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

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

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

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

H. Discussion on Pump Station land purchase with CISD.

I. Update on Blue Angus condemnation hearing.

Reconvene Into Open Session

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

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

A. Minutes Approval:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. PUBLIC HEARING/ACTION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Collin CAD Property ID 995098, being an approximate 17.75-acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 3; generally located approximately 2,000 feet east of County Road 10 and approximately 2,200 feet north of Fritcher Road (Bunch Living Trust the Marvin L Bunch Trustee),

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

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

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

18. Collin CAD Property ID 2760320, being an approximate 27.8-acre tract of land in Collin County, Texas, legally described as Abstract No. 0387 in the J. E. Heath Survey, Tract 1; generally located at the southwest corner of FM 455 and County Road 946 (Elevated Roofing LLC),

19. Collin CAD Property ID 991813, being an approximate 35-acre tract of land in Collin County, Texas, legally described as Abstract No. 0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 18; generally located north County Road 8 and at the terminus of County Road 54 (Barnett Rebecca A),

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Collin CAD Property ID 2071427, being an approximate 14.88-acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 74; generally located approximately 705 feet north of future Mobberly Road and 1,830 feet east of future Legacy Drive (Shewchuk Dwight M & Rebecca),

7. Collin CAD Property ID 991788, being an approximate 7.54-acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 16; generally located approximately 240 feet north of Mobberly Road and 290 feet west of future Legacy Drive (Barnett, Rebecca A),

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

9. Collin CAD Property ID 1014388, being an approximate 10.66-acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 2; generally located at the southwest corner of Louisiana Drive and County Road 994 (Marinko Living Trust),

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

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

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

13 Collin CAD Property ID 2707587, being an approximate 12-acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 8; generally located at the northwest corner of future Custer Road and County Road 106 (McCauley, Jeffrey David & Mary Jo),

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

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

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

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

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

IX. ACTION ITEM:

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

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

X. ADJOURNMENT:

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

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

_____ _____

Lauren Field, TRMC Date Notice Removed

Deputy City Secretary, City of Celina, TX

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Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Building Safety Month Proclamation

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

Staff Recommendation:
N/A

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Personnel Policy Review

Action Requested:
Introduction of the proposed updates to the Personnel Policy (Peters)

Background Information:
Introduction of the proposed Personnel Policy.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
- Personnel Policy Overview Presentation

Staff Recommendation:

PERSONNEL POLICY
EFFECTIVE JULY 1, 2022

Kristina Peters
Human Resources Director

Attachment: Personnel Policy Overview July 2022 (Personnel Policy Review)

OVERVIEW

Personnel policy is a manual that provides a source of information about the cities polices procedures and administrative directives.

- The objective of the policy is to provide uniform practices within the administration of the City. This uniformity establishes parody, structure, and clarity across all departments.

- The guiding principles for the policy are Servant Leadership, and the City's Core Values of Excellence, Community, Integrity, and Service.

Attachment: Personnel Policy Overview July 2022 (Personnel Policy Review)

TIMELINE

- The personnel policy was previously updated and approved in October of 2021. Those updates reflected changes that included items such as a holiday "bank" program, updated sick leave pool and changed President's Day to a floating holiday. We also had several minor changes throughout the document.

- The current update was derived from a review of the policy and allowed time for the new HR Director to review and implement a more streamlined document. Council should anticipate updates to the policy every one to two years in order to stay current with legislative mandates, new workforce environment, and uniformity across departments.

- This policy is provided in work session on May 10th, it is proposed for approval on June 14th by Council. It is planned to be effective for all employees July 1st. The timeframe between May 10th and June 14th allows for Council, the Executive team, The Police and Fire Associations and Directors to review.

Attachment: Personnel Policy Overview July 2022 (Personnel Policy Review)

OBJECTIVE

The policy reviews specific and overarching objectives:

Specific:

- Add a Telework and Return To Work Program
- Streamline the document for consistency, lack of duplication and overall ease of use
- Redirecting federal guidelines to reflect most up to date information available

Overarching:

- Correcting format, spelling, and grammar to improve clarity
- Ensure policies are following state and local laws
- Have competitive policies that assist with recruitment of high talent
- Create parody between all departments

Attachment: Personnel Policy Overview July 2022 (Personnel Policy Review)

KEY CHANGES

- Overall streamline of document to clarify procedure and remove duplications or excessive wording
- Added Telework Policy
- Added a Return-to-Work Program
- Added payout of sick leave effective July 1st
- Updated Standards of Conduct
- Changed appeal process for demotion, suspension without pay or termination to a panel format

Attachment: Personnel Policy Overview July 2022 (Personnel Policy Review)

ADDITIONAL CHANGES

- Removed procedures throughout – Document is intended for policy only and procedures will continue to change and evolve
- Added offboarding guidelines and exit interview
- Removed minimum of 12 months to be considered for re-hire as well as 6 months for transfer
- Updated inclement weather to be more streamlined
- Adjusted nepotism within designated departments
- Made probationary period for promotions/demotions 3 months to be consistent
- Removed Benefit Plan Detail– this is ever changing and provided at new hire and open enrollment to all employees
- Streamlined sick leave policy
- Simplified classification process
- Changed vacation time allowable for use at time of hire as accrued
- Added FMLA Definitions
- Streamlined vehicle operating standards
- Added additional clarification on reimbursement for travel with those employees that receive a personal vehicle car allowance
- Removed Safety Portion – Safety Manual in production and will be managed by Risk,

QUESTIONS?

Attachment: Personnel Policy Overview July 2022 (Personnel Policy Review)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, Deputy City Secretary
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Review of GIS Historic Dashboard

Action Requested:
Review of GIS Historic Dashboard (Colakovic)

Background Information:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Neighborhood Integrity Program Worksession

Action Requested:
Inaugural FY 2022 Neighborhood Integrity Program grants presentation and proposed recipients (Satarino)

Background Information:
The City of Celina's Neighborhood Integrity Program (NIP) provides grants to support Celina neighborhood groups in initiatives for the public benefit. The program seeks creative and sustainable projects that enhance the physical and aesthetic conditions of the City's neighborhoods, increase the City's unique identity, and increase the quality of life for its residents.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
The City will recommend Council approval for specific neighborhood integrity program grants through an agreement.

Legal Review:
Legal review completed by City Attorney

Supporting Documents:
Neighborhood Integrity Program Presentation

Staff Recommendation:

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Discussion regarding Samuel Hernandez

Action Requested:
Discussion regarding former Officer Samuel Hernandez

Background Information:
N/A

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
N/A

Staff Recommendation:

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, Deputy City Secretary
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Discussion on Legacy Hills Amendment

Action Requested:
Discussion regarding an amendment to the Legacy Hills Development Agreement.

Staff Recommendation:

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, Deputy City Secretary
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Discussion on Amendment to Uptown Development Agreement

Action Requested:
Discussion regarding an amendment to the Uptown Municipal Utility District

Staff Recommendation:

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, Deputy City Secretary
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Discussion on Agreement with Joe East

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

Staff Recommendation:

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City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, Deputy City Secretary
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Discussion on Agreement with Gran Sweets

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

Staff Recommendation:

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City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, Deputy City Secretary
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Discussion on Agreement with Swirls Bakery

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

Staff Recommendation:

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, Deputy City Secretary
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Discussion on Celina 100 Development Agreement

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

Staff Recommendation:

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, Deputy City Secretary
CC:	Kim Brawner, Executive Director of Public Services
Date:	May 10, 2022
Re:	Pump Station Land Purchase with CISD

Action Requested:
Discussion on Pump Station land purchase with CISD

Background Information:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Field, Deputy City Secretary
CC:	Kim Brawner, Executive Director of Public Services
Date:	May 10, 2022
Re:	Blue Angus condemnation hearing

Action Requested:
Update on Blue Angus condemnation hearing

Background Information:

Alternatives:

Financial Considerations:

Legal Review:

Staff Recommendation:

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, APRIL 12, 2022
5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Terry called the Regular Meeting of the Celina City Council to order at 5:00 p.m. on Tuesday, April 12, 2022, and announced a quorum was present.

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Volunteer Week Proclamation (Terry)

Mayor Terry presented various city volunteers with a proclamation in recognition of Volunteer Week.

B. Celina High School Cheer State Championship Proclamation (Terry)

Mayor Terry presented the Celina High School cheerleaders with a proclamation in recognition of their State Championship.

C. Celina Las Gatitas Nationals Proclamation (Terry)

Mayor Terry presented the Celina High School Las Gatitas dance team with a proclamation in recognition of their National Championship.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

Minutes Acceptance: Minutes of Apr 12, 2022 5:00 PM (Minutes Approval)

A. 5540 : Recognition of 2021 Service Award, Core Value Award, and Employee of the Year Recipients

Mayor Terry recognized the 2021 Service Award, Core Value Award, and Employee of the Year recipients.

B. Introduction of new employees, recognitions, promotions. (McAfee/Webb)

C. Overview and Discussion of 2022-2024 Strategic Plan (Satarino)

Anthony Satarino, Strategic Services Manager, provided an overview of the 2022-2024 Strategic Plan.

D. Update on Senior Citizen Building Remodel (Webb)

Cody Webb, Director of Parks, provided an update on the renovations to the Senior Center.

E. Discussion on Proposed Texas New Mexico Power Transmission Line (Brawner)

Kim Brawner, Assistant City Manager, presented an updated on the proposed Texas New Mexico Power Transmission line.

V. OPEN FORUM:

VI. EXECUTIVE SESSION:

The City Council convened into Executive Session at 5:41 p.m.

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

A. Disucssion Regarding Amended and Restated Agreement to Convey Real Property between Jon Cox Ousley Family Trust and the City of Celina for the purchase of property to be developed in the future as a City park, to include entering a future agreement with a foundation for the display of sculptures/public art in the future City-owned park.

B. Disucssion Regarding Joint Purchase Agreement with Celina ISD for SE Pump Station located on future Old Glendenning Rd (current CR 90), approximately 0.3 Miles West of future S Coit Rd (current CR 87)

C. Discussion Regarding a Public Facilities Corporation

Reconvene Into Open Session

The City Council reconvened into Open Session at 6:01 p.m.

D. Consider and Act Upon Any Items Discussed in Executive Session

Upon a motion by Councilmember Pierce and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve the Amended and Restated Agreement to Convey Real Property between Jon Cox Ousley Family Trust and the City of Celina for the purchase of

Minutes Acceptance: Minutes of Apr 12, 2022 5:00 PM (Minutes Approval)

property to be developed in the future as a City park, to include entering a future agreement with a foundation for the display of sculptures/public art in the future City-owned park.

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

VII. CONSENT AGENDA:

Councilmember Wigginton requested Consent Agenda Item O be tabled for discussion at a later date.

Upon a motion by Councilmember Wigginton and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to approve items A-N on the Consent Agenda.

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

A. Minutes Approval:

1. City Council - Regular Meeting - Mar 15, 2022 5:00 PM

B. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Celina Real Estate, L.P. for a facilities agreement regarding use of property for Cajun Fest. (Monaco)

C. Consider and act upon a resolution of the City Council of the City of Celina, Texas, renaming certain portions of County Road 86 to Coit Road. (County Road 86 Name Change) (Colakovic)

D. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 79 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of future Glendenning Parkway and future Legacy Drive. (First Leo Portion (Legacy North) - C-3 Expedited Annexation Service Agreement) (McAfee)

E. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 3.3 acres within the Extraterritorial Jurisdiction (ETJ), generally located west of Custer Road and approximately 1,800 feet north of Ousley Boulevard. (Creek Pointe Estates ROW - C-3 Expedited Annexation Service Agreement) (McAfee)

Minutes Acceptance: Minutes of Apr 12, 2022 5:00 PM (Minutes Approval)

F. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Phase #1 of the Mosaic Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #1 Assessment Roll; directing the filing of the proposed Phase #1 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on May 10, 2022, to consider an ordinance levying assessments on property located within Phase #1 of the Mosaic Public Improvement District. (Mosaic – PID Pre-SAP) (Pollard)

G. Consider and act upon an amendment to Exhibit A of Ordinance 2000-45 to modify for the addition of school zones for the Celina ISD. (Glasgow)

H. Consider and act to award bid 2022-0131 for Doe Branch Bank Stabilization at the unit prices listed to Ark Contracting Services, LLC in an amount not to exceed $155,330.00. (Berry)

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

J. Consider and Act to authorize the purchase a utility tractor for fiscal year 2022 for the Parks Department from Zimmerer Kubota & Equipment in an amount not to exceed $34,005.48. (Berry)

K. Consider and Act to authorize the purchase of a Chevrolet 1500 truck for fiscal year 2022 for the Utility Billing Department from El Dorado Chevrolet in an amount not to exceed $36,428.00. (Berry)

L. Consider and Act to authorize the purchase of a Chevrolet 1500 truck for fiscal year 2022 for the Public Works Department from El Dorado Chevrolet in an amount not to exceed $36,428.00. (Berry)

M. Consider and Act to authorize the purchase of two Ford Ranger Supercab trucks for fiscal year 2022 for the Parks Department from Silsbee Ford in an amount not to exceed $60,766.44. (Berry)

N. Consider and act to purchase IT Hardware through a cooperative contract with the State of Texas Department of Information Resources (DIR) in an amount not to exceed $1,596,945.78. (Berry)

O. Consider and act upon a resolution adopting the City's Local Preference Policy; Incorporating Recitals and providing an effective date. (Berry)

Item was tabled for discussion at a later meeting.

VIII. PUBLIC HEARING/ACTION:

Minutes Acceptance: Minutes of Apr 12, 2022 5:00 PM (Minutes Approval)

A. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 3.3 acres within the Extraterritorial Jurisdiction (ETJ), generally located west of Custer Road and approximately 1,800 feet north of Ousley Boulevard. (Creek Pointe Estates ROW - Annexation) (McAfee)

Mayor Terry opened the public hearing at 6:03 p.m.
With no one wishing to speak, Mayor Terry closed the public hearing at 6:03 p.m.

Upon a motion by Councilmember Anderson and a second by Councilmember Steiner, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-31.

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

B. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 79 acres within the Extraterritorial Jurisdiction (ETJ), generally located at the northwest corner of future Glendenning Parkway and future Legacy Drive. (First Leo Portion (Legacy North) - Annexation) (McAfee)

Mayor Terry opened the public hearing at 6:07 p.m.
With no one wishing to speak, Mayor Terry closed the public hearing at 6:07 p.m.

Upon a motion by Councilmember Steiner and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-36.

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

C. Conduct a public hearing to consider and act upon a request to zone approximately 788 acres to a Planned Development (PD) with a base zoning of the Dallas North Tollway Overlay District (DNTO) and Mixed-Use District (MU), with modified regulations, generally located at the northwest corner of future Glendenning Parkway and future Legacy Drive. (Legacy North (First Leo) - PD Zoning) (McAfee)

Mayor Terry opened the public hearing at 6:07 p.m.
With no one wishing to speak, Mayor Terry closed the public hearing at 6:07 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Anderson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-32.

Minutes Acceptance: Minutes of Apr 12, 2022 5:00 PM (Minutes Approval)

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

D. Conduct a public hearing to consider and act upon a request to rezone approximately 7 acres to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO), generally located at the northeast corner of Preston Road and Glendenning Parkway, within the City Limits. (Summit Commons - Rezoning) (Mohan)

Mayor Terry opened the public hearing at 6:09 p.m.
With no one wishing to speak, Mayor Terry closed the public hearing at 6:09 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Anderson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-33.

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

E. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Celina Hills Public Improvement District Service and Assessment Plan, including the assessment roll; making a finding of special benefit to property within the Celina Hills Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Celina Hills – Levy Ordinance) (Pollard)

Mayor Terry opened the public hearing at 6:11 p.m.
With no one wishing to speak, Mayor Terry closed the public hearing at 6:11 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-34.

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

IX. ACTION ITEM:

A. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Celina Hills Public Improvement District Project); approving and authorizing related agreements; and providing an effective date. (Celina Hills - PID Bond Ordinance) (Pollard)

Upon a motion by Councilmember Pierce and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2022-35.

Minutes Acceptance: Minutes of Apr 12, 2022 5:00 PM (Minutes Approval)

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

B. Consider and act upon all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto. (Stovall)

Upon a motion by Councilmember Steiner and a second by Mayor Pro Tem Koehne, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2022-20R.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Justin Steiner, Place 1
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

C. Consider and act upon of all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto. (Stovall)

Upon a motion by Councilmember Wigginton and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2022-21R.

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

D. Consider and act upon an amendment to the resolution adopting the City of Celina Property Assessed Clean Energy Program ("City of Celina PACE"). (Satarino)

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Koehne, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2022-25R.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Steiner, Pierce, Wigginton, Hopkins, Koehne, Anderson

E. Discussion regarding City Secretary’s verification of whether there are sufficient signatures to the petition for annexation of approximately 1,079 acres, in the extraterritorial jurisdiction; generally located north of future Frontier Parkway, east of FM 1385, south of Marilee Road, and west of future Peterman Parkway, as described below. (21-02 Annexation Petition Verification) (Field)

Deputy City Secretary Field provided verification of sufficient signatures to the petition for annexation of approximately 1,079-acres, in the extraterritorial jurisdiction; generally located north of

Minutes Acceptance: Minutes of Apr 12, 2022 5:00 PM (Minutes Approval)

the future Frontier Parkway, east of FM 1385, south of Marilee Road, and west of future Peterman Parkway.

F. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 1,079 acres, in the extraterritorial jurisdiction; generally located north of future Frontier Parkway, east of FM 1385, south of Marilee Road, and west of future Peterman Parkway, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (21-02 Annexation Petition Verification Resolution) (White)

Upon a motion by Councilmember Hopkins and a second by Councilmember Anderson, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2022-23R.

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

G. Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 536 acres, in the extraterritorial jurisdiction; generally located north of future Punk Carter Parkway, east of FM 1385, south of Marilee Road, and west of future Peterman Parkway, as described below. (21-03 Annexation Petition Verification) (Field)

Deputy City Secretary Field provided verification of sufficient signatures to the petition for annexation of approximately 536-acres, in the extraterritorial jurisdiction; generally located north of future Punk Carter Parkway, east of FM 1385, south of Marilee Road, and west of future Peterman Parkway.

H. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 536 acres, in the extraterritorial jurisdiction; generally located north of future Punk Carter Parkway, east of FM 1385, south of Marilee Road, and west of future Peterman Parkway, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (21-03 Annexation Petition Verification Resolution) (White)

Upon a motion by Councilmember Wigginton and a second by Councilmember Steiner, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2022-24R.

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

X. ADJOURNMENT:

The Regular Meeting of the Celina City Council was adjourned at 6:26 p.m. on Tuesday, April 12, 2022.

Minutes Acceptance: Minutes of Apr 12, 2022 5:00 PM (Minutes Approval)

_____
Sean Terry, Mayor

_____ _____
Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Apr 12, 2022 5:00 PM (Minutes Approval)

Life Connected.

Human Resources
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Quarterly Human Resources Update Presentation

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

Background Information:
Provide a quarterly report on HR related topics such as turnover, employment opportunities, headcount, and other updates.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Second Quarter HR Summary Report

Staff Recommendation:

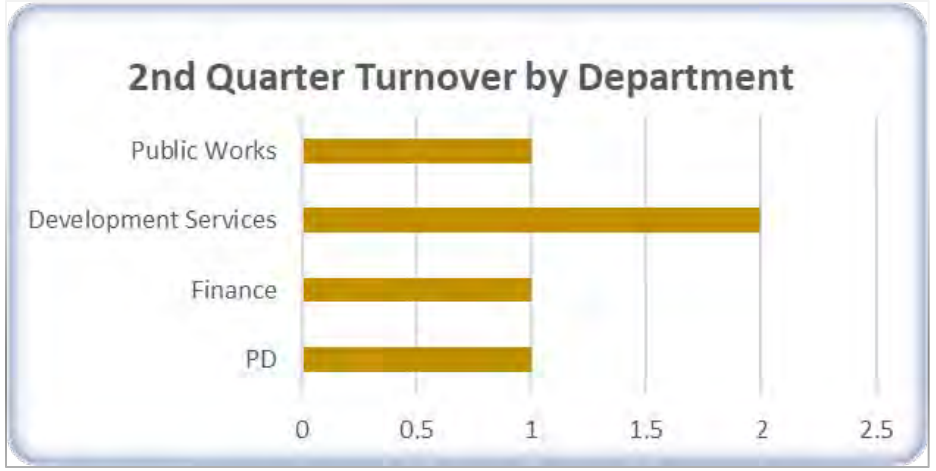
HR SUMMARY REPORT

January – March 2022
Kristina Peters

EMPLOYEE TURNOVER

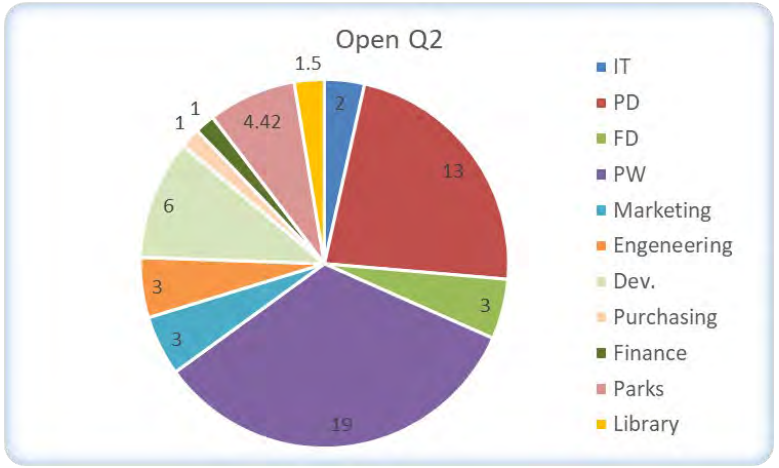
Total Turnover Rate of 2nd Quarter was 2.23% which is a decrease from 1st Quarters turn over rate of 5%

- City of Celina had 31 new hires in the 2nd Quarter
- City of Celina had 5 employees exit the organization in the 2nd Quarter
- Reasons for exit varied between retiring, finding another job and termination from employment

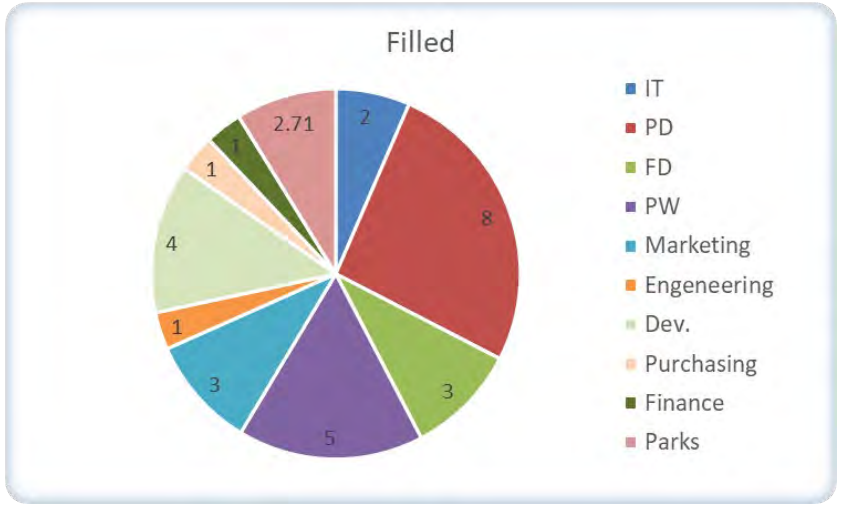


Attachment: 2nd Quarter PowerPoint (Quarterly Human Resources Update)

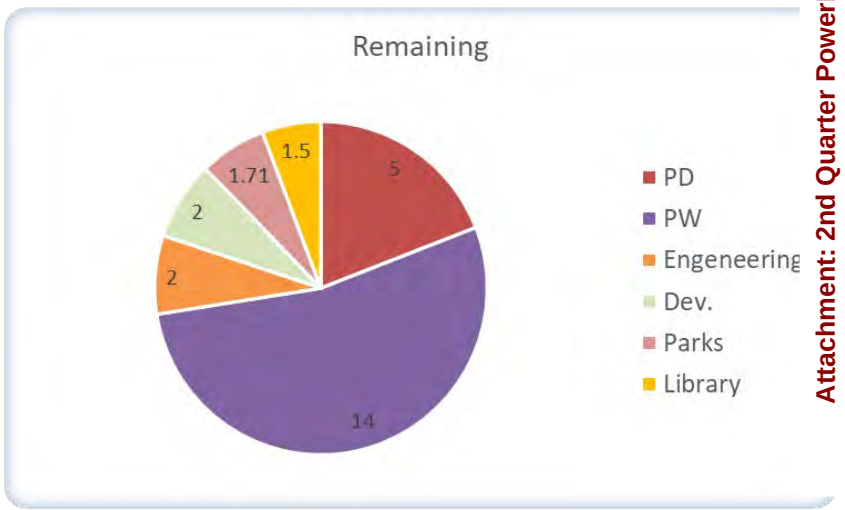
EMPLOYMENT OPPORTUNITIES



56.92 Total open positions Q2



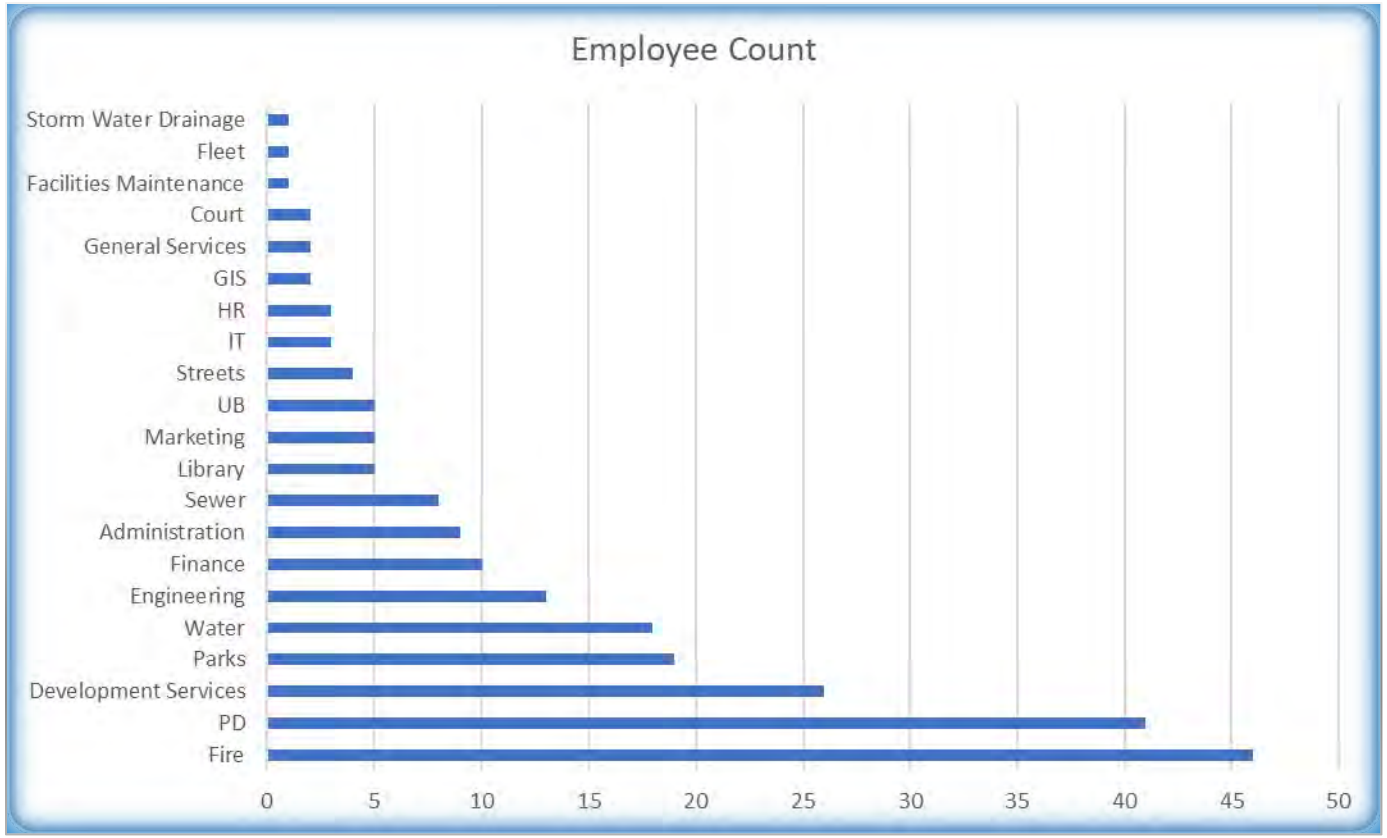
30.71 Total filled positions Q2



26.21 Total remaining positions

Attachment: 2nd Quarter PowerPoint (Quarterly Human Resources Update)

HEADCOUNT



Total Head count at the end of Q2 was 226.

Female
56

Male
168

Attachment: 2nd Quarter PowerPoint (Quarterly Human Resources Update)

HR UPDATES

- Completed Employee Life Cycle 101 Guide and held training for all Supervisors and Managers
- In partnership with TML, hosted the Tony Korioth Supervisor Academy Program. Twenty supervisors and managers were nominated and spent two days focusing on cultivating leadership skills, team building techniques, and communication skills
- RFP in progress for Health and Benefits Broker
- Completed Policy Review
- Clearinghouse procedures implemented city-wide to ensure compliance
- Fleet and Mobile Equipment schedules updated and submitted for upcoming rerate
- Employee Picnic took place on April 27th at Old Celina Park

Attachment: 2nd Quarter PowerPoint (Quarterly Human Resources Update)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Quarterly Investment Report for the period ended March 2022

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

Background Information:
The purpose of this item is to provide City Council an overview of the City's cash and invested balances for the fiscal period ending March 31, 2022.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Q1 2022 Investment Report

Staff Recommendation:
Review and Acceptence

City of Celina
Quarterly Report
Quarter Ending: 3/31/2022

Economic Outlook:

In spite of Russia's invasion of Ukraine, a tight labor market combined with high and rising inflation has firmed expectations for the Fed to begin moving further away from excess accommodation. January data on jobs, job openings, retail sales and industrial production have whipsawed thoughts of the economy being in a soft patch. Along with inflation, as measured by the Consumer Price Index (CPI), at a 40-year high of 7.5% and the Fed's preferred inflation gauge, the core PCE deflator at 5.1%, the highest since 1983, many argue that the Fed is behind the curve and needs to be very aggressive.

On a global basis, food prices will continue to rise as 13% of global corn exports and 12% of wheat flowing from Ukraine are at stake. Excluding food and energy, core inflation measures are also on the rise, indicating price pressures are broadening. Wage pressures continue to build and point to a more persistent source of price pressures, making inflation uncomfortably high for consumers, businesses and the Fed.

The Ukraine-Russian war poses upside risks to inflation and downside risks to economic growth. This comes as data showed the economy regained its footing in January. Global unrest could spook American consumers prompting them to cut back on spending and other economic activity. The magnitude of the potential economic fallout being unclear argues for the Fed to be measured and predictable in the rate normalization process. Uncertainty equates to market volatility, which also complicates the already tricky calculus of the Fed. However, Fed policymakers are signaling that inflation is their number one concern.

-Samco Capital

Listing by Maturity Date			12/31/2021		3/31/2022					
Investment	Institution	Account	Beginning	Interest Earned	Other Transactions	Ending	% of Total Portfolio	Unrealized G/L	Interest Rate	Avg Weighted Yield to maturity of Portfolio Compared to Benchmark*
Public Fund Now A	Independence Bk	#0052 GF MMA	$ 11,758,749	$ 7,120	$ (7,825,235)	$ 3,940,634	1.9%	0	0.5%	n/a
			major transactions:	1	$ (10,000,000)	*Transferred out $10 million to TexPool #0007 account*				
					$ 2,175,000	*Permits and Court Fees Collected*				
Public Fund Now A	Independence Bk	#1532 WS MMA	$ 14,381,753	$ 19,420	$ 2,513,748	$ 16,914,921	8.0%	0	0.5%	n/a
			major transactions:		$ 2,535,000	*Utility Payment fees collected*				
Public Fund Now A	Independence Bk	#8142 Pooled Cash	$ 31,531,283	$ 48,146	$ 6,560,111	$ 38,139,540	18.0%	0	0.5%	n/a
			major transactions:		$ 10,000,000	*Legacy Hills #1 Treatment Plant from developer.*				
					$ 3,830,000	*Property Tax*				
					$ 3,480,000	*Permits*				
					$ 1,835,000	*Sales Tax*				
					$ (1,750,000)	*Upper Trinity*				
					$ (3,601,792)	*Payroll*				
					$ (4,445,000)	*Bond Payments*				
					$ (7,280,000)	*CIP*				
Public Fund Now A	Independence Bk	#0258 Old Acct	$ 773,420	$ 1,021	$ 128,669	$ 903,110	0.4%	0	0.5%	n/a
Public Fund Now A	Independence Bk	#4191 Forfeiture	$ 37,797	$ 47	$ 497	$ 38,342	0.0%	0	0.5%	n/a
Public Fund Now A	Independence Bk	#9907 I&S Fund	$ 14,532,610	$ 20,028	$ 2,331,873	$ 16,884,511	8.0%	0	0.5%	n/a
			major transactions:		$ 1,922,000	*Property Taxes*				
Pooled	TexPool**	#0007 GenFund A	$ 125,519,900	$ 28,308	$ 10,000,000	$ 135,548,208	63.8%	0	0.0%	n/a
			major transactions:	1	$ 10,000,000	*Transferred in $10 million from Independence Bank acct #0052*				
Pooled	TexPool**	#0006 W&S Acct	$ 3,363	$ 1	$ -	$ 3,363	0.0%	0	0.0%	n/a
		Total	$ 198,538,875	$ 124,094	$ 22,409,871	$ 212,372,630	100.0% avg		0.4%	

** All investments are in interest bearing accounts with terms of same day cash available upon demand.*

***TexPool WAM 30 days as of 03.31.2022 (https://www.texpool.com/texPool/pools/historical-monthly-average-performance/investment-pools/texpool.do). Maximum allowed is 100%.*

The City of Celina's investment portfolio is in compliance with the State Law and the investment strategy and policy approved by the City Council.

Robin Bromiley 5/2/2022

Robin Bromiley, Director of Finance/Investment Officer *Date*

Attachment: Q1 2022 Investment Report (Quarterly Investment Report for the period ended March 2022)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	FY2021 - 2022 - 2nd Quarter Budget Summary Report

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

Background Information:
Provide management update on FY2021-2022 Operating Budget for General Fund and Water/Wastewater Fund as of the period ended March 31, 2022.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

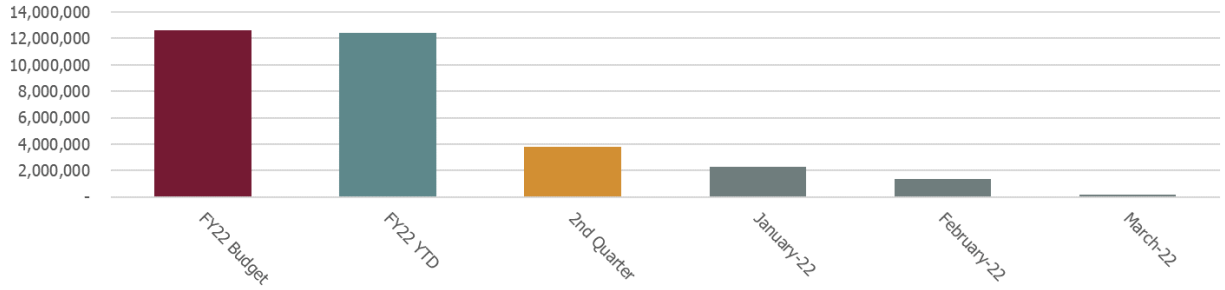
Supporting Documents:
Budget Summary Report
FY2021-2022 -- 2nd Quarter 03/31/2022

Staff Recommendation:
Approval

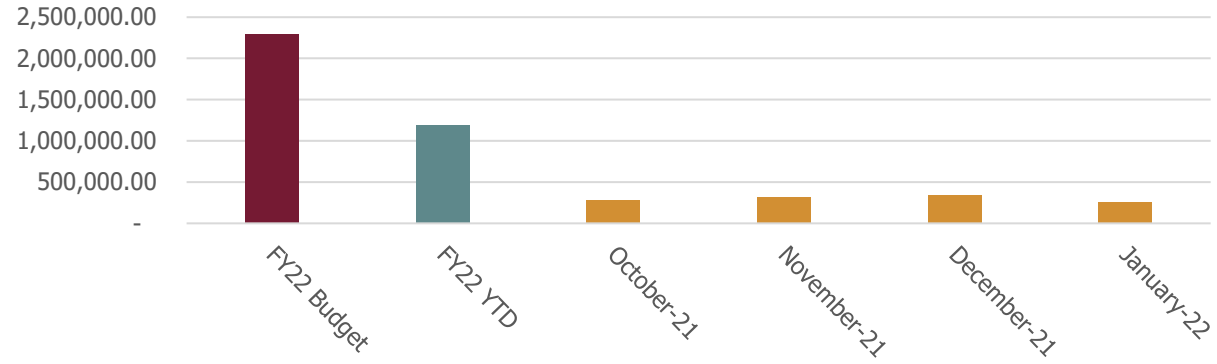
Budget Summary Report
FY 2021-2022 – 2nd Quarter 03/31/2022

General Fund

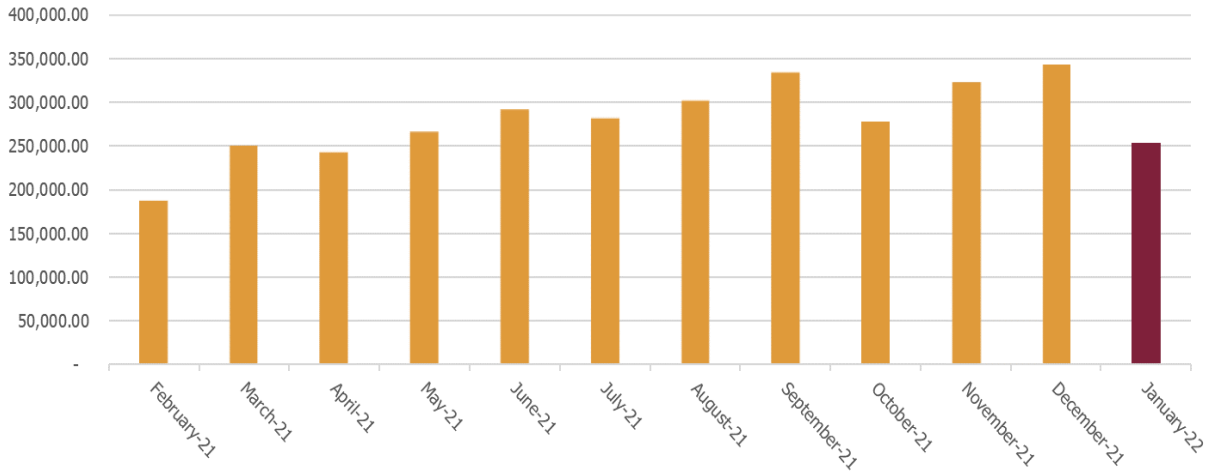
Property Taxes



Sales Tax



Rolling 12 Months – Sales Tax[1]

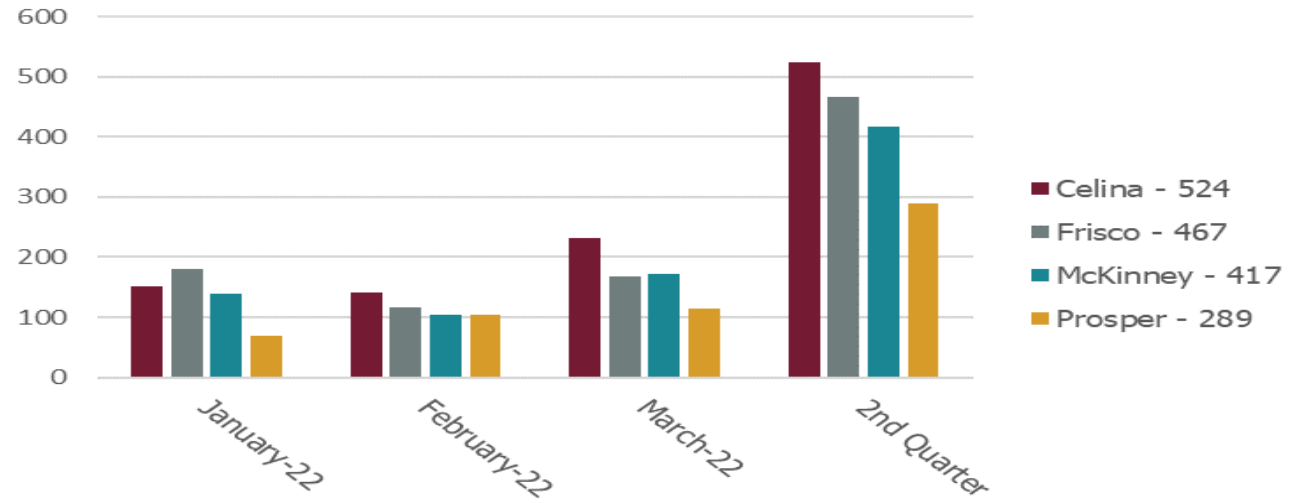


[1] Taxes are received two months after collections.

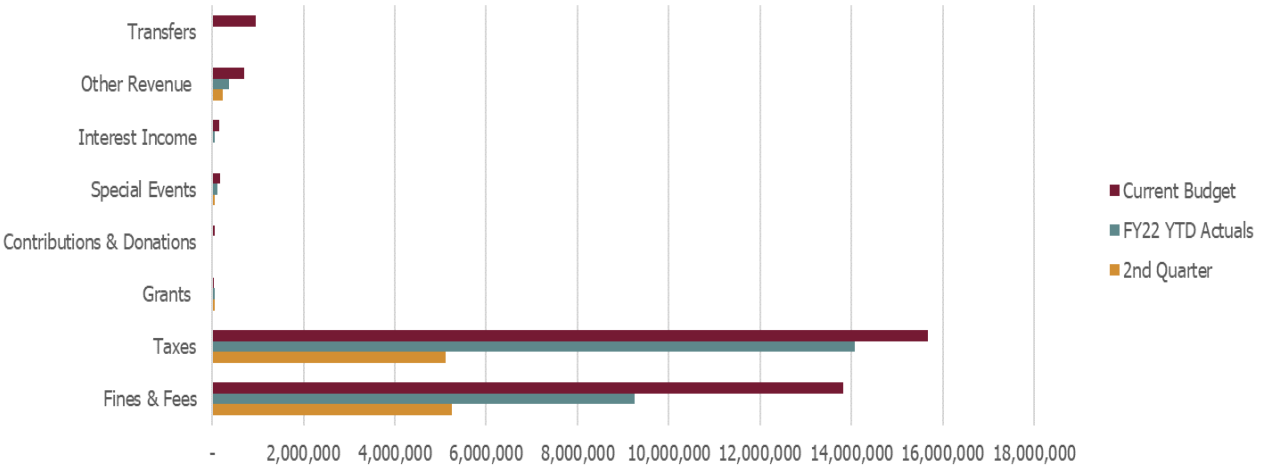
*This presentation represents all activity posted as of 04/27/2022 for period ending 03/31/2022.

Attachment: 2nd Quarter Report (FY2021 - 2022 - 2nd Quarter Budget Summary Report)

Permits



Revenues by Category



	Current Budget	FY22 YTD Actuals	2nd Quarter	
Fines & Fees	$ 13,826,171	$ 9,246,049	$ 5,241,602	66.87%
Taxes[2]	15,665,325	14,072,572	5,103,843	89.83%
Grants	30,000	50,006	50,006	166.69%
Contributions & Donations	62,550	18,694	9,716	29.89%
Special Events	168,000	109,051	51,944	64.91%
Interest Income	150,000	60,750	26,277	40.50%
Other Revenue	709,262	360,384	232,019	50.81%
Transfers	948,720	-	-	0.00%
General Fund Total[2]**:**	**$ 31,560,028**	**$ 23,917,506**	**$ 10,715,405**	**75.78%**

[2] Taxes – reflects gross receipts only

*This presentation represents all activity posted as of 04/27/2022 for period ending 03/31/2022.

Attachment: 2nd Quarter Report (FY2021 - 2022 - 2nd Quarter Budget Summary Report)

Expenditures by Department

Department	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GIS	$ 233,538	$ 99,631	$ 133,907	42.66%
102 - FACILITIES MAINTENANCE	568,879	189,232	326,318	33.26%
103 - INFORMATION TECHNOLOGY	1,252,146	491,404	611,426	39.24%
104 - FINANCE	1,414,721	720,254	694,467	50.91%
105 - LIBRARY	465,490	120,222	334,835	25.83%
106 - CITY SECRETARY'S OFFICE	287,906	129,972	157,934	45.14%
107 - DEVELOPMENT SERVICES	3,682,820	1,342,124	2,283,233	36.44%
108 - ADMINISTRATION	2,020,191	890,278	1,101,636	44.07%
109 - MUNICIPAL COURT	206,854	89,474	99,180	43.25%
110 - FIRE/EMS	6,366,726	2,664,742	3,464,564	41.85%
111 - STREETS	1,835,207	363,092	1,001,675	19.78%
112 - POLICE	6,666,506	2,292,021	3,785,125	34.38%
113 - PARKS	1,706,839	577,913	883,756	33.86%
114 - COMMUNITY RELATIONS	1,241,105	369,103	757,194	29.74%
115 - ENGINEERING	2,040,449	746,259	1,096,884	36.57%
116 - HUMAN RESOURCES	468,598	228,526	229,034	48.77%
General Fund Total:	**$ 30,457,975**	**$ 11,314,246**	**$ 16,961,168**	**37.15%**

General Fund Notes & Comments

March 31, 2022, marks the end of the 2nd Quarter for fiscal year 2022. The City of Celina has received 75.78% of its overall budgeted revenue of $31.6M for the General Fund. All revenues received year to date total $23.9M and receipts for the second quarter alone total $10.7M.

Gross taxes received for the 2nd Quarter total $5.1M. The $5.1M represents all taxes received including, property, sales, franchise, and mixed beverage. Property taxes received in the January to March period equaled $3.8M and year to date receipts total $12.4M with a budget of $12.6M. Sales tax receipts remain strong through the second quarter with overall fiscal year receipts of $1.2M.

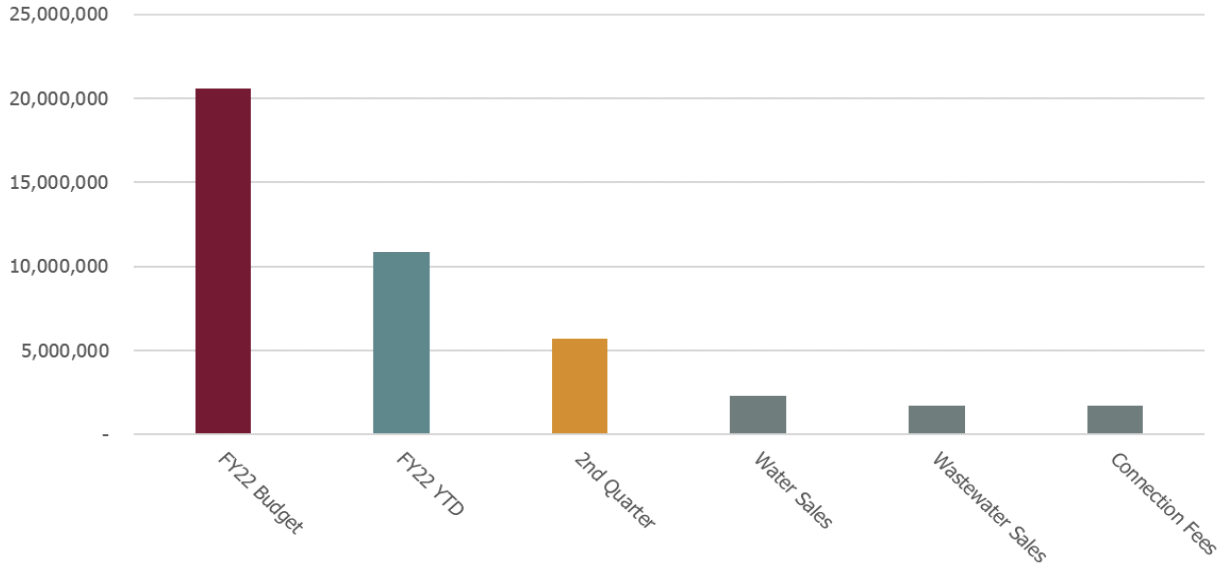
Celina continues to lead the local market for building permits issued. For the second quarter the City issued a total of 524 permits. The City of Frisco followed a close second with a total of 467. Permit revenue generated for the 2nd Quarter was $3.5M with overall revenues year to date of $6.5M.

Through the completion of two quarters, with a budget of $30.5M, General Fund expenditures of $11.3M has been recognized. The $11.3M represents 37.15% of the overall FY2022 budget. Departments remain on target for the second half of the fiscal year with all departments sitting at or below 50% of their overall individual budgets.

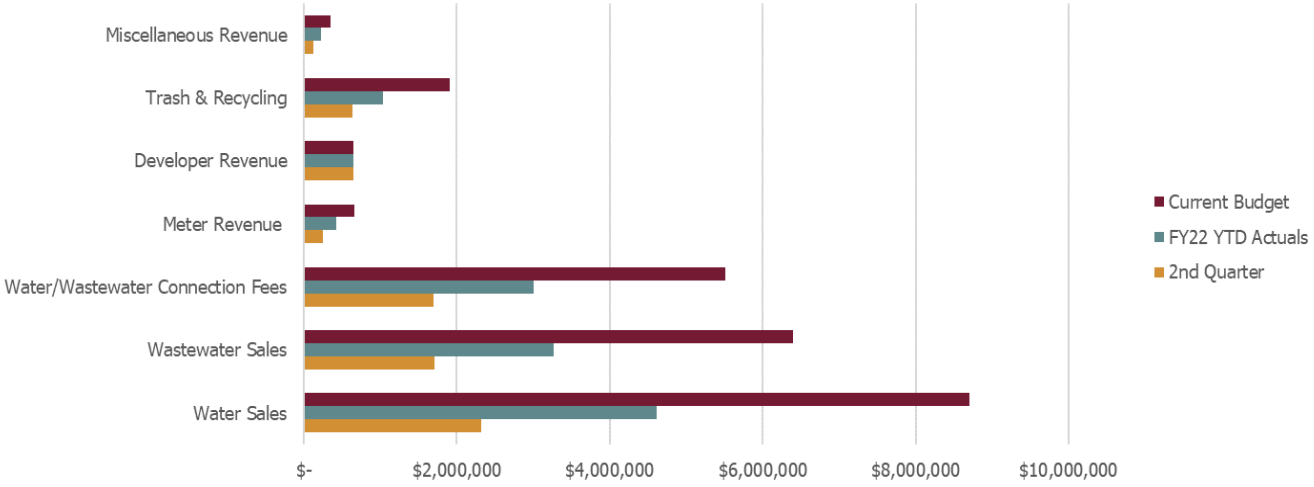
*This presentation represents all activity posted as of 04/27/2022 for period ending 03/31/2022.

Water/Wastewater Fund

Water/Wastewater Receipts



Revenues by Category



	Current Budget	FY22 YTD Actuals	2nd Quarter	
Water Sales	$ 8,700,000	$ 4,610,453	$ 2,323,164	52.99%
Wastewater Sales	6,400,000	3,270,099	1,711,434	51.10%
Water/Wastewater Connection Fees	5,512,500	2,999,810	1,699,685	54.42%
Meter Revenue	660,000	421,370	245,390	63.84%
Developer Revenue	650,000	650,000	650,000	100.00%
Trash & Recycling	1,905,000	1,038,787	628,348	54.53%
Miscellaneous Revenue	342,800	228,628	122,373	66.69%
Water/Wastewater Fund Total:	**$ 24,170,300**	**$ 13,219,146**	**$ 7,380,394**	54.69%

*This presentation represents all activity posted as of 04/27/2022 for period ending 03/31/2022.

Expenditures by Department

Department	Current Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
117 - WATER DEPARTMENT	$ 9,941,306	$ 3,692,631	$ 4,136,889	$ 2,111,786	37.14%
118 - WASTEWATER DEPARTMENT	3,318,690	1,222,056	1,127,326	969,308	36.82%
119 - UTILITY BILLING	740,256	373,357	97,042	269,857	50.44%
120 - TRASH & RECYCLING	1,895,000	778,232	860,741	256,027	41.07%
121 - DEBT SERVICE-WATER	7,419,171	2,175,888	-	5,243,283	29.33%
122 - DEBT SERVICE-SEWER	1,598,220	656,800	941,420	-	41.10%
123 - NON-DEPARTMENTAL	903,720	-	-	903,720	0.00%
125 - FLEET	106,679	15,505	1,958	89,217	14.53%
Water/Wastewater Fund Total:	**$ 25,923,042**	**$ 8,914,469**	**$ 7,165,375**	**$ 9,843,198**	**34.39%**

Water/Wastewater Fund Notes & Comments

The Water/Wastewater Fund ended the 2nd Quarter with revenues received totaling $7.4M. Fiscal year 2022 proceeds equaled $13.2M or 54.69% of the overall $24.2M Water/Wastewater revenue budget through the first six months. Revenues will continue to rise as the City approaches the summer months with increases in water/wastewater activity. Overall, water sales received year to date total $4.6M or 52.99%, wastewater $3.3M or 51.10% and connection fees $2.99M or 54.42%, respectively.

All other revenues received to date including trash and recycling services, total $2.3M of which $1.6M was received exclusively in the 2nd quarter. The $2.3M received year to date represents 65.74% of the overall budget of $3.6M for all other revenues.

Water/Wastewater Fund expenditures for the first six months of FY22 total $8.9M of a $25.9M adopted budget or 34.39%. Current encumbrances on the Water/Wastewater Fund total $7.1M with the largest encumbrance of $3.79M for Upper Trinity Water District for water/wastewater service with additional encumbrances of $860K for trash and recycling services, $741K for one-time capital equipment and vehicle purchases, $210K contract services, and the remaining balance spread throughout the fund.

Although Water/Wastewater Fund operations sit at 34.39% of the overall $25.9M adopted budget for the first two quarters of FY22, this amount will continue to increase as the City moves into the 3rd and 4th Quarters of the fiscal year. Overall, the Water/Wastewater Fund is on track for completing the year on budget.

*This presentation represents all activity posted as of 04/27/2022 for period ending 03/31/2022.

Attachment: 2nd Quarter Report (FY2021 - 2022 - 2nd Quarter Budget Summary Report)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Budget Amendment FY2021-2022

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

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

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-

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

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

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

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

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

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

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

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

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

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

Attachment: 2022-xx Amend Budget Ordinance May 10, 2022 (FY2022 Budget Amendment May 2022)

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

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

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

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

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 10th day of May 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Deputy City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2022-xx Amend Budget Ordinance May 10, 2022 (FY2022 Budget Amendment May 2022)

Exhibit A

Meeting date: May 10, 2022
FY2022 Budget Amendment Detail

Budget Change # _____

Account #	Account Name	Description	Adjustment
123-400-000-4328	INTEGRITY FUND REVENUES	To amend for additional revenues received for Integrity Fund	(200,000)
123-123-000-6770	FACADE GRANT EXPENSE	To amend for additional grants to be awarded to area businesses.	200,000
202-400-000-4758	REIMBURSEMENT - OTHER	To amend for escrow funds received for Rasor Ranch to begin design and construction (S37).	(102,183)
202-118-000-8501	DESIGN/ENGINEERING	To amend to cover the design/engineering fee for Rasor Wastewater Treatment Plant	102,183

Description
Budget Amendment Ordinance

Created By	Date			
Robin Bromiley		5/10/2022	Yes	No
Reviewed By	Date		Request Approval by Council	
Entered By	Date		Date	

Attachment: 2022-xx Amend Budget Ordinance May 10, 2022 (FY2022 Budget Amendment May 2022)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Water/Wastewater Rate Study and Master Fee Ordinance Adoption

---

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

Background Information:
In November 2020, the City engaged Willdan Financial Services to conduct a water/wastewater rate study and long-term financial plan. The City was interested in developing a comprehensive rate plan for FY 2021 and beyond. The objective of this study is to develop a long-term rate plan that will enable the City to recover sufficient funds to meet operating expenses, capital outlays, debt service and coverage requirements, while at the same time to the best extent possible minimizing the impact of any adjustments on ratepayers. The Water/Wastewater Rate Study was presented in workshops and Town Hall in the Fall of 2021 and was adopted shortly after. In response to the Water/Wastewater Rate Study, the Master Fee Ordinance is proposed to be amended by adoption of an ordinance. Staff recommends the Water/Wastewater Rate Study be accepted with the phased in approach to winter averaging.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
Study provided by Willdan Financial Services

Legal Review:
N/A

Supporting Documents:
- Master Fee Ordinance
- Master Fee Chart
- Water/Wastewater Rate Study

Staff Recommendation:
Staff recommends approval

City of Celina, Texas

2021
Water and Wastewater Rate Study

WILLDAN

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

CITY OF CELINA
WATER AND WASTEWATER RATE STUDY
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Appendix A – Water and Wastewater Rate Model Summary – Alternative 1

REVISED: April 28 2022

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Acknowledgements

During the course of this rate study, several City of Celina employees expended considerable time and effort in assisting the project team. These employees included the Mayor and Council, Mr. Jason Laumer, Ms. Karla Stovall, Ms. Robin Bromiley, Ms. Kimberly Brawner, and Ms. Stormy Johnson. The project team owes a debt of gratitude to the hard work, dedication, and professionalism of these individuals, without whom this project would not have been successfully completed.

The project team has relied upon the extensive data supplied by the City of Celina. Thus, the integrity of the study is largely dependent upon the accuracy of this financial and customer data. Every effort has been made by the project team to validate and confirm the information contained herein prior to the preparation of the final study documents; however, we cannot guarantee the reliability of data supplied to us by the City. **This report presents no assurance or guarantee that the forecast contained herein will be consistent with actual results or performances**. These represent forecasts based on a series of assumptions about future behavior and are not guarantees. Any changes in assumptions or actual events may result in significant revisions to the forecast and its conclusions. The cash flow projections and debt service coverage calculations are not intended to present overall financial positions, results of operations, and/or cash flows for the periods indicated, which is in conformity with guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants.

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Executive Summary

Background

In November 2020, the City of Celina, Texas (the "City") engaged **Willdan Financial Services** to conduct a water and wastewater rate study and long-term financial plan. The City was interested in developing a comprehensive rate plan for FY 2021 and beyond. The objective of this study is to develop a long-term rate plan that will enable the City to recover sufficient funds to meet operating expenses, capital outlays, debt service and coverage requirements, while at the same time to the best extent possible minimizing the impact of any adjustments on ratepayers.

The City identified numerous objectives for this study, including but not limited to the following:

- A comprehensive analysis and evaluation of the water and wastewater systems' current cost of service and revenue requirements.
- A forecast of operating expenses over the next decade, taking into consideration salient factors such as cost of water and wastewater treatment, inflation, and system growth.
- A review and analysis of the impact of forecast cost increases from Upper Trinity Regional Water District ("UTRWD"), the City's primary water and wastewater wholesale service provider, on the City's retail rates.
- A thorough review of the water and wastewater systems' known capital improvement needs, as well as a determination of the need for funding capital requirements through the issuance of long-term debt.
- An estimate of current and forecast accounts, volumes, and billing units for the ten-year forecast period. This includes an analysis of the unprecedented growth the system is expected to experience in the coming years.
- An analysis of alternative rate structures for water and wastewater rates that will recover sufficient revenues and will distribute costs equitably.
- A detailed analysis and comparison of the City's current and proposed rates to rates in other surrounding communities.

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Water and Wastewater Rate Comparison

Table ES-1A compares the City's monthly water and wastewater charges to nearby cities in Texas using a **¾" meter**. **Table ES-1B** compares the City's monthly water and wastewater charges to nearby cities in Texas using a **1" meter**. Volumes of 5,000 gallons for water and 5,000 gallons for wastewater were used for the residential comparison as it represents typical usage levels for an average household. The rate data is based on published rates and ordinances posted by each municipality on their website. These rates do not include sales tax, activation or other charges beyond the basic minimum and volume charges. The following points are notable:

- Celina's residential monthly charges are average when compared to the surveyed communities.
- Celina's residential charges are approximately the same as the state average.
- It should be noted that according to US governmental statistics, as many as 30% of water and wastewater utilities charge rates that do not cover their costs. So, if a utility has low rates, this does not necessarily translate into low costs.

TABLE ES-1A

CITY OF CELINA

MONTHLY RESIDENTIAL CHARGES -- 5,000 GAL WATER; 5,000 GAL WW - 3/4" Meter

	Water	Wastewater	Total
Celina - 3/4" Meter	**$ 40.67**	**$ 44.65**	**$ 85.32**
Allen	36.94	41.23	78.17
Frisco	30.40	42.36	72.76
Mustang SUD	46.73	52.50	99.23
Prosper	34.15	52.90	87.05
How e	65.30	59.85	125.15
Anna	47.86	43.69	91.55
Van Alstyne	58.72	53.03	111.75
Fairview	39.13	44.90	84.03
Melissa	50.07	62.40	112.47
Valley Veiw	44.50	36.63	81.13
McKinney	36.50	47.60	84.10
Denton	36.09	30.00	66.09
Little Elm	58.52	44.86	103.38
Marillee SUD	49.10	44.65	93.75
Flow er Mound	46.54	34.52	81.06
Farmersville	53.15	78.22	131.37
Corinth	55.37	55.00	110.37
2021 State Average	$ 41.23	$ 31.70	$ 72.93

Source: Cities' Website ; 2021 TML Water Rate Survey

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

TABLE ES-1B

CITY OF CELINA

MONTHLY RESIDENTIAL CHARGES -- 5,000 GAL WATER; 5,000 GAL WW - 1" Meter

	Water	Wastewater	Total
Celina - 1" Meter	**$ 57.41**	**$ 65.01**	**$ 122.42**
Allen	50.02	41.23	$ 91.25
Frisco	30.40	42.36	$ 72.76
Mustang SUD	46.73	52.50	$ 99.23
Prosper	42.65	52.90	$ 95.55
Howe	65.30	59.85	$ 125.15
Anna	80.79	43.69	$ 124.48
Van Alstyne	118.30	104.08	$ 222.38
Fairview	39.13	44.90	$ 84.03
Melissa	98.13	96.03	$ 194.16
Valley Veiw	88.25	36.63	$ 124.88
McKinney	36.50	47.60	$ 84.10
Denton	40.84	30.00	$ 70.84
Little Elm	58.52	44.86	$ 103.38
Marillee SUD	49.10	44.65	$ 93.75
Flower Mound	69.19	34.52	$ 103.71
Farmersville	63.84	78.22	$ 142.06
Corinth	73.22	55.00	$ 128.22

Source: Cities' Website ; 2021 TML Water Rate Survey

Water and Wastewater Customers and Usage – Test Year & Forecast

Table ES-2 and **Table ES-3** present total historical and forecast water and wastewater accounts for the City. For each of the historical years, the average number of accounts for the year is shown and the growth reflects the difference from one fiscal year to the next. The charts reveal that in 2019 and 2020 the City experienced growth in excess of 1,100 water accounts. The project team is forecasting that unprecedented account growth will continue in future years. The forecast projects that the test year 2021 total of **10,315** will increase to **29,637** by 2030.

Table ES-3 reveals that the project team is forecasting similar account growth for wastewater accounts, approximately 19.0% in FY 2020 to 6.97% in 2030.

Table ES-4 presents consumption by rate classification for the City for the past six fiscal years and the forecast growth over the next ten years.

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

TABLE ES-2

CITY OF CELINA

FORECAST TOTAL CUSTOMERS

WATER Customer Classes

Fiscal Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Light Farms	Total
	WATER Total Customers					
FY 2015	2,375	429	202	16	-	**3,022**
FY 2016	2,584	759	209	24	-	**3,576**
FY 2017	3,047	1,000	219	26	-	**4,292**
FY 2018	3,711	1,273	241	23	-	**5,247**
FY 2019	4,504	1,511	255	20	-	**6,290**
FY 2020	5,402	1,718	286	17	-	**7,422**
TY 2021	9,923	36	356	-	-	**10,315**
FY 2022	11,658	46	418	-	-	**12,122**
FY 2023	13,893	56	498	-	-	**14,447**
FY 2024	16,189	66	581	-	-	**16,836**
FY 2025	18,400	76	660	-	-	**19,136**
FY 2026	20,405	86	732	-	-	**21,223**
FY 2027	22,525	96	808	-	-	**23,429**
FY 2028	24,660	106	885	-	-	**25,651**
FY 2029	26,689	116	958	-	-	**27,763**
FY 2030	28,489	126	1,022	-	-	**29,637**

TABLE ES-3

CITY OF CELINA

FORECAST TOTAL CUSTOMERS

WASTEWATER Customer Classes

Fiscal Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
	WASTEWATER Total Customers				
FY 2015	2,268	5	128	1	**2,402**
FY 2016	2,771	2	139	1	**2,913**
FY 2017	3,516	1	129	1	**3,647**
FY 2018	4,398	2	136	1	**4,537**
FY 2019	5,331	1	145	1	**5,478**
FY 2020	6,438	2	150	1	**6,591**
TY 2021	9,269	2	193	1	**9,465**
FY 2022	11,004	12	255	1	**11,272**
FY 2023	13,239	22	335	1	**13,597**
FY 2024	15,535	32	418	1	**15,986**
FY 2025	17,746	42	497	1	**18,286**
FY 2026	19,751	52	569	1	**20,373**
FY 2027	21,871	62	645	1	**22,579**
FY 2028	24,006	72	722	1	**24,801**
FY 2029	26,035	82	795	1	**26,913**
FY 2030	27,835	92	859	1	**28,787**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

TABLE ES-4

CITY OF CELINA

FORECAST BILLED CONSUMPTION

WATER Customer Classes

	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Light Farms	Total
WATER Historical Volume						
2015	206,962,840	41,836,504	73,571,984	10,199,400		**332,570,728**
2016	226,356,251	69,370,331	86,881,720	10,076,400		**392,684,702**
2017	258,818,532	85,140,618	101,681,500	26,425,200		**472,065,850**
2018	366,305,382	115,148,740	108,048,228	13,616,100	-	**603,118,450**
2019	384,668,859	117,585,308	101,052,400	6,601,700	-	**609,908,267**
2020	510,105,731	142,965,167	123,416,400	5,783,000	-	**782,270,298**
WATER Forecast Volume						
Test Year	798,417,613	3,496,600	139,942,599	-	-	**941,856,811**
2022	938,017,991	4,467,878	164,411,047	-	-	**1,106,896,916**
2023	1,117,849,027	5,439,156	195,930,920	-	-	**1,319,219,103**
2024	1,302,588,202	6,410,433	228,311,068	-	-	**1,537,309,704**
2025	1,480,488,166	7,381,711	259,492,474	-	-	**1,747,362,351**
2026	1,641,813,099	8,352,989	287,768,692	-	-	**1,937,934,780**
2027	1,812,391,084	9,324,267	317,666,737	-	-	**2,139,382,088**
2028	1,984,175,988	10,295,544	347,776,326	-	-	**2,342,247,858**
2029	2,147,431,993	11,266,822	376,391,012	-	-	**2,535,089,827**
2030	2,292,262,357	12,238,100	401,776,146	-	-	**2,706,276,602**

Net Revenue Requirement

Table ES-5 presents the City's forecast Net Revenue Requirement for the ten-year period FY 2021 through FY 2030. Details behind these calculations can be found in the rate model contained in **Appendix A**. This forecast is based on the following set of assumptions:

- Most operating costs are expected to increase at an annual rate of 3%, which is approximately equivalent to the rate of inflation.
- Certain expenses will increase at above-inflation rates, to reflect the rapid rate of increase of these costs. These expenses include chemicals, workers' compensation, Medicare, and insurance.
- Because of the significant growth in number of utility accounts, thirty-six additional employees are anticipated by the City through FY 2030. Six utility billing personnel; sixteen water department personnel; and fourteen wastewater department personnel.
- Utility Billing Costs are distributed to water, solid waste and wastewater based on FY 2021 revenue budgeted for each department.
- The forecast includes an annual transfer to General Fund for General and Administrative services. These transfers are forecast to increase at the inflation rate plus the annual account growth rate.

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

- As shown in these charts, UTRWD charges are by far the largest annual operating expense paid by Celina's water and wastewater utilities. The project team utilized UTRWD's most recent budgeted rate forecast as the basis for the UTRWD cost estimates. **Any changes in UTRWD forecast rate estimates used in determining the City's water and wastewater revenue requirement for this rate study could require significant changes to the rate plan presented in this report.**
- The City has developed a comprehensive capital improvement plan ("CIP") for its water and wastewater system. The plan includes estimates for infrastructure capital improvements for the ten-year (2021 – 2030) rate study financial planning period. This plan includes an aggressive list of projects required to meet utility service needs for communities like Celina with high growth forecasts in number of accounts and water/wastewater demands. The water CIP includes storage, pumps and distribution lines expansion, repairs, and upgrades. The wastewater CIP includes wastewater treatment and collection system expansion and upgrades to infrastructure. In developing a ten-year financial forecast, the project team used the totals provided by the City to determine an overall estimate for capital spending needs for the decade. This total CIP for the next ten years is **$389,110,861**.
- To fund the long-term capital improvement plan, the City is forecast to issue **$255,000,000** in water and wastewater long-term debt over the next decade. This includes $160,000,000 of debt between FY 2022 and FY 2025, and $95,000,000 in debt between FY 2026 and FY 2030. The additional debt service and coverage requirements are major factors in the City's long-term debt plan.
- Non-rate revenues, particularly revenues from connection and impact fees, are forecast to partially offset the need for rate adjustments in the next decade.

Table ES-5 reveals that the total revenue requirement is expected to increase from **$16,082,804** in FY 2021 to **$59,341,662** in FY 2030. The City's utility fund is forecast to be able to meet projected capital and operating expenses in the test year under the recommended rate plan without assistance from the City's General Fund. However, this forecast is highly dependent on the assumptions contained in this study, and any material changes to any of these assumptions may result in significant changes to the revenue requirement.

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TABLE ES-5

CITY OF CELINA

CURRENT AND FORECAST NET REVENUE REQUIREMENT

SCENARIO:
2022 03 09 Scenario 1 -- Winter Average Phase In

	Operating Expenses	Capital Outlays	Debt Service	Transfers & Contingencies	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
WATER Revenue Requirement							
2021	$ 8,016,816	$ 207,494	$ 3,162,614	$ 484,790	**$ 11,871,713**	$ 1,808,960	**$ 10,062,754**
2022	8,493,336	207,494	4,284,832	584,272	**13,569,933**	1,808,960	**11,760,974**
2023	10,135,910	207,494	5,345,176	713,870	**16,402,449**	1,836,465	**14,565,985**
2024	11,976,535	207,494	5,936,900	853,299	**18,974,227**	1,839,820	**17,134,407**
2025	13,910,243	207,494	6,332,979	995,487	**21,446,203**	1,835,144	**19,611,058**
2026	15,691,229	207,494	7,220,931	1,133,916	**24,253,570**	1,823,812	**22,429,757**
2027	17,856,313	207,494	7,800,080	1,285,800	**27,149,687**	1,830,138	**25,319,548**
2028	20,236,362	207,494	8,386,635	1,446,296	**30,276,788**	1,830,964	**28,445,824**
2029	22,353,765	207,494	8,970,112	1,608,757	**33,140,128**	1,825,133	**31,314,995**
2030	24,884,444	207,494	9,540,946	1,765,646	**36,398,530**	1,812,535	**34,585,995**
WASTEWATER Revenue Requirement							
2021	4,444,230	255,865	2,295,763	295,977	**7,291,836**	1,271,786	**6,020,050**
2022	4,683,017	255,865	2,961,628	356,713	**8,257,224**	1,271,786	**6,985,438**
2023	5,695,766	255,865	5,046,945	435,836	**11,434,413**	1,546,509	**9,887,904**
2024	6,372,539	255,865	6,808,357	520,962	**13,957,723**	1,580,025	**12,377,697**
2025	7,608,418	255,865	7,848,778	607,771	**16,320,832**	1,533,323	**14,787,509**
2026	8,897,968	255,865	9,905,385	692,286	**19,751,504**	1,420,137	**18,331,367**
2027	9,685,218	255,865	11,072,341	785,015	**21,798,440**	1,483,323	**20,315,117**
2028	10,787,778	255,865	11,658,652	883,002	**23,585,297**	1,491,565	**22,093,733**
2029	11,648,608	255,865	11,949,953	982,188	**24,836,615**	1,433,323	**23,403,292**
2030	12,496,813	255,865	12,232,515	1,077,973	**26,063,167**	1,307,500	**24,755,667**
TOTAL Revenue Requirement							
2021	12,461,046	463,359	5,458,378	780,767	**19,163,550**	3,080,746	**16,082,804**
2022	13,176,354	463,359	7,246,460	940,985	**21,827,158**	3,080,746	**18,746,412**
2023	15,831,676	463,359	10,392,121	1,149,706	**27,836,862**	3,382,974	**24,453,888**
2024	18,349,074	463,359	12,745,257	1,374,261	**32,931,950**	3,419,846	**29,512,105**
2025	21,518,661	463,359	14,181,757	1,603,257	**37,767,034**	3,368,467	**34,398,568**
2026	24,589,197	463,359	17,126,316	1,826,202	**44,005,074**	3,243,949	**40,761,125**
2027	27,541,531	463,359	18,872,421	2,070,815	**48,948,126**	3,313,461	**45,634,665**
2028	31,024,140	463,359	20,045,287	2,329,298	**53,862,085**	3,322,528	**50,539,557**
2029	34,002,374	463,359	20,920,065	2,590,945	**57,976,743**	3,258,456	**54,718,287**
2030	37,381,257	463,359	21,773,462	2,843,619	**62,461,697**	3,120,035	**59,341,662**

Water Rate Plan

Table ES-6 presents a summary of the water rate plan proposed for Residential and Commercial customers for the City of Celina. The following is notable about this rate proposal:

- The rate plan will ensure that water rates will cover the water cost of service.
- The recommended rate plan will allow capital investment into the system to improve quality of service and provide a well-functioning system for future generations, while continuing to operate on a stand-alone basis and independent of general fund assistance.

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- The rate plan presents a forecast of rates for three years. City staff and the project team discussed the adoption of rate plan, with rates to be automatically implemented on January 1st of each year beginning with January 2022 and ending in January 2024.
- Importantly, **the project team recommends no change in the City's water rates for the next two years.** However, the project team is forecasting that a rate adjustment will be required effective January 2024.
- Given the continued residential and Commercial growth in the City and potential for unexpected events, the project team recommends that the City not commit itself to a rate plan beyond three years. Further, the project team recommends that the City review these rates annually, to incorporate any unanticipated changes to costs, volumes or growth assumptions that may occur during that time.
- The most significant impact on rates will be the cost of UTRWD treated water and debt issued to fund the CIP. **Should UTRWD make material changes to its rate forecasts and/or the City changes its forecast of future debt, the City should undertake an immediate review of its rate plan.**

The project team further recommends that beginning in January 2024, the City begins increasing the minimum charge for its ¾" meters at a higher rate, in order to gradually equalize the minimum change for the ¾" and 1" meters. The reason for this is that the City is no longer installing ¾" meters, as the 1" meter has become the new standard for the City. Therefore over time it is appropriate to equalize the charge for the smallest meter offered by the City. This will be phased in over a five year period, to minimize the "rate shock" associated with this change.

Table ES-7 presents the impact on residential and commercial water monthly charges of the rate proposal.

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

TABLE ES-6

CITY OF CELINA

PROPOSED WATER AND WASTEWATER RATE PLAN

		Current	Proposed Jan-22	Proposed Jan-23	Proposed Jan-24	Forecast Jan-25	Forecast Jan-26
Water Rates -- Residential							
Minimum Charge -- 1st 2,000 Gal							
3/4"		$ 24.56	**$ 24.56**	**$ 24.56**	**$ 30.04**	**$ 35.52**	**$ 41.00**
1"		41.30	**41.30**	**41.30**	42.54	43.82	45.13
1 1/2"		82.61	**82.61**	**82.61**	85.09	87.64	90.27
2"		132.18	**132.18**	**132.18**	136.15	140.23	144.44
Volume Rate Per 1,000 Gal							
2,001	10,000	5.37	**5.37**	**5.37**	5.53	5.70	5.87
10,001	20,000	8.13	**8.13**	**8.13**	8.37	8.63	8.88
20,001	30,000	9.57	**9.57**	**9.57**	9.86	10.15	10.46
30,001	Above	13.81	**13.81**	**13.81**	14.22	14.65	15.09
Commercial							
Minimum Charge -- 1st 2,000 Gal							
3/4"		$ 29.50	**$ 29.50**	**$ 29.50**	**$ 36.65**	**$ 43.81**	**$ 50.96**
1"		51.63	**51.63**	**51.63**	53.18	54.77	56.42
1 1/2"		103.27	**103.27**	**103.27**	106.37	109.56	112.85
2"		165.22	**165.22**	**165.22**	170.18	175.28	180.54
3"		247.83	**247.83**	**247.83**	255.26	262.92	270.81
4"		413.05	**413.05**	**413.05**	425.44	438.20	451.35
Volume Rate Per 1,000 Gal							
2,001	10,000	5.37	**5.37**	**5.37**	5.53	5.70	5.87
10,001	20,000	8.13	**8.13**	**8.13**	8.37	8.63	8.88
20,001	30,000	9.57	**9.57**	**9.57**	9.86	10.15	10.46
30,001	Above	13.81	**13.81**	**13.81**	14.22	14.65	15.09

TABLE ES-7

CITY OF CELINA

IMPACT OF RATE PLAN ON MONTHLY CHARGES

	Current	Proposed Jan-22	Proposed Jan-23	Proposed Jan-24	Forecast Jan-25	Forecast Jan-26
Residential Monthly Charges -- 1"						
5,000 Water	$ 57.41	$ 57.41	$ 57.41	$ 59.13	$ 60.91	$ 62.73
Increase -- $		-	-	**1.72**	**1.77**	**1.83**
Increase -- %		0.0%	0.0%	3.0%	3.0%	3.0%
10,000 Water	84.26	84.26	84.26	86.79	89.39	92.07
Increase -- $		-	-	**2.53**	**2.60**	**2.68**
Increase -- %		0.0%	0.0%	3.0%	3.0%	3.0%
20,000 Water	165.56	165.56	165.56	170.53	175.64	180.91
Increase -- $		-	-	**4.97**	**5.12**	**5.27**
Increase -- %		0.0%	0.0%	3.0%	3.0%	3.0%
Commercial Monthly Charges -- 2"						
30,000 Water	$ 395.92	$ 395.92	$ 395.92	$ 407.80	$ 420.03	$ 432.63
Increase -- $		-	-	**11.88**	**12.23**	**12.60**
		0.0%	0.0%	3.0%	3.0%	3.0%
60,000 Water	810.22	810.22	810.22	834.53	859.56	885.35
Increase -- $		-	-	**24.31**	**25.04**	**25.79**
Increase -- %		0.0%	0.0%	3.0%	3.0%	3.0%

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Wastewater Rate Plan

Table ES-8 presents a summary of the wastewater rate plan proposed for Residential and Commercial customers for the City of Celina.

In the 2018 rate study, the project team recommended gradually reducing the total gallon cap for wastewater usage, in order to set the stage for conversion to a winter average. The gallon cap was reduced from 14,000 gallons to 11,000 gallons by FY 2020.

Given the significant annual growth rate, and the financial health of the wastewater utility, **the project team recommends that the City adopt a winter average wastewater billing methodology effective June 2022**. The winter averaging method uses the average of the monthly individual customer water used in the winter period (December, January, February, and March) as the monthly billing units each month. This method is designed to eliminate the monthly outside water use during the spring and summer months (irrigation, etc.). Thus, the monthly billing units are more representative of the indoor water use that would flow through the City's collection system for wastewater treatment.

To facilitate the change to the winter averaging method, **the project team recommends phasing out the 2,000 gallons minimum allowance at the time the winter average rate is adopted. The gallon allowance would be reduced to 1,000 gallons for the period June 2022 – May 2023 and will be eliminated entirely effective June 2023**. This will reduce the increase in wastewater rates that otherwise would have been required for full recovery of the utility's cost of service. As shown on Table ES-8, no further adjustment in the wastewater rate would be required in FY 2022 or FY 2023. The project team recommends that a wastewater overall rate adjustment be implemented in January 2024, the final year of the three year rate plan. Table ES-8 shows that further rate adjustments are forecast beyond the three year plan.

Chart ES-9 presents an analysis of the impact on monthly charges of implementing a winter average. The chart reveals that ratepayers who use 6,000 gallons per month of wastewater service would generally pay more under a winter average approach, while users above 6,000 gallons would pay less. Every ratepayer will be impacted differently based on his or her individual usage pattern.

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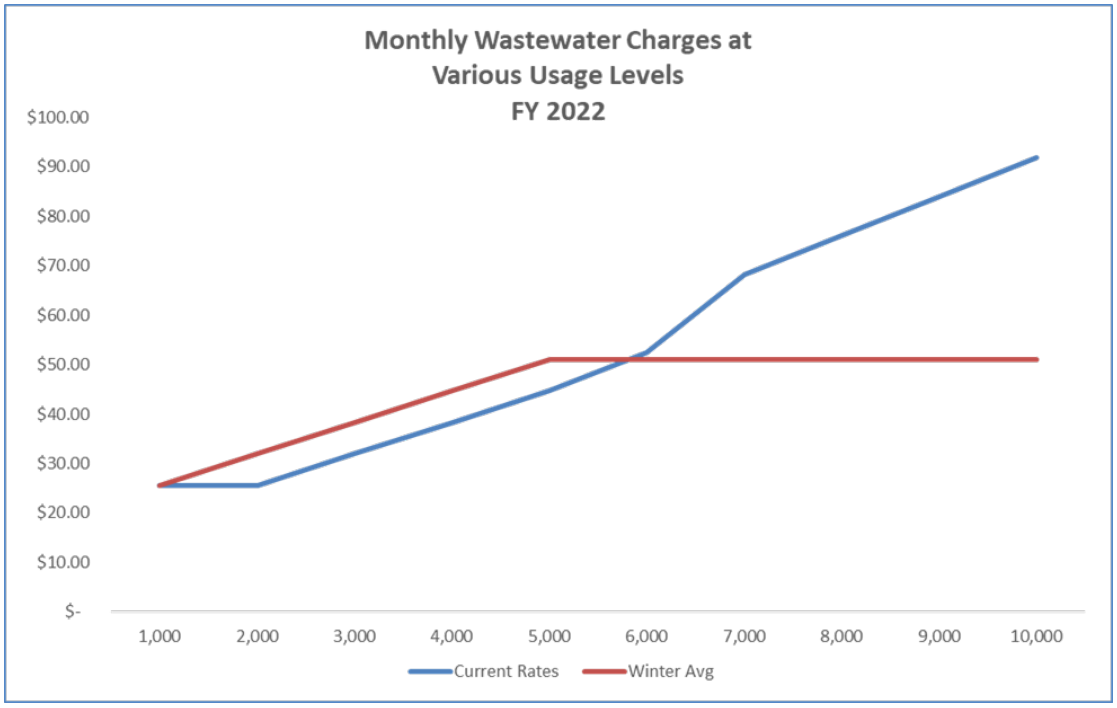
TABLE ES-8

CITY OF CELINA

PROPOSED WATER AND WASTEWATER RATE PLAN

		Scenario:	2022 03 09 Scenario 1 -- Winter Average Phase In				
		Current	Proposed	Proposed	Proposed	Forecast	Forecast
			Jun-22	Jun-23	Jan-24	Jan-25	Jan-26
Wastewater Rates - Residential							
Minimum Charge -- 1st 2,000 Gal							
3/4"		$ 25.54	**$ 25.54**	**$ 25.54**	**$ 26.05**	$ 26.57	$ 27.10
1"		45.90	**45.90**	**45.90**	**46.82**	47.75	48.71
1 1/2"		85.66	**85.66**	**85.66**	**87.37**	89.12	90.90
2"		146.85	**146.85**	**146.85**	**149.79**	152.78	155.84
Volume Rate Per 1,000 Gal							
2,001	5,000	6.37					
5,001	Maximum	7.88					
Winter Average							
-	5,000		**6.37**	**6.37**	**6.50**	6.63	6.76
5,001	Above		**7.88**	**7.88**	**8.04**	8.20	8.36
Gallon Allowance		2,000	1,000	-	-	-	-
Commercial							
Minimum Charge -- 1st 2,000 Gal							
3/4"		$ 30.59	**$ 30.59**	**$ 30.59**	**$ 31.20**	$ 31.83	$ 32.46
1"		57.37	**57.37**	**57.37**	**58.52**	59.69	60.88
1 1/2"		107.08	**107.08**	**107.08**	**109.22**	111.41	113.63
2"		183.56	**183.56**	**183.56**	**187.23**	190.98	194.80
3"		-	-	-	-	-	-
4"		458.90	**458.90**	**458.90**	**468.08**	477.44	486.99
Volume Rate/1,000 Gal		6.94	**6.94**	**6.94**	**7.08**	7.22	7.36

CHART ES-9



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SECTION I

Introduction and Demographic Profile

Background

In November 2020, the City of Celina, Texas (the "City") engaged **Willdan Financial Services** to conduct a water and wastewater rate study and long-term financial plan. The City was interested in developing a comprehensive rate plan for FY 2021 and beyond. The objective of this study is to develop a long-term rate plan that will enable the City to recover sufficient funds to meet operating expenses, capital outlays, debt service and coverage requirements, while at the same time to the best extent possible minimizing the impact of any adjustments on ratepayers.

The City identified numerous objectives for this study, including but not limited to the following:

- A comprehensive analysis and evaluation of the water and wastewater systems' current cost of service and revenue requirements.
- A forecast of operating expenses over the next ten years, taking into consideration such factors as inflation, system growth, and increases in staffing levels.
- A review and analysis of the impact of forecast cost increases from Upper Trinity Regional Water District ("UTRWD"), the City's primary water and wastewater wholesale service provider, on the City's retail rates.
- A thorough review of the water and wastewater systems' known capital improvement needs, as well as a determination of the need for funding capital requirements through the issuance of long-term debt for the existing identified capital improvements.
- An estimate of current and forecast accounts, volumes, and billing units for the forecast period. This includes an analysis of the unprecedented growth the system is expected to experience in the coming years.
- An analysis of alternative multi-year water and wastewater rate plans that will achieve the City's objectives while ensuring that the cost of service is fully recovered.
- A detailed analysis and comparison of the City's current and proposed rates to rates in other surrounding communities.

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Report Organization

This report is organized into the following sections:

Section I – Introduction and Demographic Profile - outlines the background, objectives and scope of this rate study and long-term financial plan. It also presents the City's current rate structure and a community profile of the City of Celina. This includes a comparison of the City's water and wastewater charges with other Texas cities.

Section II – Water and Wastewater Test Year and Forecast Volumes – analyzes the City's customer base, total accounts and current volumes of treated water and wastewater. This section presents totals for the current year and a forecast ten years into the future.

Section III – Water and Wastewater Test Year and Forecast Revenue Requirement – outlines the process of analyzing the City's current water and wastewater utility cost structure. The total current or "test year" revenue requirements are developed, and costs are functionalized between treatment, distribution/collection, administration and customer billing. Using the test year as a basis, costs are forecast for a ten-year period.

Section IV – Water and Wastewater Rate Design – presents the Council-preferred rate recommendations for the City of Celina. Each plan is intended to be revenue neutral and will allow for the City to recover its full cost of service. This section also presents an analysis of the impact of each rate plan on residential and Commercial customers.

Appendix A – presents a hard copy printout of the interactive Microsoft Excel spreadsheet model summary developed for the City of Celina to calculate water and wastewater current and future revenue requirements. The model automatically generates all calculations based on a set of defined user inputs and has an executive dashboard for users to develop real-time "what-if" scenarios.

City Overview

The City of Celina, Texas is located approximately 40 miles north of Dallas. The City has seen unprecedented growth over the past 15 years, and this explosive growth is expected to continue well into the next decade. The City encompasses approximately 31[1] square miles and has an estimated 2021 population of 25,000[2]. The City is situated primarily in Collin County with a limited amount of territory in neighboring Denton County.

The City of Celina has a Council-Manager form of government in which the elected Mayor and City Council Members establish policy. Those policies are then implemented by the City Manager who is appointed by, and reports to, the City Council. The Celina City Council consists of six Council Members and the Mayor. All Council members and the Mayor are elected at large. The City Manager operates in much the same manner as a Chief Executive Officer of a corporation. The City Manager's Office is responsible for the day-to-day administration of Celina's City government, including managing the City's budget, the City's departments, and operations, and communicating with residents and employees.

[1] https://en.wikipedia.org/wiki/Celina,_Texas

[2] Population as of 10/12/21 per Staff.

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Water and Wastewater Current Rates

Table I-1 summarizes the City of Celina's current water and wastewater rate structure. The City last adjusted its rates in January 2020.

TABLE I-1

CITY OF CELINA

CURRENT WATER AND WASTEWATER RATES

Water Rates

Residential Water Rates

Minimum Charge by Meter Size	3/4"	$	24.56
(Includes 2,000 Gallons in Base)	1"		41.30
	1 1/2"		82.61
	2"		132.18
Volume Rate (per 1,000 Gallons)			
2,001	10,000	$	5.37
10,001	20,000		8.13
20,001	30,000		9.57
30,001	Above		13.81

Commercial Water Rates

Minimum Charge by Meter Size	3/4"	$	29.50
(Includes 2,000 Gallons in Base)	1"		51.63
	1 1/2"		103.27
	2"		165.22
	3"		247.83
	4"		413.05
Volume Rate (per 1,000 Gallons)			
2,001	10,000	$	5.37
10,001	20,000		8.13
20,001	30,000		9.57
30,001	Above		13.81

Outside Residential Rates

Minimum Charge by Meter Size	3/4"	$	36.84
(Includes 2,000 Gallons in Base)	1"		61.95
	1 1/2"		123.92
	2"		198.27
Volume Rate (per 1,000 Gallons)			
2,001	10,000	$	8.05
10,001	20,000		12.19
20,001	30,000		14.35
30,001	Above		20.72

Outside Commercial Rates

Minimum Charge by Meter Size	3/4"	$	44.26
(Includes 2,000 Gallons in Base)	1"		77.45
	1 1/2"		154.90
	2"		247.84
	3"		371.74
	4"		619.58
Volume Rate (per 1,000 Gallons)			
2,001	10,000	$	8.05
10,001	20,000		12.19
20,001	30,000		14.35
30,001	Above		20.72

Wastewater Rates

Residential Wastewater Rates

Minimum Charge	3/4"	$	25.54
(Includes 2,000 Gallons in Base)	1"		45.90
	1 1/2"		85.66
	2"		146.85
Volume Rate (per 1,000 Gallons)			
Minimum	5,000	$	6.37
5,001	12,000		7.88

* Volumes are capped at 11,000 monthly water use

Commercial Wastewater Rates

Minimum Charge by Meter Size	3/4"	$	30.59
(Includes 2,000 Gallons in Base)	1"		57.37
	1 1/2"		107.08
	2"		183.56
	4"		458.90
Volume Rate (per 1,000 Gallons)		$	6.94

Outside Residential Rates

Minimum Charge	3/4"	$	38.32
(Includes 2,000 Gallons in Base)	1"		68.84
	1 1/2"		128.49
	2"		220.27
Volume Rate (per 1,000 Gallons)			
Minimum	5,000	$	9.55
5,001	12,000		11.82

* Volumes are capped at 11,000 monthly water use

Outside Commercial Rates

Minimum Charge by Meter Size	3/4"	$	45.89
(Includes 2,000 Gallons in Base)	1"		86.06
	1 1/2"		160.63
	2"		275.34
	4"		688.36
Volume Rate (per 1,000 Gallons)		$	10.41

Water accounts served by Celina are classified as Residential, Commercial and Outside City Residential/Commercial. The water rate structure assesses a base charge by meter size. All customer classes

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

include a 2,000-gallon allowance in the base charge. Consumption volume is billed based on tiered rates per 1,000 gallons. The tiered rates differ nominally for each customer class.

Residential and Commercial wastewater rates are assessed a base charge by meter size. All customer classes include a 2,000-gallon allowance in the base charge. A volume charge is based on metered water consumption. Residential customers' bills are capped at 11,000 gallons per month. Residential wastewater customers have a two-tier inclining block volume rate and Commercial wastewater accounts are assessed a uniform volume charge per 1,000 gallons for all recorded water consumption.

Water and Wastewater Rate Comparison

Chart I-2A, Chart I-2B, Table I-3A and Table I-3B compare the City's monthly water and wastewater charges to nearby cities and water systems in Texas. Since the City predominantly installs 1" meters for residential service and other communities install ¾" meters for residential water use, a comparison was prepared for both meter sizes. Chart I-2A and Table I-3A use **¾" meters**; Chart I-2B and Table I-3B use **1" meters**. Volumes of 5,000 gallons for water and 5,000 gallons for wastewater were used for the residential comparison as it represents typical usage levels for an average household.

The rate data is based on published rates and ordinances posted by each municipality on their website. These rates do not include sales tax, activation or other charges beyond the basic minimum and volume charges.

The following points are notable:

- Among residential accounts Celina's charges for monthly water and wastewater service is in the mid-range of water system charges in the Dallas-Fort Worth metroplex.
- Many cities do not assess rates that recover the full cost of service, choosing instead to subsidize their water and wastewater utilities with other revenues or to defer needed repairs and maintenance at the expense of system reliability and integrity.
- It should be noted that according to US governmental statistics, as many as 30% of water and wastewater utilities charge rates that do not cover their costs. So, if a utility has low rates, this does not necessarily translate into low costs.

CHART I-2A

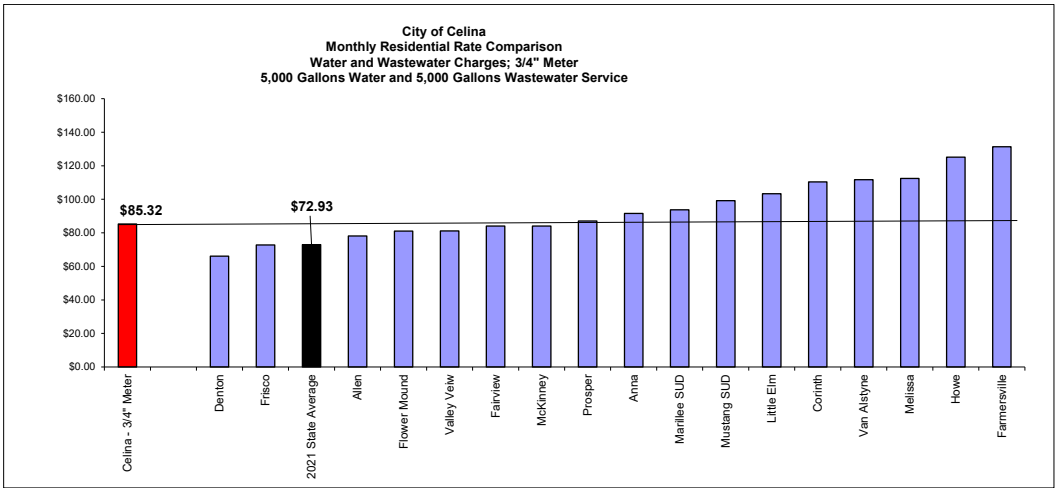

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CHART I-2B

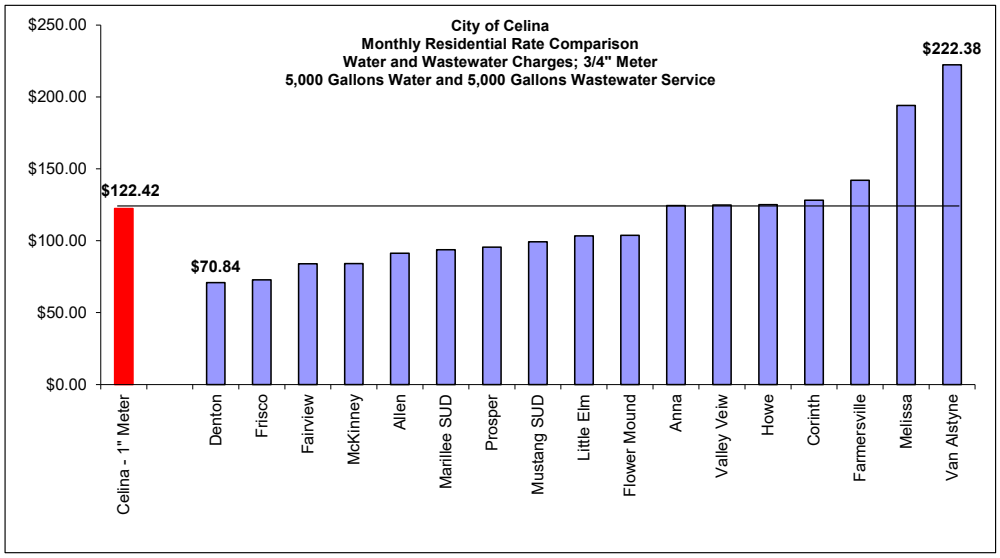

TABLE I-3A

CITY OF CELINA

MONTHLY RESIDENTIAL CHARGES -- 5,000 GAL WATER; 5,000 GAL WW - 3/4" Meter

	Water	Wastewater	Total
Celina - 3/4" Meter	**$ 40.67**	**$ 44.65**	**$ 85.32**
Allen	36.94	41.23	78.17
Frisco	30.40	42.36	72.76
Mustang SUD	46.73	52.50	99.23
Prosper	34.15	52.90	87.05
Howe	65.30	59.85	125.15
Anna	47.86	43.69	91.55
Van Alstyne	58.72	53.03	111.75
Fairview	39.13	44.90	84.03
Melissa	50.07	62.40	112.47
Valley Veiw	44.50	36.63	81.13
McKinney	36.50	47.60	84.10
Denton	36.09	30.00	66.09
Little Elm	58.52	44.86	103.38
Marillee SUD	49.10	44.65	93.75
Flower Mound	46.54	34.52	81.06
Farmersville	53.15	78.22	131.37
Corinth	55.37	55.00	110.37
2021 State Average	$ 41.23	$ 31.70	$ 72.93

Source: Cities' Website ; 2021 TML Water Rate Survey

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TABLE I-3B

CITY OF CELINA

MONTHLY RESIDENTIAL CHARGES -- 5,000 GAL WATER; 5,000 GAL WW - 1" Meter

	Water	Wastewater	Total
Celina - 1" Meter	**$ 57.41**	**$ 65.01**	**$ 122.42**
Allen	50.02	41.23	$ 91.25
Frisco	30.40	42.36	$ 72.76
Mustang SUD	46.73	52.50	$ 99.23
Prosper	42.65	52.90	$ 95.55
Howe	65.30	59.85	$ 125.15
Anna	80.79	43.69	$ 124.48
Van Alstyne	118.30	104.08	$ 222.38
Fairview	39.13	44.90	$ 84.03
Melissa	98.13	96.03	$ 194.16
Valley Veiw	88.25	36.63	$ 124.88
McKinney	36.50	47.60	$ 84.10
Denton	40.84	30.00	$ 70.84
Little Elm	58.52	44.86	$ 103.38
Marillee SUD	49.10	44.65	$ 93.75
Flower Mound	69.19	34.52	$ 103.71
Farmersville	63.84	78.22	$ 142.06
Corinth	73.22	55.00	$ 128.22

Source: Cities' Website ; 2021 TML Water Rate Survey

Figure 1:https://www.celina-tx.gov/

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SECTION II

Water & Wastewater Test Year and Forecast Volumes

In order to accurately forecast future revenues and expenses, it is necessary to examine current water and wastewater utility conditions. The first step in developing cost of service rates is to analyze patterns of usage, both for the system as a whole, and for specified customer classes.

For the City of Celina, monthly water and wastewater records were reviewed for the period of October 2014 through April 2021. These records provided summary information on the monthly water volumes distributed system wide as well as the number of accounts for each period by defined customer class and the associated revenues. Additionally, these records provided the number of accounts and revenues monthly for all classifications of wastewater customers.

According to standard utility ratemaking methodology, in order to allocate revenue requirements equitably among system users, customers must be classified into relatively homogeneous groups with similar usage characteristics or service demands. Costs are then allocated to the customer classes in proportion to the usage characteristics of each class. For the water system, costs are typically allocated to customers based on their average and peak water demands. For the wastewater system, costs are allocated to customers based on their estimated wastewater flows, and in some cases, based on wastewater strengths.

After thoroughly examining volume and customer data, the project team made no revisions to the City's existing customer classifications. The project team finds these customer class distinctions to be reasonable and appropriate, meeting the criteria of homogenous groups with similar usage patterns.

In this section, the City's functional customer classes and test year usage patterns will be thoroughly analyzed. A five-year projection of customers and usage will also be presented. These forecasts, along with the revenue requirements, will form the basis of the proposed rate designs.

Population – Current and Projected

The City of Celina has experienced a virtually unprecedented rate of growth for the past 15 - 20 years. The City is not expected to reach build-out in the next decade. **Chart II-1** presents actual and forecast population for the period 2010 through 2025. The chart reveals that as of 2010 the City's population was approximately 6,028. According to the US Census, as of 2015 the population had reached 7,690, and then 22,700 by 2020. By 2025 the Light Farms Town Hall Presentation projects that the City's population will reach 52,000.

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CHART II-1

CITY OF CELINA

Historical and Forecast Population

	Population	Increase	Ave Annual Percent
2010 [1]	6,028		
2015 [1]	7,690	1,662	5.0%
2017 [1]	9,836	2,146	13.1%
2020 [2]	22,700	15,010	24.2%
2025 [2]	52,000	29,300	18.0%

[1] - US Census
[2] - Per January 2021 Light Farms Town Hall Presentation

It is important to note that these projections are always subject to shifts due to multiple factors beyond the City's control.

Water and Wastewater Customers and Meters – Test Year & Ten-Year Forecast

Table II-2 and **Chart II-3** present total historical and forecast water accounts for the City. For each of the historical years, the average number of accounts for the year is shown and the growth reflects the difference from one fiscal year end to the next. The charts reveal that in 2019 and 2020 the City experienced growth of approximately 1,043 and 1,132 accounts, respectively. The project team is forecasting that account growth will continue in future years at an even greater rate. The forecast projects that the test year 2021 total of **10,315** total water accounts will increase to **29,637** total water accounts by 2030.

The charts further reveal that residential accounts represent the largest water customer class, at 9,923 accounts in the test year 2021. It should be noted that as of FY 2021, the residential accounts in the Light Farms development were reclassified as inside city accounts.

As has repeatedly been stated, Celina is experiencing an unprecedented level of growth. Should this growth rate not continued or be disrupted due to circumstances beyond the City's control (recession, international crisis, etc.), then the findings of this study will have to be revised accordingly.

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TABLE II-2

CITY OF CELINA

FORECAST TOTAL CUSTOMERS

WATER Customer Classes

Fiscal Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Light Farms	Total
WATER Total Customers						
FY 2015	2,375	429	202	16	-	**3,022**
FY 2016	2,584	759	209	24	-	**3,576**
FY 2017	3,047	1,000	219	26	-	**4,292**
FY 2018	3,711	1,273	241	23	-	**5,247**
FY 2019	4,504	1,511	255	20	-	**6,290**
FY 2020	5,402	1,718	286	17	-	**7,422**
TY 2021	9,923	36	356	-	-	**10,315**
FY 2022	11,658	46	418	-	-	**12,122**
FY 2023	13,893	56	498	-	-	**14,447**
FY 2024	16,189	66	581	-	-	**16,836**
FY 2025	18,400	76	660	-	-	**19,136**
FY 2026	20,405	86	732	-	-	**21,223**
FY 2027	22,525	96	808	-	-	**23,429**
FY 2028	24,660	106	885	-	-	**25,651**
FY 2029	26,689	116	958	-	-	**27,763**
FY 2030	28,489	126	1,022	-	-	**29,637**
WATER Annual New Customers						
FY 2019	794	238	15	(3)	-	**1,043**
FY 2020	897	206	31	(3)	-	**1,132**
TY 2021	4,521	(1,682)	70	(17)	-	**2,893**
FY 2022	1,735	10	62	-	-	**1,807**
FY 2023	2,235	10	80	-	-	**2,325**
FY 2024	2,296	10	82	-	-	**2,388**
FY 2025	2,211	10	79	-	-	**2,300**
FY 2026	2,005	10	72	-	-	**2,087**
FY 2027	2,120	10	76	-	-	**2,206**
FY 2028	2,135	10	77	-	-	**2,222**
FY 2029	2,029	10	73	-	-	**2,112**
FY 2030	1,800	10	65	-	-	**1,875**

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CHART II-3

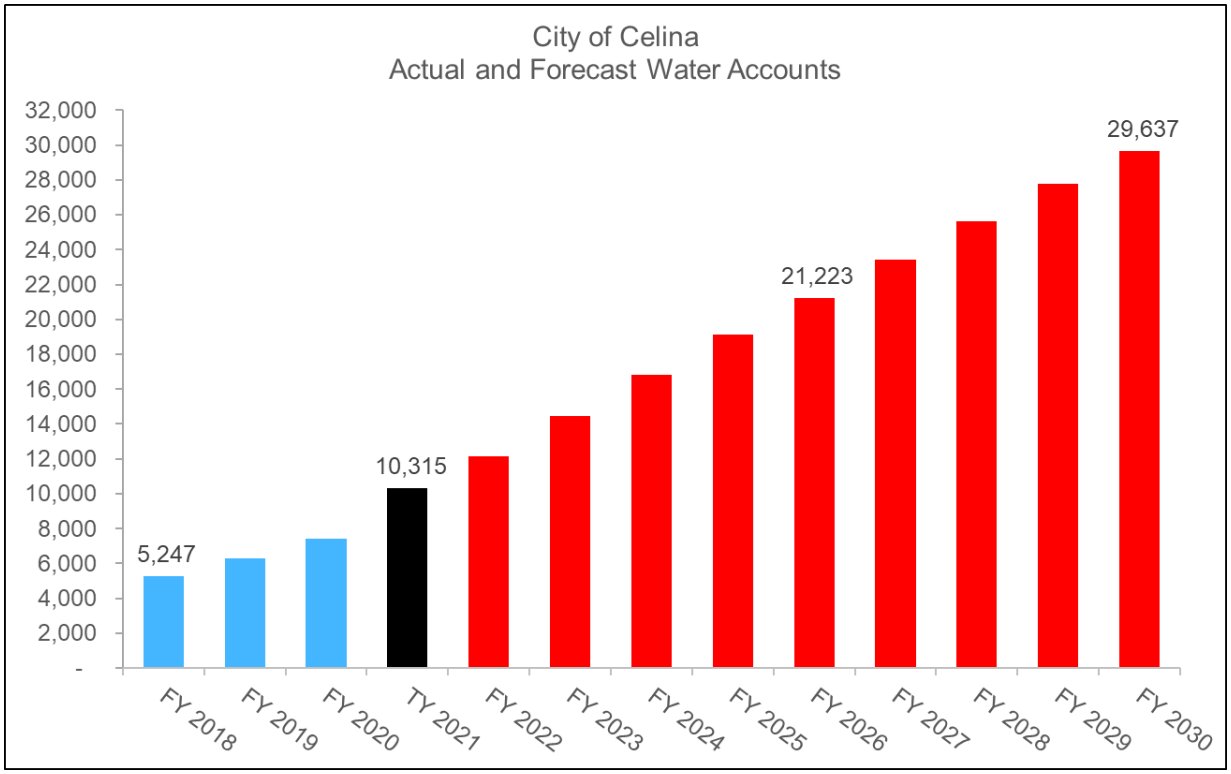

Table II-4 and **Chart II-5** present wastewater accounts and classifications for the City for the past three fiscal years and the forecast growth over the next ten years. The tables reveal that the City's total wastewater accounts of **9,465** in FY 2021 are forecast to increase to **28,787** by FY 2030.

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TABLE II-4

CITY OF CELINA

FORECAST TOTAL CUSTOMERS

WASTEWATER Customer Classes

Fiscal Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
WASTEWATER Total Customers					
FY 2015	2,268	5	128	1	**2,402**
FY 2016	2,771	2	139	1	**2,913**
FY 2017	3,516	1	129	1	**3,647**
FY 2018	4,398	2	136	1	**4,537**
FY 2019	5,331	1	145	1	**5,478**
FY 2020	6,438	2	150	1	**6,591**
TY 2021	9,269	2	193	1	**9,465**
FY 2022	11,004	12	255	1	**11,272**
FY 2023	13,239	22	335	1	**13,597**
FY 2024	15,535	32	418	1	**15,986**
FY 2025	17,746	42	497	1	**18,286**
FY 2026	19,751	52	569	1	**20,373**
FY 2027	21,871	62	645	1	**22,579**
FY 2028	24,006	72	722	1	**24,801**
FY 2029	26,035	82	795	1	**26,913**
FY 2030	27,835	92	859	1	**28,787**
WASTEWATER Annual New Customers					
FY 2019	932	(1)	9	-	**941**
FY 2020	1,107	1	5	-	**1,113**
TY 2021	2,831	0	43	-	**2,875**
FY 2022	1,735	10	62	-	**1,807**
FY 2023	2,235	10	80	-	**2,325**
FY 2024	2,296	10	82	-	**2,388**
FY 2025	2,211	10	79	-	**2,300**
FY 2026	2,005	10	72	-	**2,087**
FY 2027	2,120	10	76	-	**2,206**
FY 2028	2,135	10	77	-	**2,222**
FY 2029	2,029	10	73	-	**2,112**
FY 2030	1,800	10	65	-	**1,875**

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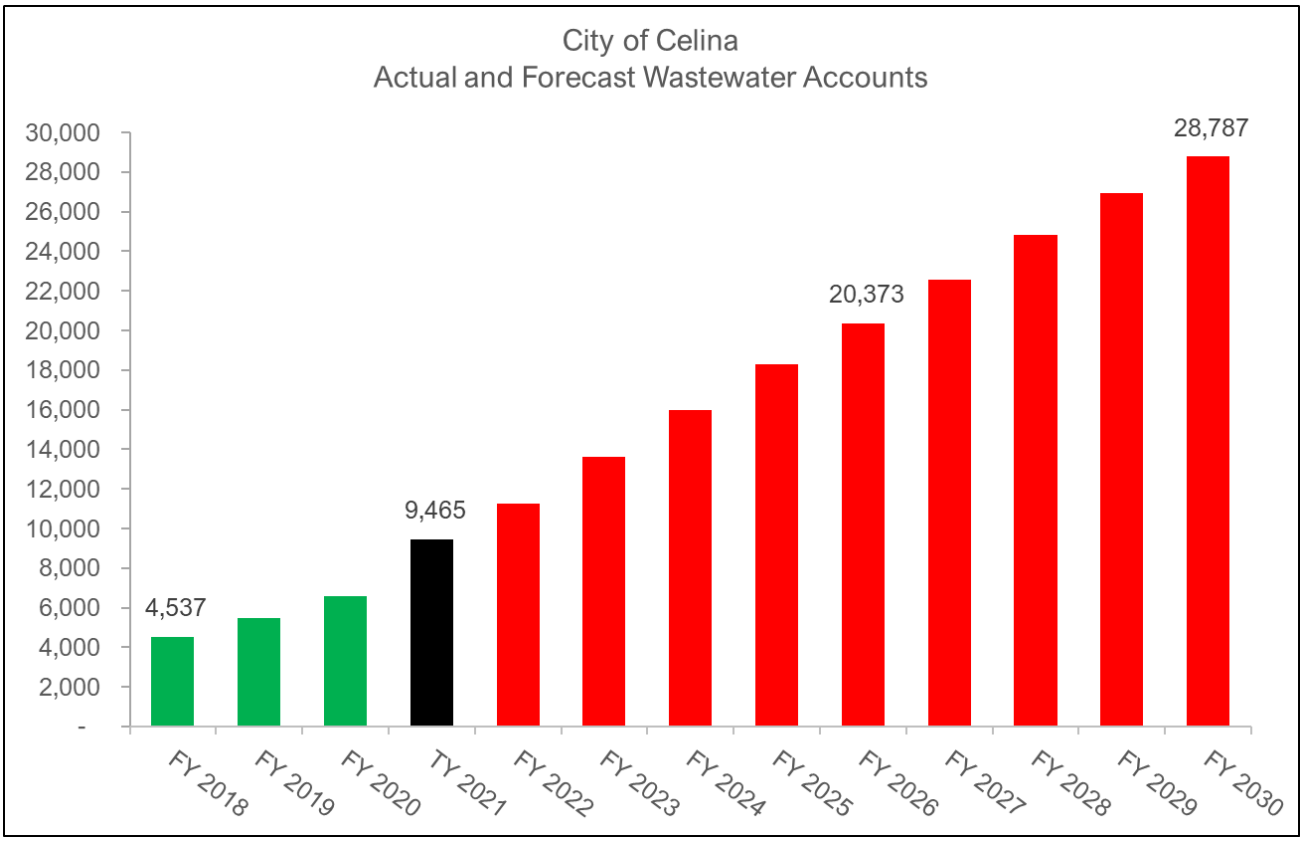
CHART II-5



Historical and Forecast Water Consumption

Total water system consumption data was analyzed over the same period as customer data. The project team prepared a ten-year forecast of water usage based on the same principles on which customer accounts were projected.

Chart II-6 presents test year water consumption by defined customer class. Residential presents the highest percentage of usage (approximately 85%), but the City's outside residential and commercial class accounts make up the remaining 15%, with outside residential only being 0.37%.

Chart II-7 presents the average monthly consumption by customer class in the Test Year. Residential customers' water usage averages approximately 6,700 gallons per month.

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

CHART II-6

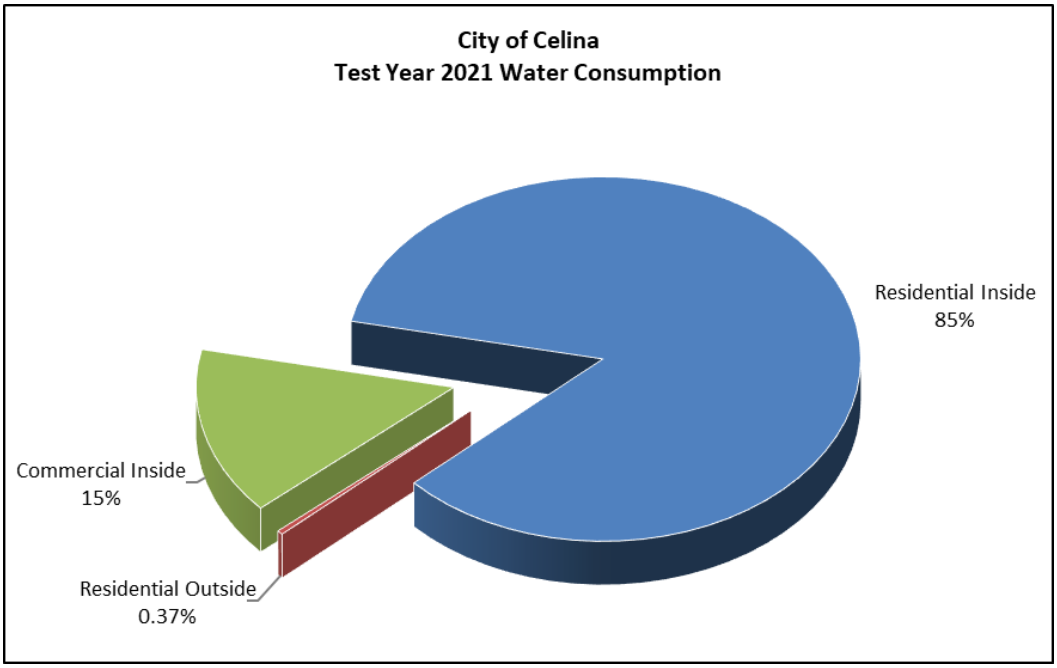


CHART II-7

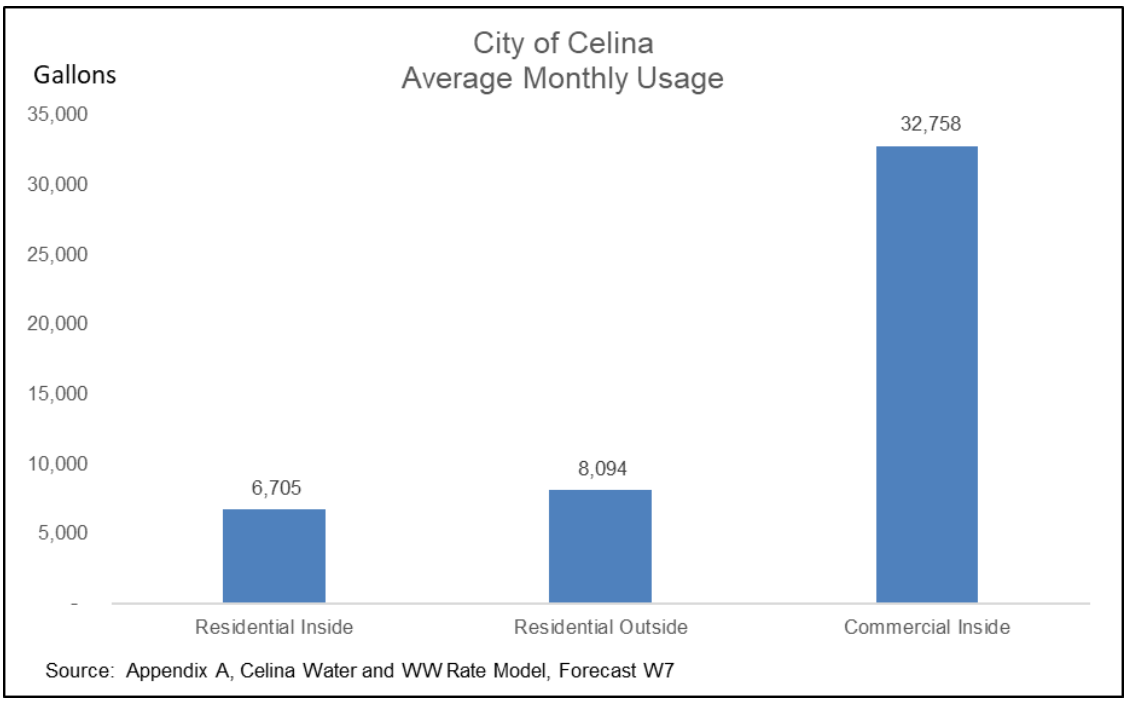


Table II-8 and **Chart II-9** which present consumption by rate classification for the City for the past six fiscal years and the forecast growth over the next ten years

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

TABLE II-8

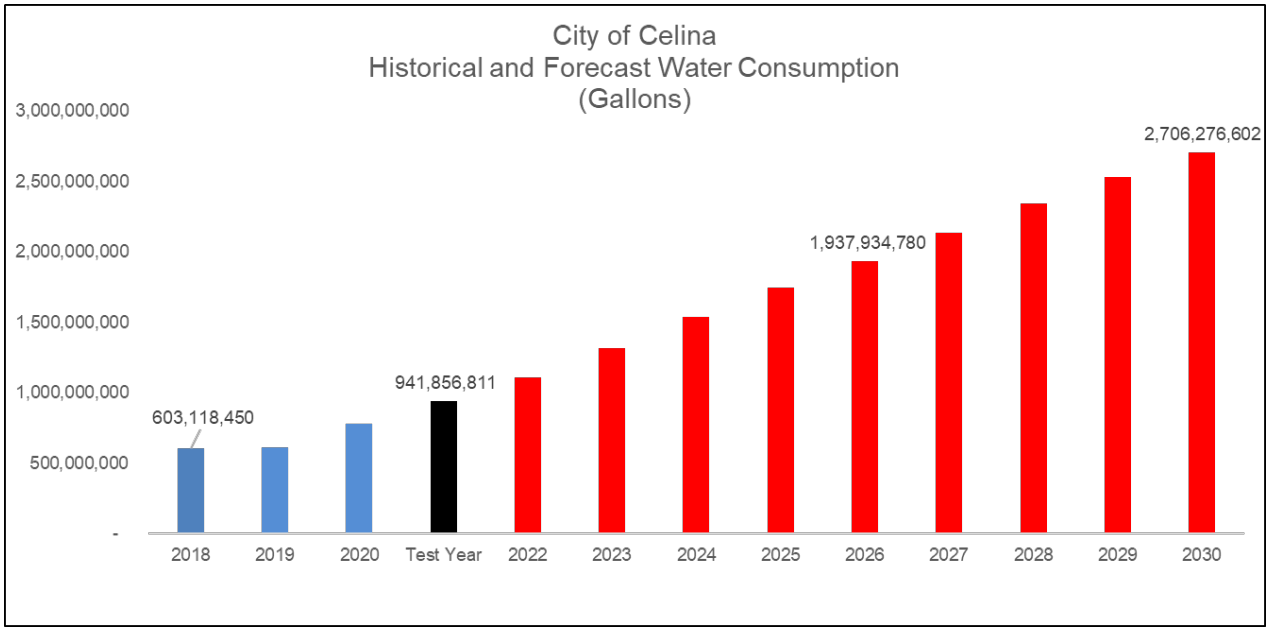
CITY OF CELINA

FORECAST BILLED CONSUMPTION

WATER Customer Classes

	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
WATER Historical Volume					
2015	206,962,840	41,836,504	73,571,984	10,199,400	**332,570,728**
2016	226,356,251	69,370,331	86,881,720	10,076,400	**392,684,702**
2017	258,818,532	85,140,618	101,681,500	26,425,200	**472,065,850**
2018	366,305,382	115,148,740	108,048,228	13,616,100	**603,118,450**
2019	384,668,859	117,585,308	101,052,400	6,601,700	**609,908,267**
2020	510,105,731	142,965,167	123,416,400	5,783,000	**782,270,298**
WATER Forecast Volume					
Test Year	798,417,613	3,496,600	139,942,599	-	**941,856,811**
2022	938,017,991	4,467,878	164,411,047	-	**1,106,896,916**
2023	1,117,849,027	5,439,156	195,930,920	-	**1,319,219,103**
2024	1,302,588,202	6,410,433	228,311,068	-	**1,537,309,704**
2025	1,480,488,166	7,381,711	259,492,474	-	**1,747,362,351**
2026	1,641,813,099	8,352,989	287,768,692	-	**1,937,934,780**
2027	1,812,391,084	9,324,267	317,666,737	-	**2,139,382,088**
2028	1,984,175,988	10,295,544	347,776,326	-	**2,342,247,858**
2029	2,147,431,993	11,266,822	376,391,012	-	**2,535,089,827**
2030	2,292,262,357	12,238,100	401,776,146	-	**2,706,276,602**

CHART II-9



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Peaking Factors

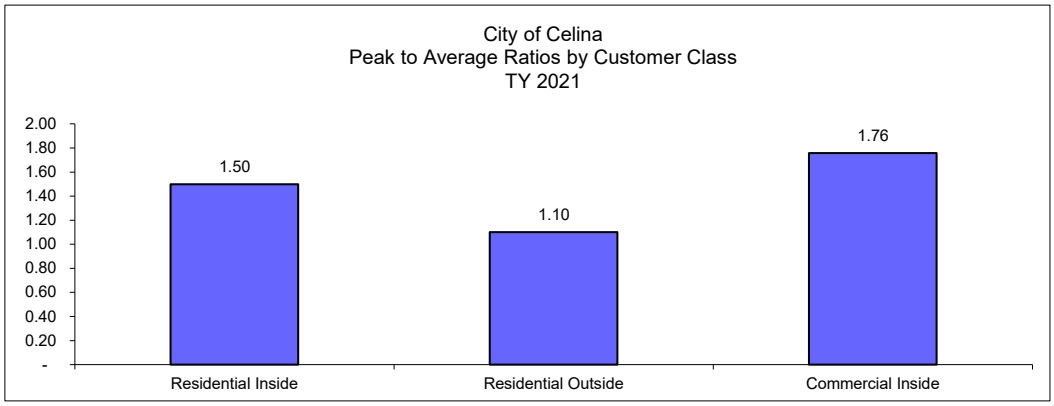
The cost of providing water to customers depends not only on the amount of water each class uses, but also on how that usage occurs over time. The maximum-day and maximum-hour peaking requirements of a water utility's customers are an important influence on the utility's costs. Because water utilities attempt to meet all the demands of their customers, water systems are sized to meet customers' peak requirements. Therefore, during off-peak periods, there are usually significant costs associated with the unused capacity of the system. These costs must be allocated to customers in proportion to the contribution of each customer class to the system peak, to develop equitable cost-based rates. Thus, it is necessary to determine the peak rate of use relative to the average rate of use for each class. This ratio is called a ***Peaking Factor***.

The consumption data by class provided by the City was utilized in the rate model to calculate the peak day factor and peaking factors for individual rate classes.

The calculation of peaking factors for individual classes relies on available pumping and consumption information as well as professional judgment. If customer meters could record daily flow rates for each customer, more refined information could be obtained on peaking factors. This is not feasible because of the enormous cost that would be imposed on the utility. Therefore, it is accepted practice in the water industry to develop peaking factor estimates based on standard formulas using system peak day information and monthly customer class usage records. This is a conservative methodology, since customer class peaking factors based on peak months will inevitably be lower than the system-wide peaking factor, which is based on the peak day.

Based on AWWA guidelines, the customer class peaking factors calculated in this study are for non-coincidental peaks. The peaking factors developed for this analysis are based on the annualized water consumption by customer class for the months of May 2020 through April 2021. The calculations of the peaking factors by class are presented graphically in **Chart II-10**.

CHART II-10



A general ratemaking rule is that **the higher the peak to average ratio, the higher the unit cost of service for a given customer class.** While this is not an absolute rule, it is a good general indicator as to which customer classes are incurring the greatest costs to provide service. This principle will be examined more thoroughly in Section III.

The chart reveals that the highest peak to average ratio is for the **Commercial Inside** customer class.

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Historical and Forecast Wastewater Flows

The City currently calculates wastewater charges for all customers based on their total volume of water consumption. The wastewater charges for Single-Family Residential customer class is capped at 11,000 gallons water consumption per month.

As with water billed consumption, the project team prepared a ten-year forecast of wastewater billing units. Since individual customer wastewater flow is not metered, it is derived from the water consumption figures for each customer class. The billing unit forecast is derived using anticipated growth in accounts as depicted in Table II-4. The results of the forecast are presented in **Table II-11** and **Chart II-12**. It should be noted that these totals assume that the City adopts a Winter Average basis for calculating wastewater billing units.

TABLE II-11

CITY OF CELINA

FORECAST WASTEWATER BILLING UNITS

	WASTEWATER Customer Classes				
	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
WASTEWATER Historical Volume					
2015	168,638,444	156,100	15,748,990	92,200	**184,635,734**
2016	217,345,047	86,100	20,605,360	92,600	**238,129,107**
2017	276,165,029	72,600	21,126,552	74,400	**297,438,581**
2018	378,932,981	70,200	23,775,800	55,900	**402,834,881**
2019	406,542,490	71,600	23,468,100	54,000	**430,136,190**
2020	539,195,952	122,700	24,769,100	22,300	**564,110,052**
WASTEWATER Forecast Volume					
Test Year	676,133,747	166,100	29,040,641	52,000	**705,392,488**
2022	660,240,000	1,008,000	38,406,667	52,000	**699,706,667**
2023	794,340,000	1,848,000	50,471,837	52,000	**846,711,837**
2024	932,100,000	2,688,000	62,866,302	52,000	**997,706,302**
2025	1,064,760,000	3,528,000	74,801,912	52,000	**1,143,141,912**
2026	1,185,060,000	4,368,000	85,625,476	52,000	**1,275,105,476**
2027	1,312,260,000	5,208,000	97,069,842	52,000	**1,414,589,842**
2028	1,440,360,000	6,048,000	108,595,183	52,000	**1,555,055,183**
2029	1,562,100,000	6,888,000	119,548,306	52,000	**1,688,588,306**
2030	1,670,100,000	7,728,000	129,265,221	52,000	**1,807,145,221**

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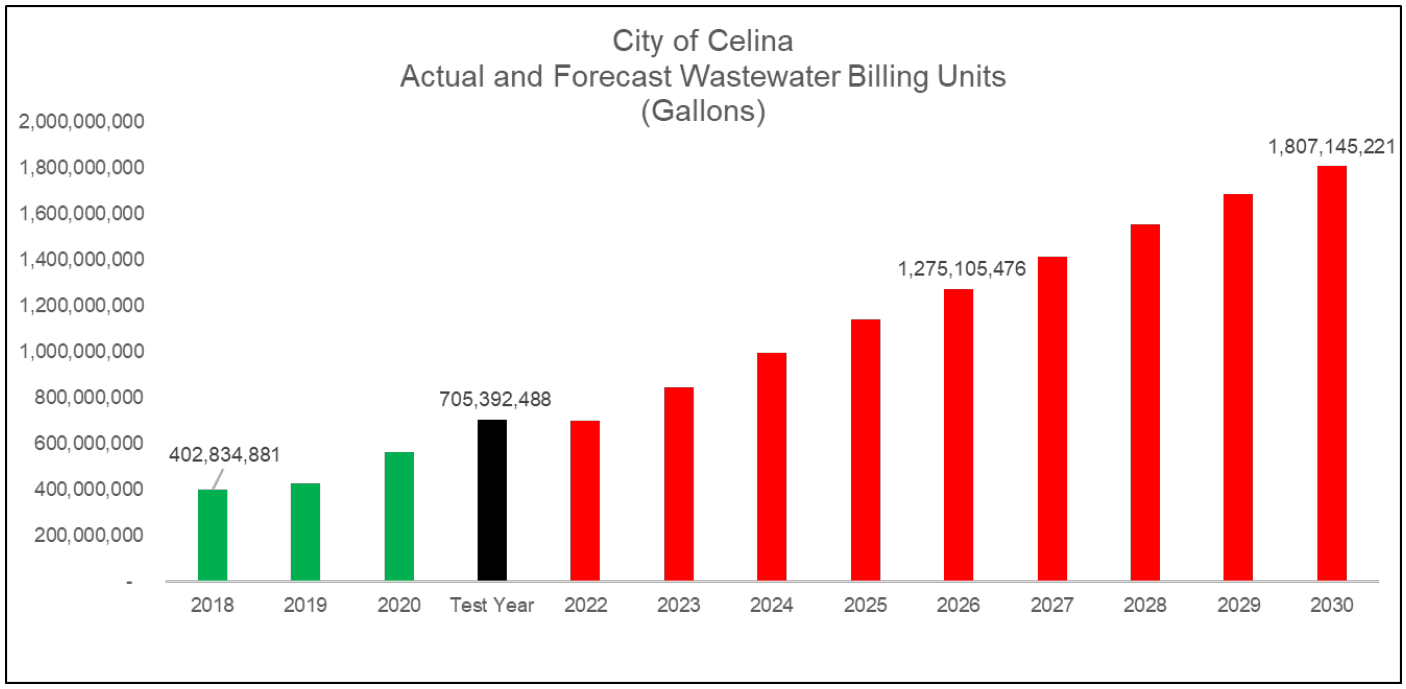
CHART II-12



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SECTION III

Water & Wastewater Forecast Revenue Requirement

In this section of the water and wastewater rate study and long-term financial plan, the City of Celina's test year and forecast water and wastewater utility revenue requirements are developed. The test year consists of the City's current fiscal year, October 1, 2020, through September 30, 2021. The estimates presented in this section are based on the City's approved budget for FY 2021.

The calculation of a revenue requirement differs from a utility's budget in that it represents only that amount that must be raised through the City's user rates. This means that non-rate revenue (such as reconnection fees, late payment charges and interest) must be subtracted from the budgeted operating and capital expenditures to determine the net revenue requirement to be raised from rates.

As is typical for publicly owned utilities, the City of Celina's system revenue requirements were developed using the cash basis of ratemaking. Under the cash basis, as defined by the AWWA Manual M-1, system revenue requirements consist of cash expenditures and other financial commitments (such as debt service coverage or reserves) that must be met through system operating revenues and other revenue sources.

All data used in the development of the revenue requirements was obtained from the financial statements, budgets and other information provided by the City. Calculation summaries are presented in the rate model summaries contained in **Appendix A** of this report. For rate design purposes, revenue requirements are developed separately for the water and wastewater systems.

The assumptions utilized in this expense forecast will be thoroughly detailed in this section of the report. These assumptions are critical to the development of both the revenue requirement and the ultimate rate recommendation. The project team reviewed these assumptions with the City staff and considers all to be consistent with staff recommendations.

In this section, current and forecast Operating Costs, Capital Outlays, Transfers, and Debt Service will be examined first. Non-rate revenues will be subtracted from the total to yield the Net Revenue Requirement.

Operating Expenses and Capital Outlays – Test Year

Table III-1 summarizes the test year FY 2021 water system operating expenses and capital outlays in detail by department. **Table III-2** presents the test year FY 2021 operating expenses and capital outlays in detail by department for the wastewater system.

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The City's Water and Sewer Enterprise Fund accounts for all water, sewer and utility billing functions, including administration, operation and maintenance of the water and sewer system and billing and collection activities. There are three (3) Cost Centers within the City's Utility Fund, each with their own budget. Each of the Cost Centers typically includes some or all of the expense categories of Personnel Services, Materials and Supplies, Contractual & Professional, Sundry, Reimbursements, and Capital Outlays. Other Non-Departmental expenses and Transfers are shown outside of these Cost Centers but in the Fund budget.

The City's budget has the following expense categories in each Cost Center:

- **Personnel Services -** includes personnel salaries and benefits
- **Contractual Services** – includes water and wastewater consultant and contractor financial and engineering services
- **Materials and Supplies** – Office supplies, IT software/hardware, tools, and chemicals
- **Maintenance** – refers to costs related to maintenance and fuel for vehicles and facilities and sludge removal
- **Utilities** – includes costs for electric and gas services and phone services
- **Operation and Capital Outlays** – includes Upper Trinity Regional Water District Fees for purchased water and fees charged for conveyance and treatment of wastewater and capital outlays. Note: the rate model separates UTRWD costs into a distinct line item
- **Non – Departmental** – primarily transfers the Water and Sewer Funds allocated share of expenses to other internal funds, including the General Fund.

Tables III-1 and **III-2** also allocate total budget expenses between the water and wastewater functions based on general ratemaking principles. As the tables show, total operating expenses, and capital outlays in the test year are **$8,709,099** for the water utility and **$4,996,073** for the wastewater utility.

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TABLE III-1

CITY OF CELINA

WATER Operating Expanses, Transfers and Capital Outlays

SCENARIO: 2022 03 09 Scenario 1 -- Winter Average Phase In

Department Code		Net Budget	Treatment	Distribution	Admin	Customer Billing
	Operating & Maintenance					
1	Personnel Svcs	$ 1,448,978	$ -	$ 1,317,287	$ 23,034	$ 108,657
2	Contractual	538,296	-	320,075	214,100	4,121
3	Materials & Supplies	1,074,200	5,625	308,675	-	759,900
4	Operations	250,290	-	233,000	16,500	790
5	Utilities	205,051	-	15,890	103,350	85,811
6	Administration	-	-	-	-	-
UTRWD-W	Upper Trinity Regional Water District- Water	4,500,000	4,500,000	-	-	-
	Total Operating & Maintenance	**8,016,816**	**4,505,625**	**2,194,927**	**356,984**	**959,280**
	Transfers	**484,790**	**-**	**-**	**484,790**	**-**
	Capital Outlays	**207,494**	**-**	**204,389**	**776**	**2,328**
	Total WATER Operating Expenses, Transfers and Capital Outlays	**$ 8,709,099**	**$ 4,505,625**	**$ 2,399,316**	**$ 842,550**	**$ 961,608**

TABLE III-2

CITY OF CELINA

WASTEWATER Operating Expanses, Transfers and Capital Outlays

SCENARIO: 2022 03 09 Scenario 1 -- Winter Average Phase In

Department Code		Net Budget	Treatment	Collection	Admin	Customer Billing
	Operating & Maintenance					
1	Personnel Svcs	$ 805,646	$ 361,581	$ 361,581	$ 16,147	$ 66,338
2	Contractual	273,426	118,505	151,405	1,000	2,516
3	Materials & Supplies	124,000	27,500	96,500	-	-
4	Operations	152,583	32,800	119,300	-	483
5	Utilities	63,916	120	120	11,286	52,390
6	Administration	35,300	-	-	35,300	-
UTRWD-W	Upper Trinity Regional Water District- Water	2,989,360	2,989,360	-	-	-
	Total Operating & Maintenance	**4,444,230**	**3,529,866**	**728,906**	**63,733**	**121,726**
	Transfers	**295,977**	**-**	**-**	**295,977**	**-**
	Capital Outlays	**255,865**	**-**	**253,970**	**474**	**1,422**
	Total WATER Operating Expenses, Transfers and Capital Outlays	**$ 4,996,073**	**$ 3,529,866**	**$ 982,876**	**$ 360,184**	**$ 123,148**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Operating Expenses and Capital Outlays – Ten Year Forecast

Table III-3 and **Chart III-4** present the water and wastewater utility operating expense and capital outlay forecast for the five-year period FY 2021 – FY 2025. Details behind these calculations can be found in the rate model summarized in **Appendix A**. This forecast is based on the following set of assumptions:

- Most operating costs are expected to increase at an annual rate of 3.0%, which is approximately equivalent to the rate of inflation.
- Certain expenses will increase at above-inflation rates, to reflect the rapid rate of increase of these costs. These expenses include chemicals, workers' compensation, Medicare, and insurance.
- Because of the significant growth in number of utility accounts, thirty-six additional employees are anticipated by the City through FY 2030. Six utility billing personnel; sixteen water department personnel; and fourteen wastewater department personnel.
- Many other operating expenses are expected to increase significantly due to the unprecedented growth in accounts. Growth impacts such volume-related expenses as chemicals, electricity, gasoline, etc.
- Utility Billing Costs are distributed to water, solid waste and wastewater based on FY 2021 revenue budgeted for each department.
- As shown in these charts, UTRWD charges are by far the largest annual expense paid by Celina's water and wastewater utilities. The project team utilized UTRWD's most recent budgeted rate forecast as the basis for the UTRWD cost estimates. **Any changes in UTRWD forecast rate estimates used in determining the City's water and wastewater revenue requirement for this rate study could require significant changes to the rate plan presented in this report.**
- The forecast includes an annual transfer to General Fund for General and Administrative services. These transfers are forecast to increase at the inflation rate plus the annual account growth rate.

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TABLE III-3

CITY OF CELINA

CURRENT AND FORECAST NET REVENUE REQUIREMENT

SCENARIO:
2022 03 09 Scenario 1 -- Winter Average Phase In

	Operating Expenses	Capital Outlays	Transfers & Contingencies	Total Cost of Service
WATER Revenue Requirement				
2021	$ 8,016,816	$ 207,494	$ 484,790	**$ 8,709,099**
2022	8,493,336	207,494	584,272	**9,285,101**
2023	10,135,910	207,494	713,870	**11,057,274**
2024	11,976,535	207,494	853,299	**13,037,328**
2025	13,910,243	207,494	995,487	**15,113,223**
2026	15,691,229	207,494	1,133,916	**17,032,638**
2027	17,856,313	207,494	1,285,800	**19,349,606**
2028	20,236,362	207,494	1,446,296	**21,890,152**
2029	22,353,765	207,494	1,608,757	**24,170,016**
2030	24,884,444	207,494	1,765,646	**26,857,584**
WASTEWATER Revenue Requirement				
2021	4,444,230	255,865	295,977	**4,996,073**
2022	4,683,017	255,865	356,713	**5,295,596**
2023	5,695,766	255,865	435,836	**6,387,468**
2024	6,372,539	255,865	520,962	**7,149,366**
2025	7,608,418	255,865	607,771	**8,472,054**
2026	8,897,968	255,865	692,286	**9,846,119**
2027	9,685,218	255,865	785,015	**10,726,099**
2028	10,787,778	255,865	883,002	**11,926,645**
2029	11,648,608	255,865	982,188	**12,886,662**
2030	12,496,813	255,865	1,077,973	**13,830,652**
TOTAL Revenue Requirement				
2021	12,461,046	463,359	780,767	**13,705,172**
2022	13,176,354	463,359	940,985	**14,580,698**
2023	15,831,676	463,359	1,149,706	**17,444,741**
2024	18,349,074	463,359	1,374,261	**20,186,693**
2025	21,518,661	463,359	1,603,257	**23,585,277**
2026	24,589,197	463,359	1,826,202	**26,878,757**
2027	27,541,531	463,359	2,070,815	**30,075,705**
2028	31,024,140	463,359	2,329,298	**33,816,797**
2029	34,002,374	463,359	2,590,945	**37,056,678**
2030	37,381,257	463,359	2,843,619	**40,688,236**

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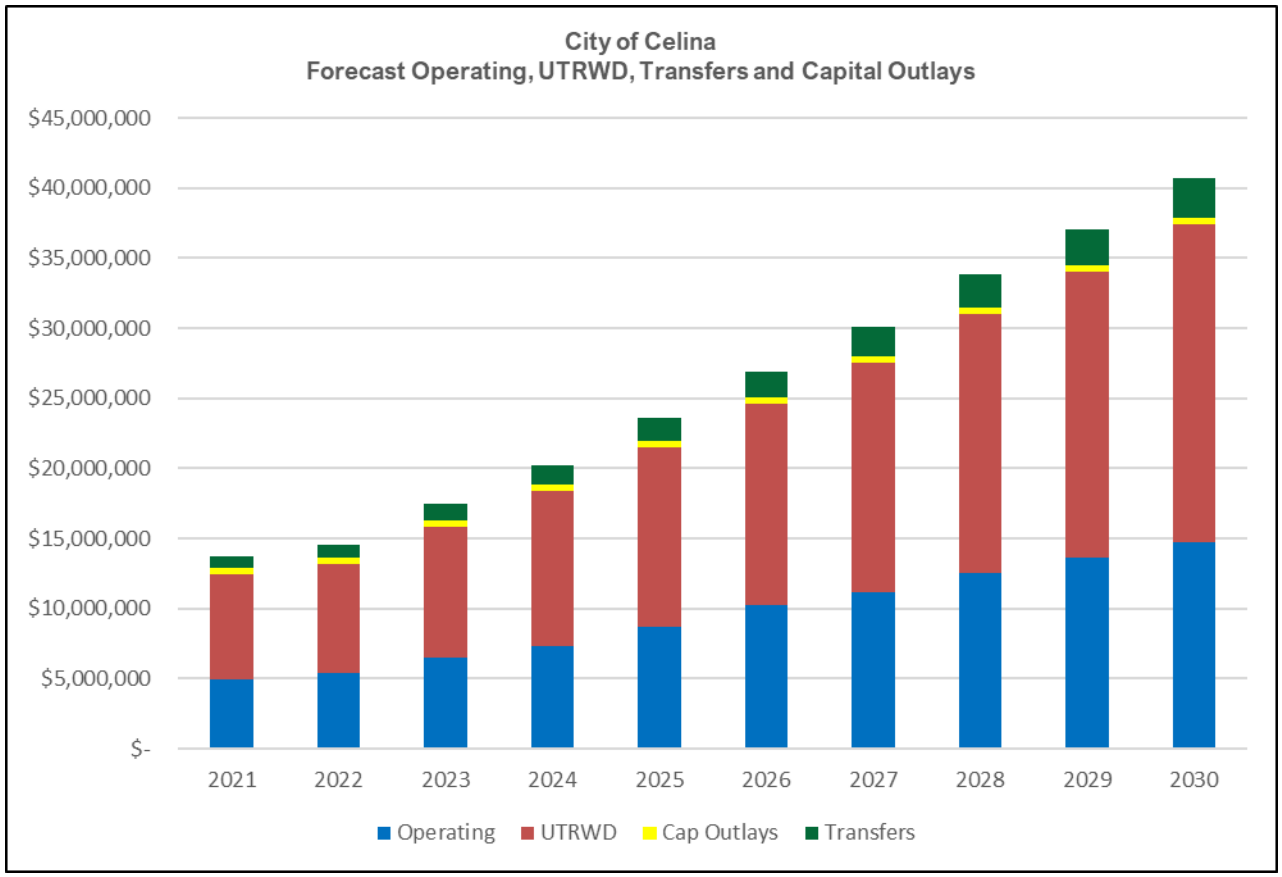
CHART III-4



Upper Trinity Regional Water District (UTRWD)

As stated above, a primary component of the City's operating budget is its contractual agreement for treated water service from UTRWD. The project team obtained recent correspondence from UTRWD regarding their preliminary forecasts of the future cost of service. Each year UTRWD updates its forecast of operating and capital expenses, with new rates adopted by the UTRWD Board of Directors in September. UTRWD's preliminary forecast reveals an expected graduated series of rate increases over the next several years as it builds additional infrastructure, develops additional water sources, and expands its operations. These actions will require that the District incur sizable capital outlays and new bond issues which will be factored into the rates charged to customers.

The City also sends a portion of its wastewater flows to UTRWD for treatment. UTRWD maintains wastewater treatment plants and a transmission system utilized in conveying and treating Celina wastewater flows. The respective flows and varying cost projections for each of these wastewater system components were factored into the cost projections for wastewater treatment and transmission in the rate model.

The volume charge for water from the UTRWD in FY 2021 is $1.16 per thousand gallons. The UTRWD annual demand charge is $455,150 per MGD. The volume charge is forecast to increase annually by 8.0% in 2022, and 3.5% in 2023 - 2030. The annual demand charge is forecast to increase by 2.3% in 2022, 3.5% in 2023 and 2024, and by 5.0% in 2025-2030. The project team estimated that wastewater rates will increase annually by 3.5% for inflation. **Chart III-5** presents the forecast percent increases in UTRWD's water and wastewater charges paid by

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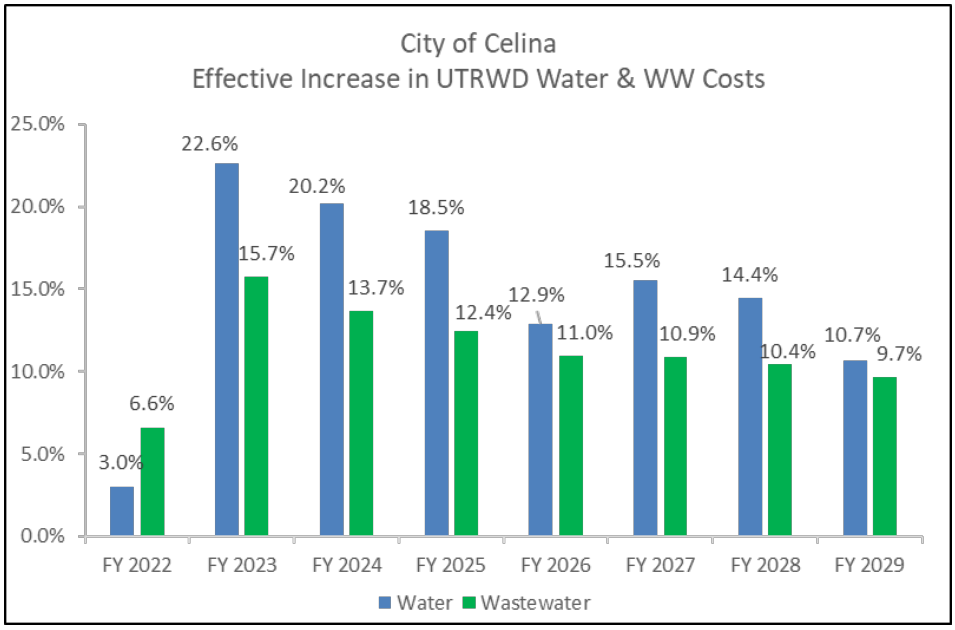
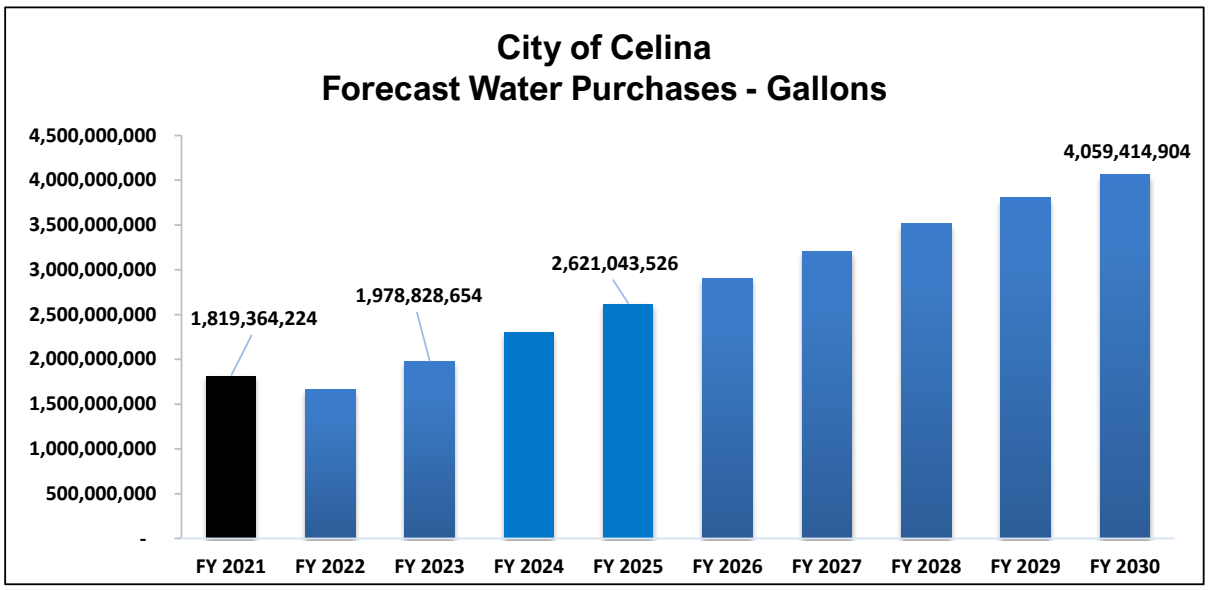
Celina for the next decade. Importantly, these increases do not just reflect cost increases by UTRWD; they also incorporate Celina's forecast growth in accounts and demand. It should also be noted that Celina's contract water demand is assumed to increase by 1.25 MGD through 2023 then increase 1.0 MGD in 2024 and in 2025.

CHART III-5



The forecast water purchases from UTRWD are presented in **Chart III-6**. Based on current account growth estimates, water purchases from UTRWD are expected to increase from approximately 1.8 billion gallons in the test year 2021 to over 4.0 billion in fiscal year ending 2030.

CHART III-6



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Capital Improvement Plan

The City has developed a comprehensive capital improvement plan ("CIP") for its water and wastewater system. The plan includes estimates for infrastructure capital improvements for the ten-year (2021 – 2030) rate study financial planning period. This plan includes an aggressive list of projects required to meet the City's utility service needs, given its remarkably high growth forecasts in number of accounts and water/wastewater demands. The water CIP includes storage, pumps and distribution lines expansion, repairs, and upgrades. The wastewater CIP includes wastewater treatment and collection system expansion, and upgrades to infrastructure. In developing a ten-year financial forecast, the project team used the totals provided by the City to determine an overall estimate for capital spending needs for the decade. This total CIP for the next ten years is **$389,110,861**, presented in **Table III-7**.

TABLE III-7

CITY OF CELINA
CAPITAL IMPROVEMENT PLAN
FUNDING THROUGH NEW BOND ISSUES

WATER PROJECTS		
2021	$	29,294,351
2022		13,179,925
2023		19,340,300
2024		12,800,000
2025		29,525,000
2026		11,410,000
2027		11,037,000
2028		10,961,050
2029		18,975,235
2030		26,160,900
Total Water Projects	**$**	**182,683,761**
WASTEWATER PROJECTS		
2021	$	8,753,000
2022		35,500,000
2023		3,733,100
2024		48,970,000
2025		47,264,000
2026		17,500,000
2027		21,125,000
2028		8,804,000
2029		12,181,000
2030		2,597,000
Total Wastewater Projects	**$**	**206,427,100**
Total Water and Wastewater Projects	**$**	**389,110,861**

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Existing and Forecast Debt Service

The City expects to issue another $255 million in debt over the next decade to finance the balance of the water and wastewater CIP. These assumptions are consistent with City staff's desires and with the City's intention to fund all capital improvements through debt and impact fees. **Table III-8** presents the annual debt forecast to be issued by the City. The debt is assumed to have a 25-year term and an interest rate of 3.0%.

Table III-8

CITY OF CELINA
Forecast Annual Utility Bond Issues

	Water	Wastewater	Total
2022	$ 10,000,000	$ 30,000,000	$ 40,000,000
2023	10,000,000	30,000,000	40,000,000
2024	10,000,000	20,000,000	30,000,000
2025	15,000,000	35,000,000	50,000,000
2026	10,000,000	20,000,000	30,000,000
2027	10,000,000	10,000,000	20,000,000
2028	10,000,000	5,000,000	15,000,000
2029	10,000,000	5,000,000	15,000,000
2030	10,000,000	5,000,000	15,000,000
Total	**95,000,000**	**160,000,000**	**255,000,000**

Table III-8A presents current and forecast debt service for the water and wastewater utility. At present the water and wastewater utility has eight bond issues outstanding with principal totaling over $102.8 million. The current outstanding bond principal is for debt that was issued between 2012 and 2021. This debt is a combination of Certificates of Obligation (CO) and General Obligation (GO) bonds.

TABLE III-8A

CITY OF CELINA
CURRENT AND FORECAST DEBT SERVICE
SCENARIO: 2022 03 09 Scenario 1 -- Winter Average Phase In

	Water		Wastewater		
Year	Current	Forecast	Current	Forecast	Total
2021	$ 3,162,614	$ -	$ 2,295,763	$ -	**$ 5,458,378**
2022	4,284,832	-	2,961,628	-	**7,246,460**
2023	4,759,411	585,764	3,289,652	1,757,293	**10,392,121**
2024	4,765,371	1,171,529	3,293,772	3,514,586	**12,745,257**
2025	4,575,686	1,757,293	3,162,664	4,686,114	**14,181,757**
2026	4,584,992	2,635,939	3,169,096	6,736,289	**17,126,316**
2027	4,578,377	3,221,704	3,164,523	7,907,818	**18,872,421**
2028	4,579,168	3,807,468	3,165,070	8,493,582	**20,045,287**
2029	4,576,880	4,393,232	3,163,489	8,786,464	**20,920,065**
2030	4,561,950	4,978,996	3,153,169	9,079,346	**21,773,462**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Non-Rate Revenues

Although rate revenues constitute the majority of the revenue received by the City of Celina for water and wastewater service, a certain amount of revenue is accrued from non-rate sources. These revenues include connection fees, miscellaneous charges, permit fees, testing fees, construction water and other fees. These non-rate revenues are subtracted from the overall budget to determine the revenue requirement to be raised from rates.

It should be noted that a substantial portion of non-rate revenues come from water and wastewater connection fees. These fees are expected to increase as the City's population grows. However, if the annual growth in number of accounts begins to slow there will be a corresponding reduction in annual revenue from connection fees.

Non-Rate Revenues not specifically and solely tied to either water or wastewater were allocated equally between the two utilities based. Except for connection fees, non-rate revenues are projected to remain stable over the forecast period. Annual non-rate revenue totals are presented in **Table III-9.**

TABLE III-9

CITY OF CELINA

FORECAST NON-RATE REVENUES

SCENARIO:

2021 06 15 Scenario 1 -- Winter Average

	Water	Wastewater	Total Water & WW
2021	$ 1,808,960	$ 1,271,786	**$ 3,080,746**
2022	1,808,960	1,271,786	**3,080,746**
2023	1,836,465	1,546,509	**3,382,974**
2024	1,839,820	1,580,025	**3,419,846**
2025	1,835,144	1,533,323	**3,368,467**
2026	1,823,812	1,420,137	**3,243,949**
2027	1,830,138	1,483,323	**3,313,461**
2028	1,830,964	1,491,565	**3,322,528**
2029	1,825,133	1,433,323	**3,258,456**
2030	1,812,535	1,307,500	**3,120,035**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Net Revenue Requirement

Table III-10 presents the test year and ten-year forecast for the City's net revenue requirement to be raised from rates for the water and wastewater utility for the test year 2021 and forecast period. The water and wastewater net revenue requirement is expected to increase from **$16,082,804** in FY 2021 to **$59,341,662** in FY 2030.

TABLE III-10

CITY OF CELINA

CURRENT AND FORECAST NET REVENUE REQUIREMENT

SCENARIO:
2022 03 09 Scenario 1 -- Winter Average Phase In

	Operating Expenses	Capital Outlays	Debt Service	Transfers & Contingencies	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
WATER Revenue Requirement							
2021	$ 8,016,816	$ 207,494	$ 3,162,614	$ 484,790	**$ 11,871,713**	$ 1,808,960	**$ 10,062,754**
2022	8,493,336	207,494	4,284,832	584,272	**13,569,933**	1,808,960	**11,760,974**
2023	10,135,910	207,494	5,345,176	713,870	**16,402,449**	1,836,465	**14,565,985**
2024	11,976,535	207,494	5,936,900	853,299	**18,974,227**	1,839,820	**17,134,407**
2025	13,910,243	207,494	6,332,979	995,487	**21,446,203**	1,835,144	**19,611,058**
2026	15,691,229	207,494	7,220,931	1,133,916	**24,253,570**	1,823,812	**22,429,757**
2027	17,856,313	207,494	7,800,080	1,285,800	**27,149,687**	1,830,138	**25,319,548**
2028	20,236,362	207,494	8,386,635	1,446,296	**30,276,788**	1,830,964	**28,445,824**
2029	22,353,765	207,494	8,970,112	1,608,757	**33,140,128**	1,825,133	**31,314,995**
2030	24,884,444	207,494	9,540,946	1,765,646	**36,398,530**	1,812,535	**34,585,995**
WASTEWATER Revenue Requirement							
2021	4,444,230	255,865	2,295,763	295,977	**7,291,836**	1,271,786	**6,020,050**
2022	4,683,017	255,865	2,961,628	356,713	**8,257,224**	1,271,786	**6,985,438**
2023	5,695,766	255,865	5,046,945	435,836	**11,434,413**	1,546,509	**9,887,904**
2024	6,372,539	255,865	6,808,357	520,962	**13,957,723**	1,580,025	**12,377,697**
2025	7,608,418	255,865	7,848,778	607,771	**16,320,832**	1,533,323	**14,787,509**
2026	8,897,968	255,865	9,905,385	692,286	**19,751,504**	1,420,137	**18,331,367**
2027	9,685,218	255,865	11,072,341	785,015	**21,798,440**	1,483,323	**20,315,117**
2028	10,787,778	255,865	11,658,652	883,002	**23,585,297**	1,491,565	**22,093,733**
2029	11,648,608	255,865	11,949,953	982,188	**24,836,615**	1,433,323	**23,403,292**
2030	12,496,813	255,865	12,232,515	1,077,973	**26,063,167**	1,307,500	**24,755,667**
TOTAL Revenue Requirement							
2021	12,461,046	463,359	5,458,378	780,767	**19,163,550**	3,080,746	**16,082,804**
2022	13,176,354	463,359	7,246,460	940,985	**21,827,158**	3,080,746	**18,746,412**
2023	15,831,676	463,359	10,392,121	1,149,706	**27,836,862**	3,382,974	**24,453,888**
2024	18,349,074	463,359	12,745,257	1,374,261	**32,931,950**	3,419,846	**29,512,105**
2025	21,518,661	463,359	14,181,757	1,603,257	**37,767,034**	3,368,467	**34,398,568**
2026	24,589,197	463,359	17,126,316	1,826,202	**44,005,074**	3,243,949	**40,761,125**
2027	27,541,531	463,359	18,872,421	2,070,815	**48,948,126**	3,313,461	**45,634,665**
2028	31,024,140	463,359	20,045,287	2,329,298	**53,862,085**	3,322,528	**50,539,557**
2029	34,002,374	463,359	20,920,065	2,590,945	**57,976,743**	3,258,456	**54,718,287**
2030	37,381,257	463,359	21,773,462	2,843,619	**62,461,697**	3,120,035	**59,341,662**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Water Utility Cost Functionalization

Once the total water and wastewater system costs have been identified, the next step in the rate development process is to isolate the costs associated with each system function. Some of these expenditures are a function of base water demand; others are based on the peak demands placed on the system. Certain costs are associated with serving customers regardless of the volume of water use or wastewater discharge. The basic steps used to allocate the City's water revenue requirements include the following:

1. Each system's costs (revenue requirements) are categorized by utility function (i.e., treatment, distribution, administrative, customer). This process is known as *functionalization*.
2. Functionalized costs are classified based on the service characteristics or the types of demand served by the utility (base and maximum day). This process is known as *classification.*
3. Costs by service characteristic are allocated to customer classes in proportion to the service demands demonstrated by each class.

This three-step process allows for the allocation of system costs in the same terms as customer classes. The approaches described in this section follow standard industry practices. Water system costs are allocated to the following functions:

Treatment – the process by which raw water is converted to potable water

Distribution – the lines that carry water to individual customers' properties

Administration – miscellaneous overhead and other non-operating costs

Customer Billing – the processes involved in billing and providing other services to customers

The project team allocated operating budget line-item expenses individually to system functions based on general guidelines, specific research, and input from the City of Celina staff. The results of the allocation process for the test year are summarized in **Table III-11.**

TABLE III-11

CITY OF CELINA

TEST YEAR WATER COST FUNCTIONALIZATION

SCENARIO:
2022 03 09 Scenario 1 -- Winter Average Phase In
2021

Function	Revenue Requirement	Percent
Treatment	$ 3,819,078	38.0%
Distribution	4,634,006	46.1%
Administration	714,166	7.1%
Customer	895,504	8.9%
Total	**10,062,754**	**100.0%**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Water Utility Cost Classification

The allocation of functionalized water system costs to service characteristics follows the base-extra capacity cost allocation method recommended by AWWA. Using this method, costs are segregated into the following categories:

Base costs – capital costs and O&M expenses associated with service to customers under average demand conditions. This category does not include any costs attributable to variations in water use resulting from peaks in demand. Base costs tend to vary directly with the total quantity of water used.

Maximum Day/Extra Capacity costs – costs attributable to facilities that are designed to meet peaking requirements. These costs include capital and operating charges for additional plant and system capacity beyond that required for average usage.

Customer Billing costs – costs associated with any aspect of customer service, including billing, accounting, and meter services. These costs are independent of the amount of water used and the size of the customer's meter and are not subject to peaking factors.

According to AWWA Manual M-1, in the base-extra capacity method, care must be taken in separating costs between those devoted to base capacity and those devoted to extra capacity. The peak to average factor is calculated by dividing the volume on the peak day of the year by the average daily volume. Facilities designed to meet maximum-day requirements, such as the treatment and distribution functions, are allocated 67% (2/3) to base, and 33% to extra capacity (Max Day). This means that facilities designed to meet maximum-day requirements, such as the treatment and distribution functions, are allocated 67% to base, and 33% to extra capacity.

All customer service-related costs are allocated 100% to customer billing. Administration costs are generally not directly assignable to individual classifications. Therefore, it is standard rate-making practice to allocate these costs on an indirect basis to service characteristics.

The system-wide costs by service characteristic are shown in **Table III-12**. As with cost functionalization, these percentages are not expected to change significantly in the forecast period.

TABLE III-12

CITY OF CELINA

TEST YEAR WATER COST CLASSIFICATION

SCENARIO:
2022 03 09 Scenario 1 -- Winter Average Phase In

Function		2021 Revenue Requirement	Percent
Base	$	6,065,893	60.28%
Maximum Day		3,032,947	30.14%
Customer		963,914	9.58%
Total		**10,062,754**	**100.0%**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Water Utility Cost Allocation

Allocation of costs by service characteristic to customer classes is based on the proportionate use levels of each characteristic by each class. The total water utility costs by customer class for the test year are summarized in **Table III-13** and for the ten-year forecast period in **Table III-14.**

TABLE III-13

CITY OF CELINA

TEST YEAR WATER COST ALLOCATION

SCENARIO:

2022 03 09 Scenario 1 -- Winter Average Phase In

Function	2021 Revenue Requirement	Percent
Residential Inside	$ 8,449,418	84.0%
Residential Outside	44,217	0.4%
Commercial Inside	1,569,119	15.6%
Commercial Outside	-	0.0%
Total	**10,062,754**	**100.0%**

TABLE III-14

CITY OF CELINA

FORECAST WATER COST ALLOCATION

SCENARIO 2022 03 09 Scenario 1 -- Winter Average Phase In

Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
2021	$ 8,449,418	$ 44,217	$ 1,569,119	$ -	**$ 10,062,754**
2022	9,865,539	52,931	1,842,504	-	**11,760,974**
2023	12,215,498	64,500	2,285,986	-	**14,565,985**
2024	14,372,572	74,391	2,687,444	-	**17,134,407**
2025	16,449,643	90,013	3,071,402	-	**19,611,058**
2026	18,812,893	100,566	3,516,298	-	**22,429,757**
2027	21,241,939	111,059	3,966,550	-	**25,319,548**
2028	23,870,243	122,740	4,452,841	-	**28,445,824**
2029	26,278,939	136,454	4,899,602	-	**31,314,995**
2030	29,024,110	155,179	5,406,706	-	**34,585,995**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Wastewater Utility Cost Functionalization and Classification

Wastewater system costs are allocated to the following functions:

Treatment -- Volume – the costs associated with treating wastewater volume discharges

Collection – the lines that transport wastewater from customers' properties to the wastewater treatment plant

Administration – miscellaneous overhead and other non-operating costs

Customer Billing – the processes involved in billing and other services to customers

As was the case for the water system, wastewater utility operating budget line-item expenses are allocated individually to functions. The results of the allocation process are presented on **Table III-15**. As with the water utility, these percentages are not forecast to change significantly during the next ten years.

TABLE III-15

CITY OF CELINA

TEST YEAR WASTEWATER COST FUNCTIONALIZATION

SCENARIO:

2022 03 09 Scenario 1 -- Winter Average Phase In

Function		2021 Revenue Requirement	Percent
Treatment	$	3,861,891	64.2%
Collection		1,759,127	29.2%
Administration		297,363	4.9%
Customer		101,670	1.7%
Total		**6,020,050**	**100.0%**

Wastewater Utility Cost Allocation

Allocation of wastewater utility costs by service characteristic to customer classes is performed in the same manner as described for the water utility. The total wastewater utility costs by customer class for the test year are summarized in **Table III-16** and for the ten-year forecast period in **Table III-17.**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

TABLE III-16

CITY OF CELINA

TEST YEAR WASTEWATER COST ALLOCATION

SCENARIO:
2022 03 09 Scenario 1 -- Winter Average Phase In

Function	2021 Revenue Requirement	Percent
Residential Inside	$ 5,771,426	95.9%
Residential Outside	2,320	0.0%
Commercial Inside	245,571	4.1%
Commercial Outside	733	0.0%
Total	**6,020,050**	**100.0%**

TABLE III-17

CITY OF CELINA

FORECAST WASTEWATER COST ALLOCATION

SCENARIO:
2022 03 09 Scenario 1 -- Winter Average Phase In

Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
2021	$ 5,771,426	$ 2,320	$ 245,571	$ 733	**$ 6,020,050**
2022	6,585,942	19,329	379,164	1,004	**6,985,438**
2023	9,271,758	31,433	583,822	891	**9,887,904**
2024	11,551,064	52,953	772,649	1,031	**12,377,697**
2025	13,750,322	78,171	957,857	1,159	**14,787,509**
2026	17,014,422	96,407	1,219,383	1,155	**18,331,367**
2027	18,820,304	112,675	1,381,005	1,132	**20,315,117**
2028	20,439,130	125,264	1,528,255	1,084	**22,093,733**
2029	21,623,121	138,360	1,640,759	1,052	**23,403,292**
2030	22,852,638	148,643	1,753,379	1,007	**24,755,667**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

SECTION IV

Water and Wastewater Rate Design

Rate design involves determining charges for each class of customers that will generate a desired level of revenue in accordance with AWWA and other industry cost of service rate-making principles. The water and wastewater rates developed in this section are designed to recover the test year and forecast revenue requirements while providing funding for the identified capital improvements and existing debt service. In this section the project team is presenting its recommended alternative rate plans for the City.

Because the project team is recommending structural changes to the City's rates, water and wastewater rates will be examined separately.

Water Rate Plan

Table IV-1 presents a summary of the water rate plan proposed for Residential and Commercial customers for the City of Celina. The following is notable about this rate proposal:

- The rate plan will ensure that water rates will cover the water cost of service.
- The recommended rate plan will allow capital investment into the system to improve quality of service and provide a well-functioning system for future generations, while continuing to operate on a stand-alone basis and independent of general fund assistance.
- The rate plan presents a forecast of rates for three years. City staff and the project team discussed the adoption of rate plan, with rates to be automatically implemented on January 1st of each year beginning with January 2022 and ending in January 2024.
- Importantly, **the project team recommends no change in the City's water rates for the next two years.** However, the project team is forecasting that a rate adjustment will be required effective January 2024.

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

- Given the continued residential and Commercial growth in the City and potential for unexpected events, the project team recommends that the City not commit itself to a rate plan beyond three years. Further, the project team recommends that the City review these rates annually, to incorporate any unanticipated changes to costs, volumes or growth assumptions that may occur during that time.
- The most significant impact on rates will be the cost of UTRWD treated water and debt issued to fund the CIP. **Should UTRWD make material changes to its rate forecasts and/or the City changes its forecast of future debt, the City should undertake an immediate review of its rate plan.**

The project team further recommends that beginning in January 2024, the City begins increasing the minimum charge for its ¾" meters at a higher rate, in order to gradually equalize the minimum change for the ¾" and 1" meters. The reason for this is that the City is no longer installing ¾" meters, as the 1" meter has become the new standard for the City. Therefore over time it is appropriate to equalize the charge for the smallest meter offered by the City. This will be phased in over a five year period, to minimize the "rate shock" associated with this change.

Table IV-2 presents the impact on residential and commercial water monthly charges of the rate proposal.

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TABLE IV-1

CITY OF CELINA

PROPOSED WATER AND WASTEWATER RATE PLAN

		Current	Proposed Jan-22	Proposed Jan-23	Proposed Jan-24	Forecast Jan-25	Forecast Jan-26
Water Rates -- Residential							
Minimum Charge -- 1st 2,000 Gal							
3/4"		$ 24.56	**$ 24.56**	**$ 24.56**	**$ 30.04**	**$ 35.52**	**$ 41.00**
1"		41.30	**41.30**	**41.30**	42.54	43.82	45.13
1 1/2"		82.61	**82.61**	**82.61**	85.09	87.64	90.27
2"		132.18	**132.18**	**132.18**	136.15	140.23	144.44
Volume Rate Per 1,000 Gal							
2,001	10,000	5.37	**5.37**	**5.37**	5.53	5.70	5.87
10,001	20,000	8.13	**8.13**	**8.13**	8.37	8.63	8.88
20,001	30,000	9.57	**9.57**	**9.57**	9.86	10.15	10.46
30,001	Above	13.81	**13.81**	**13.81**	14.22	14.65	15.09
Commercial							
Minimum Charge -- 1st 2,000 Gal							
3/4"		$ 29.50	**$ 29.50**	**$ 29.50**	**$ 36.65**	**$ 43.81**	**$ 50.96**
1"		51.63	**51.63**	**51.63**	53.18	54.77	56.42
1 1/2"		103.27	**103.27**	**103.27**	106.37	109.56	112.85
2"		165.22	**165.22**	**165.22**	170.18	175.28	180.54
3"		247.83	**247.83**	**247.83**	255.26	262.92	270.81
4"		413.05	**413.05**	**413.05**	425.44	438.20	451.35
Volume Rate Per 1,000 Gal							
2,001	10,000	5.37	**5.37**	**5.37**	5.53	5.70	5.87
10,001	20,000	8.13	**8.13**	**8.13**	8.37	8.63	8.88
20,001	30,000	9.57	**9.57**	**9.57**	9.86	10.15	10.46
30,001	Above	13.81	**13.81**	**13.81**	14.22	14.65	15.09

TABLE IV-2

CITY OF CELINA

IMPACT OF RATE PLAN ON MONTHLY CHARGES

	Current	Proposed Jan-22	Proposed Jan-23	Proposed Jan-24	Forecast Jan-25	Forecast Jan-26
Residential Monthly Charges -- 1"						
5,000 Water	$ 57.41	$ 57.41	$ 57.41	$ 59.13	$ 60.91	$ 62.73
Increase -- $		-	-	**1.72**	**1.77**	**1.83**
Increase -- %		0.0%	0.0%	3.0%	3.0%	3.0%
10,000 Water	84.26	84.26	84.26	86.79	89.39	92.07
Increase -- $		-	-	**2.53**	**2.60**	**2.68**
Increase -- %		0.0%	0.0%	3.0%	3.0%	3.0%
20,000 Water	165.56	165.56	165.56	170.53	175.64	180.91
Increase -- $		-	-	**4.97**	**5.12**	**5.27**
Increase -- %		0.0%	0.0%	3.0%	3.0%	3.0%
Commercial Monthly Charges -- 2"						
30,000 Water	$ 395.92	$ 395.92	$ 395.92	$ 407.80	$ 420.03	$ 432.63
Increase -- $		-	-	**11.88**	**12.23**	**12.60**
		0.0%	0.0%	3.0%	3.0%	3.0%
60,000 Water	810.22	810.22	810.22	834.53	859.56	885.35
Increase -- $		-	-	**24.31**	**25.04**	**25.79**
Increase -- %		0.0%	0.0%	3.0%	3.0%	3.0%

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Wastewater Rate Plan

Table IV-3 presents a summary of the wastewater rate plan proposed for Residential and Commercial customers for the City of Celina. The following is notable about this rate proposal:

- As with the water plan, the wastewater rate plan will ensure that wastewater rates will cover the wastewater cost of service.
- The recommended rate plan will allow capital investment into the system to improve quality of service and provide a well-functioning system for future generations, while continuing to operate on a stand-alone basis and independent of general fund assistance.
- The rate plan presents a forecast of rates for three years. City staff and the project team discussed the adoption of rate plan, with rates to be automatically implemented on January 1st of each year beginning with January 2022 and ending in January 2024
- Given the continued residential and Commercial growth in the City and potential for unexpected events, the project team recommends that the City not commit itself to a rate plan beyond three years. Further, the project team recommends that the City review these rates annually, to incorporate any unanticipated changes to costs, volumes or growth assumptions that may occur during that time.
- The most significant impact on rates will be the cost of UTRWD wastewater treatment and debt issued to fund the CIP. **Should UTRWD make material changes to its rate forecasts and/or the City changes its forecast of future debt, the City should undertake an immediate review of its rate plan.**

In the 2018 rate study, the project team recommended gradually reducing the total gallon cap for wastewater usage, in order to set the stage for conversion to a winter average. The gallon cap was reduced from 14,000 gallons to 11,000 gallons by FY 2020.

Given the significant annual growth rate, and the financial health of the wastewater utility, the project team recommends that the City adopt a winter average wastewater billing methodology effective June 2022. The winter averaging method uses the average of the monthly individual customer water used in the winter period (December, January, February, and March) as the monthly billing units each month. This method is designed to eliminate the monthly outside water use during the spring and summer months (irrigation, etc.). Thus, the monthly billing units are more representative of the indoor water use that would flow through the City's collection system for wastewater treatment.

To facilitate the change to the winter averaging method, **the project team recommends phasing out the 2,000 gallons minimum allowance at the time the winter average rate is adopted. The gallon allowance would be reduced to 1,000 gallons for the period June 2022 – May 2023 and will be eliminated entirely effective June 2023**. This will reduce the increase in wastewater rates that otherwise would have been required for full recovery of the utility's cost of service. As shown on Table IV-3, no further adjustment in the wastewater rate would be required in FY 2022 or FY 2023. The project team recommends that a wastewater overall rate adjustment be implemented in January 2024, the final year of the three year rate plan. Table IV-3 shows that further rate adjustments are forecast beyond the three year plan.

Chart IV-4 shows how the winter average is calculated. It presents the average usage per residential meter for each month of the year 2020. As shown, the months designated as winter months are the lowest volume months. Averaging this usage together for the four winter months results in an average systemwide wastewater winter average of 4,972 gallons, which is rounded up to 5,000 gallons.

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

Chart IV-5 presents an analysis of the impact on monthly charges of implementing a winter average. The chart reveals that ratepayers who use 6,000 gallons per month of wastewater service would generally pay more under a winter average approach, while users above 6,000 gallons would pay less. Every ratepayer will be impacted differently based on his or her individual usage pattern.

A full exhibit of the 3-year rate plan is presented in **Appendix A** of this report. Appendix A further forecasts rates for a 10-year period. However, beyond FY 2021 the recommended rates should be considered as trends and general guidelines. Because of the significant volume of and volatility of future growth forecasts, the project team strongly recommends that the rate plan be reviewed every year to ensure that revenues are consistent with forecasts and are adequate to fund all the costs of providing service.

TABLE IV-3

CITY OF CELINA

PROPOSED WATER AND WASTEWATER RATE PLAN

			Scenario:	2022 03 09 Scenario 1 -- Winter Average Phase In			
		Current	Proposed	Proposed	Proposed	Forecast	Forecast
			Jun-22	Jun-23	Jan-24	Jan-25	Jan-26
Wastewater Rates - Residential							
Minimum Charge -- 1st 2,000 Gal							
3/4"		$ 25.54	**$ 25.54**	**$ 25.54**	**$ 26.05**	$ 26.57	$ 27.10
1"		45.90	**45.90**	**45.90**	**46.82**	47.75	48.71
1 1/2"		85.66	**85.66**	**85.66**	**87.37**	89.12	90.90
2"		146.85	**146.85**	**146.85**	**149.79**	152.78	155.84
Volume Rate Per 1,000 Gal							
2,001	5,000	6.37					
5,001	Maximum	7.88					
Winter Average							
-	5,000		**6.37**	**6.37**	**6.50**	6.63	6.76
5,001	Above		**7.88**	**7.88**	**8.04**	8.20	8.36
Gallon Allowance		2,000	1,000	-	-	-	-
Commercial							
Minimum Charge -- 1st 2,000 Gal							
3/4"		$ 30.59	**$ 30.59**	**$ 30.59**	**$ 31.20**	$ 31.83	$ 32.46
1"		57.37	**57.37**	**57.37**	**58.52**	59.69	60.88
1 1/2"		107.08	**107.08**	**107.08**	**109.22**	111.41	113.63
2"		183.56	**183.56**	**183.56**	**187.23**	190.98	194.80
3"		-	-	-	-	-	-
4"		458.90	**458.90**	**458.90**	**468.08**	477.44	486.99
Volume Rate/1,000 Gal		6.94	**6.94**	**6.94**	**7.08**	7.22	7.36

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

CHART IV-4

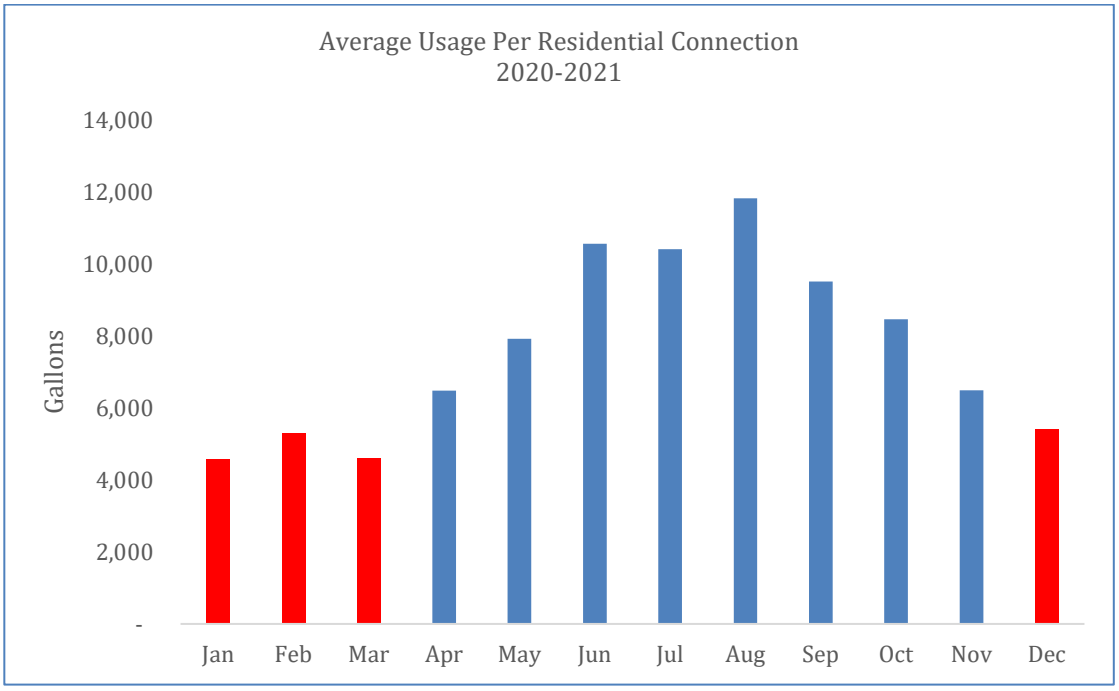
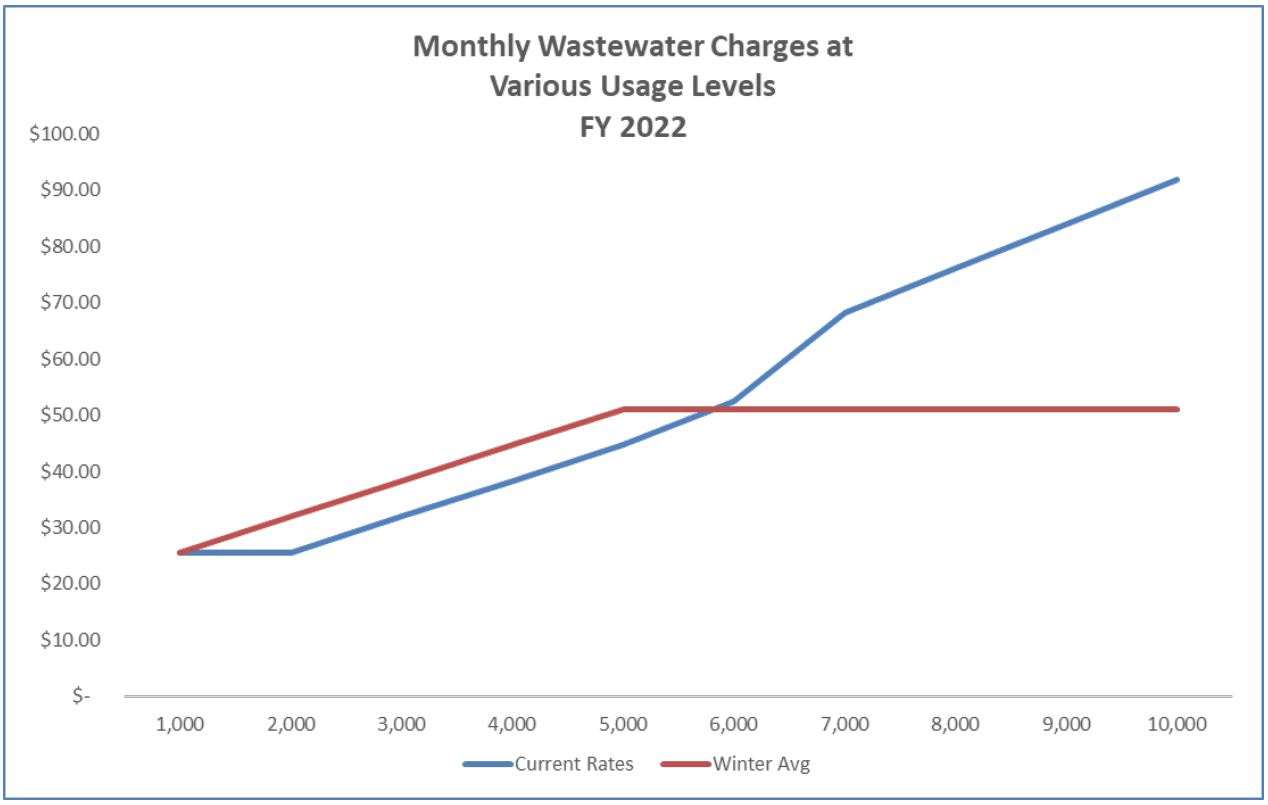


CHART IV-5



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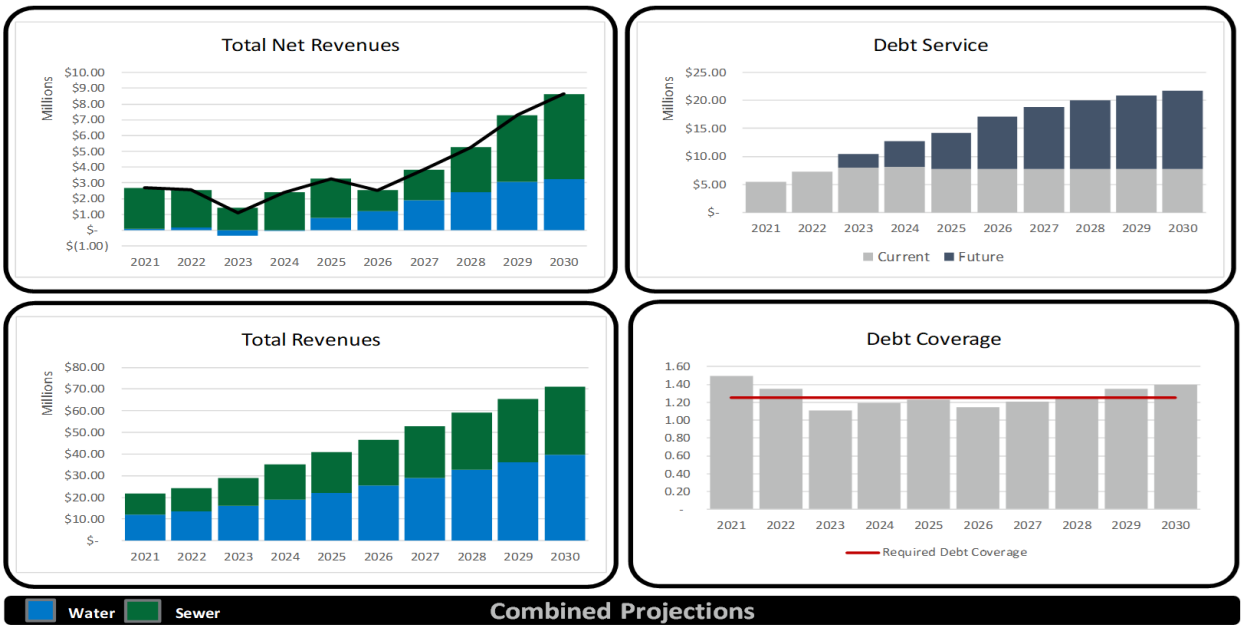
The projected rate revenues developed in this section, are forecast to be sufficient to fund all operating and current scheduled capital obligations through FY 2024 **if all recommendations are implemented**. Rate revenues should be sufficient to fund the water and wastewater full cost of service including all existing and future debt service over the forecast period. **Chart IV-6** presents the rate model's dashboard charts projecting revenues, net revenues, debt service and debt service coverage[3] under the proposed rate plan. This highlights the importance of the implementation of each annual rate adjustment and future review of growth, operating and capital assumptions and actual financial results.

Table IV-7 presents forecast revenues for the test year and each of the next three years if the three-year rate plan is adopted, as well as a forecast of future revenues for a ten-year period.

CHART IV-6



[3] Note: The water and wastewater outstanding debt are all CO and GO bonds and, therefore, have no debt service coverage requirements. This chart is presented as one of a several indicators used to demonstrate the utility fund's financial health with implementation of the recommended rate plan.

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TABLE IV-7

CITY OF CELINA

Forecast Water and Wastewater Revenues

Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

Fiscal Year	Water Revenues	Wastewater Revenues	Non-Rate Revenues	Total Revenues
2021	$ 10,161,014	$ 8,613,040	$ 3,080,746	$ 21,854,800
2022	11,942,726	9,349,413	3,080,746	24,372,885
2023	14,233,940	11,313,957	3,382,974	28,930,871
2024	17,116,982	14,795,039	3,419,846	35,331,867
2025	20,369,550	17,288,900	3,368,467	41,026,916
2026	23,622,399	19,668,985	3,243,949	46,535,333
2027	27,236,013	22,255,576	3,313,461	52,805,050
2028	30,848,925	24,953,491	3,322,528	59,124,944
2029	34,391,212	27,637,052	3,258,456	65,286,720
2030	37,816,302	30,168,156	3,120,035	71,104,493

Notes on Rate Recommendations

The forecast and recommendations presented in this study represent a combination of the best information available from the City of Celina and the project team's expertise. However, this forecast relies in part on assumptions about future events and events beyond the control of the project team (such as account growth rates within the City). The forecast and recommendations contained in this study may be subject to revision if any of the following events occurs:

- Actual growth in accounts and consumed volumes is less than (or significantly greater than) forecast.
- Capital improvement plan funding costs increase significantly due to the rising cost of materials or other factors.
- An unforeseen event impacts the City, such as an extended recession, natural catastrophe or terrorist attack.
- Significant and long-lasting changes in weather patterns.

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

- Increases, decreases or changes in interest rates, coverage requirements, or reserve requirements for long-term debt.
- The City of Celina budget levels or priorities change significantly from those forecast in this study.

It should be noted that none of these events are foreseen by the project team or the City at this time.

If any of these events occur, the City may be compelled to consider further adjustments to its water and wastewater rates.

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Appendix A

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

City of Celina

Ten Year Rate Analysis and Pro Forma

Fiscal Years 2018 - 2026

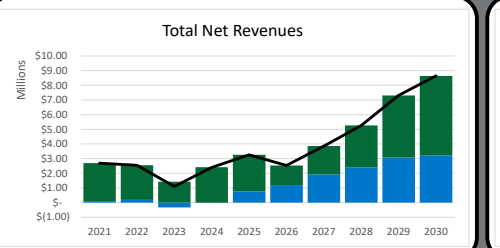
WILLDAN

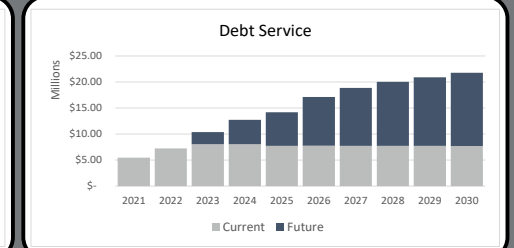
Utility System
Water
Sewer
Combined

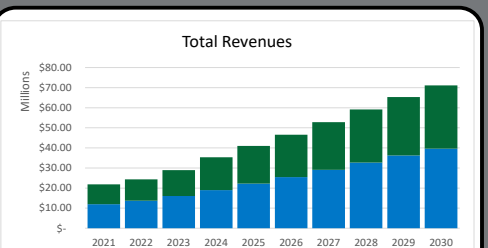
Dashboard
Projections
Bill Comparison
Comparable Utilities

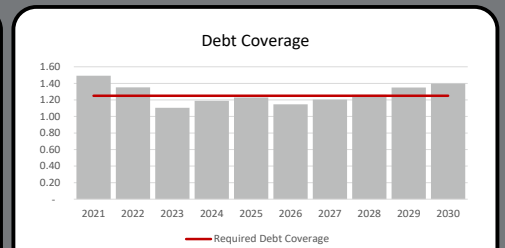
Customer Class
All Classes

Years
10
5









Water Sewer **Combined Projections**

Note: Series 2021 included in Current Debt

Future Debt Term 25

Water Future Bond Issues

	Alternative	Proposed
2021		$ -
2022		$ 10,000,000
2023		$ 10,000,000
2024		$ 10,000,000
2025		$ 15,000,000
2026		$ 10,000,000
2027		$ 10,000,000
2028		$ 10,000,000
2029		$ 10,000,000
2030		$ 10,000,000

Sewer Future Bond Issues

	Alternative	Proposed
2021		$ -
2022		$ 30,000,000
2023		$ 30,000,000
2024		$ 20,000,000
2025		$ 35,000,000
2026		$ 20,000,000
2027		$ 10,000,000
2028		$ 5,000,000
2029		$ 5,000,000
2030		$ 5,000,000

NOTE: DS Hardwired in FY21 Future Debt

		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Water Rate Adjustments											
Meter Charge		0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Volume Charge		0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
		221	237	199	195	202	194	203	221	251	284
Sewer Rate Adjustments								3	3	3	3
Base Charge		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Volume Charge	Residential	0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
	Non-Residential	0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

1 Water Monthly Rates and Charges

CITY Water Rate and Charges

WI1 Residential Inside

Monthly Minimum Charge

		Prior	Current	Effective Jun-22	Effective Jun-23	Effective Jan-24
3/4"		$ 24.56	$ 24.56	$ 24.56	$ 24.56	$ 30.04
1"		41.30	41.30	41.30	41.30	42.54
1 1/2"		82.61	82.61	82.61	82.61	85.09
2"		132.18	132.18	132.18	132.18	136.15

Volume Rate/1,000 Gal

2,001	10,000	5.37	5.37	5.37	5.37	5.53
10,001	20,000	8.13	8.13	8.13	8.13	8.37
20,001	30,000	9.57	9.57	9.57	9.57	9.86
30,001	Above	13.81	13.81	13.81	13.81	14.22

WO1 Residential Outside

Monthly Minimum Charge

3/4"		36.84	36.84	36.84	36.84	45.06
1"		61.95	61.95	61.95	61.95	63.81
1 1/2"		123.92	123.92	123.92	123.92	127.63
2"		198.27	198.27	198.27	198.27	204.22

Volume Rate/1,000 Gal

2,001	10,000	8.05	8.05	8.05	8.05	8.30
10,001	20,000	12.19	12.19	12.19	12.19	12.56
20,001	30,000	14.35	14.35	14.35	14.35	14.79
30,001	Above	20.72	20.72	20.72	20.72	21.34

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

			Prior	Current	Effective Jun-22	Effective Jun-23	Effective Jan-24
WI2	**Commercial Inside**						
	Monthly Minimum Charge						
		3/4"	29.50	29.50	29.50	29.50	36.65
		1"	51.63	51.63	51.63	51.63	53.18
		1 1/2"	103.27	103.27	103.27	103.27	106.37
		2"	165.22	165.22	165.22	165.22	170.18
		3"	247.83	247.83	247.83	247.83	255.26
		4"	413.05	413.05	413.05	413.05	425.44
	Volume Rate/1,000 Gal						
	2,001	10,000	5.37	5.37	5.37	5.37	5.53
	10,001	20,000	8.13	8.13	8.13	8.13	8.37
	20,001	30,000	9.57	9.57	9.57	9.57	9.86
	30,001	Above	13.81	13.81	13.81	13.81	14.22
WO2	**Commercial Outside**						
	Monthly Minimum Charge						
		3/4"	44.26	44.26	44.26	44.26	54.98
		1"	77.45	77.45	77.45	77.45	79.77
		1 1/2"	154.90	154.90	154.90	154.90	159.55
		2"	247.84	247.84	247.84	247.84	255.26
		3"	371.74	371.74	371.74	371.74	382.90
		4"	619.58	619.58	619.58	619.58	638.16
	Volume Rate/1,000 Gal						
	2,001	10,000	8.05	8.05	8.05	8.05	8.30
	10,001	20,000	12.19	12.19	12.19	12.19	12.56
	20,001	30,000	14.35	14.35	14.35	14.35	14.79
	30,001	Above	20.72	20.72	20.72	20.72	21.34

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

2 Wastewater Monthly Rates and Charges

			Prior	Current	Effective Jun-22	Effective Jun-23	Effective Jan-24
WWI1	**Residential Inside**						
	Monthly Minimum Charge						
		3/4"	$ 25.54	$ 25.54	$ 25.54	$ 25.54	$ 26.05
		1"	45.90	45.90	45.90	45.90	46.82
		1 1/2"	85.66	85.66	85.66	85.66	87.37
		2"	146.85	146.85	146.85	146.85	149.79
	Volume Rate/1,000 Gal						
	Minimum	5,000	6.37	6.37	6.37	6.37	6.50
	5,001	Above	7.88	7.88	7.88	7.88	8.04
	Gallon Allowance		2,000	2,000	1,000	-	-
WWO1	**Residential Outside**						
	Monthly Minimum Charge						
		3/4"	38.32	38.32	38.32	38.32	39.08
		1"	68.84	68.84	68.84	68.84	70.23
		1 1/2"	128.49	128.49	128.49	128.49	131.06
		2"	220.27	220.27	220.27	220.27	224.68
	Volume Rate/1,000 Gal						
	Minimum	5,000	9.55	9.55	9.55	9.55	9.75
	5,001	Above	11.82	11.82	11.82	11.82	12.06
	Gallon Allowance		2,000	2,000	1,000	-	-
WWI2	**Commercial Inside**						
	Monthly Minimum Charge						
		3/4"	30.59	30.59	30.59	30.59	31.20
		1"	57.37	57.37	57.37	57.37	58.52
		1 1/2"	107.08	107.08	107.08	107.08	109.22
		2"	183.56	183.56	183.56	183.56	187.23
		4"	458.90	458.90	458.90	458.90	468.08
	Volume Rate/1,000 Gal						
	2,001	Above	6.94	6.94	6.94	6.94	7.08
WWO2	**Commercial Outside**						
	Monthly Minimum Charge						
		3/4"	45.89	45.89	45.89	45.89	46.80
		1"	86.06	86.06	86.06	86.06	87.78
		1 1/2"	160.63	160.63	160.63	160.63	163.83
		2"	275.34	275.34	275.34	275.34	280.85
		4"	688.36	688.36	688.36	688.36	702.12
	Volume Rate/1,000 Gal						
	2,001	Above	10.41	10.41	10.41	10.41	10.62

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

		Prior	Current	Effective Jun-22	Effective Jun-23	Effective Jan-24
City Rate Plan -- Three Year Summary						
Scen:	**2022 03 09 Scenario 1 -- Winter Average Phase In**					
3	**Residential Monthly Charges -- WATER**					
5,000 Gallons -- 3/4" Meter						
	Total	$ 40.67	$ 40.67	$ 40.67	$ 40.67	$ 46.63
	Dollar Inc		-	-	-	5.96
	Percent Inc		0.0%	0.0%	0.0%	14.7%
10,000 Gallons -- 3/4" Meter						
	Total	67.52	67.52	67.52	67.52	74.29
	Dollar Inc		-	-	-	6.77
	Percent Inc		0.0%	0.0%	0.0%	10.0%
20,000 Gallons -- 3/4" Meter						
	Total	148.82	148.82	148.82	148.82	158.03
	Dollar Inc		-	-	-	9.21
	Percent Inc		0.0%	0.0%	0.0%	6.2%
30,000 Gallons -- 3/4" Meter						
	Total	244.52	244.52	244.52	244.52	256.60
	Dollar Inc		-	-	-	12.08
	Percent Inc		0.0%	0.0%	0.0%	4.9%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

		Prior	Current	Effective Jun-22	Effective Jun-23	Effective Jan-24
3	**Residential Outside Monthly Charges -- WATER**					
	5,000 3/4" Meter					
	Total	$ 60.99	$ 60.99	$ 60.99	$ 60.99	$ 69.95
	Dollar Inc		-	-	-	8.96
	Percent Inc		0.0%	0.0%	0.0%	14.7%
				50.0%	50.0%	50.0%
	10,000 3/4" Meter					
	Total	101.24	101.24	101.24	101.24	111.43
	Dollar Inc		-	-	-	10.19
	Percent Inc		0.0%	0.0%	0.0%	10.1%
				49.9%	49.9%	50.0%
	20,000 3/4" Meter					
	Total	223.14	223.14	223.14	223.14	237.04
	Dollar Inc		-	-	-	13.90
	Percent Inc		0.0%	0.0%	0.0%	6.2%
				49.9%	49.9%	50.0%
4	**Commercial Monthly Charges -- WATER**					
	30,000 Gallons -- 1 1/2" Meter					
	Total	323.23	323.23	323.23	323.23	332.93
	Dollar Inc		-	-	-	9.70
	Percent Inc		0.0%	0.0%	0.0%	3.0%
	60,000 Gallons -- 1 1/2" Meter					
	Total	737.53	737.53	737.53	737.53	759.66
	Dollar Inc		-	-	-	22.13
	Percent Inc		0.0%	0.0%	0.0%	3.0%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

			Prior	Current	Effective Jun-22	Effective Jun-23	Effective Jan-24
5	**Residential Monthly Charges -- WASTEWATER**						
	5,000 Gallons -- 3/4" Meter						
	Total		$ 44.65	$ 44.65	$ 51.02	$ 57.39	$ 58.54
	Dollar Inc			-	6.37	6.37	1.15
	Percent Inc			0.0%	14.3%	12.5%	2.0%
	10,000 Gallons -- 3/4" Meter						
	Total		84.05	84.05	90.42	96.79	98.73
	Dollar Inc			-	6.37	6.37	1.94
	Percent Inc			0.0%	7.6%	7.0%	2.0%
	15,000 Gallons -- 3/4" Meter						
	Total		115.57	115.57	121.94	128.31	130.88
	Dollar Inc			-	6.37	6.37	2.57
	Percent Inc			0.0%	5.5%	5.2%	2.0%
	20,000 Gallons -- 3/4" Meter						
	Total		115.57	115.57	121.94	128.31	130.88
	Dollar Inc			-	6.37	6.37	2.57
	Percent Inc			0.0%	5.5%	5.2%	2.0%
6	**Commercial Monthly Charges -- WASTEWATER**						
	30,000 Gallons -- 1 1/2" Meter						
	Total	1 1/2"	$ 301.40	$ 301.40	$ 308.34	$ 315.28	$ 321.59
	Dollar Inc			-	6.94	6.94	6.31
	Percent Inc			0.0%	2.3%	2.3%	2.0%
	60,000 Gallons -- 1 1/2" Meter						
	Total	1 1/2"	613.70	613.70	620.64	627.58	640.13
	Dollar Inc			-	6.94	6.94	12.55
	Percent Inc			0.0%	1.1%	1.1%	2.0%

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

		Prior	Current	Effective Jun-22	Effective Jun-23	Effective Jan-24
5	**Residential Monthly Charges -- WATER AND WASTEWATER**					
	5,000 Gallons Water, 5,000 Gallons WW -- 3/4" Meter					
	Total	$ 85.32	$ 85.32	$ 91.69	$ 98.06	$ 105.17
	Dollar Inc		-	6.37	6.37	7.11
	Percent Inc		0.0%	7.5%	6.9%	7.3%
	10,000 Gallons Water, 10,000 Gallons WW -- 3/4" Meter					
	Total	151.57	151.57	157.94	164.31	173.02
	Dollar Inc		-	6.37	6.37	8.71
	Percent Inc		0.0%	4.2%	4.0%	5.3%
	20,000 Gallons Water, 14,000 Gallons WW -- 3/4" Meter					
	Total	264.39	264.39	270.76	277.13	288.90
	Dollar Inc		-	6.37	6.37	11.77
	Percent Inc		0.0%	2.4%	2.4%	4.2%
	30,000 Gallons Water, 14,000 Gallons WW -- 3/4" Meter					
	Total	360.09	360.09	366.46	372.83	387.48
	Dollar Inc		-	6.37	6.37	14.65
	Percent Inc		0.0%	1.8%	1.7%	3.9%
6	**Commercial Monthly Charges -- WATER AND WASTEWATER**					
	30,000 Gallons Water, 30,000 Gallons WW -- 1 1/2" Meter					
	Total -	$ 624.63	$ 624.63	$ 631.57	$ 638.51	$ 654.51
	Dollar Inc		-	6.94	6.94	16.00
	Percent Inc		0.0%	1.1%	1.1%	2.5%
	60,000 Gallons Water, 60,000 Gallons WW -- 1 1/2" Meter					
	Total -	1,351.23	1,351.23	1,358.17	1,365.11	1,399.79
	Dollar Inc		-	6.94	6.94	34.68
	Percent Inc		0.0%	0.5%	0.5%	2.5%

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10 Year Forecast
2021-2030

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary -- Inside City and Outside City Water and Wastewater Cost of Service
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		Rate Plan Period Total	Prior 2021	Year 1 2022	Year 2 2023	Year 3 2024
1	**TOTAL WATER AND WASTEWATER COST OF SERVICE AND REVENUE REQUIREMENT**					
	CASH Basis -- Inside City					
	Operating Expenses	$ 59,818,150	$ 12,461,046	$ 13,176,354	$ 15,831,676	$ 18,349,074
	Capital Outlays	1,853,436	463,359	463,359	463,359	463,359
	Transfers	4,245,719	780,767	940,985	1,149,706	1,374,261
	Current Debt Service	28,813,044	5,458,378	7,246,460	8,049,064	8,059,143
	Future Debt Service	7,029,171	-	-	2,343,057	4,686,114
	Depreciation	-	-	-	-	-
	Return	-	-	-	-	-
	Total Cost of Service	**101,759,520**	**19,163,550**	**21,827,158**	**27,836,862**	**32,931,950**
	Less Non-Rate Revenues	12,964,311	3,080,746	3,080,746	3,382,974	3,419,846
	Net Revenue Requirement	**88,795,209**	**16,082,804**	**18,746,412**	**24,453,888**	**29,512,105**
	UTILITY Basis -- Outside City					
	Operating Expenses	$ 59,818,150	$ 12,461,046	$ 13,176,354	$ 15,831,676	$ 18,349,074
	Capital Outlays	-	-	-	-	-
	Transfers	4,245,719	780,767	940,985	1,149,706	1,374,261
	Current Debt Service	-	-	-	-	-
	Future Debt Service	-	-	-	-	-
	Depreciation	24,720,716	4,654,771	5,818,450	6,387,235	7,860,260
	Return	60,646,712	11,124,680	14,316,487	15,586,442	19,619,102
	Total Cost of Service	**149,431,297**	**29,021,265**	**34,252,276**	**38,955,059**	**47,202,697**
	Percent Greater than Cash Basis	**46.8%**	**51.4%**	**56.9%**	**39.9%**	**43.3%**
	Less Non-Rate Revenues	12,964,311	3,080,746	3,080,746	3,382,974	3,419,846
	Net Revenue Requirement	**136,466,986**	**25,940,519**	**31,171,530**	**35,572,085**	**43,782,851**
	Percent Greater than Cash Basis	**53.7%**	**61.3%**	**66.3%**	**45.5%**	**48.4%**
4	**REVENUES AND REVENUE REQUIREMENT BY CUSTOMER CLASS**					
WI1	**Residential Inside**					
	Revenues under Proposed Rates	$ 83,596,676	$ 16,217,658	$ 18,214,974	$ 21,807,535	$ 27,356,509
	Net Revenue Requirement before Coverage	78,083,217	14,220,844	16,451,481	21,487,256	25,923,636
	Net Revenues Required to Fund Coverage	5,513,458	1,996,813	1,763,494	320,279	1,432,873
WI2	**Commercial Inside**					
	Revenues under Proposed Rates	$ 13,556,268	$ 2,503,691	$ 2,998,859	$ 3,636,726	$ 4,416,992
	Net Revenue Requirement before Coverage	10,366,260	1,814,690	2,221,667	2,869,809	3,460,093
	Net Revenues Required to Fund Coverage	3,190,008	689,001	777,191	766,917	956,899
	Total Inside City					
	Revenues under Proposed Rates	$ 97,152,943	$ 18,721,349	$ 21,213,833	$ 25,444,261	$ 31,773,501
	Net Revenue Requirement before Coverage	88,449,477	16,035,535	18,673,148	24,357,065	29,383,729
	Net Revenues Required to Fund Coverage	8,703,466	2,685,814	2,540,685	1,087,195	2,389,771
	Percent Contributed to Coverage	**9.0%**	**14.3%**	**12.0%**	**4.3%**	**7.5%**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

10 Year Forecast
2021-2030

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary -- Inside City and Outside City Water and Wastewater Cost of Service
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		Rate Plan Period Total	Prior 2021	Year 1 2022	Year 2 2023	Year 3 2024
WO1	**Residential Outside**					
	Revenues under Proposed Rates	$ 369,003	$ 51,740	$ 77,205	$ 102,651	$ 137,406
	Net Revenue Requirement before Coverage	342,074	46,537	72,260	95,933	127,344
	Net Revenues Required to Fund Coverage	**26,929**	**5,204**	**4,945**	**6,719**	**10,061**
	Percent Contributed to Coverage	7.3%	10.1%	6.4%	6.5%	7.3%
WO2	**Commercial Outside**					
	Revenues under Proposed Rates	$ 4,133	$ 967	$ 1,092	$ 967	$ 1,107
	Net Revenue Requirement before Coverage	3,658	733	1,004	891	1,031
	Net Revenues Required to Fund Coverage	475	234	88	76	75
	Percent Contributed to Coverage	11.5%	24.2%	8.1%	7.9%	6.8%
	Total Outside City					
	Revenues under Proposed Rates	$ 373,136	$ 52,708	$ 78,297	$ 103,618	$ 138,512
	Net Revenue Requirement before Coverage	345,732	47,269	73,264	96,823	128,376
	Net Revenues Required to Fund Coverage	27,404	5,438	5,033	6,795	10,137
	Percent Contributed to Coverage	**7.3%**	**10.3%**	**6.4%**	**6.6%**	**7.3%**
	Total Water Utility					
	Revenues under Proposed Rates	$ 97,526,079	$ 18,774,056	$ 21,292,130	$ 25,547,879	$ 31,912,013
	Net Revenue Requirement before Coverage	88,795,209	16,082,804	18,746,412	24,453,888	29,512,105
	Net Revenues Required to Fund Coverage	**8,730,870**	**2,691,252**	**2,545,718**	**1,093,991**	**2,399,908**
	Debt Coverage	**1.24**	**1.49**	**1.35**	**1.11**	**1.19**

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10 Year Forecast
2021-2030

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

	Rate Plan Period Total	Prior 2021	Year 1 2022	Year 2 2023	Year 3 2024
Forecast Summary -- Inside City and Outside City Water Cost of Service					
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In					
1 **ADOPTED WATER RATE PLAN**					
INSIDE CITY					
WI1 Residential Inside					
Monthly Minimum Charge -- 1st 2,000 Gallons					
3/4"		$ 24.56	$ 24.56	$ 24.56	$ 30.04
Volume Rate/1,000 Gal					
2,001 10,000		5.37	5.37	5.37	5.53
10,001 20,000		8.13	8.13	8.13	8.37
20,001 30,000		9.57	9.57	9.57	9.86
30,001 Above		13.81	13.81	13.81	14.22
WI2 Commercial Inside					
Monthly Minimum Charge -- 1st 2,000 Gallons					
3/4"		$ 29.50	$ 29.50	$ 29.50	$ 36.65
1"		51.63	51.63	51.63	53.18
1 1/2"		103.27	103.27	103.27	106.37
2"		165.22	165.22	165.22	170.18
Volume Rate/1,000 Gal					
2,001 10,000		5.37	5.37	5.37	5.53
10,001 20,000		8.13	8.13	8.13	8.37
20,001 30,000		9.57	9.57	9.57	9.86
30,001 Above		13.81	13.81	13.81	14.22
OUTSIDE CITY					
WO1 Residential Outside					
Monthly Minimum Charge -- 1st 2,000 Gallons					
3/4"		$ 36.84	$ 36.84	$ 36.84	$ 45.06
Volume Rate/1,000 Gal					
2,001 10,000		8.05	8.05	8.05	8.30
10,001 20,000		12.19	12.19	12.19	12.56
20,001 30,000		14.35	14.35	14.35	14.79
30,001 Above		20.72	20.72	20.72	21.34
Percent Greater than Inside		**50.0%**	**50.0%**	**50.0%**	**50.0%**
WO2 Commercial Outside					
Monthly Minimum Charge -- 1st 2,000 Gallons					
3/4"		$ 44.26	$ 44.26	$ 44.26	$ 54.98
1"		77.45	77.45	77.45	79.77
1 1/2"		154.90	154.90	154.90	159.55
2"		247.84	247.84	247.84	255.26
3"		371.74	371.74	371.74	382.90
4"		619.58	619.58	619.58	638.16
Volume Rate/1,000 Gal					
2,001 10,000		$ 8.05	$ 8.05	$ 8.05	$ 8.30
10,001 20,000		12.19	12.19	12.19	12.56
20,001 30,000		14.35	14.35	14.35	14.79
30,001 Above		20.72	20.72	20.72	21.34
Percent Greater than Inside		**50.0%**	**50.0%**	**50.0%**	**50.0%**

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

10 Year Forecast
2021-2030

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary -- Inside City and Outside City Water Cost of Service
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		Rate Plan Period Total	Prior 2021	Year 1 2022	Year 2 2023	Year 3 2024
2	**TOTAL COST OF SERVICE AND REVENUE REQUIREMENT**					
	CASH Basis -- Inside City					
	Operating Expenses	$ 38,622,597	$ 8,016,816	$ 8,493,336	$ 10,135,910	$ 11,976,535
	Capital Outlays	829,974	207,494	207,494	207,494	207,494
	Transfers	2,636,231	484,790	584,272	713,870	853,299
	Current Debt Service	16,972,229	3,162,614	4,284,832	4,759,411	4,765,371
	Future Debt Service	1,757,293	-	-	585,764	1,171,529
	Depreciation	-	-	-	-	-
	Return	-	-	-	-	-
	Total Cost of Service	**60,818,323**	**11,871,713**	**13,569,933**	**16,402,449**	**18,974,227**
	Less Non-Rate Revenues	7,294,204	1,808,960	1,808,960	1,836,465	1,839,820
	Net Revenue Requirement	**53,524,119**	**10,062,754**	**11,760,974**	**14,565,985**	**17,134,407**
	UTILITY Basis -- Outside City					
	Operating Expenses	$ 38,622,597	$ 8,016,816	$ 8,493,336	$ 10,135,910	$ 11,976,535
	Capital Outlays	-	-	-	-	-
	Transfers	2,636,231	484,790	584,272	713,870	853,299
	Current Debt Service	-	-	-	-	-
	Future Debt Service	-	-	-	-	-
	Depreciation	13,359,486	2,800,842	3,103,681	3,584,135	3,870,828
	Return	31,620,073	6,578,143	7,330,699	8,515,681	9,195,550
	Total Cost of Service	**86,238,387**	**17,880,591**	**19,511,988**	**22,949,596**	**25,896,212**
	Percent Greater than Cash Basis	**41.8%**	**50.6%**	**43.8%**	**39.9%**	**36.5%**
	Less Non-Rate Revenues	7,294,204	1,808,960	1,808,960	1,836,465	1,839,820
	Net Revenue Requirement	**78,944,183**	**16,071,632**	**17,703,028**	**21,113,131**	**24,056,392**
	Percent Greater than Cash Basis	**47.5%**	**59.7%**	**50.5%**	**44.9%**	**40.4%**

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10 Year Forecast
2021-2030

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary -- Inside City and Outside City Water Cost of Service
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		Rate Plan Period Total	Prior 2021	Year 1 2022	Year 2 2023	Year 3 2024
3	**NET REVENUE REQUIREMENT BY CUSTOMER CLASS**					
	Residential Customers					
WI1	**Residential Inside**					
	Net Revenue Requirement before Coverage	$ 44,903,027	$ 8,449,418	$ 9,865,539	$ 12,215,498	$ 14,372,572
	Average Accounts	12,916	9,923	11,658	13,893	16,189
	Revenue Requirement/Account Per Month	$ 72.43	$ 70.96	$ 70.52	$ 73.27	$ 73.98
WO1	**Residential Outside**					
	Net Revenue Requirement before Coverage	$ 236,039	$ 44,217	$ 52,931	$ 64,500	$ 74,391
	Average Accounts	51	36	46	56	66
	Revenue Requirement/Account Per Month	$ 96.42	$ 102.35	$ 95.89	$ 95.98	$ 93.93
	Percent Greater than Residential Inside	**33.1%**	**44.2%**	**36.0%**	**31.0%**	**27.0%**
	Commercial Customers					
WI2	**Commercial Inside**					
	Net Revenue Requirement before Coverage	$ 8,385,053	$ 1,569,119	$ 1,842,504	$ 2,285,986	$ 2,687,444
	Average Accounts	463	356	418	498	581
	Revenue Requirement/Account Per Month	$ 377.00	$ 367.30	$ 367.11	$ 382.20	$ 385.59
WO2	**Commercial Outside**					
	Net Revenue Requirement before Coverage	$ -	$ -	$ -	$ -	$ -
	Average Accounts	-	-	-	-	-
	Revenue Requirement/Account Per Month	$ -	$ -	$ -	$ -	$ -
	Percent Greater than Commercial Inside	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**
	Total Customers					
	Total Inside City					
	Net Revenue Requirement before Coverage	$ 53,288,080	$ 10,018,537	$ 11,708,043	$ 14,501,485	$ 17,060,016
	Average Accounts	13,379	10,279	12,076	14,391	16,770
	Revenue Requirement/Account Per Month	$ 82.98	$ 81.22	$ 80.79	$ 83.97	$ 84.78
	Total Outside City					
	Net Revenue Requirement before Coverage	$ 236,039	$ 44,217	$ 52,931	$ 64,500	$ 74,391
	Average Accounts	51	36	46	56	66
	Revenue Requirement/Account Per Month	$ 96.42	$ 102.35	$ 95.89	$ 95.98	$ 93.93
	Percent Greater than Inside City	**16.2%**	**26.0%**	**18.7%**	**14.3%**	**10.8%**

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10 Year Forecast
2021-2030

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary -- Inside City and Outside City Water Cost of Service
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		Rate Plan Period Total	Prior 2021	Year 1 2022	Year 2 2023	Year 3 2024
4	**REVENUES AND REVENUE REQUIREMENT BY CUSTOMER CLASS**					
WI1	**Residential Inside**					
	Revenues under Proposed Rates	$ 42,079,956	$ 7,996,662	$ 9,394,849	$ 11,195,972	$ 13,492,473
	Net Revenue Requirement before Coverage	44,903,027	8,449,418	9,865,539	12,215,498	14,372,572
	Net Revenues Required to Fund Coverage	(2,823,071)	(452,756)	(470,690)	(1,019,527)	(880,099)
WI2	**Commercial Inside**					
	Revenues under Proposed Rates	$ 11,089,708	$ 2,114,939	$ 2,484,729	$ 2,961,086	$ 3,528,954
	Net Revenue Requirement before Coverage	8,385,053	1,569,119	1,842,504	2,285,986	2,687,444
	Net Revenues Required to Fund Coverage	2,704,655	545,820	642,225	675,099	841,510
	Total Inside City					
	Revenues under Proposed Rates	$ 53,169,664	$ 10,111,601	$ 11,879,578	$ 14,157,057	$ 17,021,427
	Net Revenue Requirement before Coverage	53,288,080	10,018,537	11,708,043	14,501,485	17,060,016
	Net Revenues Required to Fund Coverage	(118,417)	93,064	171,535	(344,428)	(38,588)
	Percent Contributed to Coverage	**-0.2%**	**0.9%**	**1.4%**	**-2.4%**	**-0.2%**
WO1	**Residential Outside**					
	Revenues under Proposed Rates	$ 284,975	$ 49,415	$ 63,142	$ 76,868	$ 95,549
	Net Revenue Requirement before Coverage	236,039	44,217	52,931	64,500	74,391
	Net Revenues Required to Fund Coverage	**48,936**	**5,199**	**10,211**	**12,368**	**21,158**
WO2	**Commercial Outside**					
	Revenues under Proposed Rates	$ -	$ -	$ -	$ -	$ -
	Net Revenue Requirement before Coverage	-	-	-	-	-
	Net Revenues Required to Fund Coverage	-	-	-	-	-
	Total Outside City					
	Revenues under Proposed Rates	$ 284,975	$ 49,415	$ 63,142	$ 76,868	$ 95,549
	Net Revenue Requirement before Coverage	236,039	44,217	52,931	64,500	74,391
	Net Revenues Required to Fund Coverage	48,936	5,199	10,211	12,368	21,158
	Percent Contributed to Coverage	**17.2%**	**10.5%**	**16.2%**	**16.1%**	**22.1%**
	Total Water Utility					
	Revenues under Proposed Rates	$ 53,454,639	$ 10,161,017	$ 11,942,720	$ 14,233,926	$ 17,116,977
	Net Revenue Requirement before Coverage	53,524,119	10,062,754	11,760,974	14,565,985	17,134,407
	Net Revenues Required to Fund Coverage	**(69,480)**	**98,263**	**181,746**	**(332,059)**	**(17,430)**
	Debt Coverage	**1.00**	**1.03**	**1.04**	**0.94**	**1.00**

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10 Year Forecast
2021-2030

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary -- Inside City and Outside City Wastewater Cost of Service
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		Rate Plan Period Total	Prior 2021	Year 1 2022	Year 2 2023	Year 3 2024
1	**ADOPTED WASTEWATER RATE PLAN**					
	INSIDE CITY					
	WWI1 Residential Inside					
	Monthly Minimum Charge -- 1st 2,000 Gallons					
	3/4"		$ 25.54	$ 25.54	$ 25.54	$ 26.05
	Volume Rate/1,000 Gal					
	2,001 5,000		6.37	6.37	6.37	6.50
	5,001 Above		7.88	7.88	7.88	8.04
	WWI2 Commercial Inside					
	Monthly Minimum Charge -- 1st 2,000 Gallons					
	3/4"		$ 30.59	$ 30.59	$ 30.59	$ 31.20
	1"		57.37	57.37	57.37	58.52
	1 1/2"		107.08	107.08	107.08	109.22
	2"		183.56	183.56	183.56	187.23
	Volume Rate/1,000 Gal					
	2,001 Above		6.94	6.94	6.94	7.08
	OUTSIDE CITY					
	WWO1 Residential Outside					
	Monthly Minimum Charge -- 1st 2,000 Gallons					
	3/4"		$ 38.32	$ 38.32	$ 38.32	$ 39.08
	Volume Rate/1,000 Gal					
	2,001 5,000		9.55	9.55	9.55	9.75
	5,001 Above		11.82	11.82	11.82	12.06
	Percent Greater than Inside		**50.0%**	**50.0%**	**50.0%**	**50.0%**
	WWO2 Commercial Outside					
	Monthly Minimum Charge -- 1st 2,000 Gallons					
	3/4"		$ 45.89	$ 45.89	$ 45.89	$ 46.80
	1"		86.06	86.06	86.06	87.78
	1 1/2"		160.63	160.63	160.63	163.83
	2"		275.34	275.34	275.34	280.85
	Volume Rate/1,000 Gal					
	2,001 Above		$ 10.41	$ 10.41	$ 10.41	$ 10.62
	Percent Greater than Inside		**50.0%**	**50.0%**	**50.0%**	**50.0%**

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10 Year Forecast
2021-2030

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary -- Inside City and Outside City Wastewater Cost of Service
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		Rate Plan Period Total	Prior 2021	Year 1 2022	Year 2 2023	Year 3 2024
2	**TOTAL COST OF SERVICE AND REVENUE REQUIREMENT**					
	CASH Basis -- Inside City					
	Operating Expenses	$ 21,195,553	$ 4,444,230	$ 4,683,017	$ 5,695,766	$ 6,372,539
	Capital Outlays	1,023,462	255,865	255,865	255,865	255,865
	Transfers	1,609,488	295,977	356,713	435,836	520,962
	Current Debt Service	11,840,816	2,295,763	2,961,628	3,289,652	3,293,772
	Future Debt Service	5,271,879	-	-	1,757,293	3,514,586
	Depreciation	-	-	-	-	-
	Return	-	-	-	-	-
	Total Cost of Service	**40,941,197**	**7,291,836**	**8,257,224**	**11,434,413**	**13,957,723**
	Less Non-Rate Revenues	5,670,107	1,271,786	1,271,786	1,546,509	1,580,025
	Net Revenue Requirement	**35,271,090**	**6,020,050**	**6,985,438**	**9,887,904**	**12,377,697**
	UTILITY Basis -- Outside City					
	Operating Expenses	$ 21,195,553	$ 4,444,230	$ 4,683,017	$ 5,695,766	$ 6,372,539
	Capital Outlays	-	-	-	-	-
	Transfers	1,609,488	295,977	356,713	435,836	520,962
	Current Debt Service	-	-	-	-	-
	Future Debt Service	-	-	-	-	-
	Depreciation	11,361,230	1,853,929	2,714,769	2,803,100	3,989,432
	Return	29,026,639	4,546,537	6,985,789	7,070,761	10,423,552
	Total Cost of Service	**63,192,910**	**11,140,673**	**14,740,289**	**16,005,463**	**21,306,484**
	Percent Greater than Cash Basis	**54.4%**	**52.8%**	**78.5%**	**40.0%**	**52.7%**
	Less Non-Rate Revenues	5,670,107	1,271,786	1,271,786	1,546,509	1,580,025
	Net Revenue Requirement	**57,522,803**	**9,868,887**	**13,468,503**	**14,458,954**	**19,726,459**
	Percent Greater than Cash Basis	**63.1%**	**63.9%**	**92.8%**	**46.2%**	**59.4%**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

10 Year Forecast
2021-2030

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary -- Inside City and Outside City Wastewater Cost of Service
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		Rate Plan Period Total	Prior 2021	Year 1 2022	Year 2 2023	Year 3 2024
3	**NET REVENUE REQUIREMENT BY CUSTOMER CLASS**					
	Residential Customers					
WWI1	**Residential Inside**					
	Net Revenue Requirement before Coverage	$ 33,180,190	$ 5,771,426	$ 6,585,942	$ 9,271,758	$ 11,551,064
	Average Accounts	12,262	9,269	11,004	13,239	15,535
	Revenue Requirement/Account Per Month	$ 56.37	$ 51.89	$ 49.88	$ 58.36	$ 61.96
WWO1	**Residential Outside**					
	Net Revenue Requirement before Coverage	$ 106,035	$ 2,320	$ 19,329	$ 31,433	$ 52,953
	Average Accounts	17	2	12	22	32
	Revenue Requirement/Account Per Month	$ 129.94	$ 96.67	$ 134.23	$ 119.06	$ 137.90
	Percent Greater than Residential Inside	**130.5%**	**86.3%**	**169.1%**	**104.0%**	**122.6%**
	Commercial Customers					
WWI2	**Commercial Inside**					
	Net Revenue Requirement before Coverage	$ 1,981,207	$ 245,571	$ 379,164	$ 583,822	$ 772,649
	Average Accounts	300	193	255	335	418
	Revenue Requirement/Account Per Month	$ 137.41	$ 106.03	$ 123.79	$ 145.04	$ 154.11
WWO2	**Commercial Outside**					
	Net Revenue Requirement before Coverage	$ 3,658	$ 733	$ 1,004	$ 891	$ 1,031
	Average Accounts	1	1	1	1	1
	Revenue Requirement/Account Per Month	$ 76.21	$ 15.26	$ 20.91	$ 18.56	$ 21.48
	Percent Greater than Commercial Inside	**-44.5%**	**-85.6%**	**-83.1%**	**-87.2%**	**-86.1%**
	Total Customers					
	Total Inside City					
	Net Revenue Requirement before Coverage	$ 35,161,397	$ 6,016,998	$ 6,965,105	$ 9,855,580	$ 12,323,713
	Average Accounts	12,562	9,462	11,259	13,574	15,953
	Revenue Requirement/Account Per Month	$ 58.31	$ 52.99	$ 51.55	$ 60.50	$ 64.38
	Total Outside City					
	Net Revenue Requirement before Coverage	$ 109,693	$ 3,053	$ 20,333	$ 32,323	$ 53,984
	Average Accounts	18	3	13	23	33
	Revenue Requirement/Account Per Month	$ 126.96	$ 84.79	$ 130.34	$ 117.11	$ 136.32
	Percent Greater than Inside City	**117.7%**	**60.0%**	**152.8%**	**93.6%**	**111.8%**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

10 Year Forecast
2021-2030

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary -- Inside City and Outside City Wastewater Cost of Service
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		Rate Plan Period Total	Prior 2021	Year 1 2022	Year 2 2023	Year 3 2024
4	**REVENUES AND REVENUE REQUIREMENT BY CUSTOMER CLASS**					
WWI1	**Residential Inside**					
	Revenues under Proposed Rates	$ 41,516,720	$ 8,220,996	$ 8,820,125	$ 10,611,563	$ 13,864,036
	Net Revenue Requirement before Coverage	33,180,190	5,771,426	6,585,942	9,271,758	11,551,064
	Net Revenues Required to Fund Coverage	8,336,530	2,449,569	2,234,184	1,339,805	2,312,972
WWI2	**Commercial Inside**					
	Revenues under Proposed Rates	$ 2,466,560	$ 388,752	$ 514,130	$ 675,640	$ 888,038
	Net Revenue Requirement before Coverage	1,981,207	245,571	379,164	583,822	772,649
	Net Revenues Required to Fund Coverage	485,353	143,181	134,966	91,818	115,388
	Total Inside City					
	Revenues under Proposed Rates	$ 43,983,279	$ 8,609,747	$ 9,334,255	$ 11,287,203	$ 14,752,073
	Net Revenue Requirement before Coverage	35,161,397	6,016,998	6,965,105	9,855,580	12,323,713
	Net Revenues Required to Fund Coverage	8,821,883	2,592,750	2,369,150	1,431,623	2,428,360
	Percent Contributed to Coverage	**20.1%**	**30.1%**	**25.4%**	**12.7%**	**16.5%**
WWO1	**Residential Outside**					
	Revenues under Proposed Rates	$ 84,028	$ 2,325	$ 14,063	$ 25,783	$ 41,856
	Net Revenue Requirement before Coverage	106,035	2,320	19,329	31,433	52,953
	Net Revenues Required to Fund Coverage	(22,007)	5	(5,266)	(5,650)	(11,097)
WWO2	**Commercial Outside**					
	Revenues under Proposed Rates	$ 4,133	$ 967	$ 1,092	$ 967	$ 1,107
	Net Revenue Requirement before Coverage	3,658	733	1,004	891	1,031
	Net Revenues Required to Fund Coverage	475	234	88	76	75
	Total Outside City					
	Revenues under Proposed Rates	$ 88,161	$ 3,292	$ 15,155	$ 26,750	$ 42,963
	Net Revenue Requirement before Coverage	109,693	3,053	20,333	32,323	53,984
	Net Revenues Required to Fund Coverage	(21,532)	240	(5,178)	(5,573)	(11,021)
	Percent Contributed to Coverage	**-24.4%**	**7.3%**	**-34.2%**	**-20.8%**	**-25.7%**
	Total Wastewater Utility					
	Revenues under Proposed Rates	$ 44,071,440	$ 8,613,040	$ 9,349,411	$ 11,313,953	$ 14,795,036
	Net Revenue Requirement before Coverage	35,271,090	6,020,050	6,985,438	9,887,904	12,377,697
	Net Revenues Required to Fund Coverage	**8,800,350**	**2,592,989**	**2,363,972**	**1,426,050**	**2,417,339**
	Debt Coverage	**1.51**	**2.13**	**1.80**	**1.28**	**1.36**

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Model Summary
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

1 Water and Wastewater Rates

Water Rates -- Residential

		Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Monthly Minimum Charge--3/4"		$ 24.56	$ 24.56	$ 24.56	$ 24.56	$ 30.04	$ 35.52	$ 41.00	$ 46.48	$ 47.88	$ 49.31	$ 50.79
Volume Rate Per 1,000 Gal												
2,001	10,000	$ 5.37	$ 5.37	$ 5.37	$ 5.37	$ 5.53	$ 5.70	$ 5.87	$ 6.04	$ 6.23	$ 6.41	$ 6.60
10,001	20,000	8.13	8.13	8.13	8.13	8.37	8.63	8.88	9.15	9.42	9.71	10.00
20,001	30,000	9.57	9.57	9.57	9.57	9.86	10.15	10.46	10.77	11.09	11.43	11.77
30,001	Above	13.81	13.81	13.81	13.81	14.22	14.65	15.09	15.54	16.01	16.49	16.98

Wastewater Rates - Residential

Monthly Charge		$ 25.54	$ 25.54	$ 25.54	$ 25.54	$ 26.05	$ 26.57	$ 27.10	$ 27.65	$ 28.20	$ 28.76	$ 29.34
Volume Rate/1,000 Gal (2,001 to 5,000)		6.37	6.37	6.37	6.37	6.50	6.63	6.76	6.90	7.03	7.17	7.32
Volume Rate/1,000 Gal (5,001 to 11,000)		7.88	7.88	7.88	7.88	8.04	8.20	8.36	8.53	8.70	8.87	9.05

2 Residential Standard Monthly Bill

5,000 W	Total	$ 85.32	$ 85.32	$ 91.69	$ 98.06	$ 105.17	$ 112.32	$ 119.51	$ 126.74	$ 129.92	$ 133.18	$ 136.53
5,000 WW	Increase -- $		-	6.37	6.37	7.11	7.15	7.19	7.23	3.18	3.26	3.35
	Increase -- %		0.0%	7.5%	6.9%	7.3%	6.8%	6.4%	6.0%	2.5%	2.5%	2.5%
10,000 W	Total	151.57	151.57	157.94	164.31	173.02	181.80	190.66	199.60	204.54	209.61	214.81
10,000 WW	Increase -- $		-	6.37	6.37	8.71	8.78	8.86	8.94	4.94	5.07	5.20
	Increase -- %		0.0%	4.2%	4.0%	5.3%	5.1%	4.9%	4.7%	2.5%	2.5%	2.5%
20,000 W	Total	240.75	240.75	247.12	253.49	264.79	276.25	287.86	299.64	307.49	315.56	323.85
14,000 WW	Increase -- $		-	6.37	6.37	11.30	11.46	11.61	11.78	7.86	8.07	8.29
	Increase -- %		0.0%	2.6%	2.6%	4.5%	4.3%	4.2%	4.1%	2.6%	2.6%	2.6%
30,000 W	Total	336.45	336.45	342.82	349.19	363.36	377.78	392.44	407.35	418.44	429.83	441.55
14,000 WW	Increase -- $		-	6.37	6.37	14.17	14.41	14.66	14.91	11.09	11.40	11.72
	Increase -- %		0.0%	1.9%	1.9%	4.1%	4.0%	3.9%	3.8%	2.7%	2.7%	2.7%

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Model Summary
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
3	**Fund Balance, Revenues and Expenses**											
	Beginning Fund Balance		$ 8,623,786	$ 11,315,038	$ 13,860,757	$ 14,954,748	$ 17,354,656	$ 20,614,538	$ 23,144,797	$ 27,001,720	$ 32,264,579	$ 39,574,555
	Revenues and Expenses -- CASH BASIS											
3.1	**Revenues**											
	Water Rate Revenues		$ 10,161,017	$ 11,942,720	$ 14,233,926	$ 17,116,977	$ 20,369,550	$ 23,622,399	$ 27,236,013	$ 30,848,925	$ 34,391,212	$ 37,816,302
	WW Rate Revenues		8,613,040	9,349,411	11,313,953	14,795,036	17,288,900	19,668,985	22,255,576	24,953,491	27,637,052	30,168,156
	Non-Rate Revenues		3,080,746	3,080,746	3,382,974	3,419,846	3,368,467	3,243,949	3,313,461	3,322,528	3,258,456	3,120,035
	Total Revenues		21,854,802	24,372,876	28,930,853	35,331,859	41,026,916	46,535,333	52,805,050	59,124,944	65,286,720	71,104,493
				12%								
3.2	Operating Expenses		12,461,046	13,176,354	15,831,676	18,349,074	21,518,661	24,589,197	27,541,531	31,024,140	34,002,374	37,381,257
3.3	Capital Outlays		463,359	463,359	463,359	463,359	463,359	463,359	463,359	463,359	463,359	463,359
3.4	Transfers		780,767	940,985	1,149,706	1,374,261	1,603,257	1,826,202	2,070,815	2,329,298	2,590,945	2,843,619
3.5	Net Revenues for Debt Service and Coverage		8,149,630	9,792,179	11,486,111	15,145,165	17,441,639	19,656,575	22,729,345	25,308,146	28,230,042	30,416,257
	Debt Service											
	Current Debt Service		5,458,378	7,246,460	8,049,064	8,059,143	7,738,350	7,754,088	7,742,900	7,744,238	7,740,369	7,715,119
	Future Debt Service		-	-	2,343,057	4,686,114	6,443,407	9,372,229	11,129,521	12,301,050	13,179,696	14,058,343
3.6	Total Debt Service		5,458,378	7,246,460	10,392,121	12,745,257	14,181,757	17,126,316	18,872,421	20,045,287	20,920,065	21,773,462
3.7	Total Cost of Service -- CASH Basis		19,163,550	21,827,158	27,836,862	32,931,950	37,767,034	44,005,074	48,948,126	53,862,085	57,976,743	62,461,697
3.8	**Net Revenues for Contingency and Coverage**		**2,691,252**	**2,545,718**	**1,093,991**	**2,399,908**	**3,259,882**	**2,530,259**	**3,856,923**	**5,262,859**	**7,309,977**	**8,642,796**
	Percent of COS		14.0%	11.7%	3.9%	7.3%	8.6%	5.7%	7.9%	9.8%	12.6%	13.8%
	Debt Coverage (3.5/3.6)		**1.49**	**1.35**	**1.11**	**1.19**	**1.23**	**1.15**	**1.20**	**1.26**	**1.35**	**1.40**
	Ending Water & Sewer Combined Fund Balance		**11,315,038**	**13,860,757**	**14,954,748**	**17,354,656**	**20,614,538**	**23,144,797**	**27,001,720**	**32,264,579**	**39,574,555**	**48,217,351**
	One Day Operating Expenditures (Op.Exp+Det Svc)		51,233	58,531	74,996	88,955	102,202	119,292	132,835	146,298	157,571	169,858
	Days of Operating Expenditures		**221**	**237**	**199**	**195**	**202**	**194**	**203**	**221**	**251**	**284**
	Fund Balance Goal Days	60	3,074,004	3,511,857	4,499,754	5,337,303	6,132,111	7,157,542	7,970,099	8,777,873	9,454,255	10,191,508
	Over (Short) of Requirement		8,241,035	10,348,900	10,454,994	12,017,353	14,482,426	15,987,254	19,031,621	23,486,706	30,120,300	38,025,843

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Model Summary
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
5	**Total Accounts**											
	Water Accounts											
	Total Accounts		10,315	12,122	14,447	16,836	19,136	21,223	23,429	25,651	27,763	29,637
	New Accounts		-	1,797	2,315	2,378	2,290	2,077	2,196	2,212	2,102	1,865
	Avg. Annual Growth Rate			17.52%	19.18%	16.53%	13.66%	10.91%	10.39%	9.48%	8.23%	6.75%
	Wastewater Accounts											
	Total Accounts		9,465	11,272	13,597	15,986	18,286	20,373	22,579	24,801	26,913	28,787
	New Accounts		-	1,807	2,325	2,388	2,300	2,087	2,206	2,222	2,112	1,875
	Avg. Annual Growth Rate			19.09%	20.63%	17.56%	14.39%	11.41%	10.83%	9.84%	8.52%	6.97%
6	**Annual Volume**											
	Water Volume											
	Residential Inside		798,417,613	938,017,991	1,117,849,027	1,302,588,202	1,480,488,166	1,641,813,099	1,812,391,084	1,984,175,988	2,147,431,993	2,292,262,357
	Residential Outside		3,496,600	4,467,878	5,439,156	6,410,433	7,381,711	8,352,989	9,324,267	10,295,544	11,266,822	12,238,100
	Commercial Inside		139,942,599	164,411,047	195,930,920	228,311,068	259,492,474	287,768,692	317,666,737	347,776,326	376,391,012	401,776,146
	Commercial Outside		-	-	-	-	-	-	-	-	-	-
	Light Farms		-	-	-	-	-	-	-	-	-	-
	Other I4		-	-	-	-	-	-	-	-	-	-
	Other I5		-	-	-	-	-	-	-	-	-	-
	Other I6		-	-	-	-	-	-	-	-	-	-
	Other I7		-	-	-	-	-	-	-	-	-	-
	Other I8		-	-	-	-	-	-	-	-	-	-
	Total System		941,856,811	1,106,896,916	1,319,219,103	1,537,309,704	1,747,362,351	1,937,934,780	2,139,382,088	2,342,247,858	2,535,089,827	2,706,276,602
	Wastewater Billing Units											
	Residential Inside		676,133,747	660,240,000	794,340,000	932,100,000	1,064,760,000	1,185,060,000	1,312,260,000	1,440,360,000	1,562,100,000	1,670,100,000
	Residential Outside		166,100	1,008,000	1,848,000	2,688,000	3,528,000	4,368,000	5,208,000	6,048,000	6,888,000	7,728,000
	Commercial Inside		29,040,641	38,406,667	50,471,837	62,866,302	74,801,912	85,625,476	97,069,842	108,595,183	119,548,306	129,265,221
	Commercial Outside		52,000	52,000	52,000	52,000	52,000	52,000	52,000	52,000	52,000	52,000
	Light Farms		-	-	-	-	-	-	-	-	-	-
	Other I4		-	-	-	-	-	-	-	-	-	-
	Other I5		-	-	-	-	-	-	-	-	-	-
	Other I6		-	-	-	-	-	-	-	-	-	-
	Other I7		-	-	-	-	-	-	-	-	-	-
	Other I8		-	-	-	-	-	-	-	-	-	-
	Total System		705,392,488	699,706,667	846,711,837	997,706,302	1,143,141,912	1,275,105,476	1,414,589,842	1,555,055,183	1,688,588,306	1,807,145,221

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue Summary
Scenario: 2022 03 09 Scenario 1 -- Winter Average Phase In

		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	WATER Revenues -- Total										
WI1	Residential Inside	$ 7,996,662	$ 9,394,849	$ 11,195,972	$ 13,492,473	$ 16,103,857	$ 18,724,501	$ 21,640,981	$ 24,529,409	$ 27,344,094	$ 30,063,924
WI2	Commercial Inside	2,114,939	2,484,729	2,961,086	3,528,954	4,147,076	4,753,880	5,423,244	6,121,891	6,824,361	7,503,159
WO1	Residential Outside	49,415	63,142	76,868	95,549	118,617	144,018	171,787	197,625	222,757	249,219
WO2	Commercial Outside	-	-	-	-	-	-	-	-	-	-
	Total Rate Revenue	10,161,017	11,942,720	14,233,926	17,116,977	20,369,550	23,622,399	27,236,013	30,848,925	34,391,212	37,816,302
	Non-Rate Revenue	1,808,960	1,808,960	1,836,465	1,839,820	1,835,144	1,823,812	1,830,138	1,830,964	1,825,133	1,812,535
	Total Revenue	**11,969,977**	**13,751,679**	**16,070,390**	**18,956,797**	**22,204,694**	**25,446,211**	**29,066,151**	**32,679,888**	**36,216,345**	**39,628,837**
	Water Revenues -- Additional										
WI1	Residential Inside		1,398,187	1,801,123	2,296,501	2,611,384	2,620,644	2,916,481	2,888,428	2,814,685	2,719,830
WI2	Commercial Inside		369,789	476,357	567,869	618,121	606,805	669,364	698,646	702,471	678,798
WO1	Residential Outside		13,726	13,726	18,681	23,068	25,401	27,769	25,838	25,132	26,462
WO2	Commercial Outside		-	-	-	-	-	-	-	-	-
	Total Rate Revenue		1,781,703	2,291,206	2,883,051	3,252,573	3,252,849	3,613,614	3,612,912	3,542,288	3,425,090
	Non-Rate Revenue		-	27,505	3,356	(4,676)	(11,332)	6,326	825	(5,831)	(12,597)
	Total Revenue		**1,781,703**	**2,318,711**	**2,886,407**	**3,247,897**	**3,241,518**	**3,619,940**	**3,613,737**	**3,536,457**	**3,412,492**
	WASTEWATER Revenues -- Total										
WWI1	Residential Inside	$ 8,220,996	$ 8,820,125	$ 10,611,563	$ 13,864,036	$ 16,153,962	$ 18,338,670	$ 20,713,218	$ 23,189,901	$ 25,652,923	$ 27,975,037
WWI2	Commercial Inside	388,752	514,130	675,640	888,038	1,077,770	1,258,394	1,455,118	1,660,446	1,864,480	2,056,346
WWO1	Residential Outside	2,325	14,063	25,783	41,856	56,039	70,769	86,066	101,946	118,428	135,527
WWO2	Commercial Outside	967	1,092	967	1,107	1,129	1,151	1,174	1,198	1,222	1,246
	Total Rate Revenue	8,613,040	9,349,411	11,313,953	14,795,036	17,288,900	19,668,985	22,255,576	24,953,491	27,637,052	30,168,156
	Non-Rate Revenue	1,271,786	1,271,786	1,546,509	1,580,025	1,533,323	1,420,137	1,483,323	1,491,565	1,433,323	1,307,500
	Total Revenue	**9,884,826**	**10,621,197**	**12,860,463**	**16,375,062**	**18,822,222**	**21,089,121**	**23,738,898**	**26,445,055**	**29,070,375**	**31,475,656**
	WASTEWATER Revenues -- Additional										
WWI1	Residential Inside		599,130	1,791,438	3,252,473	2,289,926	2,184,708	2,374,547	2,476,684	2,463,021	2,322,114
WWI2	Commercial Inside		125,378	161,510	212,397	189,733	180,624	196,724	205,328	204,034	191,866
WWO1	Residential Outside		11,738	11,720	16,073	14,182	14,730	15,297	15,881	16,481	17,100
WWO2	Commercial Outside		125	(125)	139	22	23	23	23	24	24
	Total Rate Revenue		736,371	1,964,542	3,481,083	2,493,864	2,380,085	2,586,591	2,697,915	2,683,561	2,531,104
	Non-Rate Revenue		-	274,723	33,516	(46,703)	(113,186)	63,186	8,242	(58,241)	(125,823)
	Total Revenue		**736,371**	**2,239,266**	**3,514,599**	**2,447,161**	**2,266,899**	**2,649,777**	**2,706,157**	**2,625,320**	**2,405,281**

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

		Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1	**TOTAL Revenues and Expenses -- CASH BASIS**											
	Beginning Fund Balance		$ 8,623,786	$ 11,315,038	$ 13,860,757	$ 14,954,748	$ 17,354,656	$ 20,614,538	$ 23,144,797	$ 27,001,720	$ 32,264,579	$ 39,574,555
1.1	**Rate Revenues**											
	Water Rate Revenue											
WI1	Residential Inside		7,996,662	9,394,849	11,195,972	13,492,473	16,103,857	18,724,501	21,640,981	24,529,409	27,344,094	30,063,924
WI2	Commercial Inside		2,114,939	2,484,729	2,961,086	3,528,954	4,147,076	4,753,880	5,423,244	6,121,891	6,824,361	7,503,159
WO1	Residential Outside		49,415	63,142	76,868	95,549	118,617	144,018	171,787	197,625	222,757	249,219
WO2	Commercial Outside		-	-	-	-	-	-	-	-	-	-
	Total		10,161,017	11,942,720	14,233,926	17,116,977	20,369,550	23,622,399	27,236,013	30,848,925	34,391,212	37,816,302
	Wastewater Rate Revenue											
WWI1	Residential Inside		8,220,996	8,820,125	10,611,563	13,864,036	16,153,962	18,338,670	20,713,218	23,189,901	25,652,923	27,975,037
WWI2	Commercial Inside		388,752	514,130	675,640	888,038	1,077,770	1,258,394	1,455,118	1,660,446	1,864,480	2,056,346
WWO1	Residential Outside		2,325	14,063	25,783	41,856	56,039	70,769	86,066	101,946	118,428	135,527
WWO2	Commercial Outside		967	1,092	967	1,107	1,129	1,151	1,174	1,198	1,222	1,246
	Total		8,613,040	9,349,411	11,313,953	14,795,036	17,288,900	19,668,985	22,255,576	24,953,491	27,637,052	30,168,156
	Non-Rate Revenues		3,080,746	3,080,746	3,382,974	3,419,846	3,368,467	3,243,949	3,313,461	3,322,528	3,258,456	3,120,035
	Total Revenues		**21,854,802**	**24,372,876**	**28,930,853**	**35,331,859**	**41,026,916**	**46,535,333**	**52,805,050**	**59,124,944**	**65,286,720**	**71,104,493**
	Cost of Service											
	Cost Center Code											
24	Utility Billing		321,106	330,739	340,661	440,380	453,591	561,226	578,063	694,432	715,265	736,723
21	Water Operations		3,317,436	3,651,642	4,239,251	4,872,238	5,533,721	6,207,650	6,941,839	7,725,586	8,542,713	9,373,771
22	Sewer Operations		1,333,144	1,370,815	1,878,513	2,012,989	2,722,873	3,455,180	3,668,500	4,123,278	4,357,858	4,589,903
UTRWD-W	Upper Trinity Regional Water District- Water		4,500,000	4,636,333	5,685,137	6,830,858	8,094,881	9,135,105	10,555,546	12,079,593	13,366,933	15,053,231
UTRWD-S	Upper Trinity Regional Water District- Sewer		-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer		2,989,360	3,186,824	3,688,113	4,192,608	4,713,595	5,230,035	5,797,583	6,401,252	7,019,604	7,627,630
	Total		12,461,046	13,176,354	15,831,676	18,349,074	21,518,661	24,589,197	27,541,531	31,024,140	34,002,374	37,381,257

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

			Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Budget Code												
1	Personnel Svcs			2,254,624	2,322,263	2,889,790	3,237,243	3,858,305	4,604,807	4,928,601	5,554,094	5,916,822	6,295,924
2	Contractual			811,722	836,591	954,838	1,003,090	1,152,496	1,306,427	1,369,456	1,478,642	1,547,077	1,615,454
3	Materials & Supplies			1,198,200	1,393,212	1,666,562	1,967,357	2,327,227	2,681,462	3,028,689	3,397,279	3,772,840	4,138,868
4	Operations			402,873	466,535	574,695	704,798	917,543	1,135,917	1,321,832	1,526,695	1,744,980	1,969,558
5	Utilities			268,966	298,236	335,091	374,546	414,883	454,521	497,674	543,171	589,400	634,534
6	Administration			35,300	36,359	37,450	38,573	39,730	40,922	42,150	43,415	44,717	46,058
UTRWD-W	Upper Trinity Regional Water District- Water			4,500,000	4,636,333	5,685,137	6,830,858	8,094,881	9,135,105	10,555,546	12,079,593	13,366,933	15,053,231
UTRWD-W	Upper Trinity Regional Water District- Water			-	-	-	-	-	-	-	-	-	-
0	#N/A			-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer			2,989,360	3,186,824	3,688,113	4,192,608	4,713,595	5,230,035	5,797,583	6,401,252	7,019,604	7,627,630
0	#N/A			-	-	-	-	-	-	-	-	-	-
	Total			12,461,046	13,176,354	15,831,676	18,349,074	21,518,661	24,589,197	27,541,531	31,024,140	34,002,374	37,381,257
1.2	**Total Operating Expenses**			**12,461,046**	**13,176,354**	**15,831,676**	**18,349,074**	**21,518,661**	**24,589,197**	**27,541,531**	**31,024,140**	**34,002,374**	**37,381,257**
1.3	**Capital Outlays**			**463,359**	**463,359**	**463,359**	**463,359**	**463,359**	**463,359**	**463,359**	**463,359**	**463,359**	**463,359**
1.4	**Transfers**			**780,767**	**940,985**	**1,149,706**	**1,374,261**	**1,603,257**	**1,826,202**	**2,070,815**	**2,329,298**	**2,590,945**	**2,843,619**
1.5	**Net Revenues for Debt Service and Coverage**			**8,149,630**	**9,792,179**	**11,486,111**	**15,145,165**	**17,441,639**	**19,656,575**	**22,729,345**	**25,308,146**	**28,230,042**	**30,416,257**
	Debt Service												
	Debt Service -- Current			5,458,378	7,246,460	8,049,064	8,059,143	7,738,350	7,754,088	7,742,900	7,744,238	7,740,369	7,715,119
	Debt Service -- Future			-	-	2,343,057	4,686,114	6,443,407	9,372,229	11,129,521	12,301,050	13,179,696	14,058,343
1.6	**Total Debt Service**			**5,458,378**	**7,246,460**	**10,392,121**	**12,745,257**	**14,181,757**	**17,126,316**	**18,872,421**	**20,045,287**	**20,920,065**	**21,773,462**
1.7	**Total Cost of Service**			**19,163,550**	**21,827,158**	**27,836,862**	**32,931,950**	**37,767,034**	**44,005,074**	**48,948,126**	**53,862,085**	**57,976,743**	**62,461,697**
1.8	**Net Revenues for Contingency and Coverage**			**2,691,252**	**2,545,718**	**1,093,991**	**2,399,908**	**3,259,882**	**2,530,259**	**3,856,923**	**5,262,859**	**7,309,977**	**8,642,796**
	Percent of COS			12.3%	10.4%	3.8%	6.8%	7.9%	5.4%	7.3%	8.9%	11.2%	12.2%
	Ending Fund Balance			**11,315,038**	**13,860,757**	**14,954,748**	**17,354,656**	**20,614,538**	**23,144,797**	**27,001,720**	**32,264,579**	**39,574,555**	**48,217,351**
	Revenue Adequacy Tests												
	Total Operating + Debt Service + Transfers			18,700,191	21,363,799	27,373,503	32,468,591	37,303,675	43,541,715	48,484,767	53,398,726	57,513,384	61,998,338
	Expenses Per Day			51,233	58,531	74,996	88,955	102,202	119,292	132,835	146,298	157,571	169,858
	Days of Operating Expenses			**221**	**237**	**199**	**195**	**202**	**194**	**203**	**221**	**251**	**284**
	Debt Coverage (1.5/1.6)	**1.24**		**1.49**	**1.35**	**1.11**	**1.19**	**1.23**	**1.15**	**1.20**	**1.26**	**1.35**	**1.40**

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

		Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
2	**WATER Revenues and Expenses -- CASH BASIS**											
2.1	**Water Revenues**											
	Water Rate Revenue											
WI1	Residential Inside		$ 7,996,662	$ 9,394,849	$ 11,195,972	$ 13,492,473	$ 16,103,857	$ 18,724,501	$ 21,640,981	$ 24,529,409	$ 27,344,094	$ 30,063,924
WO1	Residential Outside		49,415	63,142	76,868	95,549	118,617	144,018	171,787	197,625	222,757	249,219
WI2	Commercial Inside		2,114,939	2,484,729	2,961,086	3,528,954	4,147,076	4,753,880	5,423,244	6,121,891	6,824,361	7,503,159
WO2	Commercial Outside		-	-	-	-	-	-	-	-	-	-
	Sub-Total		10,161,017	11,942,720	14,233,926	17,116,977	20,369,550	23,622,399	27,236,013	30,848,925	34,391,212	37,816,302
	Non-Rate Revenues		1,808,960	1,808,960	1,836,465	1,839,820	1,835,144	1,823,812	1,830,138	1,830,964	1,825,133	1,812,535
	Total Revenues		**11,969,977**	**13,751,679**	**16,070,390**	**18,956,797**	**22,204,694**	**25,446,211**	**29,066,151**	**32,679,888**	**36,216,345**	**39,628,837**
	Water Cost of Service											
	Cost Center Code											
24	Utility Billing		199,380	205,361	211,522	273,438	281,642	348,474	358,928	431,183	444,119	457,442
21	Water Operations		3,317,436	3,651,642	4,239,251	4,872,238	5,533,721	6,207,650	6,941,839	7,725,586	8,542,713	9,373,771
22	Sewer Operations		-	-	-	-	-	-	-	-	-	-
UTRWD-W	Upper Trinity Regional Water District- Water		4,500,000	4,636,333	5,685,137	6,830,858	8,094,881	9,135,105	10,555,546	12,079,593	13,366,933	15,053,231
UTRWD-S	Upper Trinity Regional Water District- Sewer		-	-	-	-	-	-	-	-	-	-
	Total		8,016,816	8,493,336	10,135,910	11,976,535	13,910,243	15,691,229	17,856,313	20,236,362	22,353,765	24,884,444

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

			Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Budget Code												
1	Personnel Svcs			1,448,978	1,492,448	1,704,033	1,981,985	2,217,329	2,522,913	2,784,250	3,120,056	3,409,764	3,713,654
2	Contractual			538,296	555,619	573,837	592,683	612,075	631,937	652,525	673,785	695,645	718,016
3	Materials & Supplies			1,074,200	1,266,491	1,516,002	1,785,431	2,061,824	2,333,150	2,631,827	2,949,103	3,272,734	3,588,646
4	Operations			250,290	310,597	390,856	482,865	584,001	691,396	815,486	955,008	1,107,166	1,267,925
5	Utilities			205,051	231,848	266,045	302,713	340,134	376,727	416,679	458,816	501,523	542,973
6	Administration			-	-	-	-	-	-	-	-	-	-
UTRWD-W	Upper Trinity Regional Water District- Water			4,500,000	4,636,333	5,685,137	6,830,858	8,094,881	9,135,105	10,555,546	12,079,593	13,366,933	15,053,231
0	#N/A			-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer			-	-	-	-	-	-	-	-	-	-
0	#N/A			-	-	-	-	-	-	-	-	-	-
	Total			8,016,816	8,493,336	10,135,910	11,976,535	13,910,243	15,691,229	17,856,313	20,236,362	22,353,765	24,884,444
2.2	**Total Operating Expenses**			**8,016,816**	**8,493,336**	**10,135,910**	**11,976,535**	**13,910,243**	**15,691,229**	**17,856,313**	**20,236,362**	**22,353,765**	**24,884,444**
2.3	**Capital Outlays**			**207,494**	**207,494**	**207,494**	**207,494**	**207,494**	**207,494**	**207,494**	**207,494**	**207,494**	**207,494**
2.4	**Transfers**			**484,790**	**584,272**	**713,870**	**853,299**	**995,487**	**1,133,916**	**1,285,800**	**1,446,296**	**1,608,757**	**1,765,646**
2.5	**Net Revenues for Debt Service and Coverage**			**3,260,877**	**4,466,578**	**5,013,116**	**5,919,469**	**7,091,471**	**8,413,573**	**9,716,545**	**10,789,736**	**12,046,329**	**12,771,253**
	Debt Service												
	Debt Service -- Current			3,162,614	4,284,832	4,759,411	4,765,371	4,575,686	4,584,992	4,578,377	4,579,168	4,576,880	4,561,950
	Debt Service -- Future			-	-	585,764	1,171,529	1,757,293	2,635,939	3,221,704	3,807,468	4,393,232	4,978,996
2.6	**Total Debt Service**			**3,162,614**	**4,284,832**	**5,345,176**	**5,936,900**	**6,332,979**	**7,220,931**	**7,800,080**	**8,386,635**	**8,970,112**	**9,540,946**
2.7	**Total Cost of Service**			**11,871,713**	**13,569,933**	**16,402,449**	**18,974,227**	**21,446,203**	**24,253,570**	**27,149,687**	**30,276,788**	**33,140,128**	**36,398,530**
2.8	**Net Revenues for Contingency and Coverage**			**98,263**	**181,746**	**(332,059)**	**(17,430)**	**758,491**	**1,192,642**	**1,916,465**	**2,403,101**	**3,076,217**	**3,230,307**
	Percent of COS			0.8%	1.3%	-2.1%	-0.1%	3.4%	4.7%	6.6%	7.4%	8.5%	8.2%
	Debt Coverage (2.5/2.6)	**1.00**		**1.03**	**1.04**	**0.94**	**1.00**	**1.12**	**1.17**	**1.25**	**1.29**	**1.34**	**1.34**

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

		Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
3	**WASTEWATER Revenues and Expenses -- CASH BASIS**											
3.1	**Wastewater Revenues**											
	Wastewater Rate Revenue											
WWI1	Residential Inside		$ 8,220,996	$ 8,820,125	$ 10,611,563	$ 13,864,036	$ 16,153,962	$ 18,338,670	$ 20,713,218	$ 23,189,901	$ 25,652,923	$ 27,975,037
WWO1	Residential Outside		2,325	14,063	25,783	41,856	56,039	70,769	86,066	101,946	118,428	135,527
WWI2	Commercial Inside		388,752	514,130	675,640	888,038	1,077,770	1,258,394	1,455,118	1,660,446	1,864,480	2,056,346
WWO2	Commercial Outside		967	1,092	967	1,107	1,129	1,151	1,174	1,198	1,222	1,246
			8,613,040	9,349,411	11,313,953	14,795,036	17,288,900	19,668,985	22,255,576	24,953,491	27,637,052	30,168,156
	Non-Rate Revenues		1,271,786	1,271,786	1,546,509	1,580,025	1,533,323	1,420,137	1,483,323	1,491,565	1,433,323	1,307,500
	Total Revenues		**9,884,826**	**10,621,197**	**12,860,463**	**16,375,062**	**18,822,222**	**21,089,121**	**23,738,898**	**26,445,055**	**29,070,375**	**31,475,656**
	Wastewater Cost of Service											
	Cost Center Code											
24	Utility Billing		121,726	125,378	129,140	166,941	171,950	212,752	219,135	263,249	271,146	279,280
21	Water Operations		-	-	-	-	-	-	-	-	-	-
22	Sewer Operations		1,333,144	1,370,815	1,878,513	2,012,989	2,722,873	3,455,180	3,668,500	4,123,278	4,357,858	4,589,903
UTRWD-W	Upper Trinity Regional Water District- Water		-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer		2,989,360	3,186,824	3,688,113	4,192,608	4,713,595	5,230,035	5,797,583	6,401,252	7,019,604	7,627,630
	Total		4,444,230	4,683,017	5,695,766	6,372,539	7,608,418	8,897,968	9,685,218	10,787,778	11,648,608	12,496,813

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

		Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Budget Code											
1	Personnel Svcs		805,646	829,816	1,185,757	1,255,257	1,640,975	2,081,894	2,144,351	2,434,037	2,507,059	2,582,270
2	Contractual		273,426	280,972	381,002	410,408	540,422	674,490	716,931	804,857	851,432	897,439
3	Materials & Supplies		124,000	126,720	150,560	181,926	265,403	348,311	396,863	448,176	500,106	550,222
4	Operations		152,583	155,939	183,839	221,933	333,542	444,521	506,345	571,686	637,813	701,633
5	Utilities		63,916	66,388	69,046	71,833	74,749	77,794	80,995	84,356	87,877	91,560
6	Administration		35,300	36,359	37,450	38,573	39,730	40,922	42,150	43,415	44,717	46,058
UTRWD-W	Upper Trinity Regional Water District- Water		-	-	-	-	-	-	-	-	-	-
0	#N/A		-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer		2,989,360	3,186,824	3,688,113	4,192,608	4,713,595	5,230,035	5,797,583	6,401,252	7,019,604	7,627,630
0	#N/A		-	-	-	-	-	-	-	-	-	-
	Total		4,444,230	4,683,017	5,695,766	6,372,539	7,608,418	8,897,968	9,685,218	10,787,778	11,648,608	12,496,813
3.2	**Total Operating Expenses**		**4,444,230**	**4,683,017**	**5,695,766**	**6,372,539**	**7,608,418**	**8,897,968**	**9,685,218**	**10,787,778**	**11,648,608**	**12,496,813**
3.3	**Capital Outlays**		**255,865**	**255,865**	**255,865**	**255,865**	**255,865**	**255,865**	**255,865**	**255,865**	**255,865**	**255,865**
3.4	**Transfers**		**295,977**	**356,713**	**435,836**	**520,962**	**607,771**	**692,286**	**785,015**	**883,002**	**982,188**	**1,077,973**
3.5	**Net Revenues for Debt Service and Coverage**		**4,888,753**	**5,325,601**	**6,472,995**	**9,225,696**	**10,350,168**	**11,243,002**	**13,012,800**	**14,518,410**	**16,183,713**	**17,645,004**
	Debt Service											
	Debt Service -- Current		2,295,763	2,961,628	3,289,652	3,293,772	3,162,664	3,169,096	3,164,523	3,165,070	3,163,489	3,153,169
	Debt Service -- Future		-	-	1,757,293	3,514,586	4,686,114	6,736,289	7,907,818	8,493,582	8,786,464	9,079,346
3.6	**Total Debt Service**		**2,295,763**	**2,961,628**	**5,046,945**	**6,808,357**	**7,848,778**	**9,905,385**	**11,072,341**	**11,658,652**	**11,949,953**	**12,232,515**
3.7	**Total Cost of Service**		**7,291,836**	**8,257,224**	**11,434,413**	**13,957,723**	**16,320,832**	**19,751,504**	**21,798,440**	**23,585,297**	**24,836,615**	**26,063,167**
3.8	**Net Revenues for Contingency and Coverage**		**2,592,989**	**2,363,972**	**1,426,050**	**2,417,339**	**2,501,390**	**1,337,617**	**1,940,459**	**2,859,758**	**4,233,760**	**5,412,489**
	Percent of COS		26.2%	22.3%	11.1%	14.8%	13.3%	6.3%	8.2%	10.8%	14.6%	17.2%
	Debt Coverage (5.5/5.6)	**1.51**	**2.13**	**1.80**	**1.28**	**1.36**	**1.32**	**1.14**	**1.18**	**1.25**	**1.35**	**1.44**

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

			Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1	**Water Monthly Rates and Charges**												
WI1	**Residential Inside**												
	Monthly Minimum Charge												
	Base Charge	3/4"	$ 24.56	$ 24.56	$ 24.56	$ 24.56	$ 30.04	$ 35.52	$ 41.00	$ 46.48	$ 47.88	$ 49.31	$ 50.79
		1"	41.30	41.30	41.30	41.30	42.54	43.82	45.13	46.48	47.88	49.31	50.79
		1 1/2"	82.61	82.61	82.61	82.61	85.09	87.64	90.27	92.98	95.77	98.64	101.60
		2"	132.18	132.18	132.18	132.18	136.15	140.23	144.44	148.77	153.23	157.83	162.56
	Volume Rate/1,000 Gal												
	2,001	10,000	$ 5.37	$ 5.37	$ 5.37	$ 5.37	$ 5.53	$ 5.70	$ 5.87	$ 6.04	$ 6.23	$ 6.41	$ 6.60
	10,001	20,000	8.13	8.13	8.13	8.13	8.37	8.63	8.88	9.15	9.42	9.71	10.00
	20,001	30,000	9.57	9.57	9.57	9.57	9.86	10.15	10.46	10.77	11.09	11.43	11.77
	30,001	Above	13.81	13.81	13.81	13.81	14.22	14.65	15.09	15.54	16.01	16.49	16.98
WI2	**Commercial Inside**												
	Monthly Minimum Charge												
		3/4"	$ 29.50	$ 29.50	$ 29.50	$ 29.50	$ 36.65	$ 43.81	$ 50.96	$ 58.11	$ 59.85	$ 61.65	$ 63.50
		1"	51.63	51.63	51.63	51.63	53.18	54.77	56.42	58.11	59.85	61.65	63.50
		1 1/2"	103.27	103.27	103.27	103.27	106.37	109.56	112.85	116.23	119.72	123.31	127.01
		2"	165.22	165.22	165.22	165.22	170.18	175.28	180.54	185.96	191.54	197.28	203.20
		3"	247.83	247.83	247.83	247.83	255.26	262.92	270.81	278.93	287.30	295.92	304.80
		4"	413.05	413.05	413.05	413.05	425.44	438.20	451.35	464.89	478.84	493.20	508.00
	Volume Rate/1,000 Gal												
	2,001	10,000	$ 5.37	$ 5.37	$ 5.37	$ 5.37	$ 5.53	$ 5.70	$ 5.87	$ 6.04	$ 6.23	$ 6.41	$ 6.60
	10,001	20,000	8.13	8.13	8.13	8.13	8.37	8.63	8.88	9.15	9.42	9.71	10.00
	20,001	30,000	9.57	9.57	9.57	9.57	9.86	10.15	10.46	10.77	11.09	11.43	11.77
	30,001	Above	13.81	13.81	13.81	13.81	14.22	14.65	15.09	15.54	16.01	16.49	16.98
2.1	**Residential Monthly Charge**												
	Gallons												
	5,000	Total	$ 40.67	$ 40.67	$ 40.67	$ 40.67	$ 46.63	$ 52.61	$ 58.61	$ 64.62	$ 66.55	$ 68.55	$ 70.61
		Dollar Inc		-	-	-	5.96	5.98	5.99	6.01	1.94	2.00	2.06
		Percent Inc		0.0%	0.0%	0.0%	14.7%	12.8%	11.4%	10.3%	3.0%	3.0%	3.0%
	10,000	Total	67.52	67.52	67.52	67.52	74.29	81.10	87.95	94.84	97.68	100.61	103.63
		Dollar Inc		-	-	-	6.77	6.81	6.85	6.89	2.85	2.93	3.02
		Percent Inc		0.0%	0.0%	0.0%	10.0%	9.2%	8.4%	7.8%	3.0%	3.0%	3.0%
	20,000	Total	148.82	148.82	148.82	148.82	158.03	167.35	176.78	186.34	191.93	197.69	203.62
		Dollar Inc		-	-	-	9.21	9.32	9.44	9.55	5.59	5.76	5.93
		Percent Inc		0.0%	0.0%	0.0%	6.2%	5.9%	5.6%	5.4%	3.0%	3.0%	3.0%
	30,000	Total	244.52	244.52	244.52	244.52	256.60	268.88	281.36	294.05	302.87	311.96	321.32
		Dollar Inc		-	-	-	12.08	12.28	12.48	12.69	8.82	9.09	9.36
		Percent Inc		0.0%	0.0%	0.0%	4.9%	4.8%	4.6%	4.5%	3.0%	3.0%	3.0%

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

			Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
2.2	**Commercial Monthly Charge -- 1 1/2" Meter**												
	30,000	Total	323.23	323.23	323.23	323.23	332.93	342.91	353.20	363.80	374.71	385.95	397.53
		Dollar Inc		-	-	-	9.70	9.99	10.29	10.60	10.91	11.24	11.58
		Percent Inc		0.0%	0.0%	0.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	60,000	Total	737.53	737.53	737.53	737.53	759.66	782.45	805.92	830.10	855.00	880.65	907.07
		Dollar Inc		-	-	-	22.13	22.79	23.47	24.18	24.90	25.65	26.42
		Percent Inc		0.0%	0.0%	0.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
3	**Total Accounts**												
	Total Accounts			**10,315**	**12,122**	**14,447**	**16,836**	**19,136**	**21,223**	**23,429**	**25,651**	**27,763**	**29,637**
	New Accounts				1,807	2,325	2,388	2,300	2,087	2,206	2,222	2,112	1,875
	Avg. Annual Growth Rate				17.5%	19.2%	16.5%	13.7%	10.9%	10.4%	9.5%	8.2%	6.8%
4	**Annual Water Consumption**												
W.1	Residential Inside			798,417,613	938,017,991	1,117,849,027	1,302,588,202	1,480,488,166	1,641,813,099	1,812,391,084	1,984,175,988	2,147,431,993	2,292,262,357
W.3	Commercial Inside			139,942,599	164,411,047	195,930,920	228,311,068	259,492,474	287,768,692	317,666,737	347,776,326	376,391,012	401,776,146
W.2	Residential Outside			3,496,600	4,467,878	5,439,156	6,410,433	7,381,711	8,352,989	9,324,267	10,295,544	11,266,822	12,238,100
W.4	Commercial Outside			-	-	-	-	-	-	-	-	-	-
	Total System			**941,856,811**	**1,106,896,916**	**1,319,219,103**	**1,537,309,704**	**1,747,362,351**	**1,937,934,780**	**2,139,382,088**	**2,342,247,858**	**2,535,089,827**	**2,706,276,602**
					17.5%	19.2%	16.5%	13.7%	10.9%	10.4%	9.5%	8.2%	6.8%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

		Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
5	**Revenues and Expenses -- CASH BASIS**											
5.1	**Water Revenues**											
	Water Rate Revenue											
WI1	Residential Inside	$ 7,996,662	$ 9,394,849	$ 11,195,972	$ 13,492,473	$ 16,103,857	$ 18,724,501	$ 21,640,981	$ 24,529,409	$ 27,344,094	$ 30,063,924	
WI2	Commercial Inside	2,114,939	2,484,729	2,961,086	3,528,954	4,147,076	4,753,880	5,423,244	6,121,891	6,824,361	7,503,159	
WI3	Light Farms	-	-	-	-	-	-	-	-	-	-	
WO1	Residential Outside	49,415	63,142	76,868	95,549	118,617	144,018	171,787	197,625	222,757	249,219	
WO2	Commercial Outside	-	-	-	-	-	-	-	-	-	-	
	Sub-Total	10,161,017	11,942,720	14,233,926	17,116,977	20,369,550	23,622,399	27,236,013	30,848,925	34,391,212	37,816,302	
	Non-Rate Revenues	1,808,960	1,808,960	1,836,465	1,839,820	1,835,144	1,823,812	1,830,138	1,830,964	1,825,133	1,812,535	
	Total Revenues	**11,969,977**	**13,751,679**	**16,070,390**	**18,956,797**	**22,204,694**	**25,446,211**	**29,066,151**	**32,679,888**	**36,216,345**	**39,628,837**	
	Water Cost of Service											
	Cost Center Code											
24	Utility Billing	199,380	205,361	211,522	273,438	281,642	348,474	358,928	431,183	444,119	457,442	
21	Water Operations	3,317,436	3,651,642	4,239,251	4,872,238	5,533,721	6,207,650	6,941,839	7,725,586	8,542,713	9,373,771	
22	Sewer Operations	-	-	-	-	-	-	-	-	-	-	
UTRWD-W	Upper Trinity Regional Water District- Water	4,500,000	4,636,333	5,685,137	6,830,858	8,094,881	9,135,105	10,555,546	12,079,593	13,366,933	15,053,231	
UTRWD-S	Upper Trinity Regional Water District- Sewer	-	-	-	-	-	-	-	-	-	-	
	Total	8,016,816	8,493,336	10,135,910	11,976,535	13,910,243	15,691,229	17,856,313	20,236,362	22,353,765	24,884,444	

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

		Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Budget Code											
1	Personnel Svcs	$ 1,448,978	$ 1,492,448	$ 1,704,033	$ 1,981,985	$ 2,217,329	$ 2,522,913	$ 2,784,250	$ 3,120,056	$ 3,409,764	$ 3,713,654	
2	Contractual	538,296	555,619	573,837	592,683	612,075	631,937	652,525	673,785	695,645	718,016	
3	Materials & Supplies	1,074,200	1,266,491	1,516,002	1,785,431	2,061,824	2,333,150	2,631,827	2,949,103	3,272,734	3,588,646	
4	Operations	250,290	310,597	390,856	482,865	584,001	691,396	815,486	955,008	1,107,166	1,267,925	
5	Utilities	205,051	231,848	266,045	302,713	340,134	376,727	416,679	458,816	501,523	542,973	
6	Administration	-	-	-	-	-	-	-	-	-	-	
UTRWD-W	Upper Trinity Regional Water District- Water	4,500,000	4,636,333	5,685,137	6,830,858	8,094,881	9,135,105	10,555,546	12,079,593	13,366,933	15,053,231	
UTRWD-S	Upper Trinity Regional Water District- Sewer	-	-	-	-	-	-	-	-	-	-	
	Total	8,016,816	8,493,336	10,135,910	11,976,535	13,910,243	15,691,229	17,856,313	20,236,362	22,353,765	24,884,444	
5.2	**Total Operating Expenses**	**8,016,816**	**8,493,336**	**10,135,910**	**11,976,535**	**13,910,243**	**15,691,229**	**17,856,313**	**20,236,362**	**22,353,765**	**24,884,444**	
5.3	**Capital Outlays**	**207,494**	**207,494**	**207,494**	**207,494**	**207,494**	**207,494**	**207,494**	**207,494**	**207,494**	**207,494**	
5.4	**Transfers**	**484,790**	**584,272**	**713,870**	**853,299**	**995,487**	**1,133,916**	**1,285,800**	**1,446,296**	**1,608,757**	**1,765,646**	
5.5	**Net Revenues for Debt Service and Coverage**	**3,260,877**	**4,466,578**	**5,013,116**	**5,919,469**	**7,091,471**	**8,413,573**	**9,716,545**	**10,789,736**	**12,046,329**	**12,771,253**	
	Debt Service											
	Debt Service -- Current	3,162,614	4,284,832	4,759,411	4,765,371	4,575,686	4,584,992	4,578,377	4,579,168	4,576,880	4,561,950	
	Debt Service -- Future	-	-	585,764	1,171,529	1,757,293	2,635,939	3,221,704	3,807,468	4,393,232	4,978,996	
5.6	**Total Debt Service**	**3,162,614**	**4,284,832**	**5,345,176**	**5,936,900**	**6,332,979**	**7,220,931**	**7,800,080**	**8,386,635**	**8,970,112**	**9,540,946**	
5.7	**Total Cost of Service**	**11,871,713**	**13,569,933**	**16,402,449**	**18,974,227**	**21,446,203**	**24,253,570**	**27,149,687**	**30,276,788**	**33,140,128**	**36,398,530**	
5.8	**Net Revenues for Contingency and Coverage**	**98,263**	**181,746**	**(332,059)**	**(17,430)**	**758,491**	**1,192,642**	**1,916,465**	**2,403,101**	**3,076,217**	**3,230,307**	
	Percent of COS	0.8%	1.3%	-2.1%	-0.1%	3.4%	4.7%	6.6%	7.4%	8.5%	8.2%	
	Debt Coverage (5.5/5.6)	**1.03**	**1.04**	**0.94**	**1.00**	**1.12**	**1.17**	**1.25**	**1.29**	**1.34**	**1.34**	

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

			Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1	**Wastewater Monthly Rates and Charges**												
	Residential Inside												
	Monthly Charge	3/4"	$ 25.54	$ 25.54	$ 25.54	$ 25.54	$ 25.54	$ 26.05	$ 26.57	$ 27.10	$ 27.65	$ 28.20	$ 28.76	$ 29.34
		1"	45.90	45.90	45.90	45.90	46.82	47.75	48.71	49.68	50.68	51.69	52.72
		1 1/2"	85.66	85.66	85.66	85.66	87.37	89.12	90.90	92.72	94.58	96.47	98.40
		2"	146.85	146.85	146.85	146.85	149.79	152.78	155.84	158.96	162.13	165.38	168.68
	Volume Rate/1,000 Gal (2,001 to 5,000)		6.37	6.37	6.37	6.37	6.50	6.63	6.76	6.90	7.03	7.17	7.32
	Volume Rate/1,000 Gal (5,001 to 11,000)		7.88	7.88	7.88	7.88	8.04	8.20	8.36	8.53	8.70	8.87	9.05
	Commercial Inside												
	Monthly Charge	3/4"	30.59	30.59	30.59	30.59	31.20	31.83	32.46	33.11	33.77	34.45	35.14
		1"	57.37	57.37	57.37	57.37	58.52	59.69	60.88	62.10	63.34	64.61	65.90
		1 1/2"	107.08	107.08	107.08	107.08	109.22	111.41	113.63	115.91	118.22	120.59	123.00
		2"	183.56	183.56	183.56	183.56	187.23	190.98	194.80	198.69	202.67	206.72	210.85
		4"	458.90	458.90	458.90	458.90	468.08	477.44	486.99	496.73	506.66	516.80	527.13
	Volume Rate/1,000 Gal		6.94	6.94	6.94	6.94	7.08	7.22	7.36	7.51	7.66	7.82	7.97
2.1	**Residential Monthly Charge**												
	5,000 Gallons	Total	$ 44.65	$ 44.65	$ 51.02	$ 57.39	$ 58.54	$ 59.71	$ 60.90	$ 62.12	$ 63.36	$ 64.63	$ 65.92
		Dollar Inc		-	6.37	6.37	1.15	1.17	1.19	1.22	1.24	1.27	1.29
		Percent Inc		0.0%	14.3%	12.5%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
	10,000 Gallons	Total	84.05	84.05	90.42	96.79	98.73	100.70	102.71	104.77	106.86	109.00	111.18
		Dollar Inc		-	6.37	6.37	1.94	1.97	2.01	2.05	2.10	2.14	2.18
		Percent Inc		0.0%	7.6%	7.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
	20,000 Gallons	Total	91.93	91.93	98.30	104.67	106.76	108.90	111.08	113.30	115.56	117.88	120.23
		Dollar Inc		-	6.37	6.37	2.09	2.14	2.18	2.22	2.27	2.31	2.36
		Percent Inc		0.0%	6.9%	6.5%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
	30,000 Gallons	Total	91.93	91.93	98.30	104.67	106.76	108.90	111.08	113.30	115.56	117.88	120.23
		Dollar Inc		-	6.37	6.37	2.09	2.14	2.18	2.22	2.27	2.31	2.36
		Percent Inc		0.0%	6.9%	6.5%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

			Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
2.2	**Commercial Monthly Bill -- 1 1/2" Meter**												
	30,000 Gallons	Total	301.40	301.40	308.34	315.28	321.59	328.02	334.58	341.27	348.09	355.06	362.16
		Dollar Inc		-	6.94	6.94	6.31	6.43	6.56	6.69	6.83	6.96	7.10
		Percent Inc		0.0%	2.3%	2.3%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
	60,000 Gallons	Total	509.60	509.60	516.54	523.48	533.95	544.63	555.52	566.63	577.96	589.52	601.31
		Dollar Inc		-	6.94	6.94	10.47	10.68	10.89	11.11	11.33	11.56	11.79
		Percent Inc		0.0%	1.4%	1.3%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
3	**Total Accounts**												
	Total Accounts			**9,465**	**11,272**	**13,597**	**15,986**	**18,286**	**20,373**	**22,579**	**24,801**	**26,913**	**28,787**
	New Accounts				1,807	2,325	2,388	2,300	2,087	2,206	2,222	2,112	1,875
	Avg. Annual Growth Rate				19.09%	20.63%	17.56%	14.39%	11.41%	10.83%	9.84%	8.52%	6.97%
4	**Annual Wastewater Billing Units**												
WWI1	Residential Inside			676,133,747	660,240,000	794,340,000	932,100,000	1,064,760,000	1,185,060,000	1,312,260,000	1,440,360,000	1,562,100,000	1,670,100,000
WWO1	Residential Outside			166,100	1,008,000	1,848,000	2,688,000	3,528,000	4,368,000	5,208,000	6,048,000	6,888,000	7,728,000
WWI2	Commercial Inside			29,040,641	38,406,667	50,471,837	62,866,302	74,801,912	85,625,476	97,069,842	108,595,183	119,548,306	129,265,221
WWO2	Commercial Outside			52,000	52,000	52,000	52,000	52,000	52,000	52,000	52,000	52,000	52,000
	Total System			**705,392,488**	**699,706,667**	**846,711,837**	**997,706,302**	**1,143,141,912**	**1,275,105,476**	**1,414,589,842**	**1,555,055,183**	**1,688,588,306**	**1,807,145,221**
5	**Revenues and Expenses -- CASH BASIS**												
5.1	**Wastewater Revenues**												
	Wastewater Rate Revenue												
WWI1	Residential Inside			$ 8,220,996	$ 8,820,125	$ 10,611,563	$ 13,864,036	$ 16,153,962	$ 18,338,670	$ 20,713,218	$ 23,189,901	$ 25,652,923	$ 27,975,037
WWO1	Residential Outside			2,325	14,063	25,783	41,856	56,039	70,769	86,066	101,946	118,428	135,527
WWI2	Commercial Inside			388,752	514,130	675,640	888,038	1,077,770	1,258,394	1,455,118	1,660,446	1,864,480	2,056,346
WWO2	Commercial Outside			967	1,092	967	1,107	1,129	1,151	1,174	1,198	1,222	1,246
	Sub-Total			8,613,040	9,349,411	11,313,953	14,795,036	17,288,900	19,668,985	22,255,576	24,953,491	27,637,052	30,168,156
	Adopted Rate Plan			9,363,191	10,243,149	**12,392,602**	14,795,039	17,288,900	19,668,985	22,255,576	24,953,491	27,637,052	30,168,156
	Difference					**(1,078,648)**	**(3)**	-	-	-	-	-	-
						-9.5%							
	Wastewater Cost of Service												
	Cost Center Code												
24	Utility Billing			121,726	125,378	129,140	166,941	171,950	212,752	219,135	263,249	271,146	279,280
21	Water Operations			-	-	-	-	-	-	-	-	-	-
22	Sewer Operations			1,333,144	1,370,815	1,878,513	2,012,989	2,722,873	3,455,180	3,668,500	4,123,278	4,357,858	4,589,903
UTRWD-W	Upper Trinity Regional Water District- Water			-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer			2,989,360	3,186,824	3,688,113	4,192,608	4,713,595	5,230,035	5,797,583	6,401,252	7,019,604	7,627,630
	Total			4,444,230	4,683,017	5,695,766	6,372,539	7,608,418	8,897,968	9,685,218	10,787,778		96,813

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary
Scen: **2022 03 09 Scenario 1 -- Winter Average Phase In**

		Current	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	Budget Code											
1	Personnel Svcs		805,646	829,816	1,185,757	1,255,257	1,640,975	2,081,894	2,144,351	2,434,037	2,507,059	2,582,270
2	Contractual		273,426	280,972	381,002	410,408	540,422	674,490	716,931	804,857	851,432	897,439
3	Materials & Supplies		124,000	126,720	150,560	181,926	265,403	348,311	396,863	448,176	500,106	550,222
4	Operations		152,583	155,939	183,839	221,933	333,542	444,521	506,345	571,686	637,813	701,633
5	Utilities		63,916	66,388	69,046	71,833	74,749	77,794	80,995	84,356	87,877	91,560
6	Administration		35,300	36,359	37,450	38,573	39,730	40,922	42,150	43,415	44,717	46,058
UTRWD-W	Upper Trinity Regional Water District- Water		-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer		2,989,360	3,186,824	3,688,113	4,192,608	4,713,595	5,230,035	5,797,583	6,401,252	7,019,604	7,627,630
	Total		4,444,230	4,683,017	5,695,766	6,372,539	7,608,418	8,897,968	9,685,218	10,787,778	11,648,608	12,496,813
5.2	**Total Operating Expenses**		**4,444,230**	**4,683,017**	**5,695,766**	**6,372,539**	**7,608,418**	**8,897,968**	**9,685,218**	**10,787,778**	**11,648,608**	**12,496,813**
5.3	**Capital Outlays**		**255,865**	**255,865**	**255,865**	**255,865**	**255,865**	**255,865**	**255,865**	**255,865**	**255,865**	**255,865**
5.4	**Transfers**		**295,977**	**356,713**	**435,836**	**520,962**	**607,771**	**692,286**	**785,015**	**883,002**	**982,188**	**1,077,973**
5.5	**Net Revenues for Debt Service and Coverage**		**4,888,753**	**5,325,601**	**6,472,995**	**9,225,696**	**10,350,168**	**11,243,002**	**13,012,800**	**14,518,410**	**16,183,713**	**17,645,004**
	Debt Service											
	Debt Service -- Current		2,295,763	2,961,628	3,289,652	3,293,772	3,162,664	3,169,096	3,164,523	3,165,070	3,163,489	3,153,169
	Debt Service -- Future		-	-	1,757,293	3,514,586	4,686,114	6,736,289	7,907,818	8,493,582	8,786,464	9,079,346
5.6	**Total Debt Service**		**2,295,763**	**2,961,628**	**5,046,945**	**6,808,357**	**7,848,778**	**9,905,385**	**11,072,341**	**11,658,652**	**11,949,953**	**12,232,515**
5.7	**Total Cost of Service**		**7,291,836**	**8,257,224**	**11,434,413**	**13,957,723**	**16,320,832**	**19,751,504**	**21,798,440**	**23,585,297**	**24,836,615**	**26,063,167**
5.8	**Net Revenues for Contingency and Coverage**		**2,592,989**	**2,363,972**	**1,426,050**	**2,417,339**	**2,501,390**	**1,337,617**	**1,940,459**	**2,859,758**	**4,233,760**	**5,412,489**
	Percent of COS		26.2%	22.3%	11.1%	14.8%	13.3%	6.3%	8.2%	10.8%	14.6%	17.2%
	Debt Coverage (5.5/5.6)		**2.13**	**1.80**	**1.28**	**1.36**	**1.32**	**1.14**	**1.18**	**1.25**	**1.35**	**1.44**
	Adopted Rate Plan		**3,343,140**	**3,257,711**	**2,504,698**	**2,417,341**	**2,501,390**	**1,337,617**	**1,940,459**	**2,859,758**	**4,233,760**	**5,412,489**

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Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master

Attachment: 2022 04 29 Celina Water WW Rate Study FINAL with Appendix (Water Rate Study and Master Fee Ordinance Adoption)

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CITY OF CELINA
MASTER FEE CHART

UPDATED May, 2022

Life Connected.

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

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Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	$25
Garage Sale Permit	$10 per event held
Animal control related fee	Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	$10
Code of Ordinances	$100
Comprehensive Plan with Maps	$200
Senior Center	
Deposit	$100
Rental Fee	$50 per day
Special Events	
Special Event Permits	$50
Special Events, Tents	$150 per event

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Library Fees*	
Overdue Books, Audio Books, Music CDs, and Magazines	$0.25 per day
Overdue DVDs	$1 per day
Maximum Fine	Replacement cost of the item documented in the library database record
Replacement Library Card	$1
Damaged Audio/Visual Cases	$3
Lost or Damaged Material	Replacement cost of the item documented in the library database record
Copies and Printing	$0.10 per page
Fax (sending and receiving)	$1 for first page and $0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.	

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Parks & Recreation Fees			
Practice/Tournament			
	Practice (2 hours)	Tournament*	Camp/Clinic/Etc.
Turf Baseball/Softball	$50	$400 (per day)	$10 per participant,as applicable
Baseball/Softball (per field)	$45	$350 (per day)	
Soccer/Football (per field)	$25	$200 (per day)	
Tennis Court (per court)	$20	$40 (per day)	
*Tournament fee includes 1 field setup, typically for the start of the event			
Additional Facility Costs			
Lighting (per field)	$40 per hour		
Game Preparation (baseball/softball)	$30 per field, per setup		
Game Preparation (multiuse fields):	Costs contingent upon dimensions and markings required ($30 minimum)		
Parks and Recreation Staff (per employee)	$40 (hourly)		
• After 11:00 p.m., it is mandatory to have one parks representative on site • At the discretion of the director, more than one parks representative may be required • Repair of damaged facilities to be paid for at actual cost of labor and materials • Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract			
Pavilion (per four (4) hours)			
Less than 50 Attendees	$50		
51-100 Attendees	$75		
More than 100 Attendees	$125		
Downtown Event Center Wedding	$400 (+ $150 security deposit)		

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Development Services Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$350 + $200 each additional review after second
Revised Plan Review	$175
Building Permit Fee	$1.00 per sq. ft. under roof
Certificate of Occupancy (CO)	$75 (temporary CO is $200 each 10 days)
Building Fee	$75 per (plumbing, electrical, mechanical)
T-Pole	$75
Irrigation	$185
Fence	$75
Expired Permits	50% refund on permit fee prior to work beginning
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Skipped Inspection	$100
Paid Same Day Inspection	$100 (before 8 AM)
Reinstatement of expired permit	25% (same plan) or 50% (revised) of original fee
Parkland Dedication Fee	1 acre each 50 lots (or $2 per sq. ft. of land of that acreage or appraisal)
Park Improvement Fee	$1,500 per unit
Building Activity Fee	$500 per building
Technology Fee	$500 if / when applicable
Outdoor Warning Device	$35 per unit (SF) / $10 per unit (MF)
Capital Recovery Fees	If / when applicable
Impact Fees (water, sewer, roadway)	Varies per subdivision – see Impact Fee Chart
Residential Remodels & Additions	
Application	$50
Plan Review	$100 + $100 each additional review after second
Building Permit Fee	$0.65 per sq. ft. under roof ($200 minimum)
Building Fee	$75 per (mechanical, electrical, plumbing)
Re-inspection Fee	$75 per failed inspection after 2nd failed inspection
Work Without Permit	Double the permit fee (2nd offense is 3x cost)

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Residential Building Permits – Mechanical, Electrical, Plumbing	
Building Permit Mechanical	$75
Building Permit Electrical	$75
Building Permit Plumbing	$75
Work Without Permit	Double the permit fee

Residential Miscellaneous Permit	
After Hours Inspection	$80 per hour (4-hour minimum)
Temporary Gas & Electric Inspection	$100
Paid Same Day Inspection	$150 (before 8 AM)
Demolition or Foundation Repair	$50 application + $100 permit
Curb Cut / Driveway / Flatwork	$50 application + $100 permit
Fence	$50 application + $50 permit
Solar Panel / Storm Shelter / Windows	$50 application + $75 review + $100 permit
House Moving	$50 application + $400 permit
Irrigation	$50 application + $185 permit
Irrigation Repair	$50 application + $75 permit
Manufactured Home	$50 application + $100 permit + trades ($75 ea.)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, fire pit, etc.)	$50 application + $75 review + $225 permit per structure
In-Ground Pool	$50 application + $75 review + $225 permit
Above Ground / Spa	$50 application + $100 permit
Temporary Pool	$100
Refund policy	50% of permit fee when no work has been done
Re-inspection Fee	$75 per failed inspection after 2nd failed inspection
Retaining Wall	$50 application + $100 permit
Roof / Roof Repair	$50 application + $100 permit
Simple Grading - Single Lot	$50 application + $ 75 permit
T-Pole	$50
Unauthorized Cover-up Fee	$200
Water Well Drilling	$50 application + $100 permit
Work Without Permit Fee	Double the permit fee
Fourth (or more) Plan Review Fee	$100

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

New Commercial & Multi-Family Dwellings	
Application	$150
Plan Review	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review.
Fourth (or more) Plan Review Fee	$1000 + $1,000 for each additional review round
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Commercial Building Permit Fee	Current ICC sq. ft. construction costs table fee for appropriate construction type – (gross area X sq. ft. construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit Fee	$0.85 per sq. ft. under roof
Re-Inspection Fee	$75 per each inspection after second failed inspection
Building Fee (mechanical, electrical, plumbing)	Square footage of building floor area: a. 1 - 2,500 sq. ft. - $75 b. 2,501 - 5,000 sq. ft. - $125 c. 5,001 - 10,000 sq. ft. - $150 d. over 10,000 sq. ft. - $175
T-Pole	$150
Building Activity Fee	$500 per building
Technology Fee	$50 (per multi-family unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	$250
Temporary CO	$300 every 30 business days (+ $0.10 per sq. ft. after 30 days)
Impact Fees (water, sewer, roadway)	See impact fee chart

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Finish-Out & Miscellaneous Commercial / Multi-Family Permit Fees	
Application	$150
Plan Review	50% of building permit fee for projects valued at $2 million or less, 25% of permit fee for projects valued greater than $2 million, or amount as required by 3rd party review
Fourth (or more) Plan Review Fee	$500
Revised Plan Check Fee	50% of original plan review fee
Revised Plan Review	$175
Commercial Building Permit Fee	$7 per $1,000 in value ($100 minimum)
Multi-Family Building Permit Fee	$0.39 per sq. ft.
Minor Plan Revisions	$500
Building Fee – (M.E.P.)	$5 per $1,000 in value ($75 minimum)
Clean & Show / Meter Release	$75
Demolition	$150 application + $100 permit
Re-Roof	$150 application + $100 permit
Commercial Pool	$150 application + $500 permit + trades
Curb Cut / Driveway / Flatwork	$150 application + $100 permit
Retaining Wall / Screen Wall / Fence	$150 application + $6 per $1,000 valuation ($100 minimum)
T-Pole	$100
Temporary Trailer	$150 application + $200 permit + trades
Temporary Batch Plant	$150 application + $350 permit
Unauthorized Cover-up	$200
Refund Policy	80% permit fee when no work has been done
Re-inspection Fee	$75 per inspection
Work Without Permit Fee	Double the permit fee
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$125
Temporary CO	$200 every 10 business days

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Annual Contractor Registration	
Electrical Contractor	No charge per State law
General Contractor	$100
Irrigator Contractor	$100
Mechanical Contractor	No charge per State law
Plumbing Contractor	No charge per State law
Sign Contractor	$100
ROW Contractor	$100
Utility Franchise Contractor	No charge
Work Without Permit Fee	Double the permit fee & Re-register as Contractor
Signs / Promotional Event Permits	
Wall Sign	$150 application + $50 permit + $75 electrical (if applicable)
Monument Sign	$150 application + $100 permit + $75 electrical (if applicable)
Banners	$50 permit (valid for a 2-week period)
Promotional Event	$50 permit + $50 food (if applicable)

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Site Development Fees (Civil Permit) – Alternative Process	
Application	$150
Plan Review - Private	50% of building permit fee for projects valued at $2 million or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $100 per lot 101 - 200 lots: $90 per lot 201 - 300 lots: $80 per lot Greater than 300 lots: $70 per lot
Fourth (or more) Plan Review	$1,000 each
Landscape / Hardscape Plan	$500
Revised Plan Check Fee	50% of original plan review fee
Civil Permit Fee - Private	$7 per $1,000 in value ($100 minimum)
Civil Permit Fee - Public	3.5% of paving / site utility valuation
Engineering Permit Fees – Alternative Process	
Non-Franchise	$150 application + $75 permit
After-Hour Inspection	$80 per hour (4-hour minimum)
Floodplain Permit	$150 application + 3rd party review fee (if applicable) + 0 – 3 acres: $300 3.01 – 20 acres: $500 20+ acres: $1,000 + $10 per acre
Earthwork / Grading Permit	$150 application +0 – 5 acres: $150 5.1 – 10 acres: $250 10+ acres: $500 + $10 per acre

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Site Development Fees (Civil Permit) – Chapter 212 Process	
Application	$300
Plan Review - Private	100% of building permit fee for projects valued at $2 million dollars or less, 50% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $200 per lot 01 - 200 lots: $180 per lot 201 - 300 lots: $160 per lot Greater than 300 lots: $140 per lot
Fourth (or more) Plan Review	$2,000 each
Landscape / Hardscape Plan Review	$1,000
Revised Plan Check Fee	100% of original plan review fee
Civil Permit Fee – Private	$14 per $1,000 in value ($200 minimum)
Civil Permit Fee – Public	7% of paving / site utility valuation
Engineering Permit Fees – Chapter 212 Process	
Franchise / Utility Companies	No Fee
Non-Franchise	$300 application + $150 permit
After-Hour Inspection	$160 per hour (4-hour minimum)
Floodplain Permit	$300 application + 3rd party review fee (if applicable) + 0 – 3 acres: $600 3.01 – 20 acres: $1,000 20+ acres: $2,000 + $20 per acre
Earthwork / Grading Permit	$300 application +0 – 5 acres: $300 5.1 – 10 acres: $500 10+ acres: $1,000 + $20 per acre

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Planning & Zoning Fees	
Site Plan Review	$750
Minor / Amending / Conveyance Plats	$400
Preliminary / Replat / Final Plats	$500 + $12 per lot
Chapter 212 Plat Process	$1,000 + $24 per lot
Plat Filing Fee	$150
Development Agreement (Minor)	$1,000
Development Agreement	$3,000
Development Agreement (Major)	$8,000
Fourth (or more) Review Fee	$1000 + $1,000 for each additional review round
Annexations / PDs / Zoning Change	$750
Specific Use Permit	$500
Zoning Verification Letter	$150
Variance (BOA) / HPC	$300
Zoning Signage	$350
Alley Abandonment	$300
Downtown Parking (in lieu)	$3,000 per space (up to 50%) *Downtown Code*
Prints of Long-Range Plans	$30
Tree Removal	
Tree Removal Permit	$150 (+ mitigation – see Tree Valuation Schedule)
6” – 10” (DBH)	$600 x (multiplier)
11” – 20” (DBH)	$1,600 x (multiplier)
21” – 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + mitigation costs

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Health Department Annual Permits	
Food Service Establishment	$350
Food Service - Limited Purpose / Private School	$100
Food Service - Non-Profit / Public School	No charge
Food Truck (hot or cold)	$300 (includes fire inspection)
Grocery Store - Major	$600
Grocery Store - Minor	$250
Late Annual Renewal	$100
Re-inspection Fee	$100
Seasonal Food	$150
Temp. Food / Event Vendor	$75 (includes fire inspection)
Other Annual Permits	
Alcohol	Half of the State fee (TABC regulated)
Pool (public or semi-private)	$200
Peddler / Solicitor / Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
Sustainability Registration (multi-family)	$150 + $20 per unit
Sustainability Registration (single-family & duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Fire Department Permit / Inspection Fees	
Application	$150 per permit
3rd Party Plan Review Fees	As applicable
Fire Alarm	1 to 150 devices: $150 Over 150 devices: $300 Additional floors (over one): $50 each
Fire Sprinkler (new commercial or multi-family)	0 to 100,000 sq. ft.- $0.04 per sq. ft. > 100,000 sq. ft.- $0.02 per sq. ft.
Fire Sprinkler (tenant finish-out / remodel)	1 to 150 devices: $150 Over 150 devices: $300 Additional floors (beyond first): $50 each Foam system: + $50
Fire Sprinkler – Single-Family	$150 (+ $50 foam system)
Fire Vertical Release	$150
Fire Pump / Fire Works	$300
Stand Pipe System Underground Fire Main Remote FDC (each) Access Control System (per unit) Gate Access Control (per gate) Hood System (per hood) FM 200 System / Spray Booth Fire Lane Modification / Alteration LPG or Compressed Gases Flammable / Combustible Storage Tank Fire Lane Traffic Control Device Temp. Tent (per structure) or Canopy Structure Battery Systems	$150
Burn Permit	$100 per area
Work Without Permit Fee	Double the permit fee
Annual Re-inspection Failed Fee	$75 per inspection
Red Tag / Failed Inspection / Stop Work Order	$250 (each occurrence)

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Fire Department Permit / Inspection Fees (cont.)	
After Hours Inspection	$80 per hour (4-hour minimum)
Fire Watch Personnel	$50 per hour (4-hour minimum per each fire watch)

Alarm Fees	
Annual, Nonrefundable – New Alarm Permit or Renewal (Residential)	$35
Annual, Nonrefundable – New Alarm Permit or Renewal (Commercial)	$100
• A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. • Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees and fines that are assessed under this article as long as the entity has a valid alarm permit but shall comply with all other requirements of this article.	
To register an alarm and/or read the City Ordinances on Alarm Systems visit https://www.crywolfservices.com/celinatx/	

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Business Related Fees	
Marilee SUD Decertification	$1,750 (per acre) or $2,500 (per meter) (No. 401-01829-00)
Liquid Propane Portable Container Permit (retail)	Display: $150 per display A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection and a permit. If a red tag is issued to the contractor during an inspection, there will be a re-inspection fee of up to $250 for each re-inspection.

Utility Rates & Charges

Water Deposits	
Residential	$200 per each living unit
Business – Fewer Than 5 Employees	$150
Business – 5 Employees or More	$200
Cleaners / Laundromats	$250
Grocery Store - Minor	$250
All Two-Inch Meters	$250, plus $100 for each inch over 2”

Water Rates

Residential

Inside City (W1 Residential) – Monthly Minimum Charge

	Effective Jun-22	Effective Jun-23	Effective Jan-24
3/4"	$24.56	$24.56	$30.04
1"	$41.30	$41.30	$42.54
1-1/2"	$82.61	$82.61	$85.09
2"	$132.18	$132.18	$136.15

Inside City (W1 Residential) – Volume Rate/1,000 Gal

	Effective Jun-22	Effective Jun-23	Effective Jan-24
2,001–10,000	$5.37	$5.37	$5.53
10,001–20,000	$8.13	$8.13	$8.37
20,001–30,000	$9.57	$9.57	$9.86
30,001 & Above	$13.81	$13.81	$14.22

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Outside City (W2 Residential Outside) – Monthly Minimum Charge			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
3/4"	$36.84	$36.84	$45.06
1"	$61.95	$61.95	$63.81
1-1/2"	$123.92	$123.92	$127.63
2"	$198.27	$198.27	$204.22
Outside City (W2 Residential Outside) – Volume Rate/1,000 Gal			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
2,001–10,000	$8.05	$8.05	$8.30
10,001–20,000	$12.19	$12.19	$12.56
20,001–30,000	$14.35	$14.35	$14.79
30,001 & Above	$20.72	$20.72	$21.34
Commercial			
Inside City (W3 Commercial) – Monthly Minimum Charge			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
3/4"	$29.50	$29.50	$36.65
1"	$51.63	$51.63	$53.18
1-1/2"	$103.27	$103.27	$106.37
2"	$165.22	$165.22	$170.18
3"	$247.83	$247.83	$255.26
4"	$413.05	$413.05	$425.44

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Inside City (W3 Commercial) – Volume Rate/1,000 Gal			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
2,001–10,000	$5.37	$5.37	$5.53
10,001–20,000	$8.13	$8.13	$8.37
20,001–30,000	$9.57	$9.57	$9.86
30,001 & Above	$13.81	$13.81	$14.22
Outside City (W4 Commercial Outside) – Monthly Minimum Payment			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
3/4"	$44.26	$44.26	$54.98
1"	$77.45	$77.45	$79.77
1-1/2"	$154.90	$154.90	$159.55
2"	$247.84	$247.84	$255.26
3"	$371.74	$371.74	$382.90
4"	$619.58	$619.58	$638.16
Outside City (W4 Commercial Outside) – Volume Rate/1,000 Gal			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
2,001–10,000	$8.05	$8.05	$8.30
10,001–20,000	$12.19	$12.19	$12.56
20,001–30,000	$14.35	$14.35	$14.79
30,001 & Above	$20.72	$20.72	$21.34

Temporary water service: Temporary water service may be established at a residential structure for cleaning at the rate of $15.00 per day.

Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. Anyone caught obtaining water without permission will be charged with a criminal offense.

New Home Builder Service: New homes that are under construction will be charged at monthly fee of $100.00 per month during construction in lieu of standard billing rates. After aCertificate of Occupancy is issued on a new home, the City's standard rate structure will apply.

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Wastewater Monthly Rates and Charges			
Residential			
Inside City – Monthly Minimum Charge			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
3/4"	$25.54	$25.54	$26.05
1"	$45.90	$45.90	$46.82
11/2"	$85.66	$85.66	$87.37
2"	$146.85	$146.85	$149.79
Inside City – Volume Rate/1,000 Gal			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
Minimum - 5,000	$6.37	$6.37	$6.50
5,001 - Above	$7.88	$7.88	$8.04
Gallon Allowance	1,000	0	0
Outside City – Monthly Minimum Charge			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
3/4"	$38.32	$38.32	$39.08
1"	$68.84	$68.84	$70.23
11/2"	$128.49	$128.49	$131.06
2"	$220.27	$220.27	$224.68
Outside City – Volume Rate/1,000 Gal			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
Minimum - 5,000	$9.55	$9.55	$9.75
5,001 - Above	$11.82	$11.82	$12.06
Gallon Allowance	1,000	0	0

Commercial			
Inside City – Monthly Minimum Charge			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
3/4"	$30.59	$30.59	$31.20
1"	$57.37	$57.37	$58.52
11/2"	$107.08	$107.08	$109.22
2"	$183.56	$183.56	$187.23
4"	$458.90	$458.90	$468.08
Inside City – Volume Rate/1,000 Gal			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
2,001 & Above	$6.94	$6.94	$7.08

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Outside City – Monthly Minimum Charge			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
3/4"	$45.89	$45.89	$46.80
1"	$86.06	$86.06	$87.78
11/2"	$160.63	$160.63	$163.83
2"	$275.34	$275.34	$280.85
4"	$688.36	$688.36	$702.12
Outside City – Volume Rate/1,000 Gal			
	Effective Jun-22	Effective Jun-23	Effective Jan-24
2,001 & Above	$10.41	$10.41	$10.62

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Garbage Collection (Residential / Senior Citizen) + 8.25% sales tax		
Effective	11/18/2021	11/18/2022
Trash	$15.10 / $14.05	$16.30 / $15.40
Recycling	$3.50 / $3.50	$3.65 / $3.65
Extra Cart	$9.25	$9.75

Garbage Collection (Mustang SUD Customers) + 8.25% sales tax		
Effective	11/18/2021	11/18/2022
Trash	$15.10	$16.30
Recycling	$3.50	$3.65
Extra Cart	$9.25	$9.75

Commercial Rate Schedule				
Size/Frequency	1 Lift Per Week	2 Lifts Per Week	3 Lifts Per Week	Extra Lift
2 Cubic Yd	$84.65	$173.30	$233.60	$60.08
3 Cubic Yd	$118.13	$262.26	$326.03	$70.08
4 Cubic Yd	$156.54	$315.02	$432.07	$80.08
6 Cubic Yd	$175.98	$351.26	$485.71	$110.11
8 Cubic Yd	$215.09	$387.13	$594.07	$120.11

Container with Gates	$6.00
Containers with Casters	$12.00
Containers with Locks	$11.70

Roll off Rate Schedule (20, 30, 40 Cubic Yard) Per Ton	
Haul	$478.14
Delivery	$125.84
Daily Rent	$5.04
Disposal	$46.63

Water & Sewer Service Charges	
Disconnect/Reconnect Fee	$50 ($75 if beyond the City's normal business hours)
Transfer Fee	$25
Trip Fee	$15 ($30 if beyond the City's normal business hours)
Re-Read	$20
Profile History	$25 plus $0.10 per page
Temporary Disconnect/Reconnect	$25
Meter Test	$150
Tamper Fee	$500
Returned Check Fee	$25

Meter Fees	
¾"	$370 (existing meters only)
1"	$475 (minimum meter size)

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

1 ½”	$1,000
2”	$1,470
Fire Hydrant Meter Deposit	$2050 (+ $50 monthly administrative fee)
Meter Change Out (Customer Request)	Current cost of the meter plus labor & materials.

Re-inspection Fees	
First	$100
Second	$150
Third	$200

Water/Wastewater Connection Fees	
Water	
1” Tap	$2,175
1 ½” Tap	$2,475
2” Tap	$2,475
Boring Fee	$1,000

- All taps and meters greater than two inches will need to be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. Contractors will purchase meters greater than 2” directly from the City’s current meter vendor.
- Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

Sewer	
4” Tap	$1,500
Boring Fee	$1,000

- All taps greater than four inches will need to be installed by the contractor.
- Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring, manholes and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.

<u>Pro-Rata Charges</u>

The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.

<u>Impact Fees</u>

Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Repair Fees Repair to a city-owned infrastructure, including meters/components, will be charged to the party responsible for the damage or disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor, and repair to streets and easements.
Review Fees for Permits – Individual wastewater discharge permit A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars ($7,500). No permit will be issued until this fee is paid by the applicant.

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Municipal Drainage Utility System Fees

The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursuant to the act.

Impervious Area; Fee Assessed

- Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property.
- The drainage utility fee, payable monthly, shall be established with respect to all property within the according to the following schedule:

Single-Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sq. ft. IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sq. ft. IA)	$7.90
Tier 3 (largest 20%, > 6,400 sq. ft. IA)	$13.25
Non Single-Family Residential	
Monthly Rate per ERU	$7.75

*ERU (Equivalent Residential Unit) = 5,000 sq. ft. impervious area.

A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.

Impervious Exemptions

- Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;
- A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;
- Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system;
    - State property;
    - City property;
    - County property;
    - School district property;
    - Tax-exempt religious institution property; and Public or private institutions of higher education property.

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

Right-of-Way Management Fees

Streets, sidewalks and other public places, right-of-way management:	
Permit Application Fee	$100
Expedited Application Fee	$250
Saturday Inspection Fee; each Saturday	$200
Permit Expiration Fee; each permit for incomplete work on expiration date if not extended	$30
Electronic Maps Submittal Fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2-hour minimum)	$80
Registration (per right-of-way user per year)	$50
Inspection Fee	$1/LF or $150/day of anticipated construction time, whichever is greater
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)	$500 (1–5 network notes)
	$500 (1–5 network notes)
	$1,000 per pole
Small Cell User Fees (this penalty shall not exceed and is capped by statutory	$250 annually for each network node
	$20 per year for city pole attachment

Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-10 days	>100 days
Sidewalk	Per sq. ft.	$0.0026	$0.0052	$0.0078	$0.0104
Driveway	Per each	$39	$78	$117	$156

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

MASTER FEE CHART

EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350
Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	$200

Attachment: Live Draft Fee Chart 5.2.2022 Accept Changes (Water Rate Study and Master Fee Ordinance Adoption)

CITY OF CELINA, TEXAS

ORDINANCE 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S MASTER FEE CHART (APPENDIX A); 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 PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; ANDPROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council 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, the City Council is empowered to recover costs through the collection of various fees;

WHEREAS, it is in the best interest of the public health, safety, and welfare that the City's fee schedule be revised.

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: Master Fee Ordinance (Water Rate Study and Master Fee Ordinance Adoption)

SECTION 3
AMENDMENTS

3.01 That the City of Celina Code of Ordinances, Appendix A: Master Fee Chart, is hereby amended by way of replacement to read as contained in the attached Exhibit A.

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

SECTION 4
CUMULATIVE REPEALER CLAUSE

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

SECTION 5
SAVINGS CLAUSE

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

SECTION 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

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. Any person, firm or corporation

Attachment: Master Fee Ordinance (Water Rate Study and Master Fee Ordinance Adoption)

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.

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of May, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary

[SEAL]

Attachment: Master Fee Ordinance (Water Rate Study and Master Fee Ordinance Adoption)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Linda Majeed, City Engineer
CC:	Andy Glasgow, Director of Engineering
Date:	May 10, 2022
Re:	Release of Sanitary Sewer Easement- Light Farms- Hazel 4

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

Background Information:

By that certain instrument dated the 12th day of April 2016, recorded document number 20160412000433900, recorded in the Official Public Records of Collin County, Texas, the city of Celina, Texas was granted the easement and right to grade, alter the slope and construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain sanitary sewer lines. With the construction of the Hazel 4, the easement is being incorporated in the new Right of Way dedicated for Hollyhock Drive hence City of Celina has determined that there is no longer the need for the easement and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit “A”

Notification:
N/A

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

Supporting Documents:
- Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2022- ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, VACATING AND ABANDONING A PERMANENT WASTE WATER EASEMENT SITUATED ON A 0.0192 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 734, COLLIN COUNTY, TEXAS; SAID TRACT BEING PART OF A TRACT OF LAND DESCRIBED IN INSTRUMENT AS TRACT A TO LFC LAND COMPANY, LLC AS RECORDED UNDER DOCUMENT NO. 20120423000464780 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO SIGN A RELAEASE OF EASEMENT; AUTHORIZING THE CITY SECRETARY TO FILE THE RELEASE OF EASEMENT.

WHEREAS, by that certain Instrument Number 20160412000433900 , dated the 12th day of April, 2016, recorded in the Official Public Records of Collin County, Texas, the City of Celina, Texas was granted the easement and right to grade, alter the slope, and construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain sanitary sewer pipes, lines and related facilities, together with all incidental improvements in, upon and across that certain tract of real property owned by LFC Land Company, LLC. and located in Collin County, Texas, as more particularly described and depicted as the "15" Sanitary Sewer Easement on Exhibit "A", the grantors of such easement being LFC Land Company, LLC; and

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

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

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

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

SECTION 1

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

SECTION 2

The Mayor of the City of Celina is hereby authorized and empowered to execute, on behalf

Attachment: Hazel IV Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Hazel 4)

of the City, a release easement releasing title to the owners to the Property, all claims to title, ownership or control of the Original Easement described in Section 1 of this Ordinance.

SECTION 3

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

SECTION 4

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

SECTION 5

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

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this _10th_ day of May 2022.

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

CITY OF CELINA:

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

Attachment: Hazel IV Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Hazel 4)

EXHIBIT "A"

Attachment: Hazel IV Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Hazel 4)

BASIS OF BEARING:
THE BEARINGS SHOWN ARE N.A.D. 83, BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL TEXAS ZONE (4202).

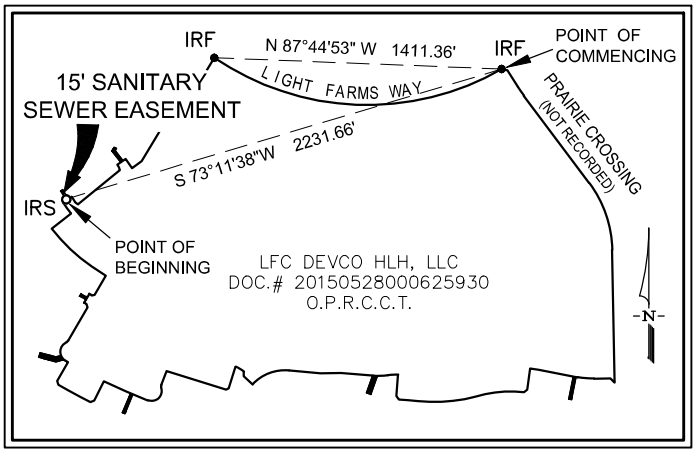
-N-

LEGEND

IRS ○ 5/8" IRON ROD SET WITH CAP STAMPED "HUITT-ZOLLARS" UNLESS NOTED OTHERWISE

IRF ● 5/8" IRON ROD FOUND WITH CAP STAMPED "HUITT-ZOLLARS" UNLESS NOTED OTHERWIS

30 0 30 60
GRAPHIC SCALE IN FEET
SCALE 1"=60'



SITE MAP
N.T.S.

LFC LAND COMPANY, LLC
DOC.# 20120423000464780
L.R.C.C.T.

15' SANITARY SEWER EASEMENT
838 SQUARE FEET OR 0.0192 ACRES

N 61°07'15" E
15.00'

Δ=4°16'03"
R=742.50'
L=55.30'
CB=S31°00'47"E
CH=55.29'

IRS
IRS
IRS
IRS

S 73°11'38"W 2231.66'

Δ=4°16'03"
R=757.50
L=56.42'
CB=N31°00'47"W
CH=56.41'

S 56°51'12" W
15.00'

POINT OF BEGINNING

LIGHT FARMS WAY
(100' WIDE RIGHT-OF-WAY)
DOC.#2009-422
P.R.C.C.T.

IRF

POINT OF COMMENCING

PRAIRIE CROSSING
(NOT RECORDED)

ALLEY A

C
3
FUTURE
HAZEL NEIGHBORHOOD
4

LFC DEVCO HLH, LLC
DOC.# 20150528000625930
O.P.R.C.C.T.

HOLLYHOCK DRIVE

HARTLINE HILLS

5
4
3

JOHN RAGSDALE SURVEY
ABSTRACT No. 734

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

EXHIBIT

15' SANITARY SEWER EASEMENT
JOHN RAGSDALE SURVEY
ABSTRACT No. 734
COLLIN COUNTY, TEXAS

OWNER: LFC LAND COMPANY, LLC		
	ACRES	SQ. FEET
EASEMENT AREA:	0.0192	838
DATE: JAN. 13, 2016	PAGE 1 OF 3	

Attachment: Hazel IV Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Hazel 4)

LIGHT FARMS PHASE 5 – OFFSITE EASEMENTS
15' SANITARY EASEMENT

BEING a tract of land in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and being a portion of Tract A as described in instrument to LFC Land Company, LLC as recorded in Document No. 20120423000464780 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for the northeast corner of an 80.10 acre tract of land as described in instrument to LFC DEVCO HLH, LLC as recorded in Document No. 20150528000625930, O.P.R.C.C.T., and being the northwest corner of a corner clip at the intersection of the south right of way line of Light Farms Way (100 foot wide right of way) recorded in Document No. 2009-422 of the Plat Records of Collin County, Texas and the unrecorded westerly right of way line of Prairie Crossing (70 foot wide right of way), from which a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" in the south line of said Light Farms Way and being the northwest corner of the DEVCO HLH tract, bears North 87 degrees 44 minutes 53 seconds West, a distance of 1411.36 feet.

THENCE, South 73 degrees 11 minutes 38 seconds West, over and across said DEVCO HLH tract, a distance of 2231.66 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the westerly line of the DEVCO HLH tract for the **POINT OF BEGINNING,** and being the beginning of a non-tangent curve to the right having a central angle of 04 degrees 16 minutes 03 seconds, a radius of 757.50 feet, subtended by a 56.41 foot chord which bears North 31 degrees 00 minutes 47 seconds West;

THENCE, departing the westerly line of the DEVCO HLH tract, and along said curve to the right an arc distance of 56.42 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 61 degrees 07 minutes 15 seconds East, a distance of 15.00 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 04 degrees 16 minutes 03 seconds, a radius of 742.50 feet, subtended by a 55.29 foot chord which bears South 31 degrees 00 minutes 47 seconds East;

THENCE, along said curve to the left an arc distance of 55.30 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the westerly line of the DEVCO HLH tract;

THENCE, South 56 degrees 51 minutes 12 seconds West, along the westerly line of the DEVCO HLH tract, a distance of 15.00 feet to the **POINT OF BEGINNING** and **CONTAINING** 0.0192 Acres or 838 Square feet of land, more or less.

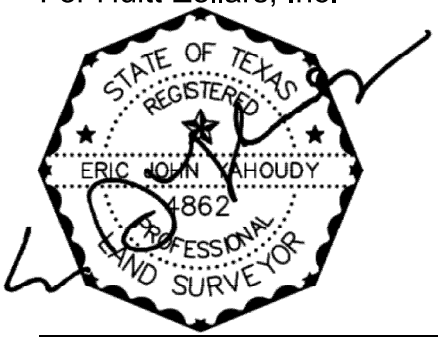
THE BEARINGS SHOWN ARE N.A.D. 83, BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL TEXAS ZONE (4202).

Attachment: Hazel IV Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Hazel 4)

LIGHT FARMS PHASE 5 – OFFSITE EASEMENTS

15' SANITARY EASEMENT

For Huitt-Zollars, Inc.



Eric J. Yahoudy
Registered Professional Land Surveyor
Texas Registration No. 4862
Huitt-Zollars, Inc.
Firm Registration No. 10025600
1717 McKinney Ave.
Suite1400
Dallas, Texas 75202-1236
Tele. 214-871-3311

Certification Date: January 13, 2016

Attachment: Hazel IV Sanitary Sewer Easement Abandonment (Release of Sanitary Sewer Easement- Light Farms- Hazel 4)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: May 10, 2022
Re: Downtown Patio Project, GMP

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

Background Information:
On February 8, 2022 Council authorized an agreement with AUI for pre-construction services for the Downtown Patio Project. AUI presented the GMP to staff for review and is requesting authorization to begin construction on the project. The contract and GMP Amendment are attached.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract documents have been previously reviewed and approved.

Supporting Documents:
Agreement
Amendment 1

Staff Recommendation:
Authorize GMP for RFQ 2022-0119

CITY OF CELINA

CONSTRUCTION MANAGER AT RISK AGREEMENT

This Agreement is made by and between the **City of Celina, Texas,** a home rule municipality (Owner) and **AUI Partners, LLC** ("Contractor" or "Construction Manager"), to provide construction services to the City of Celina, Texas. This Agreement is effective on **May 10, 2022**, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain professional construction and construction manager services from Contractor for the **Downtown Patio Project, Bid # 2022-0119** project ("Project"); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. The Standard General Conditions of the Construction Contract, EJCDC C-700, 2018 ed.;
3. Supplementary Conditions to EJCDC C-700, Standard General Conditions of the Construction Contract;
4. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
5. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
6. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project;
7. Other documents that form part of the Contract Documents:
    a. Contractor's Qualification Statement;
    b. Advertisement for Bids;
    c. Instruction to Bidders;
    d. Bid form;
    e. Contractor's Response to RFP; and
8. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above. In the case of inconsistency between the documents that is not resolved by the order in which they are listed above, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation. Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise

Attachment: Agreement - CMAR Downtown Patio Project (Downtown Patio Project CMAR GMP)

ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Contractor agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

Contact Name & Address

1. Contractor's Representative:

Contact:
Address:
Phone #:
Email:

2. Owner's Representative:

Andy Glasgow
142 N. Ohio | Celina, TX 75009
972-382-2686 x 1081
Contracts@celina-tx.gov

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior written notice to the other party. Additionally, the roles and responsibilities of the following individuals shall not be materially changed during the project duration, provided that their employment with the Contractor continues, and any such proposed change in the following personnel must have prior written approval by the Owner:

_____ Project Executive providing a minimum of ____ % time commitment to the Project(s).

_____ Project Manager providing a minimum of ____ % time commitment to the Project(s).

_____ Project Superintendent providing a minimum of ____ % time commitment to the Project(s).

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform such services as necessary for the Project including but not limited to the tasks enumerated in the Contract Documents.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

Attachment: Agreement - CMAR Downtown Patio Project (Downtown Patio Project CMAR GMP)

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement, or fail to diligently provide construction manager at risk construction services as specified in the Contract Documents, in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under this Agreement. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "confidential information" means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term "confidential information" shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES

Attachment: Agreement - CMAR Downtown Patio Project (Downtown Patio Project CMAR GMP)

OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.

E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' prior written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' prior written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Attachment: Agreement - CMAR Downtown Patio Project (Downtown Patio Project CMAR GMP)

D. The Owner may terminate this Agreement upon not less than thirty (30) days' prior written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Contract Price.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement insurance as listed in Exhibit 1. The Contractor shall furnish to the Owner certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable requirements as listed in Exhibit 1.

Attachment: Agreement - CMAR Downtown Patio Project (Downtown Patio Project CMAR GMP)

ARTICLE 10. MISCELLANEOUS

A. Choice of Law

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Collin County, Texas.

B. Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision 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.

C. Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner: City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009

If to Contractor:

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

D. Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

E. Retainage

As is set forth in the Contract Documents, retainage shall be withheld and may be paid to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage

Attachment: Agreement - CMAR Downtown Patio Project (Downtown Patio Project CMAR GMP)

not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment. This Subsection E shall comply with and shall be construed in accordance with S.B. 692 enacted by the 87th Texas Legislature in 2021.

F. No Respondeat Superior

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

G. Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

H. Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

I. Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

J. No Third-Party Beneficiary Created

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

K. Signatures

The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement below:

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	_____
Jason Laumer, City Manager	Signature
Date: _____	_____
	Printed Name & Title
	Date: _____

Attachment: Agreement - CMAR Downtown Patio Project (Downtown Patio Project CMAR GMP)

AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 1 - GMP

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **AUI Partners, LLC** (hereinafter referred to as the "Contractor or Construction Manager") for **Downtown Patio Project, 2022-0119**, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

AGREEMENT

Amendment 1 modifies the original agreement to establish a Guaranteed Maximum Price (GMP).

1. The contract amount guaranteed not to exceed: $2,188,790.00
2. The itemized statement is attached.
3. The amount may only be modified through written change order

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

By signing below, you agree to the amendment of the original contract with the above terms. All other original terms and conditions remain the same.

CITY OF CELINA	CONTRACTOR
_____	_____
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Attachment: Amendment 1 GMP and GMP Proposal (Downtown Patio Project CMAR GMP)

13600 Heritage Pkwy – Suite 150, Fort Worth, Texas 76177
P 817.926.4377 **F** 817.926.6416

April 25, 2022

City of Celina
Celina Alley Plaza
Guaranteed Maximum Price
Proposal

We are pleased to offer the following Guaranteed Maximum Price proposal for the City of Celina Alley Plaza project:

Item		Quantity	Unit	Total
Fees & Owner Contingency				
Material Testing	By Owner	1.00	ls	0
Impact Fees	By Owner	1.00	ls	0
Building Permit	By Owner	1.00	ls	0
Contingency		1.00	ls	75,000
Site Prep/Subgrade				
Demolition		1.00	ls	34,675
- Paving, Ramps, Sidewalks, Etc				
- Fence				
- Gravel				
- Existing Utilities				
SWPPP/Erosion Control		1.00	ls	7,500
- construction entrance				
- filter dikes				
- inlet protection				
Site Grading		1.00	ls	22,500
Underground Utilities				
Water		1.00	ls	367,750
- 8 inch, 4 inch, 1 inch pipe				
- Steel Casing & Bore				
- Remove & Replace Paving				
- Domestic & Irrigation Service				
Sanitary Sewer		1.00	ls	189,645
- 8 inch & 6 inch				

Attachment: Amendment 1 GMP and GMP Proposal (Downtown Patio Project CMAR GMP)

- Manholes			
Storm Drainage	1.00	ls	177,005
- RCP & PVC			
- Inlets			
- Roof Drain Connections			
Electrical Service	1.00	ls	189,472
- Conduits to Transformer			
- Bore & Steel Casing			
- Remove & Replace Paving			
- Conduits to Meter Centers			
Sitework			
Landscaping/Irrigation	1.00	ls	115,966
- trees, plantings, shrubs			
- soil amendments			
- steel edging, mulch, planter boxes			
- decomposed gravel			
- boulders			
- turf			
- irrigation system			
Concrete Pavers	1.00	ls	19,943
Fence, Gates, Railings	1.00	ls	148,060
- wood screen fence			
- vehicle & pedestrian gates			
- pedestrian railings			
- dumpster gates w/City logo			
Site Furnishings	1.00	ls	3,628
Concrete	1.00	ls	255,820
- 6 inch & 7 inch paving			
- curbs & stub walls			
- paver & turf sub base paving			
- dumpster foundations			
- canopy foundations			
Masonry	1.00	ls	51,542
- dumpster enclosures			
- stub wall veneer			
Canopies	1.00	ls	207,167
- Tender's Canopy			
- Lucy's Canopy			

Attachment: Amendment 1 GMP and GMP Proposal (Downtown Patio Project CMAR GMP)

Electrical - fixtures - tree & canopy uplighting - canopy fans - exterior outlets	1.00	ls	107,328

SUBTOTAL	1,973,001
General Conditions	112,500
Insurance (0.95%)	19,937
Overhead & Fee (2.75%)	58,215
Bond (1.16%)	25,137
TOTAL	**2,188,790**

Voluntary Alternates:

1	Aluminum Feeders in lieu of Copper from Transformer	($28,000)
2	Ornamental Iron Fence in lieu of Wood Screen Fence	($42,367)
3	Vinyl Coated Chain Link in lieu of Wood Screen Fence	($82,655)
4	Alternate Canopy Manufacturer	TBD
5	Delete Canopies from Project	($222,596)

Qualifications:

1. Pricing is based on drawings & specifications titled Celina Alley Plaza dated 2/4/2022 prepared by Kimley Horn
2. Owner's Contingency in the amount of $75,000 is included in the base bid to be used at the owner's discretion. Any funds not used will be refunded 100% to the owner upon completion of the project.
3. Payment and Performance Bonds are included.
4. Current canopy lead time is approx. 10 months from date of order.

Exclusions:

1. Permit fees and impact fees of any kind.
2. Franchise utility fees of any kind.

Attachment: Amendment 1 GMP and GMP Proposal (Downtown Patio Project CMAR GMP)

3. Material Testing (to be by owner).
4. Exterior Building Signage
5. Rock excavation and trenching.
6. Removal of hazardous or contaminated materials, asbestos, buried trash or debris.
7. Relocation of existing underground utilities other than shown on contract documents.
8. Unforeseen conditions.
9. TxDOT work/requirements.
10. Sales Tax.

Please let me know if you have any questions.

Sincerely,
Dustin Stiffler
Dustin Stiffler
President

Attachment: Amendment 1 GMP and GMP Proposal (Downtown Patio Project CMAR GMP)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Andy Glasgow, Director of Engineering
Date: May 10, 2022
Re: RFP 2022-0125 CMAR Senior Center

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

Background Information:
On 02/18/2022, the City received responses to bid 2022-0125 for CMAR for the Senior Center. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred and seventy four vendors were notified. Three responses were received.

The submittals were reviewed by a committee from various departments. Procurement evaluated the financial aspects of the solicitation. The committee reviewed each firms experience and qualifications of the proposed team.

Staff is requesting authorization to contract with Hill & Wilkinson (H&W) for pre-construction services. H&W will work with the architect and staff during the design of the Senior Center. Once the design is complete, staff will present the construction contract and guaranteed maximum price (GMP).

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Tab Sheet
Agreement

Staff Recommendation:

Award Bid # 2022-0125

CITY OF CELINA

CONSTRUCTION MANAGER AT RISK AGREEMENT

This Agreement is made by and between the **City of Celina, Texas,** a home rule municipality (Owner) and **Hill & Wilkinson General Contractors** ("Contractor" or "Construction Manager"), to provide construction services to the City of Celina, Texas. This Agreement shall become effective when approved by City Council and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain professional construction and construction manager services from Contractor for the **Downtown Senior Center Construction** project ("Project"); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. The Standard General Conditions of the Construction Contract, EJCDC C-700, 2018 ed.;
3. Supplementary Conditions to EJCDC C-700, Standard General Conditions of the Construction Contract;
4. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
5. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
6. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project;
7. Other documents that form part of the Contract Documents:
    a. Contractor's Qualification Statement;
    b. Advertisement for Bids;
    c. Specifications;
    d. Contractor's Response to RFP 2022-0125; and
8. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above. In the case of inconsistency between the documents that is not resolved by the order in which they are listed above, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation. Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise

Attachment: 2022-0125 CMAR Partially Executed Agreement (CMAR Service for Senior Center)

ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Contractor agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

Contact Name & Address

1. **Contractor's Representative:**

   Contact: Matt Shem, Executive Vice President
   Address: 2703 Telecom Parkway, Suite 120, Richardson, TX 75082
   Phone #: Office: (214) 299-4327 Cell: (214) 662-2541
   Email: mshem@hill-wilkinson.com

2. **Owner's Representative:**

   Andy Glasgow
   142 N. Ohio | Celina, TX 75009
   972-382-2686 x 1085
   Contracts@celina-tx.gov

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior written notice to the other party. Additionally, the roles and responsibilities of the following individuals shall not be materially changed during the project duration, provided that their employment with the Contractor continues, and any such proposed change in the following personnel must have prior written approval by the Owner:

Matt Shem Project Executive providing a minimum of 10 % time commitment to the Project(s).

Robert Brown Project Manager providing a minimum of 33 % time commitment to the Project(s).

To be Determined Project Superintendent providing a minimum of 100 % time commitment to the Project(s).

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform such services as necessary for the Project including but not limited to the tasks enumerated in the Contract Documents.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

Attachment: 2022-0125 CMAR Partially Executed Agreement (CMAR Service for Senior Center)

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement, or fail to diligently provide construction manager at risk construction services as specified in the Contract Documents, in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under this Agreement. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "confidential information" means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term "confidential information" shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES

Attachment: 2022-0125 CMAR Partially Executed Agreement (CMAR Service for Senior Center)

OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.

E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' prior written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' prior written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Attachment: 2022-0125 CMAR Partially Executed Agreement (CMAR Service for Senior Center)

D. The Owner may terminate this Agreement upon not less than thirty (30) days' prior written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Contract Price.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement insurance as listed in Exhibit 1. The Contractor shall furnish to the Owner certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable requirements as listed in Exhibit 1.

Attachment: 2022-0125 CMAR Partially Executed Agreement (CMAR Service for Senior Center)

ARTICLE 10. MISCELLANEOUS

A. Choice of Law

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Collin County, Texas.

B. Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision 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.

C. Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner:
City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009

If to Contractor:
Matt Shem, Executive Vice President
Hill & Wilkinson General Contractors
2703 Telecom Parkway, Suite 120
Richardson, TX 75082

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

D. Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

E. Retainage

As is set forth in the Contract Documents, retainage shall be withheld and may be paid to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as

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part of the final payment. This Subsection E shall comply with and shall be construed in accordance with S.B. 692 enacted by the 87th Texas Legislature in 2021.

F. No Respondeat Superior

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

G. Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

H. Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

I. Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

J. No Third-Party Beneficiary Created

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

K. Signatures

The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement below:

CITY OF CELINA, TEXAS

_____

Jason Laumer, City Manager

Date: _____

CONTRACTOR.

HILL & WILKINSON CONSTRUCTION GROUP, LTD.
DBA HILL & WILKINSON GENERAL CONTRACTORS

_____

Signature

Mike Oswald, COO

Printed Name & Title

Date: April 19, 2022

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
10. *Claim*

    a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

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b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

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23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

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36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface

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structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

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C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

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C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

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2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

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3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any

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conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an

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adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish,

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and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information

5.04 Differing Subsurface or Physical Conditions

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A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
   a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

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b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on

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the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

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3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of

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the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of

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or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the

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Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

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5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other

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special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or

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entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

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4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

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b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a

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Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

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7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners,

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employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or

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negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

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b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply

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with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

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b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

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6. The issuance of a notice of acceptability by Engineer;
7. The end of the correction period established in Paragraph 15.08;
8. Any inspection, test, or approval by others; or
9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other

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Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute

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an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

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2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

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9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result

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of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations

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applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances;

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Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

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11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of

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the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that

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Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The

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responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on

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other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
    b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
        1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
        2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent

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Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

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E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

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14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all

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costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review

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of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work;

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action.

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The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

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F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

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c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

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B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

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F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners,

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employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Liquidated Damages

A. Liquidated damages will be applied as follows:

Amount of Contract	Amount of Liquidated Damages
Less than $500,000	$500 per day
$500,000 to $1,000,000	$1,000 per day
$1,000,000 to $5,000,000	$2,000 per day
Greater than $5,000,000	$3,500 per day

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Supplementary Conditions to EJCDC C-700
Standard General Conditions of the Construction Contract

These Supplementary General Conditions ("SGC") amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SGC-1.01. Defined Terms. The terms used in these Supplementary General Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

Delete the definition of "Resident Project Representative" and replace with the following:

33. Resident Project Representative - The authorized representative of the ENGINEER or OWNER, who is assigned the task of observing the performance of the work on a daily basis.

SGC-3.03.A. Reporting and Resolving Discrepancies. Delete subsection 3 in its entirety.

SGC-4.03.A. Reference Points. Add the following language at the end of the third sentence of subparagraph 4.03.A :

"The furnishing of the reference points does not relieve the Contractor of the responsibility of checking to ensure that the Work is constructed to the lines and grades shown on the plans. Should any of the reference points be removed or otherwise disturbed through carelessness of the Contractor, the reference points will be replaced at the expense of the Contractor."

SGC-4.05.A. Delays in Contractor's Progress. Replace "shall" with "may" in the second line.

SGC-4.05.C. Delays in Contractor's Progress. Replace "shall" with "may" in the third line.

SGC-5.01. Availability of Lands. Add the following subparagraph D to paragraph 5.01:

"D It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area prior to the initiation of the Work."

SGC-5.02.A and **B. Use of Site and Other Areas.** In order to ensure the effectiveness of the indemnity language in subsection A.2(c), said subparagraph is repeated in appropriate form as follows:

"**A.2(c). TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ANY SUCH CLAIM, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND**

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OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER, ENGINEER, OR ANY OTHER PARTY INDEMNIFIED HEREUNDER TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY, OR BASED UPON, CONTRACTOR'S PERFORMANCE OF THE WORK, OR BECAUSE OF OTHER ACTIONS OR CONDUCT OF THE CONTRACTOR OR THOSE FOR WHICH CONTRACTOR IS RESPONSIBLE."

Add the following text at the end of the last sentence of subparagraph B:

B. "… All waste material removed from the Project site or right-of-way as a preliminary task to the construction of the Work or its appurtenances shall be promptly removed from the property and disposed of in an acceptable manner. The Owner may, at its option, elect to receive excess spoil materials. The Contractor shall, at the direction of representatives of the Owner, haul all excess spoils material to a site approved by the Owner. No extra compensation will be made for the removal and hauling of this material; all costs shall be included in the various pay items."

SGC-5.03.A. Subsurface and Physical Conditions; Reports and Drawings. In this subparagraph 5.03.A: (1) reports known to the Owner of explorations and tests of subsurface conditions at or contiguous to the Site are: None Received / Not Applicable; and (2) drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site are: None Received / Not Applicable.

SGC-5.04.E. Differing Subsurface or Physical Conditions; Possible Price and Times Adjustments. Replace "shall" with "may" in the first line.

SGC-5.05.F.1. Underground Facilities; Possible Price and Times Adjustments. Replace "shall" with "may" in the first line.

SGC-5.06.A. Hazardous Environmental Condition at Site; Reports and Drawings. For this subparagraph A, the reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site are: None Received / Not Applicable.

SGC-6.02.K. Insurance—General Provisions. In the last line of the last sentence of this subparagraph K, replace "will" with "may" and delete the word "accordingly."

SGC-6.03.A. Contractor's Insurance. The limits of liability for the insurance required by subparagraph 6.03.A shall provide coverage for not less than the amounts specified in Article 9 of the Construction Manager at Risk Agreement.

SGC-6.03.C.1. Contractor's Insurance. The additional insured required by subparagraph 6.03.C.1 shall include:

1. Owner
2. Engineer

SGC-6.05.A. Property Losses; Subrogation. Delete subsections 1 and 2 from this subparagraph A in their entirety.

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SGC-6.07. Worker's Compensation Insurance Coverage. Add the Following section describing worker's compensation insurance requirements to Article 6.

6.07.1 *Definitions*

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project - includes the time from the beginning of the Work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project.

"Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

6.07.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

6.07.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

6.07.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

6.07.5 The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

6.07.5.1 A Certificate of Coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

6.07.5.2 No later than seven (7) days after receipt by the Contractor, a new Certificate of Coverage showing extension of coverage, if the coverage period shown on the current Certificate of Coverage ends during the duration of the Project.

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6.07.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

6.07.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

6.07.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

6.07.9 The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

6.07.9.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

6.07.9.2 Provide to the Contractor, prior to that person beginning work on the Project, a Certificate of Coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

6.07.9.3 Provide the Contractor, prior to the end of the coverage period, a new Certificate of Coverage showing extension of coverage, if the coverage period shown on the current Certificate of Coverage ends during the duration of the Project;

6.07.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

6.07.9.4.1 A Certificate of Coverage, prior to the other person beginning work on the Project; and

6.07.9.4.2 A new Certificate of Coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current Certificate of Coverage ends during the duration of the Project;

6.07.9.5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

6.07.9.6 Notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

6.07.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs (1) - (7) herein, with the certificates of coverage to be provided to the person for whom they are providing services.

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6.07.10 By signing this contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

6.07.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

SGC-7.03.C. Labor; Working Hours. Delete the last sentence of this subparagraph in its entirety and replace with the following: "Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's prior written consent and written notice to Engineer."

SGC-7.05. "Or-Equals." Insert the following at the end of subparagraph A, before subsection 1, as follows:

"A. … Any "or-equal" items, construction methods, or procedures that the Contractor wishes to submit to the Engineer must be done so within sixty (60) days after the start of the Contract Time."

SGC-7.06.A. Substitutes. Delete the last sentence at the end of subparagraph A, before subsection 1, and insert the following:

"A. … Any substitute items, construction methods, or procedures that the Contractor wishes to submit to the Engineer must be done so within sixty (60) days after the start of the Contract Time."

SGC-7.07. Concerning Subcontractor and Suppliers. Near the end of subparagraph C, delete "reasonable." Near the end of subparagraph D, delete "a substantive, reasonable." In the third line of subparagraph E, delete "a reasonable" and near the end of subparagraph E, delete "solely on the basis of substantive, reasonable objection" and "due." In subparagraph F, replace "shall" with "may" in the second line.

SGC – 7.10. Taxes. Insert new subparagraph "B" as follows:

"B. The Contractor's attention is directed to Texas Administrative Code ("TAC") Title 34, Part 1, Chapter 3, Subchapter O, issued by the Texas Comptroller of Public Accounts. Reference: Rule §3.291, entitled "Contractors" and subsection (c) describes the tax responsibilities of contractors who perform contracts for exempt organizations such as Owner."

SGC-7.11.B. Laws and Regulations. In order to ensure the effectiveness of the indemnity language in subparagraph B, said subparagraph B is repeated in appropriate form as follows:

"B. IF CONTRACTOR PERFORMS ANY WORK OR TAKES ANY OTHER ACTION KNOWING OR HAVING REASON TO KNOW THAT IT IS CONTRARY TO LAWS OR

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REGULATIONS, CONTRACTOR SHALL BEAR ALL RESULTING COSTS AND LOSSES, AND SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO SUCH WORK OR OTHER ACTION. IT IS NOT CONTRACTOR'S RESPONSIBILITY TO MAKE CERTAIN THAT THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS IS IN ACCORDANCE WITH LAWS AND REGULATIONS, BUT THIS DOES NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER PARAGRAPH 3.03."

SGC-7.18.A. Indemnification. In order to ensure the effectiveness of the indemnity language in subparagraph A, said subparagraph is repeated in appropriate form, and edited to delete "negligent" from the fifteenth line below, as follows:

"**A. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM LOSSES, DAMAGES, COSTS, AND JUDGMENTS (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING FROM THIRD-PARTY CLAIMS OR ACTIONS RELATING TO OR RESULTING FROM THE PERFORMANCE OR FURNISHING OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, ACTION, LOSS, COST, JUDGMENT OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE."**

SGC-8.03.A. Legal Relationships. In the fifth line of subparagraph A, replace "shall" with "may."

SGC-8.03.C. Legal Relationships. In order to ensure the effectiveness of the indemnity language in subsection (2) of subparagraph C, said subsection (2) is repeated in appropriate form as follows:

"(2) INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR

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ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO SUCH DAMAGE, DELAY, DISRUPTION, OR INTERFERENCE."

SGC-10.03.B. Resident Project Representative. The duties, responsibilities and limitations of authority of the Owner's Resident Project Representative will be as provided in Attachment I to these Supplementary General Conditions.

SGC-11.02.A. Change Orders. Replace "shall" with "may."

SGC-11.02.B Change Orders. Delete subparagraph B in its entirety.

SGC-11.06.A. Unauthorized Changes in the Work. Add at the end of this subparagraph: ", and subject to agreement between the Owner and the Contractor."

SGC-12.01. Claims. In subparagraph B, replace "30 days" with "15 days" in both places. In subsection D.2, replace "60 days" with "30 days" where it appears. In subparagraph E, replace "30 days" with "15 days" where it appears. In subparagraph F, replace "90 days" with "60 days" where it appears.

SGC-13.01.B. Cost of the Work; Costs Included. Delete subsections 5.d and 5.h in their entirety. In subsection 5.f, replace "negligence" with "acts or omissions" in the first sentence.

SGC-13.02.D. Allowances. Replace "will" with "may" in both places where they appear in this subparagraph.

SGC-13.03.E. Adjustments in Unit Price. Replace "shall" with "may" in the first line of this subparagraph.

SGC-14.01.A. Access to Work. In the first sentence, delete the phrase "at reasonable times."

SGC-14.05.C. Uncovering Work. In subsection C.2, in the first line, replace "shall" with "may."

SGC-15.01. Progress Payments. Delete paragraph 15.01 in its entirety and replace with the following new paragraph.

> "On or before the 25th of each month, the Contractor shall submit to the Engineer, his invoice on forms supplied by the Engineer covering Work completed as of the 25th of each month. The quantities shown as Work done to date shall accurately reflect the actual Work completed as of the 25th of each month. These quantities shall be verified by the Owner's Resident Project Representative prior to submittal to the Engineer. The invoice shall include all supporting documentation as required by the Contract Documents. If payment is requested for "Materials on Hand" which have been incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in the General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner."

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SGC-15.08. Correction Period. Amend the first sentence of subparagraph A by striking the words "one year after date of Substantial Completion" and inserting "two years after the date of Final Acceptance by the Owner." "Final Acceptance by Owner" means the date of final acceptance by the governing body of the Owner. In subparagraph E, replace “one year” with “two years.”

SGC-16.01.A. Owner May Suspend Work. In the fourth sentence of this subparagraph, replace “shall” with “may.”

SGC-16.02. Owner May Terminate for Cause. In subsection A.1, delete “persistent.” In subsection A.4, delete “repeated.”

SGC-16.03. Owner May Terminate For Convenience. In subparagraph A, add the following at the end of the subparagraph and before subsection A.1: “, the following, subject to agreement with Owner:” and at the end of subsection A.1, delete “including fair and reasonable sums for overhead and profit on such Work” and replace with “and.” In subsection A.2, delete “plus fair and reasonable sums for overhead and profit on such expenses” and replace with a period. Delete subsection A.3 in its entirety.

SGC-16.04. Contractor May Stop Work or Terminate. In subparagraph A, replace “7 days” with “thirty (30) days” in the fifth line. In subparagraph B, in the first sentence replace “7 days” with “thirty (30) days” in the fourth line. Also in subparagraph B, at the end of the first sentence, delete “including interest thereon.”

SGC-17.01. Final Resolution of Disputes; Methods and Procedures. Delete this paragraph 17.01 in its entirety, and replace with the following:

“A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 17.01. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have

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fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction."

SGC-18.11. Wage Rates. Add a new paragraph immediately after paragraph 18.10 of the General Conditions which is to read as follows:

"18.11. All employees of the Contractor on the work to be performed under this Contract shall be paid the prevailing wage scale in this locality for work of similar character."

SGC-18.12. Water for Construction. Add the following paragraph 18.12, as follows:

"18.12.A The Contractor shall be fully responsible for the draining and disposal of all water used in testing. The Contractor shall obtain approval of the Owner and Engineer of the manner in which the water will be drained and disposed."

SGC-18.13. Additional Special Requirements. Add the following paragraph as follows:

"18.13. The following special requirements are incorporated herewith:

1. **Coordination with Others**
   In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors.

   The Contractor shall coordinate all work with the Owner's operations personnel to prevent prolonged interruption of service of any portion of the Owner's facilities.

2. **Project Maintenance**
   The Contractor shall maintain and keep in good repair the improvements covered by these plans and specifications during the life of this Contract.

3. **Safety**
   In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and will not be limited to normal working hours.

   The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

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4. **Protection of Improvements**
   The Contractor shall be entirely responsible for the protection of all improvements that are not designed by the Engineer to be removed for proper construction of this Project; this shall include sidewalks, retaining walls, existing inlets, and manholes, underground utilities, shrubs, trees, signs, sod, and existing pavement.

5. **Salvaged Materials**
   All materials removed in the construction of this Project, and designated on the plans, or by the Engineer, as salvaged materials shall be removed, cleaned, and stored as directed by the Engineer. Salvaged materials shall be the property of the Owner.

6. **Cleanup**
   During construction, the Contractor shall, at all times, keep the site of the Work and adjacent premises free from materials, debris, and rubbish as is practicable and shall remove same from any portion on the site, if, in the opinion of the Engineer, such materials, debris, or rubbish constitutes a nuisance or is objectionable.

   The Contractor shall remove from the site all the surplus materials and temporary structures when no further need therefore develops.

   At the conclusion of the Work, all temporary structures and materials belonging to the Contractor shall be promptly removed and all dirt, rubbish, and other foreign substances shall be properly disposed of.

   The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment undamaged in a bright, clean, polished and new appearing condition.

7. **Public Utilities and Other Property to be Changed**
   The locations of all utility lines shown on the plans are from the best available information from field survey. The Contractor is responsible for verifying all utility line locations in the area. The location of all water and sanitary sewer lines are approximate. The Contractor shall field verify all utility locations prior to installation of proposed lines. The Contractor shall notify the Engineer and Owner of any potential conflict prior to installation of new utilities. No extra payment shall be made for locating existing utility lines, other than those stated in the Contract Documents.

   In case it is necessary to change or move the property of any public utility, such property shall not be moved or interfered with until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of such property that may be made necessary by performance of this Contract.

8. **Fences and Drainage Channels**

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Boundary fences or other improvements removed to permit the prosecution of the Work shall be replaced in the same location and left in a condition as good or better than that in which they were found. Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition or grade and cross section after the Work of construction is completed.

9. **Quantities in Proposal Form**
Measurement and Payment. Payment will be made only for Bid Items listed in the Contract Documents.

10. **Removing Existing Concrete Pavement, Driveways, and Sidewalks**
Existing concrete pavement, driveways or sidewalks to be completely removed shall be broken by air driven machinery or other suitable means. Where only a portion of the existing concrete is to be removed, special care shall be exercised to avoid damage to that portion of the concrete to remain in place. The existing concrete shall be cut by sawing to the lines shown on the plans or established by the Engineer, and any existing concrete beyond the neat lines so established when damaged or destroyed by these operations shall be replaced at the Contractor's expense.

11. **Traffic Safety**
The Contractor will provide a Traffic Control / Construction Sequencing Plan if there will be any adverse impacts to traffic flow in the vicinity of the Work. This plan must be provided to the Owner for review and approval prior to any construction. All traffic control must conform to the Texas Manual on Uniform Control Devices for Streets and Highways - Part VI (latest revision).

The Contractor must provide all homeowners with access to their driveways at all times for the duration of construction.

The price for preparation of the traffic control plan and implementation of said plan shall be paid for in the lump sum price provided in the Contract Documents.

13. **Line and Grade**
The Engineer will furnish a control bench mark and control points as shown on the plans. No construction staking will be provided by the Engineer for this Project. Any re-staking required shall be at the sole cost of the Contractor.

14. **Concrete**
Fly ash shall not be used in any concrete for this Project.

15. **Excavation**
Excavation as such in this Contract is not a separate pay item. No classification of excavation material will be made. Costs associated with excavation shall be included in such pay items as are provided in the Contract Documents.

16. **Removing Obstructions**
Existing driveways, mailboxes, fences, sidewalks, landscaping, signs, and RCP or CMP drainage pipes shall be removed and replaced where necessary. The Contractor shall replace existing obstructions with equal or better materials. The Contractor shall coordinate any removal with the property owner. The removal and

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replacement of all fences, landscaping, and signs shall be considered subsidiary to the cost of the line. Cost associated with the removal and replacement of mailboxes, driveways, and drainage pipes, shall be included in such items as provided in the Contract Documents. The Contractor shall maintain temporary mailboxes, as needed, for continuous mail service along all areas affected by construction (this is not a separate pay item).

17. **Irrigation Lines**
There shall be no separate pay item for repair or replacement of existing irrigation lines. Any and all repairs shall be included in such pay items as provided in the proposal. Where existing irrigation lines are located within the public right-of-way and are in conflict with proposed construction, the Contractor shall notify the owner of said existing irrigation lines at least 72 hours prior to any construction. All irrigation lines shall be capped at appropriate locations and shall be replaced by the Contractor to equal or better condition.

18. **Water Service Lines**
There shall be no separate pay item for repair of any water service line damage during construction. Any and all repairs shall be included in such pay items as provided in the Contract Documents. Where existing service lines are located within the public right-of-way and are in conflict with proposed construction, the Contractor shall notify the City of Celina of the lines at least 72 hours prior to any construction.

19. **Saw Joints and Expansion Joints**
The Contractor shall saw cut all pavement and seal the saw joint with asphalt joint seal in accordance with standard specifications.

All costs of saw joints and any new expansion joints shall be included in the cost for the new concrete pavement per linear foot complete in place.

20. **Trench Backfill Under Pavement**
Trench backfill for utilities located beneath pavements, driveways, curbs and gutters shall be compacted to 95% maximum density as determined by ASTM D698.

Job excavated material may be used for compacted trench backfill when the job excavated material is finely divided and free from debris, organic material, cinders or other corrosive material, and stones larger than three inches (3") in greatest dimension. Masses of moist, stiff clay shall not be used.

21. **Valve Boxes**
Valve boxes shall be furnished and set on each valve. After the final clean-up and alignment has been completed, the Contractor shall pour a concrete block 24" x 24" around all valve box tops so the finished grade is level with the finished roadway or parkway. No extra payment will be made for this concrete block but will be considered subsidiary to the item of each valve installed.

22. **Valve Stems**
Valve stems shall be furnished on all valves where the top of the operating nut is greater than four feet (4') below finished grade. The top of the valve stem shall be less than four feet (4') below finished grade. No extra payment will be made for

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valve stems but will be considered subsidiary to valves furnished and installed, and includes adjustment of existing water valve riser and cover.

23. **Bolts**
Corten Steel or stainless steel bolts shall be furnished and installed for all flanged and/or mechanical joint fittings. The material supplier as well as the Contractor shall certify in writing that the materials supplied and installed do meet these requirements. This will be required before the final payment of this project.

24. **Construction Water**
Water required for water jetting, flooding, testing, sterilization and other construction purposes will be furnished by the Contractor. The Contractor shall furnish all pipe, hose and fittings necessary to obtain the water.

The Contractor shall not operate any valves or fire hydrants without the Owner's knowledge and permission.

All pipe used for any purpose other than water jetting and similar type uses shall be clean and sterilized**.**

Water required for retesting shall be paid for by the Contractor at a rate as may be established by the Owner.

25. **Drainage Culverts**
The Contractor shall remove and reinstall drainage culverts, as necessary to complete the Project. No extra payment will be made for these culverts and will be considered subsidiary to the cost of asphalt or gravel pavement/driveway replacement. All culverts shall be reinstalled to equal or better conditions, and shall match existing grades in order to ensure proper drainage. Where needed, the Contractor shall replace the existing culvert with new pipe. All new drainage pipes shall match existing pipe in material and size.

26. **Video Taping of Project**
The Contractor shall make a recording (CD/DVD format) of the limits of the Project prior to any Work commencing. This recording shall include, but is not limited to, vegetation, drainage structures/features, landscaping, pavement, signs, and above-ground utilities. Once complete, the Contractor shall provide the Owner with two copies of the tape, and they shall become the property of the Owner"

SGC-18.14. Existing Utilities and Service Lines. Add these new subparagraphs as follows:

"18.14.A. The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense.

18.14.B. The Contractor shall maintain water and sewer service to existing customers. The Contractor shall notify all residents and customers in writing at least 24 hours prior to any service outage. Unless emergency conditions warrant otherwise, service outages are to be

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restricted to a maximum duration of three (3) hours scheduled within Regular Working Hours as defined herein.

18.14.C. The Contractor may utilize temporary sewer service connections to new sewers as a means of providing continuous service. In such cases, the Contractor shall provide all necessary labor, equipment, and incidentals for disconnecting/reconnecting such sewer services.

18.14.D. Tops of existing manholes to be abandoned will be adjusted where necessary to conform to a depth of 2.0 feet below existing grade. The abandoned manhole shall then be plugged at all pipe openings and filled with a select material approved by the Engineer.

18.14.E. Water and sewer service connections required to be replaced shall include connection to the proposed main as well as new service line from the main continuous to the connection to the existing private service at the property line, as well as all associated fittings and appurtenances. Sewer service pipe and fittings are to be equal to the material grade and specification that is specified for the new main line."

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Attachment I

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE EMPLOYED BY THE OWNER

Owner shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Owner and Engineer in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to and described as follows:

A. General

RPR is Owner's agent at the site, will act as directed by and under the supervision of the Owner, and will confer with Owner regarding RPR'S actions. RPR'S dealings in matters pertaining to the on-site Work shall in general be with Owner, Engineer, and Contractor. RPR'S dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Engineer with the knowledge of and under the direction of Owner.

B. Duties and Responsibilities

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:
   a) Serves as Owner's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and serve as Owner's liaison with Engineer when necessary.
   b) Assist in obtaining from Owner or Engineer additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:
   a) Record date of receipt of Shop Drawings and samples.
   b) Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.

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c) Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a) Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b) Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer and Owner appropriate details relative to the test procedures and startups.
   d) Accompany visitors representing public or other agencies having jurisdiction over the Project, record the results of these visits, and report same to Engineer and Owner.

6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed, and transmit to Contractor clarifications and interpretations as issued by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR'S recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.

8. Records:
   a) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
   b) Keep a diary or log book recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, Field Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
   c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

9. Reports:
   a) Furnish Engineer and Owner periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b) Consult with Engineer and Owner in advance of scheduled major tests, inspections, or start of important phases of the Work.

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c) Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer and Owner Change Orders, Work Directive Changes, and Field Orders.
d) Report immediately to Engineer and Owner upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

12. Completion:
    a) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
    b) Conduct final inspection with Engineer, Owner, and Contractor and prepare a final list of items to be completed or corrected.
    c) Observe that all items on final list have been completed or corrected and make recommendations to Engineer and Owner concerning acceptance thereof.

C. Limitations of Authority of Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer or Owner.

2. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.

3. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Contract Documents.

4. Shall not assume control over safety precautions and programs in connection with the Work, however, if an unsafe act is observed, RPR may relate such act to the Contractor, Engineer and Owner.

5. Shall not accept Shop Drawing or sample submittals from anyone other than the Contractor.

6. Shall not have authority to issue Final Acceptance of the Project in whole or in part.

7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer or Owner.

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CITY OF CELINA

REQUEST FOR PROPOSAL

CONSTRUCTION MANAGER AT RISK
FOR
Downtown Senior Center Construction

RFP #2022-0125

ELECTRONIC SUBMISSION IS REQUESTED.
WWW.CELINA-TX.GOV/BIDS

The City strongly requests that responses are submitted electronically. Electronic submission eliminates errors, unnecessary work, and is friendlier to the environment.

For additional information concerning this bid, please contact Dawn Berry, Director of Purchasing at 469-813-4194 or purchasing@celina-tx.gov.

Due Date & Time:

February 18, 2022 at 10:00 AM

Late responses will not be accepted
Email or facsimile submitted bids will not be accepted

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SECTION 1: INSTRUCTIONS

1.1 SUBMISSION

Offerors may submit proposals electronically or in hard copy. The City's preference is electronic submission. Refer to Section 4 for detailed submission instructions.

1.2 NO OFFER/NO BID

The City is appreciative of the time and effort you must expend to submit an offer. If you choose not to respond, we would greatly appreciate you indicating any requirement that may have influenced your decision.

1.3 INCLEMENT WEATHER

In the event of inclement weather and City offices are officially closed on the due date, responses will be received until 3:00 PM of the next business day at which time submittals will be publically opened.

1.4 ACCEPTANCE

It is understood that the City of Celina, reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the City. Receipt of any proposal shall under no circumstances obligate the City to accept the lowest proposal. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

1.5 SUBMITTAL OF CONFIDENTIAL MATERIAL

The Owner considers all Proposal information, documentation and supporting materials submitted in response to this Request for Proposal to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract except for trade secrets and confidential information which the Offeror identifies as proprietary. Any material that is to be considered as CONFIDENTIAL/PROPRIETARY in nature must be clearly marked on each applicable page by the proposer. Marking your entire proposal CONFIDENTIAL/Proprietary is not in conformance with the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.).

1.6 DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the proposer or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Additional information on the statute is available at: http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

1.7 DISCLOSURE OF INTERESTED PARTIES

In compliance with Section 2252.908 of the Texas Government Code, the City of Celina may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.

Additional information on the statute may be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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1.8 PROHIBITION AGAINST BOYCOTTING OF ISRAEL

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2271. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

1.9 PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

1.10 INFORMATION / QUESTIONS

All questions shall be posted to the City's eProcurement system, by the deadline stated. All questions and answers will be posted online. Proposers are responsible for insuring all answers to questions are reviewed prior to the submittal date. Answers provided to posted questions address minor irregularities and are for clarification purposes only and do not revise or modify the specifications. Answers to questions that result in revisions to the specification will be address by Addendum. No oral statement of any person shall modify or otherwise change, or affect the specification.

1.11 EX PARTE COMMUNICATION: To insure the fair evaluation of a solicitation, the City prohibits communication (e.g., unsolicited) initiated by the Respondent to City personnel outside the Procurement Department prior to the time a decision has been made. Communication between Respondent and the City will be initiated by the appropriate City designee in order to obtain information or clarification needed to develop an accurate evaluation of the solicitation. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

1.12 PROPOSER RESPONSIBILITY

It is the responsibility of each proposer before submitting a proposal:

1. To examine thoroughly the specification documents and other related data identified in the proposal documents, to visit the site to become familiar with and satisfy proposer as to the general, local, and site conditions that may affect cost, progress, performance, etc.
2. To consider federal, state, and local laws and regulations that may affect costs, progress, performance, or furnishing of the work.
3. To study and carefully correlate proposer's knowledge and observations with the contract documents and such other related data.
4. To promptly notify the City's Purchasing Manager of all conflicts, errors, ambiguities, or discrepancies which proposer has discovered in or between the contract documents and such other related documents.

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SECTION 2: SPECIFICATION / SCOPE OF WORK

Introduction

The City of Celina is accepting proposals from qualified construction firms to provide Construction Manager-At-Risk Services, necessary for the construction of the Downtown Senior Center Construction in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (RFP). This RFP provides interested firms with the information necessary to prepare and submit their qualifications, general conditions pricing, and fee for consideration.

The Construction Manager shall assume the risk for construction of the Project, at the contracted price as a general contractor, and provide consultation to the Owner regarding construction during and after the design of the Project, in accordance with any and all applicable requirements of the Project and all applicable laws. Proposals must be submitted in accordance with this RFP and the accompanying instructions.

The successful Construction Manager will be required to enter into an Agreement with Owner based on the City's Standard Form of Agreement Between Owner and Construction Manager where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price together with General Conditions of the Contract for Construction. The Agreement will also contain all relevant terms set forth in this RFP.

It is the intention of the City of Celina to select a Construction Manager-At-Risk using a one-step selection process.

Description of Project

The Project is generally described as follows:

1. Construction of the senior center that will include utilities infrastructure, parking lot paving, sidewalks, irrigation, landscaping, fencing, demolition and construction of building interior as described in the plan set.

2. The scope of work will be determined based on the final Drawings and Specifications prepared by Architect. The work may consist of, but is not necessarily limited to, one or more of the following: demolition, site clearing, excavation, fill, select fill and backfill; site utilities; concrete sidewalks, curbs and gutters; asphalt and concrete paving, rough and finish grading, topsoil and seeding; concrete slab-on-grade; stone or masonry exterior veneer, structural steel or cast in place concrete frame (columns and joists), metal roof deck, miscellaneous metals and metal fabrications; rough and finish carpentry, millwork and casework; damp proofing and waterproofing, caulking and sealants, thermal insulation, flashing and sheet metal, metal soffit panels, modified bitumen, standing seam metal or clay tile roofing; solid core wood doors and frames, metal doors and frames, aluminum doors and frames, prefinished aluminum door frames, glass and glazing, architectural hardware, acoustical ceilings, resilient/vinyl flooring and base, carpeting and carpet base, metal studs and support systems, gypsum drywall, painting and special coatings, interior and exterior signage; metal louvers and miscellaneous specialties; fire protection; lightning protection; and mechanical, plumbing and electrical systems.

3. The Construction Manager will be responsible for the printing of Construction Documents as required for bidding and construction. The Construction Manager must publicly advertise in the Celina Record for three consecutive weeks, as prescribed for a governmental entity under Section 271.025 of the Texas Local Government Code, and receive bids or proposals for trade contractors or subcontractors for the performance of all major elements of the work, other than minor work that may be included in the general conditions. The Construction Manager must post the bids

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electronically on the City's eProcurement site. If the Construction Manager wants to perform portions of the work itself, it must submit its bid or proposal in the same manner as all other trade contractors or subcontractors, and Owner will determine which entity provides the best value to the Owner.

4. The work does not include inspection services, the testing of construction material engineering, and the verification testing services necessary for Owner's acceptance of the Project, which will be performed under a separate contract with an independent provider, as required by law.

Project Schedule

The selected Construction Manager will be expected to provide assistance to the Owner and the Architect during the architectural design phase, with the selection of building systems, cost estimating, value engineering, and scheduling during the Preconstruction Phase, so as to enable Owner to build the Project as described and depicted in the Drawings and Specifications, for an amount not to exceed Owner's Construction and Project Budgets, and to build the Project thereafter as a Construction Manager-at-Risk for a Guaranteed Maximum Price that is less than or equal to Owner's Construction Budget.

The Tentative Design Services Schedule for the Project, starting with Programming and ending with the release of Bid Documents is approximately 6 months. This schedule is subject to change.

The current estimate of the Construction Time for substantial completion of the Project is 220 calendar days after the Notice to Proceed with construction. This Schedule may be adjusted as a result of negotiations on Proposals or preconstruction services by the Construction Manager-at-Risk.

Scope of Services

A. The following describes the anticipated services expected during design and construction:

1. Manage the Guaranteed Maximum Price (GPM) Documentation
2. Participate in the design process
3. Provide pre-construction services including constructability and cost advice through the design process.
4. Establish budget by bid package for design phases
5. Prepare sub-contractor bid or proposal packages
6. Conduct pre-bid meetings
7. Receive bids and provide open book review process with Owner and Architect.
8. Conduct award of contracts/purchase orders
9. Provide coordination and management of sub-contractors
10. Summarize monthly reports
11. Provide change order and contingency funds control
12. Establish a quality management program
13. Provide for job safety functions
14. Provide accounting functions
15. Provide jobsite security functions
16. Provide post construction services
17. Provide value engineering and management of construction schedule
18. Attend pre-construction meeting(s) with City personnel and the City's Architectural/Engineering firm

B. In addition to general Building Construction the Project elements shall include, but are not limited to the following:

1. Earthwork

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2. Walkways, parking and drives
3. Landscaping
4. Irrigation system
5. Utility extensions onsite and offsite
6. Drainage systems onsite and offsite
7. Electrical, mechanical, plumbing, and structural elements of the facility
9. Specialty work area systems
10. Security, Audio/Visual, Communication and IT Systems
    a. This will include the installation of the pathway (i.e. conduits, cable trays, J-boxes, etc.).
    b. The construction contract may also include cabling, equipment racks, and terminations for these systems and the specific equipment for these systems (i.e. video monitors, interactive boards, projectors, amplifiers, etc.).

C. Services are expected to commence upon final approval and execution of a contract, within 10 days after award to a successful construction firm. A project time line will be coordinated with the selected firm, and the City's Architectural/Engineering firm.

Total Estimated Budget:

Estimated construction cost for the facility, including site development is $1,800,000.

Bond Requirements

A. Bid Bond: Each Proposal submitted shall be accompanied by a $5,000 Bid Bond from a reliable surety company as a guarantee that, if awarded the contract, the Proposer will execute a Construction Agreement with the City, including all required bonds and other documents.

B. Payment and Performance Bonds: Payment and Performance Bonds for the performance of the Work, and for payment of those who provide labor or materials, will be required within 10 days after Construction Manager and City execute the Contract. The Payment Bond shall be in an amount equal to 100% of the Estimated Project Construction Budget; and the Performance Bond shall be in an amount equal to 100% of the Estimated Project Construction Budget. If and when the Owner and Construction Manager agree on a Guaranteed Maximum Price, the Construction Manager shall substitute bonds for the stated percentages of the Guaranteed Maximum Price, within 5 days after the Amendment to the Contract is signed that establishes the Guaranteed Maximum Price.

C. Maintenance Bond: The successful firm shall furnish a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for two calendar years following the City's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Insurance

ALL RESPONDENTS must agree to maintain during the course of this contract in accordance with the City's Insurance Requirements attached as Exhibit 2. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

Questions Deadline

The City of Celina requires all questions relating to this RFP be submitted in writing through the City's e-procurement system.

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Submittals

In order for your submission to be considered responsive, respondents must complete in its entirety the Statement of Qualifications document. Failure to provide requested information in the format requested, may cause your submission to be deemed as non-responsive.

The information listed below is included in the Statement of Qualifications. No additional documents are required.

1. Summarize why the Respondent believes itself to be the most highly qualified firm for this project
2. Firm Information including:
   a. The Respondent's areas of construction management specialization. Please provide specific examples of public open space, landscaping, and patio construction that your firm has managed under the CMAR process.
   b. Firm history.
   c. Location of home and branch offices.
   d. Names of the principal officers of the firm.
3. Include a simple organization chart showing how the Respondent, if selected as the Construction Manager-At-Risk, would organize its personnel for the project.
4. Identify the key professionals of your team that would be involved in the project and describe their area of expertise and what role they will perform on the construction management team.
5. Provide resumes of any person identified as a key professional. The resumes should contain the following:
   a. Name
   b. Educational background
   c. Professional qualifications
   d. Employment history
   e. A list of relevant projects and their role in each
   f. Other information you believe to be relevant
6. The Firm's philosophy and approach to construction in general.
7. Firms process that creatively engage City staff and other stakeholders in all stages of design. include examples of projects that the CMAR has recommended modifications through the design process. Why was the change recommended? The example should include method of approach to the city, the process of evaluation utilized by the City and the CMAR and the resolution.
8. Safety record.
9. Project Lists and References
10. Additional information firm believes will help aide in selection.
11. Proof of insurance coverage as indicated in Section IX.
12. Bid Surety as indicated in Section VIII. A.
13. Financial statement
14. Respond to all line items within the City's eProcurement system.
    A. The City is exempt from paying Texas State or local sales and use taxes. Please ensure the prices proposed do not include taxes.

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SECTION 3: EVALUATION

A committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested in this RFP may result in disqualification of the submission. The objective of the review committee will be to select the Firm that is the most highly qualified to service the City's needs. The decision made by the City of Celina will be final.

The agreement will be awarded based on the following evaluation criteria:

- Experience with Similar Facility Construction (35%)
- Experience with construction modification during the design and construction process (30%)
- Qualifications of Project Personnel (10%)
- References (10%)
- Financial Statements (5%)
- Cost Proposal (10%)

  1. Proposed fee for pre-construction services
  2. Proposed fee for construction services
  3. Cost and extent of general conditions

Interviews and Presentations

In fairness to all firms, requests for interviews or private meetings prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the City after the closing date. Selection may be made strictly from the information provided in the RFP. However, the City reserves the right to conduct interviews with and request presentations from any respondents.

Selection and Award

Selection Criteria and the ranking. If the Owner is unable to reach an agreement with the first-Ranked Offeror, the Owner shall terminate further discussions with the first-ranked Offeror, and commence negotiations with the next-ranked Offeror, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Offeror is expressly conditioned upon (1) the Offeror's execution and delivery of the Contract, and delivery of all required bonds and evidence of insurance, within ten (10) calendar days after the successful Offeror is notified of the acceptance of its Proposal, and (ii) the Offeror's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Offeror fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the Proposal security as damages for such failure, rescind the award, commence negotiations with the next ranked Offeror, or may reject all Proposals.

There will be no contractual obligation on the part of the Owner to any Offeror, nor will any Offeror have any property interest or other right in the contract or Work being proposed unless and until the agreement is unconditionally executed and delivered by all parties, all submittals required by the Proposal Documents and Agreement and all conditions to be fulfilled by the Offeror have either been so fulfilled by the Offeror or waived in writing by the Offeror or Owner, as applicable.

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SECTION 4: SUBMITTAL PROCEDURES

3.1 SUBMISSION REQUIREMENTS

The City uses an electronic procurement system to deliver and accept bids/proposals. Electronic submission is not required, however, the City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment. Your cooperation is appreciated. Email or Fax submissions will not be accepted.

3.2 BID SUBMITTALS

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

3.3 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City at any time within 90 days from the close date.

a) **Electronic Submission** – Electronic submission is quick and easy. Simply visit the website at www.celina-tx.gov/bids and complete the following tasks.

i) Log in
ii) Attachments - Download specifications and all required forms.
iii) Attributes – Answer any questions listed.
iv) Response Attachments - Upload all required forms. Max size 100 MB.
v) Line Items – Enter Unit Pricing, if required.
vi) Response Submission – Complete the required information and electronically sign and submit the response.

b) **Help/Assistance with electronic submission.**

i) Contact Purchasing at 469-813-4194 or purchasing@celina-tx/gov.

ii) Click the HELP link after log in on the top right of your screen.

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SENIOR CENTER

STATEMENT OF QUALIFICATION FORM INSTRUCTIONS

1. Complete the form in it's entirety.
2. Do not delete questions.
3. Table rows/cells may be increased to accommodate inserted information.

This document is used during the evaluation process and aids the evaluation committee.

Your cooperation is appreciated.

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STATEMENT OF QUALIFICATIONS

Firm Information

Company Name	**Hill & Wilkinson General Contractors**
Principal Office Add.	**2703 Telecom Parkway, Suite 120, Richardson, TX 75082**
Phone	**214.299.4300**
Fax	**214.299.4444**
Form of Business (Inc., Partner)	**A limited partnership composed of Hill & Wilkinson Management, LLC, general partner.**
Year Founded	**1968**
Binding Official	**Matt Shem**
Phone	**214.299.4327**
Email	**mshem@hill-wilkinson.com**
Address	**2703 Telecom Parkway, Suite 120, Richardson, TX 75082**
Primary Contact	**Prama Kumar**
Phone	**214.299.4399**
Email	**pkumar@hill-wilkinson.com**
Address	**2703 Telecom Parkway, Suite 120, Richardson, TX 75082**

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Completed Projects

Provide the following information for a minimum of five comparable projects completed in the previous five years, preferably for sites located in the Dallas-Fort Worth Area.

Project 1

Project Name	**Celina City Buildings Renovations**				
Project Location	**142 N. Ohio St. Celina, TX 75009**				
Projection Description	**This project is a 10,800 sf renovation to the council chambers, a 1,800 sf renovation to the city hall, and a 3,800 sf renovation to the economic development corporation.** **The Council Chambers is a 100-year-old facility and work included gutting the existing interiors, upgrading the existing wood framed structure, new MEP systems, an elevator tower addition, new roof, and interior and exterior improvements. The Economic Development Center renovation included structural upgrades to the existing second floor.** **The entire design and construction team worked closely with the City officials through the challenges of preserving a large portion of the existing character of the building's exterior and interior, waterproofing the existing basement, and code upgrades to meet current building occupancy standards.**				
Start Date	**March 2019**	Org Completion Date	**January 2020**	Actual Completion Date	**March 2020**
Reason for Final Completion Date Adjustment (if applicable)					
Existing structural damage.					
Org Project Amount	**$6,669,600**				
Final Project Amount	**$7,223,600**				
Reason for Change Orders/Amendments and/or Construction Add Services					
Owner-driven changes and unforeseen conditions resulted in a final budget of $7,223,600					
Owner Name	**City of Celina**				
Owner Address	**142 North Ohio, Celina, TX 75009**				
Owner Contact	**Kimberly Brawner**				
Owner Email	**kbrawner@celina-tx.gov**				
Owner Phone:	**972.382.2682**				
Lessons Learned from this project:					
It was discovered during the demo process of the basement that the existing wood beams and columns were infested with termites and dry rot. The field team was tasked with bringing in a third-party structural engineer to help design new structural components to beef up the structure without losing its historical integrity. This task was accomplished perfectly.					
What went well in this project?					
Significant unforeseen conditions arose during construction due to the age of the existing buildings. Through great effort and communication with the City of Celina and the design team, the field team was able to remedy all issues and deliver a successful project.					
What could have been done better?					
Initial exploration and discovery of the existing building would have paid huge rewards on this project.					
Were there project delays and why?					
The discovery of termite damage, followed by structural design and improvements added weeks of time to the completion of the new Council Chambers building.					

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Project 2

Project Name	**Celina City Hall Renovation**				
Project Location	**142 N. Ohio St. Celina, TX 75009**				
Projection Description	**This project is a 3,000 sf remodel, completed on a design-build basis, to make the existing layout more functional and to add a level of security for the tenants. The location was previously set up for a bank with teller spaces, offices, and a vault. The existing teller stations received new glass storefronts to secure the area from the counters to the ceiling.** **Open space throughout the facility was closed off to provide secure office spaces, conference rooms, storage, and work rooms. The existing wood crown molding, chair rail, and floor base were salvaged for reuse throughout the new design. The space was finished with new lighting, millwork, carpet, and painting.**				
Start Date	**December 2015**	Org Completion Date	**January 2016**	Actual Completion Date	**January 2016**
Reason for Final Completion Date Adjustment (if applicable)					
N/A					
Org Project Amount	**$133,200**				
Final Project Amount	**$138,700**				
Reason for Change Orders/Amendments and/or Construction Add Services					
Owner-driven changes resulted in a final budget of $138,700					
Owner Name	**City of Celina**				
Owner Address	**142 North Ohio, Celina, TX 75009**				
Owner Contact	**Kimberly Brawner**				
Owner Email	**kbrawner@celina-tx.gov**				
Owner Phone:	**972.382.2682**				
Lessons Learned from this project:					
The Senior Center, City Hall, and library buildings all shared MEP systems. This allowed some opportunities for creativity and collaboration between the design and construction teams.					
What went well in this project?					
Working directly with the City of Celina, the field team successfully completed this project while keeping City Hall open. City employees and the public were able to occupy the space during the daytime hours while the field team completed the renovations in the evening, minimizing interruptions to their daily operations.					
What could have been done better?					
During the demolition portion of the project, a roof cap that was installed on a removed piece of HVAC equipment leaked. After a large amount of rain, this created a significant need for early-morning cleanup. Thankfully, no finished materials were damaged due to this avoidable mistake.					
Were there project delays and why?					
Design and procurement were able to be completed before the project's start date and, as a result, there were no delays on this project.					

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Project 3

Project Name	**The University of Texas at Dallas Housing Storage & Workshop Facility**				
Project Location	**800 West Campbell Road, Richardson, TX 75080**				
Projection Description	**This project is a 6,000 sf warehouse completed as a design-build with VAI architects. The pre-engineered metal building includes 2,000 sf of office space and a kitchen for the UT Dallas facilities management group. The existing parking lot was demolished and re-graded for the new building.** **Mechanical, electrical, and plumbing trades were also delivered as design-build via selected subcontractors.**				
Start Date	**May 2019**	Org Completion Date	**December 2019**	Actual Completion Date	**February 2020**
Reason for Final Completion Date Adjustment (if applicable)					
Specialty material delays					
Org Project Amount	**$2,332,200**				
Final Project Amount	**$2,324,000**				
Reason for Change Orders/Amendments and/or Construction Add Services					
Owner-driven changes and value engineering resulted in savings of $8,200 being returned to the university					
Owner Name	**University of Texas at Dallas**				
Owner Address	**800 West Campbell Road, Richardson, TX 75080**				
Owner Contact	**Doug Tomlinson**				
Owner Email	**douglas.tomlinson@utdallas.edu**				
Owner Phone:	**972.883.2124**				
Lessons Learned from this project:					
The Hill & Wilkinson team has had the pleasure of continually working on the UTD campus for years. Existing utility issues and campus needs made locating this building quite difficult. With the knowledge and experience of these previous projects, the team was able to help UTD choose the best location for this new building.					
What went well in this project?					
The field team poured paving before starting metal framing, which allowed clean access to the pad. Hill & Wilkinson has a great working relationship with the university, who allowed the field team to use existing areas for proper laydown and parking, providing adequate space on site for all involved on the project.					
What could have been done better?					
The specialty metal panels that were selected for the exterior of the building were only fabricated from a single source in Canada. Delays at this facility pushed back final, 100% completion of the building's façade. However, this delay did not keep the owner from occupying and using the facility at the original scheduled time.					
Were there project delays and why?					
This project finished behind schedule because the shipment of the owner-requested, specialty exterior panels was delayed. The manufacturer moved their production plant from the United States to Canada during the middle of the fabrication period.					

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Project 4

Project Name	**Impact Church – Metal Building Conversion**				
Project Location	**2945 Frankford Road, Dallas, TX 75247**				
Projection Description	**This project is a 12,000 sf conversion of an existing, pre-engineered metal building, formerly a Home Depot garden center, into a church facility. The building took on major improvements that transformed the space, including a worship center, classrooms, kitchen, and administrative areas.** **Extensive site improvements included paving improvements, drainage improvements, and utility upgrades.**				
Start Date	**October 2017**	Org Completion Date	**March 2018**	Actual Completion Date	**March 2018**
Reason for Final Completion Date Adjustment (if applicable)					
N/A					
Org Project Amount	**$1,694,100**				
Final Project Amount	**$1,654,700**				
Reason for Change Orders/Amendments and/or Construction Add Services					
Owner-driven changes and value engineering resulted in savings of $39,500 being returned to the church					
Owner Name	**Impact Church Lonestar**				
Owner Address	**2945 Frankford Road, Dallas, TX 75247**				
Owner Contact	**Don Gant**				
Owner Email	**cdon49@sbcglobal.net**				
Owner Phone:	**972.998.0307**				
Lessons Learned from this project:					
Since this building was previously a garden center, structural and utility upgrades proved to be the most challenging. The Owner, architect, subcontractors, and construction team needed to collaborate on creative solutions to allow for this space to function as a church.					
What went well in this project?					
All aspects of the project went well, with a working relationship that resulted in a repeat client.					
What could have been done better?					
The City of Dallas proved to be difficult to work with, since the city was responsible for utility upgrades, but was slow to finish. However, the construction team was able to overcome these challenges and completed this project on time and under budget.					
Were there project delays and why?					
There were no delays on this project.					

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Project 5

Project Name	**City of Garland Economic Development**				
Project Location	**203 N 5th Street, Suite 100 Garland, TX 75040**				
Projection Description	**This project is a 4,100 sf finish-out of an existing shell for the City of Garland Economic Development that included new carpet, tile, millwork, and light fixtures throughout the conference rooms, work stations, restrooms, offices, and kitchen.** **Exterior enhancements included parking adjustments, pedestrian walks and drainage improvements.**				
Start Date	**February 2018**	Org Completion Date	**July 2018**	Actual Completion Date	**July 2018**
Reason for Final Completion Date Adjustment (if applicable)					
N/A					
Org Project Amount	**$717,200**				
Final Project Amount	**$716,800**				
Reason for Change Orders/Amendments and/or Construction Add Services					
Efficiency on site results in savings of $400 being returned to the city.					
Owner Name	**City of Garland**				
Owner Address	**200 North Fifth Street, Post Office Box 469002, Garland, TX 75046-9002**				
Owner Contact	**Ginny Holliday**				
Owner Email	**gholliday@garlandtx.gov**				
Owner Phone:	**972.205.4080**				
Lessons Learned from this project:					
The construction team gained additional experience with successfully renovating a municipal facility.					
What went well in this project?					
This project was completed while the facility remained occupied and operational. Detailed phasing plans were utilized to keep the facility running, which were discussed during weekly OAC meetings to keep construction organized and on schedule.					
What could have been done better?					
The task of coordinating and tying together an existing facility with new exterior improvements always takes a lot of coordination on matching finish grades. This was successfully accomplished, but not without a few headaches.					
Were there project delays and why?					
There were no delays on this project. Design and procurement were able to be completed before the project's start date.					

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Organization History

1. How many years has your organization been in business in its current capacity?
   54 years

2. How many years has your organization been in business under its present name?
   a. Under what other or former name(s) has your organization operated?

Hill & Wilkinson Construction Group, Ltd. d.b.a.
Hill & Wilkinson General Contractors 2009-Present

Hill & Wilkinson, Ltd.	**2000-2009**
Hill & Wilkinson, Inc.	**1985-2000**
Luther Hill & Associates	**1968-1985**

3. If your organization is a corporation, please provide the following:
   a. date of incorporation
   b. state of incorporation
   c. list all officers of the corporation.

N/A

4. If your organization is a partnership, answer the following:
   a. date of organization
   b. type of partnership (if applicable),
   c. names of managing partner(s).

Hill & Wilkinson is a limited partnership organized in 2009 and composed of Hill & Wilkinson Management, LLC, general partner.

5. If your organization is individually owed, the following: date of organization, name of owner.
   N/A

6. If the form of your organization is other than those listed above, describe it and name the principals.
   N/A

7. Where is your home office? What office will each member of your team be assigned?
   Hill & Wilkinson's headquarters is in Richardson, TX. This office is where our proposed team is assigned.

8. Include an organizational chart for the team assisgned to this project.

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LICENSING

9. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
Arizona: 289718 | Arkansas: 28264 | Louisiana: 37538 | Oklahoma: No License Required
Oregon: No License Required | Pennsylvania: T1405860191 | Texas: No License Required
Utah: 10174002-5501 | Virginia: 2705157227 | Washington: 602-972-908

10. List jurisdictions in which your organization's partnership or trade name is filed.
Arizona, Arkansas, Louisiana, Oklahoma, Oregon, Pennsylvania, Texas, Utah, Virginia, and Washington

CLAIMS AND SUITS

11. Has your organization ever failed to complete any work awarded by a government agency? If the answer is yes, please attach details.
Hill & Wilkinson has never failed to complete any work awarded by a government agency.

12. Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If the answer is yes, please attach details and your how the issue may affect your ability to complete the work, should it be awarded to your firm.
There are not any judgments, claims, arbitration proceedings, or suits pending or outstanding against Hill & Wilkinson or its officers involving Hill & Wilkinson's performance under a contract with an Owner. Hill & Wilkinson does have property and casualty claims, which are covered and handled by insurance, and occasionally has subcontractor claims. Hill & Wilkinson believes that constant communication and compromise are the best ways to avoid and resolve such claims.

13. Has your organization filed any lawsuits or requested arbitration with regards to design or construction contracts within the last five (5) years? If the answer is yes, please attach details.
Hill & Wilkinson does not have any current litigation that would affect our performance under a contract.

Hill & Wilkinson is currently involved in two claims with owners due to non-payment. The first claim is related to the Stonebrook Phase 1 project in Frisco, Texas, which was filed on June 23, 2020, against GCRE/TX Frisco Master, LLC due to failure to make progress payments. The second claim is related to the C.C. Young Senior Living project in Dallas, Texas, which was filed on August 18, 2020, against C.C. Young Memorial Home due to failure to make final payment. Hill & Wilkinson is involved in separate litigation related to completed operations claims, which are being disputed.

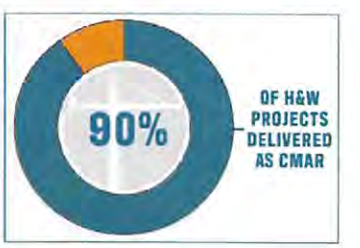
Hill & Wilkinson actively seeks to resolve disputes without the need for litigation. Hill & Wilkinson believes that a focus on quality control, safety, constant communication, and compromise are the best ways to avoid and resolve such claims.

14. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details.
No officer or principal of Hill & Wilkinson has been an officer or principal of another organization when it failed to complete a construction contract.

FIRM EXPERIENCE

15. Summarize why your firm believes itself to be the most qualified for the project.
In the last 15 years, Hill & Wilkinson has served a variety of municipal clients in the Dallas area as a Construction Manager at Risk (CMAR). We have successfully built a wide range of municipal projects including administration buildings, operations facilities, city hall complexes, fire stations, performing arts, animal shelters, recreational facilities, and downtown/streetscape improvements. We have specific experience working with the City of Celina, including a project and estimates for projects in this Downtown Senior Center Improvements project.

Because of this experience, we have a good understanding of how our planning processes and general approach to construction must be adjusted to accommodate the users and ongoing activities that typically surround us in municipal spaces. We are prepared to create and carry forward a unique plan for this project which will ultimately provide the City of Celina with peace of mind throughout the process.



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16. What is your firm's specialization?

Hill & Wilkinson offers a full range of general contracting services. We have completed 54 municipal projects in the last 10 years. Additional services include preconstruction, design-build services, millwright (equipment installation), LEED management, commissioning, and special projects.

17. Include any additional information you believe will help aid in the selection process.

Hill & Wilkinson offers the City of Celina several value-added benefits including the following:

Diligent Preconstruction Efforts: Our personnel structure as it relates to preconstruction is unique and unlike any other contractor in the area. It is designed to serve as a resource to the rest of the team from start to finish throughout the design stage.

Added Value Services: We offer the unique ability to integrate other key members into the project to add value to the process when and where needed, including VDC coordination, building envelope/waterproofing consulting, and MEP commissioning.

Superior Field Performance: We consider our protocol field management practices and quality control efforts to be the gold standard.

18. List the categories of work that your organization normally performs with its own forces.

Hill & Wilkinson may choose to perform some level of self-perform work depending on availability of manpower. These items may include daily clean-up, site management, temporary facilities install, etc. All scopes of work will be competitively bid to the subcontractor market.

19. What is your firm's philosophy and approach to design services for the project type in general?

As a general contractor for over half a century, we have steadily grown from a small business to a respected industry leader providing a full range of services in a variety of markets. From a simple maintenance project to the design-build of a fast-track facility, we deliver our projects with an attitude of service and accountability. We view and treat the design team as a close partner in all projects. With the desire to maintain meaningful relationships with our clients, we endeavor to do things the right way and to bring trust, honesty, and good, old-fashioned hard work to every project.

Many things have changed as we have evolved into a larger firm, but our philosophy and core values have remained the same: respect, quality, safety, commitment, training, fun, and citizenship.

20. What is your process for Design Ad Services?

The City of Celina is investing valuable dollars into this project, and our goal is for every dollar to be spent wisely in strict accordance with your desires. Our preconstruction and field teams will continuously monitor the budget to avoid cost overruns. This process begins in design and preconstruction where our project manager and superintendent will be involved to offer constructability comments. In the field, our team will ensure that proposed change orders do not involve scope previously represented in the bid documents, scope that should be reasonably inferred, or scope as discussed at the pre-award meeting.

Budget updates will be given at each Owner-Architect-Contractor (OAC) meeting. These updates will include the status of subcontractor buyout, contingency and allowance updates, and any potential changes on the project. The experience of our field teams allows us to think creatively throughout the project to avoid cost overruns. Time is money and we are sensitive to that critical connection. We understand the importance of financial transparency and meaningful spending optics. We will treat the City of Celina's money as if it were our own.

21. Describe your firm's understanding of the role of municipal government and your role as the service provider.

Working collaboratively with municipal governments as the CMAR is our preferred delivery method because we pride ourselves on the success of each project. Our team's unique ability to provide constructability and logistics input prior to construction mobilization leads to consistent success.

Our goal is to develop working relationships based on mutual trust and respect. We propose to work alongside the City of Celina and the design team and collaborate on the proposed design by providing cost estimating, scheduling, constructability analysis, long-lead identification, and quality/value analysis to ensure project success. We will also offer suggestions and solutions to mitigate future challenges.

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Establishing proficient lines of communication is also critical. To be effective, communication during all phases of the project must have the attributes of timeliness, accuracy, and include all team members. We propose to maintain open communication by utilizing the following tactics:

- **Establish daily points of contact with the City of Celina for updates and coordination.**
- **Maintain an ongoing dialogue through phone calls, emails, meetings, and reviews.**
- **Schedule and participate in regular design review sessions with the City of Celina and the design team to maximize collaborative efforts between all team members.**
- **Encourage the City of Celina and the design team to play an active role in our efforts including review of bid instructions and participation in the pre-bid meeting.**

22. What processes have been used to creatively engange City staff and other stakeholders during the design process.

Our open book approach during the project is considered protocol for every project. It is designed to give the owner and end users the greatest degree of confidence in our process during each stage of the project. We implement this approach by utilizing the following strategies:

Preconstruction

- **Detailed estimate breakdown by trade provided at each stage of design**
- **Detailed subcontractor bid tab cards and sub proposals provided as backup to the GMP estimate**
- **Itemization of additional costs included in each trade to account for subcontractor scope gaps**
- **Comprehensive estimate review meetings with the balance of the project team**

Construction

- **Owner/Architect are welcome to attend all subcontractor pre-award meetings**
- **Requested pricing will be detailed by trade**
- **Subcontractor proposals will be included with additional requested pricing**
- **Continuous communication regarding all allowances and contingency money**

23. Describe your organization's methods for estimating costs, and for scheduling during the design / documents phases.

COST ESTIMATING

We are prepared to execute a strategy during the design stage to ensure that the project team has access to the most accurate and useful cost information possible at any given stage. Our plan is to utilize the following as part of our overall strategy, which has proven successful in optimizing our efforts for the benefit of the end-user:

- **Establish and maintain open communications with the City of Celina and the design team. The process begins immediately and is critical to confirm items such as program needs, timeline, and design intent.**
- **Establish early budget expectations and standards inclusive of estimate/summary/breakdown format as well as clarifications structure.**
- **Quantify as much of project in-house as possible given the information available at any given stage.**
- **Perform in-house constructability reviews by the preconstruction team as well as the field operations staff who will ultimately be responsible to construct the project.**
- **Regularly engage subcontractors for constructability review and budgeting feedback at all stages of preconstruction. This provides the preconstruction team with another point of reference for cost opinion while also capturing additional options related to cost savings and cost efficiencies.**
- **Schedule and participate in regular design review sessions with the City of Celina and the design team to maximize collaborative efforts between all team members.**
- **Coordinate, organize, and maintain a cost savings/value analysis tracking list specifically for the project based upon discussion with the rest of the team. The list will be dynamic and will be updated**

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at each stage of design to manage scope that is elected to be added to or removed from the baseline scope of the project.

- Integrate the anticipated project schedule and elements of the site logistics plan into the planning process. We will evaluate possible early release packages based on long-lead requirements to avoid anticipated price increases and to prevent potential negative impacts to the schedule.
- Create and implement project-specific bid instructions prior to the GMP stage which include a list of reference bid documents, refined project-schedule, site logistics plan, bid form, insurance requirements, safety requirements, trade specific requirements, and subcontractor criteria.
- Fulfill procurement requirements relative to the project including HUB/MWBE good faith efforts, documented bid package openings, and written subcontractor recommendations.
- Coordinate with the design team to establish an effective means to manage and distribute additional design information and responses to questions during the bidding process.
- Perform comprehensive bid review, scope analysis, and final ranking of all subcontractor proposals by specific trade to determine the best value subcontractors for the project.

SCHEDULING:
Schedule planning is the most important objective to ensure occupant safety and cost control once the project is under construction. Our field management team is involved throughout the preconstruction phase to create and maintain a comprehensive project schedule. This is a critical component of each pricing exercise and assists in making design selections to meet overall project durations.

Master Schedule: Our master schedule is a key tool to manage progress and standardizes tasks. Our executive leadership is engaged in the initial development of the schedule during the pre-planning phase and conducts organized reviews of the schedule throughout all phases of construction. We refer to this as Planning for Success. It's how we ensure that the entire team is engaged in all activities discussing key issues and objectives with our executive leadership who has experience within every market sector.

Six-Week Schedule: For over 25 years, Hill & Wilkinson has engaged subcontract trade leaders in schedule and coordination meetings on all jobsites. While the industry has adopted this process and called it names such as "Lean Planning," we've always known that a collaborative and engaging process works well. The key tool for this process is the six-week schedule. It is developed with input and commentary to establish a clear workflow and efficiently manage the entire group of contracted leaders. We emphasize accuracy, forecasting, and presentation so it will be easy for the workforce to analyze and follow. It also considers key activities that may require more detailed analysis and discussions.

PROJECT TEAM

24. Provide brief resumes for the key personnel. Include: name, education, professional qualifications, employment history, relevant projects and their role in the project.

Please see our project team resumes beginning on the following page.

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MATT DRISCOLL SENIOR PROJECT MANAGER

Matt is the primary liaison with the owner and architect on a day-to-day basis. He is responsible for the schedule, budget, quality, and team relationships.

EDUCATION
Oklahoma State University
Construction Management

JOINED H&W
2016

JOINED INDUSTRY
2011

CREDENTIALS
OSHA 30-Hour

REFERENCE
Andrew Henning
City of Grand Prairie
214.403.8181
ahenning@gptx.org

Garland Library, Garland, Texas – Updates to four libraries totaling 12,900 sf including new book conveyor systems in each library and interior finish upgrades.

Garland Fleet Services Building, Garland, Texas – 25,100 sf interior remodel and a new 2,900 sf, interior mezzanine.

Grand Prairie City Hall Phases 1-3, Grand Prairie, Texas – 30,500 sf City Hall, 47,800 sf renovation to existing Development Center, and site upgrades including over 150,000 sf of new paving and sidewalks.

Firehouse Gastro Park, Grand Prairie, Texas – 5,700 sf renovation of an existing, historic fire station into a new restaurant.

City of Garland Economic Development, Garland, Texas – 4,100 sf, finish-out including conference rooms, work stations, restrooms, offices, and kitchen.

The Epic PlayGrand Adventures, Grand Prairie, Texas – An eight-acre, all-inclusive playground for people of all abilities including adventure pods, sports pods, play pods, playground areas, shade structures, landscaping, and other site amenities.

City of Garland Downtown Square and Streetscapes, Garland, Texas – Redevelopment of downtown square along with new streetscape and infrastructure for 15 surrounding blocks.

MARTIN MCCAY SUPERINTENDENT

Martin coordinates all field operations. He works closely with all subcontractors, suppliers, and self-perform craftsmen. Matthew coordinates schedule, quality, and cost requirements.

JOINED H&W
2021

JOINED INDUSTRY
1977

CREDENTIALS
OSHA 10-Hour
OSHA 30-Hour
CPR/First Aid
SWPPP Certification

REFERENCE
Malcom Parker
City of Garland
972.205.2000
mparker@garlandtx.gov

Garland RCWWTP Admin Building Renovation, Garland, Texas – 6,800 sf, one-story renovation along with site utilities improvements

Garland RCWWTP Expansion, Garland, Texas – 5,800 sf renovation to the existing first floor and 5,300 sf addition of a second floor.

Statler Hotel & Old Dallas Central Library, Dallas, Texas – 702,600 sf, 19-story, design-build hotel renovation and restoration including two basement levels and the abutting three-story library.

SAGU John and Diana Hagee World Communication Building, Waxahachie, Texas – 80,000 sf, two-story, fine arts building including classrooms, recording studio, TV studio, and an auditorium. The scope also included utility relocation and infrastructure for future expansion of the campus.

Asana Partners Deep Ellum, Dallas, Texas – Complete redevelopment of two buildings and the connecting lot area to create a pedestrian friendly shopping destination.

Simpson Strong-Tie, McKinney, Texas – 25,800 sf, two-story, office building addition including offices, break rooms, a prep kitchen, and elevator.

Prestige Office Park, Allen, Texas – 15,000 sf, design-build, tilt-wall office and warehouse.

DCCD Mountain View Collage Economic Work Force and Development, Dallas, Texas – 30,000 sf building with classrooms and parking lot renovation.

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DAVID USERY CONSTRUCTION MANAGER

David oversees and supports the superintendent in the field. He supervises job planning and coordinating and makes sure the overall job is being built per plans and specs.

JOINED H&W
1989

JOINED INDUSTRY
1981

CREDENTIALS
OSHA 30-Hour
CPR/First Aid

REFERENCE
Ginny Holliday
City of Garland
972.205.4080
gholliday@garlandtx.gov

Celina City Hall Remodel, Celina, Texas – 3,000 sf design-build remodel to create a more functional layout with additional security.

Celina City Buildings Renovation, Celina, Texas – 10,800 sf renovation to the council chambers, 1,800 sf renovation to the city hall, and 3,800 sf renovation to the economic development center.

Celina Fire Station #1 Renovation, Celina, Texas – Renovation of a meeting room and office to create a conference room.

Celina Kirk Hall Renovation, Celina, Texas – 3,500 sf renovation of an existing church pre-school into a police station including security enhancements, administrative space, and training classrooms.

Grand Prairie City Hall Phase 1, Grand Prairie, Texas – 30,500 sf, two-story building connecting the existing City Hall with the new City Hall East as well as façade improvements to both buildings.

Grand Prairie Tony Shotwell Library Renovation, Grand Prairie, Texas – 3,100 sf renovation including a new layout, carpet, ceiling, and paint along with the addition of a breakroom, storage, reception desk, office, and workspace.

City of Garland Economic Development, Garland, Texas – 4,100 sf, finish-out including conference rooms, work stations, restrooms, offices, and kitchen.

BRYAN BOMER ASSISTANT PROJECT MANAGER

Bryan is the primary liaison with the owner and architect on a day-to-day basis. He is responsible for the schedule, budget, quality and team relationships.

EDUCATION
UT Tyler
Construction Management

JOINED H&W
2017

JOINED INDUSTRY
2017

CREDENTIALS
CPR/First Aid

REFERENCE
Andrew Henning
City of Grand Prairie
214.403.8181
ahenning@gptx.org

Grand Prairie City Hall Phases 1-3, Grand Prairie, Texas – 30,500 sf City Hall, 47,800 sf renovation to existing Development Center, and site upgrades including over 150,000 sf of new paving and sidewalks.

City of Garland Economic Development, Garland, Texas – 4,100 sf, finish-out including conference rooms, work stations, restrooms, offices, and kitchen.

Garland Library, Garland, Texas – Updates to four libraries totaling 12,900 sf including new book conveyor systems in each library and interior finish upgrades.

Firehouse Gastro Park, Grand Prairie, Texas – 5,700 sf renovation of an existing, historic fire station into a new restaurant.

Grand Prairie Tony Shotwell Library Renovation, Grand Prairie, Texas – 3,100 sf renovation including a new layout, carpet, ceiling, and paint along with the addition of a breakroom, storage, reception desk, office, and workspace.

Grand Prairie Epic Central, Grand Prairie, Texas – 30,000 sf, two-story, restaurant, recreation, and entertainment venue with three 6,000 sf restaurant pads, 15,000 sf waterfront event lawn with covered stage, and 15,000 sf of outdoor seating, games, and activity spaces.

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PRAMA KUMAR DIRECTOR OF PRECONSTRUCTION

Prama will oversee and direct the entire preconstruction and bid stages of the project.

EDUCATION
Goa University, India
Architecture

Texas A&M University
M.S. Construction Management

JOINED H&W
2004

JOINED INDUSTRY
1999

CREDENTIALS
LEED AP

REFERENCE
Steve Plumer
City of Grand Prairie
972.237.8392
splumer@gptx.org

Celina City Buildings Renovation, Celina, Texas – 10,800 sf renovation to the council chambers, 1,800 sf renovation to the city hall, and 3,800 sf renovation to the economic development center.

Celina City Hall Remodel, Celina, Texas – 3,000 sf design-build remodel to create a more functional layout with additional security.

Celina Kirk Hall Renovation, Celina, Texas – 3,500 sf renovation of an existing church pre-school into a police station including security enhancements, administrative space, and training classrooms.

Grand Prairie City Hall Phases 1-3, Grand Prairie, Texas – 30,500 sf City Hall, 47,800 sf renovation to existing Development Center, and site upgrades including over 150,000 sf of new paving and sidewalks.

Richardson Heights Recreation and Aquatics Center, Richardson, Texas – 25,000 sf recreation center including an outdoor aquatics center with pump and bath house. LEED Silver Certified

Garland Library, Garland, Texas – Updates to four libraries totaling 12,900 sf including new book conveyor systems in each library and interior finish upgrades.

Garland Fleet Services Building, Garland, Texas – 25,100 sf interior remodel and a new 2,900 sf, interior mezzanine.

NICK DUDLEY SENIOR ESTIMATOR

Scott is responsible for comprehending, quantifying, and pricing every component of the project including civil, structural, architectural, and MEP systems.

EDUCATION
Texas A&M University - Commerce
Construction Science

JOINED H&W
2017

JOINED INDUSTRY
2013

REFERENCE
Ginny Holliday
City of Garland
972.205.4080
gholliday@garlandtx.gov

Firehouse Gastro Park, Grand Prairie, Texas – 5,700 sf renovation of an existing, historic fire station into a new restaurant.

Garland Library, Garland, Texas – Updates to four libraries totaling 12,900 sf including new book conveyor systems in each library and interior finish upgrades.

Grand Prairie Epic Central, Grand Prairie, Texas – 30,000 sf, two-story, restaurant, recreation, and entertainment venue with three 6,000 sf restaurant pads, 15,000 sf waterfront event lawn with covered stage, and 15,000 sf of outdoor seating, games, and activity spaces.

Grand Prairie Tony Shotwell Library Renovation, Grand Prairie, Texas – 3,100 sf renovation including a new layout, carpet, ceiling, and paint along with the addition of a breakroom, storage, reception desk, office, and workspace.

The Epic PlayGrand Adventures, Grand Prairie, Texas – An eight-acre, all-inclusive playground for people of all abilities including adventure pods, sports pods, play pods, playground areas, shade structures, landscaping, and other site amenities.

Overton Park Development, Dallas, Texas – One-acre site development including trails, play areas, and a basketball court.

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STEVE CAMP EVP – QUALITY CONTROL

Steve oversees overall hazard identification, ensures safety compliance, maintains the sustainable goals for the project, and coordinates all field operations.

EDUCATION
Texas A&M University
Construction Science

JOINED H&W
1999

JOINED INDUSTRY
1987

CREDENTIALS
LEED AP
OSHA 10-Hour

REFERENCE
Glenn Monro
Dallas Theological Seminary
214.824.3094
gmonro@dts.edu

Richardson Heights Recreation and Aquatics Center, Richardson, Texas – 25,000 sf recreation center including an outdoor aquatics center with pump and bath house. LEED Silver Certified

City of Burleson Bartlett Recreation Center, Burleson, Texas – 88,000 sf recreation center including basketball courts, racquetball courts, swimming pool and aquatics center, aerobics rooms, fitness center, administrative offices, locker rooms, childcare accommodations, and flexible meeting rooms.

Charles E. Duckworth Utility Services Building, Garland, Texas – 62,000 sf complete demolition and renovation of an office building and 11,000 sf remote payment center. LEED Silver Certified

Garland City Hall Renovation and Addition, Garland, Texas – 116,300 sf renovation of the city hall including envelope replacement, phased interior renovation, additions on the west and south sides, and a new, 330-vehicle parking garage.

Tulsa Senior Living, Tulsa, Oklahoma – This project is a 94,600 sf, two-story senior living community that includes 79 assisted living suites and 32 memory care suites. The scope also includes four dining rooms, a full kitchen, commercial and residential laundry facilities, movie theater, cafe, exercise room, rehabilitation space, crafting room, salon, and lounge.

MATT SHEM EVP

Matt is responsible for the special projects groups and oversees the projects and clients associated with his group, as well as personnel.

EDUCATION
Northern Michigan University
Construction Management

JOINED H&W
2005

JOINED INDUSTRY
2003

CREDENTIALS
OSHA 10-Hour
CPR/First Aid

REFERENCE
Steve Plumer
City of Grand Prairie
972.237.8392
splumer@gptx.org

Celina City Buildings Renovations, Celina, Texas – 10,800 sf renovation to the council chambers, 1,800 sf renovation to the city hall, and 3,800 sf renovation to the economic development center.

Celina City Hall Remodel, Celina, Texas – 3,000 sf design-build remodel to create a more functional layout with additional security.

Celina Fire Station #1 Renovation, Celina, Texas – Renovation of a meeting room and office to create a conference room.

Celina Kirk Hall Renovation, Celina, Texas – 3,500 sf renovation of an existing church pre-school into a police station including security enhancements, administrative space, and training classrooms.

Celina Public Works 106, Celina, Texas – Design and renovation of the newly acquired Public Works facility including demolition, upgraded finishes, and minor MEP improvements.

Grand Prairie City Hall Phases 1-3, Grand Prairie, Texas – 30,500 sf City Hall, 47,800 sf renovation to existing Development Center, and site upgrades including over 150,000 sf of new paving and sidewalks.

Garland Fleet Services Building, Garland, Texas – 25,100 sf interior remodel and a new 2,900 sf, interior mezzanine.

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ZACH WALKER VP - REGIONAL MANAGER

Zach oversees the projects and clients associated with the Fort Worth Office, as well as personnel including project managers, superintendents, and project engineers.

EDUCATION
Texas Tech University
Business

JOINED H&W
2021

JOINED INDUSTRY
2003

REFERENCE
Anne Hildenbrand
Brown Reynolds Watford Architects
214.538.8506
ahildenbrand@brwarch.com

Prosper Town Hall, Prosper, Texas – 45,000 sf, three-story town hall facility including public gathering space, library, administrative areas, and council meeting space.

Montgomery County ESC Fire Station, The Woodlands, Texas – 25,000 sf, two-story, three-bay fire station with sleeping quarters and emergency response spaces.

Weatherford ISD 2015 Bond Program, Weatherford, Texas – A large bond package touching every campus for Weatherford ISD including a 165,000 sf middle school replacement.

Prosper High School #3, Prosper, Texas – 595,000 sf, three-story high school including a competition gymnasium, baseball complex, and an indoor practice facility.

Arlington ISD Additions and Renovations, Arlington, Texas – 651,000 sf total renovations and additions for an elementary school, four junior high schools, and a high school.

Mansfield ISD 2017 Bond, Mansfield, Texas – 254,000 sf total projects including multi-purpose athletic complexes at four high schools, upgrades to the district police building, and a new middle school.

PAST WORKING RELATIONSHIPS WITH KEY PROJECT TEAM MEMBERS

25. Provide information relative to your firms past working relationships with key project team members (City of Celina Employees, Architect, etc.)

Hill & Wilkinson has successfully constructed several projects for the City of Celina in the past, including the Celina City Buildings Renovations, Celina City Hall Remodel, Celina Kirk Hall, Celina Public Works 106, Celina Temp Office, and Celina City Hall Renovations Phase 2.

We have a strong working relationship with several City of Celina employees, including Kimberly Brawner.

CELINA PROJECTS
7 PROJECTS
$7.9M+ VOLUME

INSURANCE

26. Insurance meeting all the listed requirements must be maintained during the duration of the project. Acknowledge below that your firm has or will have in place the required insurance, if awarded.

Hill & Wilkinson acknowledges that we have insurance meeting all the listed requirements that will be maintained throughout the duration of the project.

INSURANCE STATEMENT

27. Provide a statement below that you have and will maintain the required insurance.

Hill & Wilkinson has the required insurance and will maintain it throughout the project duration.

EXCEPTIONS / NOTES:

28. List below any exceptions or notes regarding the bid response.

N/A

RESPONSE TIME

29. What will be the turnaround time for written responses to City inquiries?

We anticipate a same-day turnaround for written responses to City inquiries.

30. How much advance notice do you need to appear at a City meeting?

We request an advance notice of at least 24 hours to appear at City meetings.

Attachment: 2022-0125 CMAR Partially Executed Agreement (CMAR Service for Senior Center)

2022-0125 Addendum 1
Hill & Wilkinson General Contractors
Supplier Response

Event Information

Number: 2022-0125 Addendum 1
Title: CMAR - Downtown Senior Center Improvements
Type: RFQ
Issue Date: 1/31/2022
Deadline: 2/18/2022 10:00 AM (CT)
Notes: The City of Celina is accepting proposals from qualified construction firms to provide Construction Manager-At-Risk Services, necessary for the construction of the Downtown Senior Center Construction in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (RFP). This RFP provides interested firms with the information necessary to prepare and submit their qualifications, general conditions pricing, and fee for consideration.
Construction of the senior center that will include utilities infrastructure, parking lot paving, sidewalks, irrigation, landscaping, fencing, demolition and construction of building interior as described in the plan set.
Budget: $1,800,000

Contact Information

Contact: Dawn Berry
Address: Purchasing

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City Hall
142 N. Ohio
Celina, TX 75009
Phone: (469) 813-4194
Email: dberry@celina-tx.gov

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Hill & Wilkinson General Contractors Information

Address: 2703 Telecom Parkway
Suite 120
Richardson, TX 75082
Phone: (214) 299-4300

Undersigned affirms:

1. They have read and understand the requirements of this request;

2. They are duly authorized to sign and submit this response on behalf of the firm named in this submittal.

3. The proposal has not been prepared in collusion with any other proposer, and that the contents of the proposal as it relates to the pricing, terms or conditions of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Monica Allen
Signature

mallen@hwgc.com
Email

Submitted at 2/18/2022 9:24:22 AM

Requested Attachments

Financial Statement — 2020 Audited Financials_USE.pd

Upload a copy of your most recent audited statement. Include the letter to management and the statement.

Statement of Qualifications — HWGC_City of Celina_CMAR Downtown Senior Center Improvements_Shem_February 2022.pd

Complete the SOQ form located in the Attachments Tab and upload here.

CIQ - Conflict of Interest — CIQ_2.pd

Complete the CIQ form located in the Attachments Tab and upload here.

W9 — 2021 HW W9.pd

Complete the Form located in the Attachments Tab and upload here.

Response Attachments

HWGC_2022 Master Insurance Certificate.PDF

Insurance Certificate

Bid Bond.pdf

Hill & Wilkinson Bid Bond

Cover Letter_City of Celina_Senior Center_Shem_February 18 2022.pdf

Cover Letter

Bid Attributes

1	**Electronic Submission** ***The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.***

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2	**Bid Acceptance** All bids will remain subject to acceptance for a period of 90 days.
3	**Insurance** By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract. ☑ I agree and will maintain the required insurance. (I agree and will maintain the required insurance.)
4	**Bid Acceptance** All bids will remain subject to acceptance for a period of 90 days.
5	**SB 252** By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will provide supplies or services to a foreign terrorist organization. ☑ I certify that the statement is accurate and true. (I certify that the statement is accurate and true.)
6	**HB 89 ISRAEL** By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract. ☑ I certify that the statement is accurate and true. (I certify that the statement is accurate and true.)
7	**Debarment and Suspension** By checking the box, I, the authorized representative for the submitting firm, hereby certify that neither the firm nor its principals are suspended or debarred by a Federal agency or an agency of State of Texas. ☑ I certify that the statement is accurate and true. (I certify that the statement is accurate and true.)
8	**SB 13 Boycotting Energy Companies** By checking the box, I the authorized representative for the submitting firm certify for this solicitation that: 1. My firm does not boycott energy companies; and 2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract. ☑ I certify that the statement is accurate and true. (I certify that the statement is accurate and true.)
9	**SB 19 Firearm and ammunition industries** I certify as the respondent and submitter for this solicitation that: 1. I am the person responsible in my firm and named in this bid response. 2. I do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and 3. I will not discriminate during the term of the contract against a firearm entity or firearm trade association. ☑ I certify that the statement is accurate and true. (I certify that the statement is accurate and true.)
10	**Felony Conviction** State in the space provided one of the following: 1. My firm is a publicly held corporation, therefore this reporting requirement is not applicable. 2. My firm is **NOT** owned or operated by anyone who has been convicted of a felony. 3. My firm is owned or o9perated by the following individual(s) who has/have been convicted of a Felony. Include the individual(s) name and details of the conviction. My firm is NOT owned or operated by anyone who has been convicted of a felony.

Attachment: 2022-0125 CMAR Partially Executed Agreement (CMAR Service for Senior Center)

11

Environmental Laws

By acknowledgement below, the awarded vendor agrees to abide by all Federal, State and Local environmental laws including but not limited to the following:

Air Emissions

- Strive to minimize vehicle & equipment idling and shall comply with any current or future ordinance regarding idling.
- Ensure their staff is trained in the proper use of handling all materials and chemicals in order to minimize air emissions.
- Avoid open burning of waste materials.
- Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

Drainage

- Do not pump or dump water containing contaminated materials into waterways, sewer or drainage systems.

Dust Control

- Keep public roadways clean and free of mud unless closed to through traffic in accordance with authorized traffic control plans.
- Install a Mud Mat at the construction access site.

Energy Consumption

- Use energy efficient equipment and work practices (turn off lights and equipment when not in use) when undertaking work on City projects.

Erosion & Sedimentation Control

- Ensure work near water and environmental sensitive areas follows all requirements and permits.
- Be responsible for implementing and maintaining erosion and sediment control measures, when required by specification.

Spill Prevention

- All spills must be reported immediately and proper reporting to all required agencies including City staff.
- All spills shall be controlled, contained, and cleaned as soon as possible.

Waste Management

- When possible, contractors and supplies should employ the "reduce, reuse, and recycle", principles when working on the City projects to help minimize the amount of waste produced and sent to the landfill.
- Do not bury waste materials.
- All waste shall be disposed of per Federal, State, and Local laws & regulations.

Management of Chemicals

- Hazardous materials brought to and removed from a work site shall be managed in accordance with all Federal, State and local laws & regulations.
- All containers must be properly labeled.
- All paint is low-odor, low VOC.
- Material Safety Data Sheets must be maintained on site.

Noise

- Minimize noise onsite resulting from work activities whenever practical.
- Adhere to required working hours.
- Use vehicles and equipment with properly working muffling devices.

Hill & Wilkinson acknowledges this.

Attachment: 2022-0125 CMAR Partially Executed Agreement (CMAR Service for Senior Center)

12 **Noise Ordinance**

Article 8.04 sets time limits for noise during construction. Specifically,

8) Construction activities. Construction and construction related activities within the city **shall not begin earlier than 7:00 a.m. nor continue after 7:00 p.m. on any day.** The construction related activity includes but is not limited to the maintenance, servicing and fueling of construction equipment The delivery of construction related materials and/or equipment shall also be limited to the above noted hours. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. At locations where voluntary compliance is not being observed the city may issue written stop-work orders or may issues citations if it is determined that a violation of the ordinance exists. (Ordinance 2020-53 adopted 8/11/2020)

Hill & Wilkinson acknowledges this.

13 **Noise Ordinance**

Article 8.04 sets time limits for noise during construction. Specifically,

8) Construction activities. Construction and construction related activities within the city **shall not begin earlier than 7:00 a.m. nor continue after 7:00 p.m. on any day.** The construction related activity includes but is not limited to the maintenance, servicing and fueling of construction equipment The delivery of construction related materials and/or equipment shall also be limited to the above noted hours. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. At locations where voluntary compliance is not being observed the city may issue written stop-work orders or may issues citations if it is determined that a violation of the ordinance exists. (Ordinance 2020-53 adopted 8/11/2020)

14 **Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

Hill & Wilkinson has no exceptions to the general terms and conditions provided. Otherwise, Hill & Wilkinson assumes that their current contract terms with the City of Celina would apply.

15 **Liquidated Damages**

Liquidated Damages will be applied as follows.

Amount of Contract	Amount of Liquidated Damages
Less than $500,000	$500 per day
$500,000 to $1,000,000	$1,000 per day
$1,000,000 to $5,000,000	$2,000 per day
Greater than $5,000,000	$3,500 per day

16 **Celina Design and Construction Standards**

https://www.celina-tx.gov/1069/Engineering-Design-and-Construction-Stan

Attachment: 2022-0125 CMAR Partially Executed Agreement (CMAR Service for Senior Center)

17 **Retracting Your Bid - Making Modifications after submission.**

Modification to or Withdrawal of Submission
Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by retracting the response. To modify a submission prior to the submission deadline:

1. Log into your account, click the retract link at the top of the page.
    - Select "NO BID" if you are choosing **not** to re-submit; or
    - **Make the required changes and resubmit your response.**
    - See the help section in the top right of the window for further details.

18 **ACH - Construction**

All payments for this contract will be made via ACH with the exception of contracts with less than three payments. ACH form is attached. Please complete the form, submit to the email address on the form.

19 **Sub-Contractor Payments**

All contracts in which there is a subcontractor involved, must agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

Provide a statement that you agree to this requirement.

Hill & Wilkinson acknowledges this.

20 **Procore**

The City of Celina utilizes Procore Software to manage construction projects. **All communication including RFI's, submittals including payment application and change orders, as well as project scheduling will be submitted and processed electronically through the software.**
Please acknowledge below your agreement to use Procore for these items.

☑ I agree to utilize the City's Procore Software. (I agree to utilize the City's Procore Software.)

21 **Reference 1**

Include Company Name, Contact, service provided, email and phone #.

Andy Henning
City of Grand Prairie
Direct Phone: 972.237.8274
Email: ahenning@gptx.org
Provided General Contracting Services

22 **Reference 2**

Include Company Name, Contact, service provided, email and phone #.

Barton Drake
VAI Architects
Direct Phone: 972.934.8888
Email: bdrake@vaiarchitects.com
Provided General Contracting Services

23 **Reference 3**

Include Company Name, Contact, service provided, email and phone #.

Eric Becker
Automation Integration
Direct Phone: 214.432.5981
Cell: 214.707.820
Email: eric@automationintegration.net
Provided General Contracting Services

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24 Reference 4

Include Company Name, Contact, service provided, email and phone #.

Ginny Holliday
City of Garland
Direct Phone: 972.205.4080
Email: gholliday@garlandtx.gov
Provided General Contracting Services

25 Reference 5

Include Company Name, Contact, service provided, email and phone #.

Drew Pennywell
City of Burleson
Direct Phone: 817.426.9638
Email: dpennywell@burlesontx.com
Provided General Contracting Services

26 Addendum 1

Please acknowledge receipt of addendum 1.

☑ I acknowledge receipt of Addendum 1. (I acknowledge receipt of Addendum 1.)

Bid Lines

1 Pre-Construction Fee

Quantity: 1 UOM: EA Price: $2,500.00 Total: $2,500.00

2 Construction Services Fee

(Line excluded from response total)

Quantity: 1 UOM: Percentage Total: 2.95%

Response Total: $2,500.00

Attachment: 2022-0125 CMAR Partially Executed Agreement (CMAR Service for Senior Center)

LEGAL NOTICE

Life Connected.

City of Celina (Owner) is requesting qualifications for construction management services for:

CMAR SERVICES DOWNTOWN
SENIOR CENTER BUILDING IMPROVEMENTS
RFP 2022-0125

Bids will be received at the office of the Purchasing Manager located at 142 N. Ohio Street, Celina, TX 75009, until **10:00 AM on February 18, 2022** local time. At that time, all responses received will be publicly opened and electronically posted to the website www.celina-tx.gov/bids.

SCOPE OF WORK

The City of Celina is soliciting Statements of Qualifications and proposals from qualified construction firms to provide Construction Manager-At-Risk Services, necessary for the construction of City of Celina Senior Center Building Improvements, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (RFP). This RFP provides interested firms with the information necessary to prepare and submit their qualifications, general conditions pricing, and fee for consideration.

Obtaining the Bidding Documents

In order to participate, bidders must register as a vendor with the City's eProcurement system. Register to receive automatic bid notices, view current bids, or submit a response. Register at www.celina-tx.gov/bids. **There are no fees to view or participate in this procurement process.**

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

Prospective Bidders are urged to register as a vendor and become a plan holder, even if Bidding Documents are obtained from a source other than the designated website in either electronic or paper format. The City's eProcurement website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the eProcurement website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the City's eProcurement website.

Prospective Bidders may examine or download the Bid Documents anytime online through the eProcurement website.

All questions shall be submitted through the eProcureme
nt system.

Owner anticipates that the Project's total bid price will be approximately $1,800,000.00. The Project has an expected duration of 220 Calendar Days.

Bidders must submit with their bids a bid bond in the amount of five thousand dollars, from a reliable Surety Company as guarantee that the Bidder will enter into a contract and execute bond and guarantee forms provided within ten (10) days after notice of award of contract. **Checks will not be accepted.**

The successful Bidder must furnish performance, payment and maintenance bonds each in the amount of 100 percent of the contract price from an approved Surety Company holding a permit from the State of Texas, to act as Surety and be acceptable according to the latest list of companies holding certificates of authority from the Secretary of Treasury of the United States, or other Surety or Sureties acceptable to the Owner.

The Owner reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating the price in the bids, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit prices will be considered sufficient cause of rejection of any bid or bids.

Bidders are expected to inspect the site of the work and to inform themselves regarding conditions under which the work is to be done.

City of Celina has adopted prevailing wage rates for Collin County and uses the most current listing.

This Advertisement is issued by:

Dawn Berry, CPPB
Director of Purchasing

Attachment: 2022-0125 CMAR Partially Executed Agreement (CMAR Service for Senior Center)

Event Number	2022-0125 Addendum 1	**Organization**	City of Celina eBid
Event Title	CMAR - Downtown Senior Center Improver	**Workgroup**	Purchasing
Event Type	RFQ	**Email**	dberry@celina-tx.gov
Issue Date	1/31/2022 06:12:56 PM (CT)	**Phone**	(469) 813-4194
Close Date	2/18/2022 10:00:00 AM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
AUI Partners, LLC	FT WORTH	TX	2/18/2022 08:45:16 AM (CT)	2	$0.01
HBA Design Build, LLC	Celina	TX	2/17/2022 07:05:30 PM (CT)	2	$1.00
Hill & Wilkinson General Contra	Richardson	TX	2/18/2022 09:24:22 AM (CT)	2	$2,500.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

This summary reflects all submissions received. This document acknowledges receipt of the submission and does not acknowledge responsiveness or acceptance. The City will review and determine the responsiveness based on applicable laws, procurement policy and specifications. The City provides notification to the successful firm in writing and inspection of all submissions is available at that time.

Attachment: Bid Tabulation by Supplier Spreadsheet (CMAR Service for Senior Center)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: May 10, 2022
Re: Celina Road Pump Station Phase 3

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

Background Information:
On April 26, 2022, the City received responses to bid 2022-0100 for construction services for Celina Road Pump Station phase 3. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred ninety vendors were notified. Four No-Bids and four responses were received.

An initial review was completed by Purchasing and forwarded to staff and the engineer of record. The engineer reviewed the submittals and verified references.

Construction time is 240 calendar days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Tab Sheet
Agreement

Staff Recommendation:
Award Bid # 2022-0100

				Austin Infrastructure		Felix Construction		Archer Western Construction		Udelhoven, Inc.	
				Total Price	$2,100,580.00	Total Price	$2,383,153.00	Total Price	$2,926,180.00	Total Price	$2,978,141.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Celina Road Pump Station Improvements	1	LS	$1,510,000.00	$1,510,000.00	$1,983,515.00	$1,983,515.00	$2,492,000.00	$2,492,000.00	$2,477,203.00	$2,477,203.00
2	PLC HMI AND SCADA PROGRAMMING	1	LS	$250,000.00	$250,000.00	$92,258.00	$92,258.00	$80,300.00	$80,300.00	$186,760.00	$186,760.00
3	REMOVE EXISTING CAP AND CONNECT TO EXISTING 36 INCH WATER LINE	1	LS	$4,000.00	$4,000.00	$13,000.00	$13,000.00	$35,100.00	$35,100.00	$956.00	$956.00
4	Design and Implement Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$35,000.00	$35,000.00	$3,500.00	$3,500.00	$12,500.00	$12,500.00	$4,317.00	$4,317.00
5	Trench Safety System development, design, and implementation as required by the Occupational Safety and Health Administration and the assumption of responsibility for system, complete and in place	1	LS	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$9,167.00	$9,167.00
6	Cash Allowance - Two Vertical Split Case Pumps, Motors, and Electrical Gear. Enter $261,580 into the unit price field.	1	LS	$261,580.00	$261,580.00	$261,580.00	$261,580.00	$261,580.00	$261,580.00	$261,580.00	$261,580.00
7	Design and Construction an On-Site Septic Facility (OSSF) and associated Improvements.	1	LS	$35,000.00	$35,000.00	$28,300.00	$28,300.00	$42,700.00	$42,700.00	$38,158.00	$38,158.00

Attachment: Bid Tabulation by Line (Celina Rd Pump Station Phase 3, Bid 2022-0100)

Line #
1
2
3
4
5
6
7

Attachment: Bid Tabulation by Line (Celina Rd Pump Station Phase 3, Bid 2022-0100)

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **Austin Infrastructure** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby 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:

City of Celina
Coit Road Pump Station Phase 3
BID 2022-0100
PROJECT W49

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:

The construction project includes:

This project includes removal and replacement of two (2) existing pumps, associated electrical equipment, and piping at the existing Celina Road Pump Station. The Work will also include an On-Site Septic System (OSSF) design and construction including the addition of a new lift station pump, controls, and force main to a new septic tank and drain field.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **TRC Engineers, 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 210 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 240 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 ***$2,000*** for each day that expires after the time

Attachment: 00-410 - Agreement - Celina Road PS Phase 3 (Celina Rd Pump Station Phase 3, Bid 2022-0100)

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 ***$2,000*** 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.

For all Work other than Unit Price Work, a Lump sum of: $2,100,580.00

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.

Attachment: 00-410 - Agreement - Celina Road PS Phase 3 (Celina Rd Pump Station Phase 3, Bid 2022-0100)

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.

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 in their entirety:

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. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

Attachment: 00-410 - Agreement - Celina Road PS Phase 3 (Celina Rd Pump Station Phase 3, Bid 2022-0100)

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. Are attached to this Agreement (except s 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;

Attachment: 00-410 - Agreement - Celina Road PS Phase 3 (Celina Rd Pump Station Phase 3, Bid 2022-0100)

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.

EXECUTED in single or multiple originals with an effective date of **May 10, 2022.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
Jason Laumer, City Manager	Printed Name & Title
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment: 00-410 - Agreement - Celina Road PS Phase 3 (Celina Rd Pump Station Phase 3, Bid 2022-0100)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Linda Majeed, City Engineer
Date:	May 10, 2022
Re:	North Preston Rd WL Easement & Appraisal Services

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

Background Information:
Work order includes easement acquisition, appraisal, title reports and right of entry.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call services.

Alternatives:
Council may reject the authorization and direct staff.

Financial Considerations:
Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Work Order

Life Connected.

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Specialty Land Services LLC		
Consultant Project #:	W51		
Project Name:	North Preston Road 18 WL Marble St to CR 106		
Purchase Order#		**Project #(s)**	W51

INVOICE SUBMITTAL

Billing Period:	
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Preston Rd WL Easements, Appraisals, Title Reports, Right of Entry**
2. **Compensation:** **$57,325.00 – Cost breakdown attached as Exhibit B**
3. **Timeline:** **N/A**

Attachment: Specialty Land Service Work Order (N. Preston Rd Water Line Easements)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
	Signature
Dawn Berry, Purchasing Manager	Buddy Minett – President
Date	4/5/22 Date

Attachment: Specialty Land Service Work Order (N. Preston Rd Water Line Easements)

Exhibit B
Easement/ROW Parcel List

PROP ID	Owner	Legal Description	Billing Description	Billing Fee
2719544	BLUERISE CAPITAL LLC	ABS A0299 G W ESTES SURVEY, TRACT 5, 12.374 ACRES	Right of Entry	$ 500.00
			Appraisal	$ 4,100.00
			Title Report	$ 1,000.00
			PWE; TCE	$ 2,500.00
2121275	PRESTON 51 CR 102 LP	ABS A0503 THOMAS KENDALL SURVEY, TRACT 2, 50.764 ACRES	Right of Entry	$ 500.00
			Appraisal	$ 4,100.00
			Title Report	$ 1,000.00
			PWE; TCE	$ 2,500.00
985580	O'DELL RANDY KEITH ETAL	ABS A0503 THOMAS KENDALL SURVEY, TRACT 3, 52.235 ACRES	Right of Entry	$ 500.00
			Appraisal	$ 4,100.00
			Title Report	$ 1,000.00
			PWE; TCE	$ 2,500.00
985553	S F COLLIN COUNTY LLC	ABS A0503 THOMAS KENDALL SURVEY, TRACT 1, 51.829 ACRES	Right of Entry	$ 500.00
			Appraisal	$ 4,100.00
			Title Report	$ 1,000.00
			PWE; TCE	$ 2,500.00
2121991	MERRITT JOE A REVOCABLE TRUST	ABS A0810 W W SHAWER SURVEY, TRACT 12, 9.245 ACRES	Right of Entry	$ 500.00
			Appraisal	$ 4,100.00
			Title Report	$ 1,000.00
			PWE; TCE	$ 2,500.00
1225301	Henderson Jerry Gene-Le Henderson Jerry Scott & Lori	ABS A0810 W W SHAWER SURVEY, TRACT 13, 5.246 ACRES	Right of Entry	$ 500.00
			Appraisal	$ 4,100.00
			Title Report	$ 1,000.00
			PWE; TCE	$ 2,500.00
986437	Henderson Jerry Gene-Le Henderson Jerry Scott & Lori	ABS A0810 W W SHAWER SURVEY, TRACT 3, 4.0 ACRES	Right of Entry	$ -
			Appraisal	$ -
			Title Report	$ -
			PWE; TCE	$ 625.00

Attachment: Specialty Land Service Work Order (N. Preston Rd Water Line Easements)

2121989	WIGINTON BOBBY & DEANNA	ABS A0810 W W SHAWER SURVEY, TRACT 1, 5.337 ACRES	Right of Entry	$ 500.00
			Appraisal	$ 4,100.00
			Title Report	$ 1,000.00
			PWE; TCE	$ 2,500.00
			Total	**$ 57,325.00**

Attachment: Specialty Land Service Work Order (N. Preston Rd Water Line Easements)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Lilyana- Development Agreement

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

Background Information:
Per the Hillwood South Development agreement which was originally signed between the city of Celina and Celina Development LLC in 2015 and amended in 2018. The City's contribution for the eastern lanes of Coit Road, adjacent to Lilyana Phase 5 (the "Phase 5 Roadway), per Section 5.01(d) of the Development Agreement, as amended by Section 2.8 of the First Amendment, is 55%.

Pursuant to Section 5.02(a) of the above-referenced Development Agreement (DA), Celina Development was to notify the city 180days prior to start of construction. The city was notified on August 3, 2021, about the intent to commence construction of the Phase 5 Roadway. This was originally estimated to $2,183,909.65 based on the design engineer's opinion of probable construction cost (OPCC) and was presented to council last month (4/12/2022). Celina Development has since received actual construction pricing which is greater than the cost originally presented in the amount of $2,989,450.90.

The DA required a 5 feet wide sidewalk on the east side of Coit road which conflict the 10feet sidewalk currently required on major thoroughfare (6/4lanes roads). Hence, the city requested for the upsizing of the sidewalk at the city's sole cost ($182,085.00).

Additionally, the city requested for the road to the Elementary School #13 (Prosper Independent School District); Marigold Lane to be widened from 31 feet back-to-back to 37feet back-to-back to accommodate future school traffic. This upsize was also borne 100% by the city (48,451.09).

These add-ons bring the total amount to be contributed by the city to **$3,219,987.00** including 10% contingency.

The City's contribution will be paid from the 2022 bond obligation and the Celina Development has been notified.

Supporting Documents:

- Notice of Intent of start of construction
- Developers Agreement

Staff Recommendation:

Staff recommends approval as presented.

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(Wells South Tract)

This First Amendment to the Amended and Restated Development Agreement (this "Amendment") is made and entered into by and between the City of Celina, Texas (the "City"), a home rule municipality located within Collin County, Texas, and Celina Development, LLC, a Texas limited liability company (the "Owner"), each a "Party" and collectively the "Parties" to be effective on Feb 13, 2018 (the "Effective Date").

ARTICLE I
RECITALS

WHEREAS, Celina Development, LLC owns the approximately 400-acre tract of land described by metes and bounds on **Exhibit A** (the "Property"); and

WHEREAS, this Amendment amends that certain Amended and Restated Development Agreement between the City and the George White Family Limited Partnership approved by the City on September 8, 2015 governing the Property (the "Original Development Agreement"); and

WHEREAS, the George White Family Limited Partnership assigned all of its obligations, rights, title, and interest in the Original Development Agreement to Celina Development, LLC, which assignment was effective on or about January 2, 2016; and

WHEREAS, Celina Development, LLC is now the "Owner" for all purposes under the Original Development Agreement and all amendments thereto; and

WHEREAS, this Amendment also amends and replaces in its entirety that certain Fee Agreement between the City and the Owner approved by the City Council on November 14, 2017, which agreement shall be of no further force or effect from and after the Effective Date of this Amendment; and

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Original Development Agreement unless otherwise defined herein; and

WHEREAS, the Parties desire to amend the Original Development Agreement to modify certain roadway obligations, trail construction obligations, and development fees; and

WHEREAS, the Owner intends to convey an approximately 11-acre tract of land within the Property to the Prosper Independent School District for development and use as a public elementary school, and the City acknowledges that a public elementary school is a permitted use of the Property.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner hereby agree as follows:

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

ARTICLE II
MISCELLANEOUS PROVISIONS

2.1. Except as modified by this Amendment, the terms and conditions of the Original Development Agreement shall remain in full force and effect.

2.2 The recitals contained in this Amendment are true and correct as of the date of this Amendment and form the basis upon which the Parties negotiated and entered into this Amendment.

2.3 Section 5.01(c) of the Original Development Agreement is amended in its entirety to read as follows:

> *(c) The Owner agrees to submit construction drawings to the City for portions of the CR-83 and Coit Road improvements adjacent to the Property, as described and depicted on Exhibit L, and to construct such improvements concurrently with the platting and development of adjacent portions of the Property for single family homes following the City's annexation of, and acquisition of right-of-way and easements needed from third parties for, the full width of the applicable portions of CR-83 and Coit Road, as well as the City's approval of the construction drawings and issuance of all required permits. Such construction drawings may be a separate submittal from the plat for the adjacent portions of the Property. The Coit Road improvements include 100 percent of the four-lane Coit Road alignment bisecting the Property and 50 percent of the two-lane Coit Road alignment shared by adjacent owners (along a portion of the southwest Property boundary). Two of the four-lane Coit Road improvements bisecting the Property will be constructed concurrently with the platting and development of adjacent portions of the Property for single family homes (i.e., if one side of Coit Road is platted, such plat does not trigger the construction obligation for all four lanes). Development of a school site shall not trigger the requirements of this section.*

2.4 The Owner agrees to construct a temporary connection from the proposed public elementary school site to CR 83 as shown on the attached **Exhibit B** not later than 60 days prior to school opening. The temporary connection shall be reinforced concrete constructed to City standards and shall generally follow the City Standard section of Collector Street "2LC" as shown on the City's standard details attached as **Exhibit C**. However, if drainage can be accommodated by drainage ditches, it shall be acceptable given the temporary nature of this roadway. Upon completion of the temporary connection in compliance with this Section 2.4, the City agrees to issue the Owner a letter of acceptance acknowledging that the temporary connection has been completed to the City's satisfaction, and that the city will own and maintain this temporary connection until the permanent connection has been completed and accepted by the City, at which time the City agrees to abandon the temporary connection. The permanent connection shall be made by the Owner when Coit Road is constructed.

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

2.5 Section 3.06(a) of the Original Development Agreement is amended in its entirety to read as follows:

(a) Except as specifically described below in this Section 3.06, the Owner shall be subject to those lawfully adopted fees and charges in effect on the Effective Date of the Original Development Agreement that are due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, permit fees and inspection fees. No fee increases or additional fees, including, but not limited to, technology fees, adopted after the Effective Date of the Original Development Agreement shall apply.

2.6 Section 3.06(c) of the Original Development Agreement is amended in its entirety to read as follows:

(c) Notwithstanding anything to the contrary in this Section 3.06 or the Governing Regulations, no capital recovery fees including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, and other capital recovery fees, shall be charged against the Property other than the following:

(i) Park fees in the amount of $1,500 per residential dwelling unit.

(ii) Water capital recovery fees in the amount of $2,000 per residential dwelling unit.

(iii) Sewer/wastewater capital recovery fees in the amount of $2,000 per residential dwelling unit.

(iv) Capital recovery fees for roadways ("Roadway Fees") in the amount of $1,500 per residential dwelling unit within Phase 1 of the Property (as reflected on the approved and recorded final plat for phase 1 of the Property) and $2,000 per residential dwelling unit within all future phases of the Property.

All of the fees described by this Section 3.06(c) shall be assessed in the same manner as these fees are collected by the City for other residential developments for which the City issues building permits. Impact fees shall be collected at the time of building permit issuance. Notwithstanding anything to the contrary in this Agreement, the Owner may take advantage of a reduction in City fees as permitted by Texas Local Government Section 245.002(d).

2.7 Section 3.06(d) of the Original Development Agreement is amended in its entirety to read as follows:

(d) In addition to the fees described above, because the Off-Site Utility Debt defined in Section 6.04 below took the form of City-issued

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

certificates of obligation, the Owner made a one-time escrow deposit with the City in an amount not to exceed $895,000 financed at the same interest rate as the first series of PID Bonds (the "Escrow Funds") as required by the Original Development Agreement. The Escrow Funds were paid when the City made available to Hillwood the proceeds of the first series of PID Bonds. The City shall use the Escrow Funds only for roadway improvements adjacent to or within the boundaries of the Property or the Bluewood development project. If the Escrow Funds have not been used prior to the expiration of the Term, any remaining Escrow Funds will be reimbursed to the Owner.

2.8 Notwithstanding anything to the contrary in the Original Development Agreement, the City shall fund 55 percent of the cost of each of the Road Improvements in accordance with the terms of the Original Development Agreement, except as otherwise provided in this Section 2.8 for phase 1 of the CR 84 Road Improvements. Notwithstanding the September 13, 2017 written notice from the Owner to the City stating the Owner's intent to commence construction of CR 84 and referencing the City's contribution of 44 percent, the City agrees to (a) pay 55 percent of the cost of phase 1 of the CR 84 Road Improvements, the scope and estimated cost of which are set forth on the attached **Exhibit D**; (b) deposit such amount in escrow no later than 30 days after the Effective Date of this Amendment; and (c) provide the Owner with the applicable information regarding the escrow account upon making such deposit. The City agrees that all requirements for the Owner to provide notice of such phase 1 CR 84 Road Improvements have been fully satisfied. In the event of a conflict between Exhibit L of the Original Development Agreement and this Section 2.8 and the attached **Exhibit D**, this Section 2.8 and the attached **Exhibit D** shall control. Nothing in this Amendment shall be construed to modify the City's existing obligation under section 5.02(c) of the Original Development Agreement to reimburse to Hillwood $1,000,000 from the payment of the first $1,000,000 of Roadway Fees assessed and collected from the Property.

2.9 The City shall have the right to approve any contract for the construction of Public Improvements if the cost of the Public Improvement pursuant to the contract is $250,000 or greater and the City is funding a portion of the cost of such Public Improvement. Such review shall be completed within ten business days, and approval of construction contracts shall not be unreasonably withheld, conditioned, or delayed. This Section 2.9 shall not apply to any construction contract for CR 84 executed prior to the Effective Date of this Amendment.

2.10 The Owner agrees to construct a trail that is a minimum of ten feet in width along the overhead electric easement and along the drainage easement to FM 1461, as shown on the revised Conceptual Open Space and Trail Plan attached hereto as **Exhibit E**, in lieu of the six-foot wide trail shown on Exhibit D, Attachment 5 (Conceptual Open Space and Trail Plan) of the Original Development Agreement.

2.11 Coit Road construction shall be in accordance with the street section attached hereto as **Exhibit F**, which provides for two 11-foot drive lanes and two five-foot bike lanes and nine-inch thick concrete. The costs to design and install lighting and

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

landscaping in the median of Coit Road is part of the Coit Road project described in the Original Development Agreement; therefore, the cost of such items shall be shared in accordance with the terms of the Original Development Agreement and this Amendment. The Owner shall give the City at least one year's advance written notice of its intent to start construction of Coit Road.

2.12 CR 84 construction shall be in accordance with the street section attached hereto as **Exhibit G**, which provides for a 27-foot street with curb and gutter and an eight-foot sidewalk on the side of CR 84 adjacent to the Property. The City shall bear 100 percent of the cost of any utility relocation (wet or dry) associated with the construction of CR 84.

2.13 All future internal roads may be constructed as 29-foot roads instead of 31-foot roads in accordance with the street section attached hereto as **Exhibit H**.

2.14 Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Amendment shall be recorded in the deed records of Collin County, Texas.

2.15 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Amendment is authorized by Section 212.172 of the Texas Local Government Code.

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

2.17 The following Exhibits are attached to this Amendment and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of Temporary Connection
Exhibit C	Standard Details
Exhibit D	Estimated Cost and Scope of Phase 1 CR 84 Road Improvements
Exhibit E	Revised Conceptual Open Space and Trail Plan
Exhibit F	Street Section for Coit Road
Exhibit G	Street Section for CR 84
Exhibit H	Street Section for Internal Roads

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On Feb 16, 2018, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of Texas

VICKI J. FAULKNER
Notary Public
STATE OF TEXAS
My Comm. Exp. September 22, 2019

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

1560.017\64697.11

Celina Development, LLC
a Texas limited liability company

By: Elaine Ford

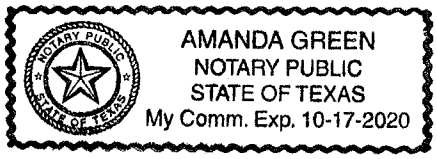
Name: Elaine Ford

Title: Senior Vice President

Date of Execution: 3-6-18

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on March 6, 2018, by Elaine Ford, Senior Vice President of Celina Development, LLC, a Texas limited liability company, on behalf of said company.



Notary Public in and for the State of Texas

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

Exhibit A
Property Description

(400 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest 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; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrianne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PKnail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

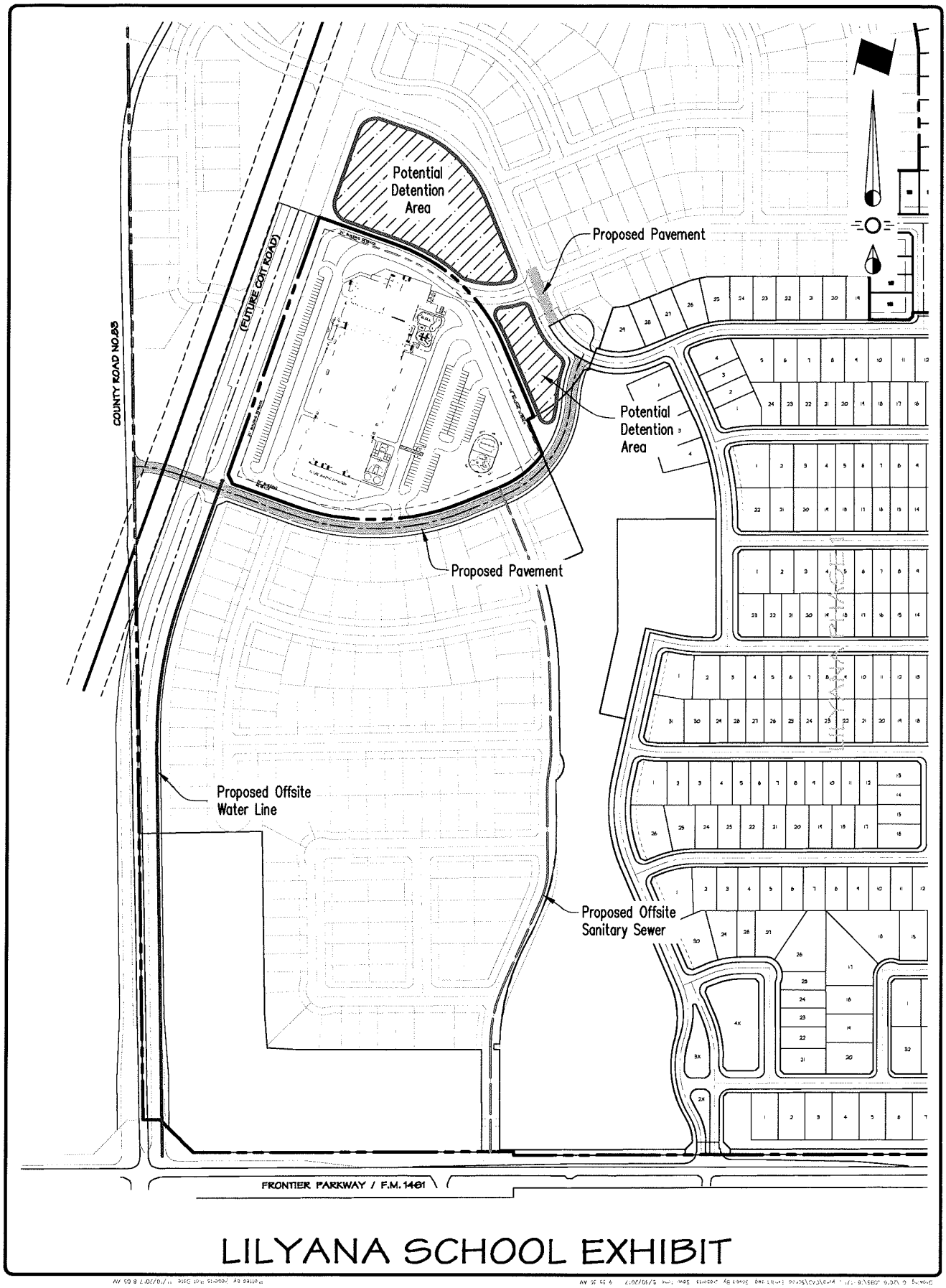
North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

Exhibit B
Depiction of Temporary Connection

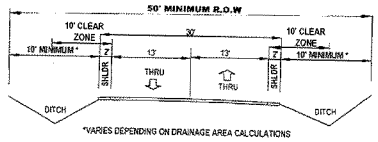
Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)



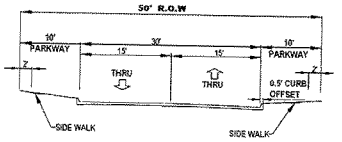
LILYANA SCHOOL EXHIBIT

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

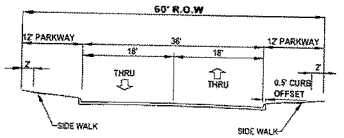
Exhibit C
Standard Details



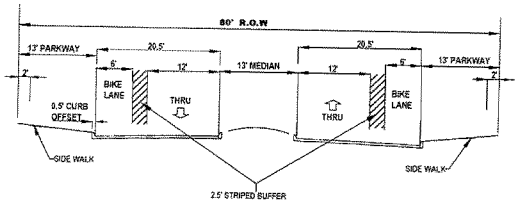
RURAL NEIGHBORHOOD STREET '2LRN'



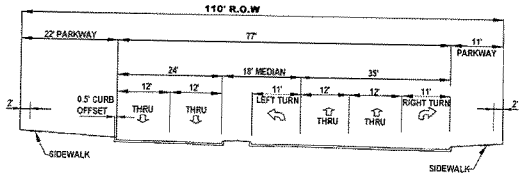
NEIGHBORHOOD STREET '2LN'



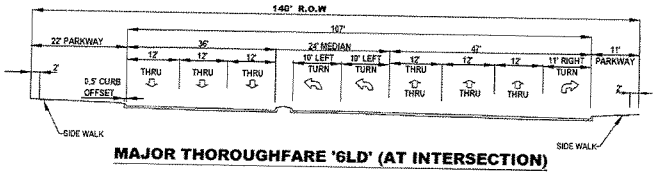
COLLECTOR STREET '2LC' AND RESIDENTIAL '2L'



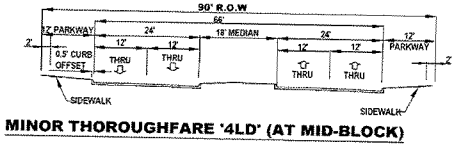
COLLECTOR STREET WITH BIKE LANES (2LCB)



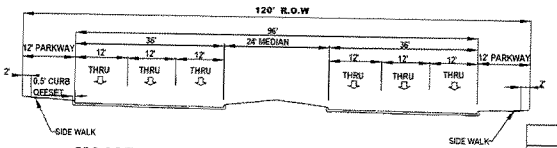
MINOR THOROUGHFARE '4LD' (AT INTERSECTION)



MAJOR THOROUGHFARE '6LD' (AT INTERSECTION)



MINOR THOROUGHFARE '4LD' (AT MID-BLOCK)



MAJOR THOROUGHFARE '6LD' (AT MIDBLOCK)

CITY OF CELINA
STREET DETAILS 1
STANDARD DETAILS

1560.017\64697.2

Packet Pg. 364

7.I.a

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

Exhibit D
Estimated Cost and Scope of Phase 1 of the CR 84 Road Improvements

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

Wells Road (CR 84) - Phase 1

	Description	Unit	Quantity	Unit Price	Total Cost
Erosion Control					
	Silt Fence	LF	4,546	$ 1.50	$ 6,819.00
	Curlex	LF	5,881	$ 1.15	$ 6,763.15
	Rock Check Dams	LF	75	$ 850.00	$ 63,750.00
	Inlet Protection	EA	6	$ 150.00	$ 900.00
	Broadcast Seeding	AC	2.1	$ 400.00	$ 852.15
	Total Erosion Control				**$ 79,084.30**
Excavation					
	Temporary Road Excavation	CY	2,389	$ 8.60	$ 20,545.40
	Roadway Excavation	CY	3,700	$ 2.35	$ 8,695.00
	East and West Parkway Excavation	CY	3,175	$ 8.60	$ 27,305.00
	Remove Temporary Road	SY	5,796	$ 20.00	$ 115,920.00
	Remove and Dispose of Driveway Culverts (RCP and CMP)	LF	213	$ 50.00	$ 10,650.00
	Remove & Dispose of Driveway Headwalls	EA	4	$ 50.00	$ 200.00
	Remove & Dispose of Asphalt Pavement	SY	6,721	$ 20.00	$ 134,420.00
	Remove & Dispose of Concrete Drives	SY	811	$ 20.00	$ 16,220.00
	Remove & Dispose of Gravel Drive	SY	44	$ 20.00	$ 880.00
	Remove & Replace Ex. Misc. Fencing	LS	1	$ 118,000.00	$ 118,000.00
	Clearing and Grubbing	AC	2.1	$ 1,200.00	$ 2,556.45
	Total Excavation				**$ 455,391.85**
Paving					
	6" Reinf. Concrete Pavement	SY	8,081	$ 34.00	$ 274,754.00
	6" Lime Stabilized Subgrade (2' outside back of curb)	SY	9,164	$ 3.50	$ 32,074.00
	8" Flex Base (Temporary Road)	SY	5,899	$ 20.00	$ 117,980.00
	7.5% Hydrated Lime (48 lbs/sy)	TONS	362	$ 155.00	$ 56,034.36
	Temporary Asphalt Pavement	SY	603	$ 50.00	$ 30,150.00
	Tensar TriAx Geogrid (Temporary Road)	SY	6,638	$ 3.00	$ 19,914.00
	Connect to Ex. Asphalt Pavement	LF	79	$ 15.00	$ 1,185.00
	Connect to Existing Concrete Pavement w/ Longitudinal Butt-Joint	LF	76	$ 15.00	$ 1,140.00
	Connect to Existing Drive w/ Longitudinal Butt-Joint	LF	115	$ 15.00	$ 1,725.00
	8' Sidewalk	SF	18,004	$ 5.25	$ 94,521.00
	Striping/Buttons	LS	1	$ 25,000.00	$ 25,000.00
	Traffic Control	LS	1	$ 75,000.00	$ 75,000.00
	Total Paving				**$ 729,477.36**
Water					
	Relocate Ex. Fire Hydrant to Other Side of Road	EA	2	$ 3,500.00	$ 7,000.00
	Adjust Ex. Gate Valve (Before Temp. Pavement Installation and After Temp. Pavement Removal)	EA	16	$ 500.00	$ 8,000.00
	Total Water				**$ 15,000.00**

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

	Description	Unit	Quantity	Unit Price	Total Cost
Storm Sewer					
	18" RCP (Class III)	LF	524	$ 48.50	$ 25,414.00
	21" RCP (Class III)	LF	140	$ 53.50	$ 7,490.00
	48" RCP (Class III)	LF	60	$ 162.50	$ 9,750.00
	10' Standard Curb Inlet	EA	6	$ 3,950.00	$ 23,700.00
	TxDOT PSET-SC (21" RCP)	EA	1	$ 2,000.00	$ 2,000.00
	TxDOT CH-PW-S Headwall (48" RCP)	EA	1	$ 6,200.00	$ 6,200.00
	12" Grouted Rock Rip-Rap	SY	37	$ 85.00	$ 3,145.00
	Extend Ex. 48" RCP	LF	24	$ 162.50	$ 3,900.00
	Remove 48" RCP Extension	LF	24	$ 50.00	$ 1,200.00
	Remove & Dispose of Drop Inlet	EA	1	$ 1,500.00	$ 1,500.00
	Trench Safety	LF	524	$ 0.10	$ 52.40
	Storm Sewer Line Testing and TV Insp.	LF	524	$ 1.25	$ 655.00
	Total Storm Sewer				**$ 85,006.40**
Street Signs					
	Street Name Signs	EA	1	$ 650.00	$ 650.00
	Speed Limit Signs	EA	1	$ 650.00	$ 650.00
	Stop Signs	EA	1	$ 650.00	$ 650.00
	Total Street Lights & Signs				**$ 1,950.00**
TOTAL HARD COST					**$ 1,365,909.91**
Soft Cost					
	Construction Material Testing (2%)				$ 27,318.20
	Engineering, Construction Staking, Admin.				$ 200,000.00
	Topo				$ 6,500.00
	City Inspection Fees (3%)				$ 24,884.51
	Maintenance Bond				$ 24,884.51
	TxDOT Permitting				$ -
	Construction/Final Plat				$ 5,000.00
	10% Contingency				$ 136,590.99
	Total Soft Costs				**$ 425,178.21**

TOTAL COST **$ 1,791,088.12**

HILLWOOD CONTRIBUTION (45%)					$ 805,989.65
CITY OF CELINA CONTRIBUTION (55%)					$ 985,098.47

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

Wells Road (CR 84) - Phase 1

1) Assumes dirt required for excavation will be imported from Lilyana Phase 2A-2.

2) Assumes 27' pavement section with curb and gutter.

3) Assumes no cost associated with offsite easements.

4) Assumes no moisture conditioning and no rock. A final geotech report will be needed to determine exact location and depth of moisture conditioning required as well as depth and type of rock.

5) Excavation, paving, storm sewer, water, and sanitary sewer unit prices in this estimate are based on recent bids from reputable contractors on Lilyana Phase 2A-1.

6) Assumes 8' sidewalk on west side of Wells Road (CR 84).

7) Assumes no tree mitigation or USACE mitigation.

8) Assumes no right turn lane, left turn lane, or road widening along FM 1461.

9) Assumes Wells Road (CR 84) Phase 1 will be constructed with Lilyana Phase 2A-1.

10) Assumes no landscaping or screening.

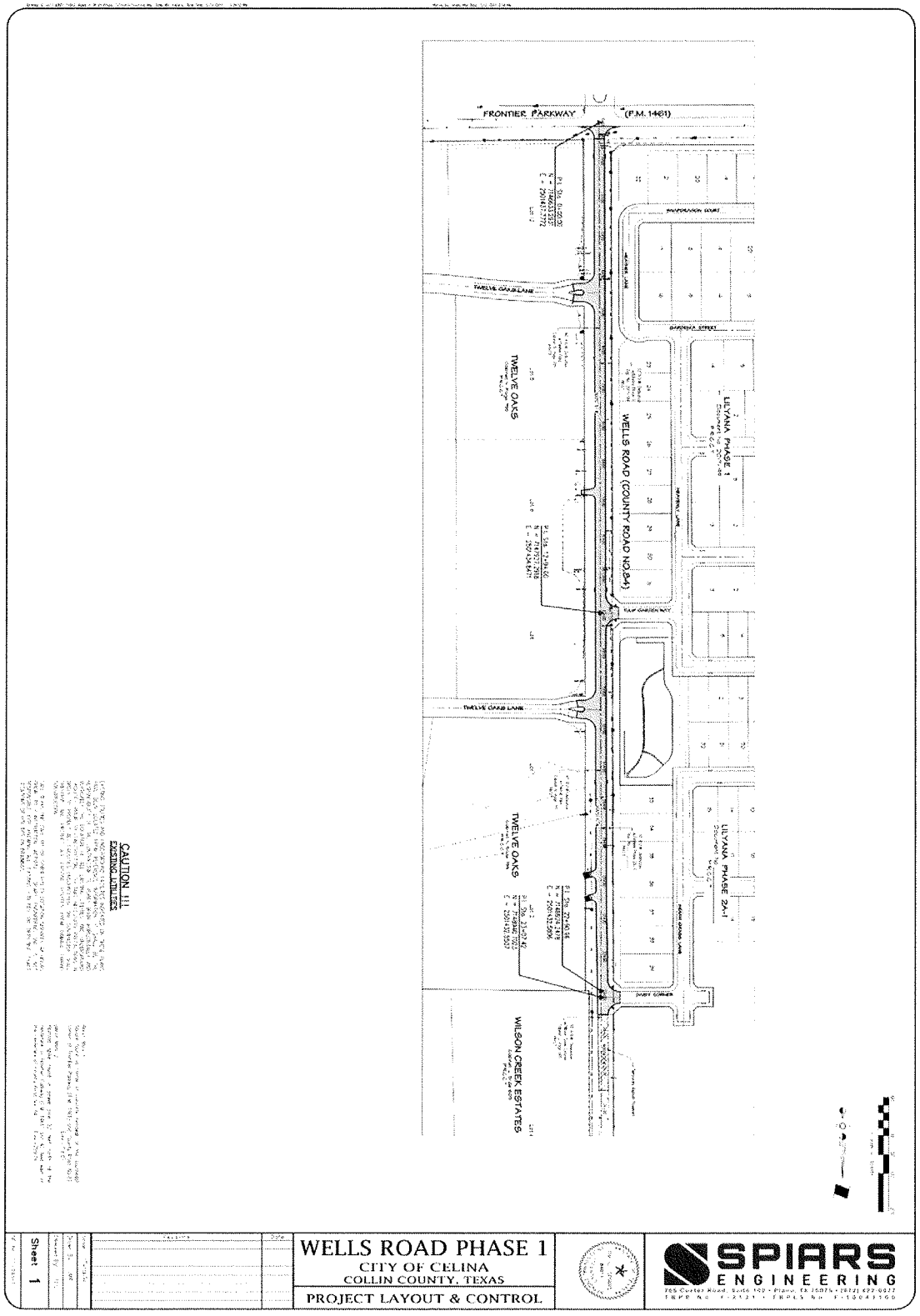
11) Assumes no cost associated with relocation of dry utilities (overhead electric, telecommunications, and gas lines) and irrigation located within the existing right of way.

12) Assumes no additional street lights will be installed with Wells Road (CR 84).

13) Assumes City will contribute 55% of the total cost for this project.

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

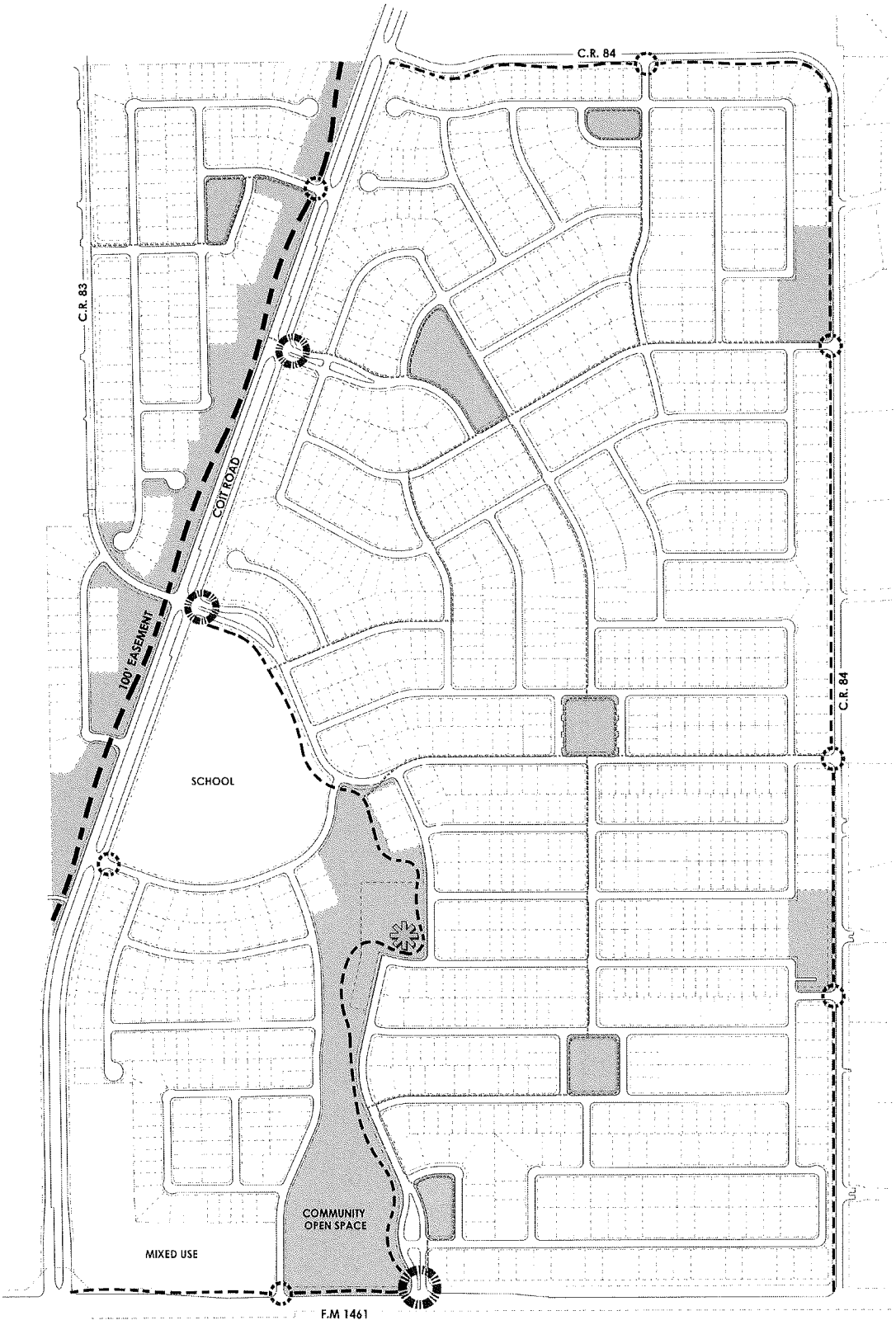
Wells Road (CR 84) - Phase 1



Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

Exhibit E
Revised Conceptual Open Space and Trail Plan

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)



AMENITIES AND OPEN SPACE		TRAILS	NOTES
Secondary Entry		10' Regional Hike & Bike Trail (In Easement)	• 5' minimum width for all other walks
Primary Entry		8' (minimum width) Regional Hike & Bike Trail	• Material on all walks and trails to be concrete. City shall consider design alternative materials such as decomposed granite at the time of design.
Amenity Center		6' (minimum width) Trail (Trails in front of homes by builder)	• City standard open space requirement is one acre of open space per 75 housing units. 17 acres (approximate) of open space required.
Open Space	41 AC		

The information shown is based on the best information available and is subject to change without notice

WELLS SOUTH TRACT / **Open Space & Amenity Diagram**

Celina, TX

0 100 200 400

SCALE: 1" = 200

HELLMWOOD design KLS

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

Exhibit F
Street Section for Coit Road

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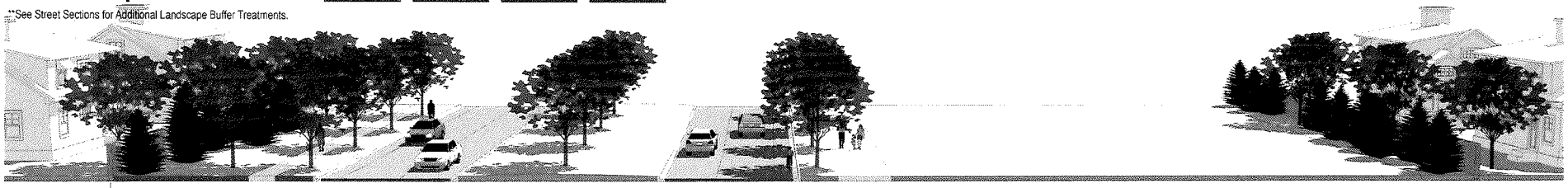
7.L.a

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

Coit Road - Option 1** - Thinwall

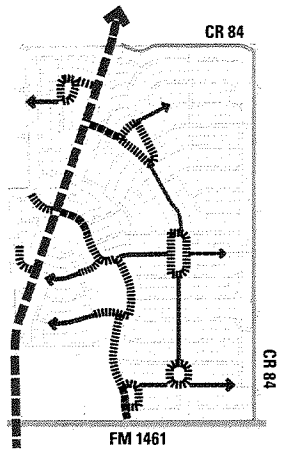
**See Street Sections for Additional Landscape Buffer Treatments.



UTILITIES LEGEND

- Storm Sewer Line
- Sanitary Sewer Line
- Water Line

INDEX MAP



WELLS SOUTH TRACT / **STREET SECTIONS**

Celina, TX

The information shown is based on the best information available and is subject to change without notice.

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

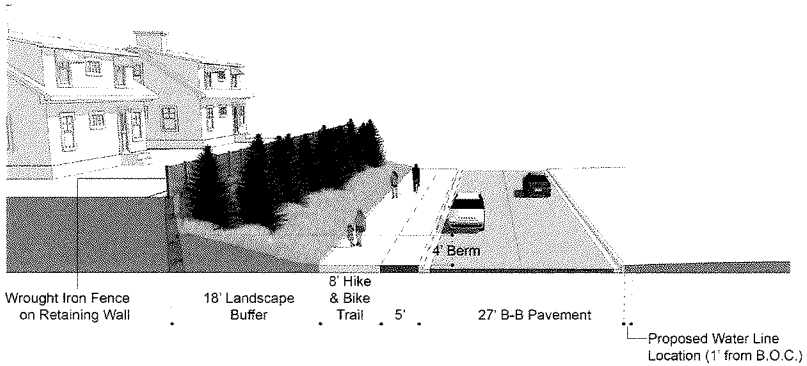
Exhibit G
Street Section for CR 84

Packet Pg. 374

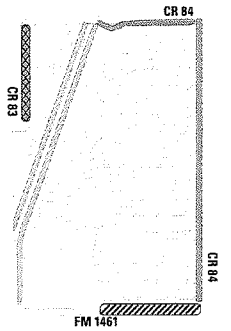
7.L.a

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

CR 84 - Option 1



*No wood fences shall be used at rear or sides of residential homes along CR 84.
**Trail shall be 8' wide at R.O.W. line. Retaining walls shall only be built where necessary. Reference CR 84 perspective.



Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

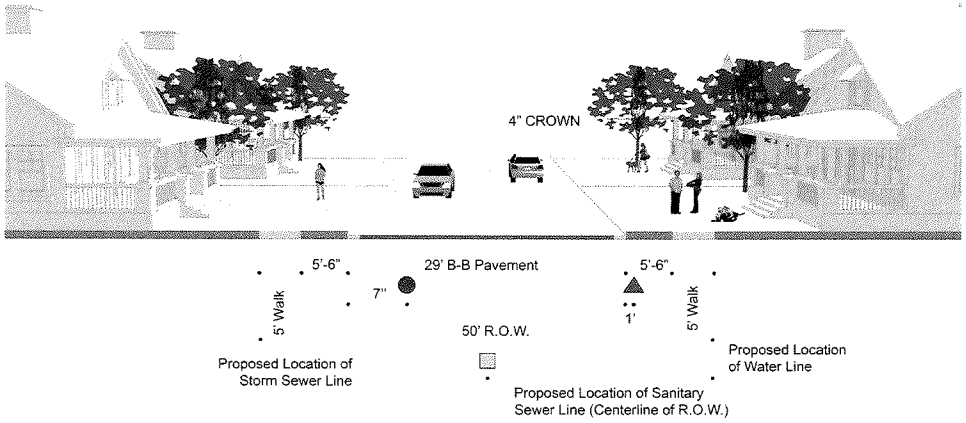
Exhibit H
Street Section for Internal Roads

Packet Pg. 376

7.L.a

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

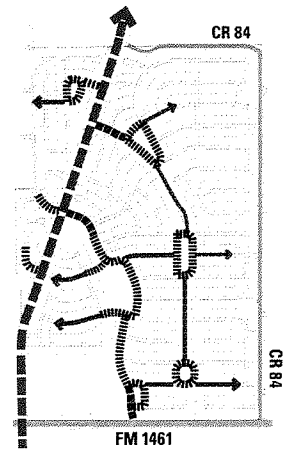
Neighborhood Street (Typ.)



UTILITIES LEGEND

●	Storm Sewer Line
▨	Sanitary Sewer Line
▲	Water Line

INDEX MAP



VELLS SOUTH TRACT / **STREET SECTIONS**

Celina, TX

The information shown is based on the best information available and is subject to change without notice.

HELLWOOD DEVELOPMENT LLC

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment and Escrow Agreement)

4/29/2022

COIT ROAD (EAST) -- Contract Pricing					
	Excavation - Coit Road (East)				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
E1	Clearing and Grubbing	AC	10	$ 1,500.00	$ 14,250.00
E2R-1	Unclassified Excavation. Incorporate overcut for retaining walls in bid.	CY	6,592	$ 3.54	$ 23,335.68
E2R-2	Unclassified Excavation and Haul to adjacent phase, with off road truck or scraper. (Material to be placed in lifts and compacted; Incorporate overcut for retaining walls in bid.)	CY	12,677	$ 3.16	$ 40,059.32
E3	Swale through Phase 6 (Storm Line B)	CY	21,200	$ 3.55	$ 75,260.00
E3R-1	Grade to Drain Swales (Drop Inlets in median along Coit)	CY	6,500	$ 3.55	$ 23,075.00
E3R-2	Grade to Drain Swale (Storm Line A)	CY	1,005	$ 3.55	$ 3,567.75
E3R-3	Grade to Drain Swale (Storm Line D)	CY	250	$ 3.55	$ 887.50
	Total Excavation - Coit Road (East)				**$ 180,435.25**
	Wet Utilities - Coit Road (East)				
	Water				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
W1	6" PVC Water (C900 DR14); includes fittings, blocking, plugs, bends, tees, etc.	LF	322	$ 38.15	$ 12,284.30
W2R-1	8" PVC Water (C900 DR14); includes fittings, blocking, plugs, bends, tees, etc.	LF	290	$ 48.85	$ 14,166.50
W3R-1	12" PVC Water (C900 DR14); includes fittings, blocking, plugs, bends, tees, etc.	LF	5,572	$ 71.20	$ 396,726.40
W5R-1	6" Gate Valves	EA	12	$ 1,080.00	$ 12,960.00
W6	8" Gate Valves	EA	6	$ 1,550.00	$ 9,300.00
W7	12" Gate Valves	EA	19	$ 2,750.00	$ 52,250.00
W9R-1	Fire Hydrants & Assembly (includes FH gate valves)	EA	6	$ 3,975.00	$ 23,850.00
W10R-1	Concrete Encasement	LF	305	$ 42.00	$ 12,810.00
W11	12" x 12" Cut in Tee	EA	1	$ 11,200.00	$ 11,200.00
W12	Remove 24" Plug and Connect to Existing 24" Waterline	EA	1	$ 2,000.00	$ 2,000.00
W13	Trench Safety	LF	6,184	$ 0.10	$ 618.40
W14	Water Line Testing (no additional compensation for failed samples)	LF	6,184	$ 0.70	$ 4,328.80
W15	Cast Iron Fittings	LS	1	$ 47,845.00	$ 47,845.00
	Total Water				**$ 600,339.40**

	Storm Sewer				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
STM 1R-1	18" RCP (Class III)	LF	815	$ 59.50	$ 48,492.50
STM 2	21" RCP (Class III)	LF	584	$ 65.50	$ 38,252.00
STM 3	24" RCP (Class III)	LF	354	$ 74.00	$ 26,196.00
STM 4	27" RCP (Class III)	LF	59	$ 79.50	$ 4,690.50
STM 5R-1	30" RCP (Class III)	LF	1,226	$ 92.00	$ 112,792.00
STM 6R-1	36" RCP (Class III)	LF	1,554	$ 119.00	$ 184,926.00
STM 7	39" RCP (Class III)	LF	341	$ 145.00	$ 49,445.00
STM 8	48" RCP (Class III)	LF	350	$ 184.00	$ 64,400.00
STM 9	60" RCP (Class III)	LF	409	$ 280.00	$ 114,520.00
STM 10	6'x5' RCB (Class III)	LF	376	$ 438.00	$ 164,688.00
STM 11	7'x5' RCB (Class III)	LF	270	$ 525.00	$ 141,750.00
STM 12	3-36" RCP (Class III)	LF	125	$ 399.00	$ 49,875.00
STM 13	18" RCP Plug	EA	8	$ 50.00	$ 400.00
STM 14	21" RCP Plug	EA	1	$ 50.00	$ 50.00
STM 15R-1	4' MH, per city spec	EA	9	$ 5,750.00	$ 51,750.00
STM 16R-1	5' MF, per city spec	EA	2	$ 7,050.00	$ 14,100.00
STM 16R-2	6' MH, per city spec	EA	2	$ 8,250.00	$ 16,500.00
STM 17	5'x7' Junction Structure	EA	1	$ 9,100.00	$ 9,100.00
STM 18	8'x5' Junction Structure	EA	1	$ 10,200.00	$ 10,200.00
STM 19	10' Standard Curb Inlet	EA	13	$ 4,500.00	$ 58,500.00
STM 20	3'X3' Drop Inlet	EA	8	$ 3,600.00	$ 28,800.00
STM 21	Remove and Dispose of Existing 3-36" CMP and Headwalls - Culvert Under CR83 at FM 1461	EA	1	$ 3,600.00	$ 3,600.00
STM 22R-1	Type 'B' Headwall for 36" RCP (Storm Line D; does not have to form lined and stained, as this is a temporary outfall)	EA	1	$ 2,700.00	$ 2,700.00
STM 23R-1	Type 'B' Headwall for 60" RCP (Storm line B, does not have to be form lined and stained, as this is a temporary outfall)	EA	1	$ 5,000.00	$ 5,000.00
STM 24R-1	Parallel Wing PW Headwall for 3-36" (Storm Line A2) Headwall to be form lined and stained.	EA	1	$ 8,650.00	$ 8,650.00
STM 25R-1	Parallel Wing PW Headwall for 4-36" (Storm Line A & A2) Headwall to be form lined and stained.	EA	1	$ 9,800.00	$ 9,800.00
STM 25R-1	Parallel Wing PW Headwall for 7'x5' RCB (Storm Line C), form lined & stained, clay collar is subsidiary to headwall	EA	1	$ 18,100.00	$ 18,100.00
STM 26	Large Debris Separator, per city spec	EA	1	$ 39,000.00	$ 39,000.00
STM 30R-1	Gabion Mattress	SY	142	$ 325.00	$ 46,150.00
STM 31	Sawcut, Remove, and Replace Ex. Asphalt Pavement - Culvert Under CR83 at FM 1461	SY	19	$ 223.00	$ 4,237.00
STM 32	Trench Safety	LF	6,463	$ 0.10	$ 646.30
STM 33	Storm Sewer Line Testing and TV Insp.	LF	6,463	$ 1.80	$ 11,633.40
	FM 1461 decel lane storm extension	LS			$ 75,000.00
	Total Storm Sewer				**$ 1,413,943.70**
	Utility Soft Costs				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
SC 2	Maintenance Bond 100% of project for 2 years--Coit	LS	1	$ 30,000.00	$ 30,000.00
SC 5	Haul Utility Spoils to designated stockpile--quantity will be addressed in addendum--Coit	CY	2,000	$ 5.50	$ 11,000.00
	Total Utility Soft Costs				**$ 41,000.00**

Attachment: Contract Pricing- 5.2.22 (Coit Road East – Cost Share Payment and Escrow Agreement)

No.	Description	Units	Quantity	Price	Amount
	Paving - Coit Road (East)				
P1A	6" Reinf. Concrete Pavement, Curb & Gutter (4000 PSI, #4 Bars @18" OCEW) - 29' B-B Section--CR 83 + Coit Connection	SY	643	$ 44.45	$ 28,581.35
P2A	6" Lime Stabilized Subgrade (2' outside BOC)--CR 83 + Coit Connection	SY	758	$ 3.75	$ 2,842.50
P3A	7.5% Hydrated Lime (45 #/SY)--CR 83 + Coit Connection	TONS	17	$ 190.00	$ 3,230.00
P1	9" Reinf. Concrete Pavement, Curb & Gutter (4000 PSI, #4 Bars @18" OCEW) - 28' B-B Typ. Section ---Coit East	SY	20,497	$ 52.00	$ 1,065,844.00
P2	8" Lime Stabilized Subgrade (1' outside BOC) ---Coit East	SY	21,768	$ 4.00	$ 87,072.00
P3	8% Hydrated Lime (48 #/SY) ---Coit East	TONS	522	$ 190.00	$ 99,180.00
P4	Barrier Free Ramps	EA	8	$ 2,400.00	$ 19,200.00
P5	Install Street Header	LF	97	$ 10.00	$ 970.00
P6	Install Type III Barricade	EA	4	$ 1,325.00	$ 5,300.00
P7	Remove and Dispose of Existing Asphalt Pavement	SY	2,098	$ 5.00	$ 10,490.00
P8	Temporary Asphalt Transitions (North end connection to CR 86 & South end connection to FM 1461)	SY	912	$ 50.00	$ 45,600.00
P9	Deceleration Lane (2" Asphalt over Prime Coat on 12" Limestone Treated Base)	SY			
P10	Connect to Existing Asphalt Pavement	LF	831	$ 40.00	$ 4,670.00
P11	5' Sidewalk - Coit Road East	SF	26,175	$ 5.25	$ 137,418.75
P12	Stamped Concrete-Median Nose per City Specs	EA	4	$ 5,000.00	$ 20,000.00
P14	Striping & Buttons	LS	1	$ 34,000.00	$ 34,000.00
P15	Stop Signs (On black decorative post with black bracket)	EA	5	$ 290.00	$ 1,450.00
P16	Stop Sign Ahead Sign	EA	1	$ 1,350.00	$ 1,350.00
P17	Speed Limit Signs (On black decorative post with black bracket)	EA	7	$ 1,250.00	$ 8,750.00
P18	Street Name Blades	EA	5	$ 1,800.00	$ 9,000.00
P19	Traffic Control	LS	1	$ 3,500.00	$ 3,500.00
	FM 1461 Decel Lane	LS	1		$ 200,000.00
	Paving Materials Price Increase	LS	1		$ 99,850.00
	Total Paving - Coit Road (East)				**$ 1,888,298.60**
	Paving - Vest Lane (CR 84)				
P23	6" Reinf. Concrete Pavement, Curb & Gutter (4000 PSI, #4 Bars @18" OCEW)	SY	1,121	$ 44.45	$ 49,828.45
P24	6" Lime Stabilized Subgrade (2' outside BOC)	SY	1,256	$ 3.75	$ 4,710.00
P25	7.5% Hydrated Lime (45 #/SY)	TONS	28	$ 190.00	$ 5,320.00
P26	8' Sidewalk - Vest Lane	SF	2,369	$ 6.25	$ 14,806.25
	Paving Materials Price Increase	LS	1		$ 5,069.00
	Total Paving - Vest Lane				**$ 74,664.70**

Attachment: Contract Pricing- 5.2.22 (Coit Road East – Cost Share Payment and Escrow Agreement)

	Paving Soft Costs				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
SC 2	P&P, & Maintenance Bond 100% of project for 2 years--Coit	LS	1	$ 18,000.00	$ 18,000.00
ALT 4	Demo, Remove and Dispose of Existing Asphalt Pavement (Portion of CR83, from FM 1461 to Marigold Lane Extension, Beyond section that has to be removed to make connection to FM 1461 Intersection)	SY	4,527	$ 5.00	$ 22,635.00
	Total Paving Soft Costs				**$ 40,635.00**

Summary				
Engineering				$ 474,178.00
Landscape Design				$ 20,610.00
CMT				$ 54,933.00
Erosion Control				$ 19,148.13
Earthwork				$ 180,435.25
Utilities				$ 2,055,283.10
Paving				$ 2,003,598.30
Landscape/Hardscape/Irrigation				$ 500,000.00
Fees			3%	$ 127,179.50
Contingency			10%	$ 543,536.53
GRAND TOTAL				**$ 5,435,365.28**
CITY OF CELINA - 55%				**$ 2,989,450.90**
HILLWOOD - 45%				**$ 2,445,914.38**

****ROW Ac + Utility relocation--To be paid 100% by City**

ADDITIONAL COSTS TO BE 100% FUNDED BY THE CITY

Oversized Sidewalk Improvements (includes 10% contingency)	$	182,085.00
Oversized Marigold Pavement Improvements (includes 10% contingency)	$	48,451.09

GRAND TOTAL FOR CITY CONTRIBUTION	$	3,219,987.00

Attachment: Contract Pricing- 5.2.22 (Coit Road East – Cost Share Payment and Escrow Agreement)

LETTER OF ESCROW INSTRUCTIONS

ESCROW NO. _____

TO: AMERICAN ESCROW COMPANY, Escrow Agent

This Escrow Agreement is made and entered into effective this ___ day of _____, 2022 by and between **Celina Development, LLC,** a Texas limited liability company (hereinafter referred to as the "Owner"), the **City of Celina, Texas**, a home rule municipality located within Collin County, Texas (hereinafter referred to as the "City"), and **American Escrow Company**, a Texas corporation (hereinafter referred to as the "Escrow Agent").

The undersigned hereby deliver to Escrow Agent in escrow the papers, money or property hereinafter described to be held and disposed of by Escrow Agent in accordance with the following instructions and upon the terms and conditions hereinafter set forth, to which the undersigned hereby agree:

Whereas,

A. The Owner and the City are hereinafter sometimes referred to herein as the 'Parties".

B. The Parties are the parties to that certain Amended and Restated Development Agreement (Wells South Tract) originally between the City and The George White Family Limited Partnership, a Texas limited partnership, dated effective April 28, 2015 (hereinafter referred to as the "Original Agreement"), as amended by that certain First Amendment thereto by and between the Parties hereto dated to be effective on February 13, 2018 (hereinafter referred to as the "Agreement"). The rights and obligations of The George White Family Limited Partnership under the Original Agreement and the Amendment have been transferred to the "Owner" for all purposes.

C. The Amendment provides that the City shall place into escrow with Escrow Agent the sum of $ $2,989,450.90 (hereinafter referred to as the "Escrow Deposit" and attached hereto) as its 55% share of the costs of the section of Coit Road that is to be constructed concurrently with the platting and development of adjacent portions of the development for Single Family homes as defined in the Original Agreement and the Amendment (hereinafter referred to as "Coit Road East Work") as described in Exhibit H thereto (a copy of said Exhibit H being also attached hereto), no later than February 3, 2022, and provide the Owner with the applicable information regarding such escrow account all of which is accomplished by the execution and delivery of the Parties and Escrow Agent of this Escrow Agreement.

D. The Escrow Deposit shall be invested either under the City's Employer Identification Number ("EIN") or its Taxpayer Identification Number ("TIN") in a money market account at Texas Capital Bank, pursuant to a City completed W-9 form attached hereto.

E. Capitalized terms used herein are either defined in this Escrow Agreement or are defined in the Original Agreement and the Amendment.

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Attachment: DRAFT Escrow Agreement - Celina Development and City of Celina_Coit East May 2022 (Coit Road East – Cost Share Payment and

F. With respect to only the acts of Escrow Agent set forth in this Escrow Agreement and the provisions hereof applicable to Escrow Agent, any conflict with the terms of the Original Agreement and the Amendment shall be governed by this Escrow Agreement.

Disbursement Instructions

The following provisions constitute the Parties and Escrow Agent's instructions for disbursement by Escrow Agent of the Escrow Deposit to the Owner for reimbursements of payments made by the Owner of the City's 55% share of the Coit Road East Work:

1. A disbursement request from the Owner shall be sent to Escrow Agent and the City which shall; (a) specify the City's 55% portion of the cost of items in Exhibit H attached hereto, (b) provide a paid receipt or receipts from the general contractor for 100% of such cost items, (c) include an unconditional lien waiver for such cost items.

2. If, after ten (10) working days from the date of such disbursement request (hereinafter referred to as the "Objection Period"), the City does not object to all or any part of such disbursement request, Escrow Agent shall Federal wire transfer to the Owner the amount thereof with a copy of such wire transfer transaction to the City.

3. If the City objects to such disbursement request within the Objection Period specifying the nature of, and reasons for, its objection, then Escrow Agent shall not disburse to the Owner until it receives joint written instructions from the City and the Owner with respect to such disbursement or a non-appealable court order directing such disbursement.

4. No retainage shall be requested for disbursement by the Owner until the final disbursement request which shall, in addition to the other disbursement requirements provided herein, (a) describe itself as the "final disbursement", (b) describe the amount of retainage being disbursed, (c) provide an unconditional final lien waiver for all work performed by the contractor under such contract.

5. Any Escrow Funds remaining after payment of the final disbursement, shall, upon request by the City, be returned to the City.

6. If the Coit Road East Work require additional funds beyond the estimated costs, the City will provide their 55% funding to cover the additional construction costs. Interest earned can be used as additional funds to satisfy the obligation of the City for the additional construction costs.

The terms and conditions hereinabove referred to and to which the undersigned hereby agree for themselves, their heirs, and assigns are governed by the following:

1. Escrow Agent is not a party to, or bound by any agreement which may be deposited under, evidenced by, or which arises out of the foregoing instructions.

2. Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness, or validity of any instrument deposited

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Attachment: DRAFT Escrow Agreement - Celina Development and City of Celina_Coit East May 2022 (Coit Road East – Cost Share Payment and

with it hereunder, or with respect to the form or execution of the same, or the identity, authority, or rights of any person executing or depositing the same.

3. Escrow Agent shall not be required to take or be bound by notice of any default of any person, or to take any action with respect to such default involving any expense or liability, unless notice in writing is given to an officer of Escrow Agent of such default and unless it is indemnified in a manner satisfactory to it against any such expense or liability. These instructions shall not be subject to rescission or modification except upon receipt by Escrow Agent of written instructions of all the parties hereto or their successors in interest, and no such modification shall be effective unless and until consented to in writing by Escrow Agent.

4. Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt, or other paper or document believed by Escrow Agent to be genuine and to be signed by the proper party or parties.

5. Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct, and Escrow Agent shall have no duties to anyone except those signing these instructions.

6. Escrow Agent may consult with legal counsel in the event of any dispute or questions as to the construction of the foregoing instructions, or Escrow Agent's duties hereunder, and Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

7. Escrow Agent assumes no liability and the parties hereto consent and agree that Escrow Agent shall have no liability for any defalcation, insolvency, receivership or conservatorship of the depository institution.

8. Nor shall Escrow Agent have any liability due to any of the parties other than Escrow Agent filing for bankruptcy or the consequences or effect of such a bankruptcy on the funds and/or documents deposited hereunder.

9. For its ordinary services hereunder, Escrow Agent shall be entitled to a fee of $500.00, payable by Owner concurrently with its acceptance hereof.

10. Any notice required or permitted hereunder, including a change of address or email, shall be made by: (i) certified mail, return receipt requested, addressed to the parties hereto and specified herein, or (ii) by overnight special delivery service such as Federal Express addressed as in "(i)" above, or (iii) by personal delivery with receipt of such delivery, or (iv) by an email of such notice as provided herein.

The parties hereto further agree that Escrow Agent assumes no liability for and is expressly released from any claim or claims whatsoever in connection with the receiving, retaining and delivering of the above papers and funds except to account for payment and/or delivery made thereon. Deposit by Escrow Agent of the instruments and funds (less its charges and expenses incurred herein) comprising this escrow in Court, shall relieve Escrow Agent of all further responsibility and liability, and Escrow Agent is hereby expressly authorized to disregard in its sole discretion any and all notices or warnings given by any of the parties hereto, or by any other person or corporation, but the said Escrow Agent is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees

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entered or issued by any court with or without jurisdiction, and in case Escrow Agent obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow to which Escrow Agent is or may be at any time a party, the undersigned jointly and severally agree to indemnify and hold harmless Escrow Agent from all loss, costs or damages incurred, including but not limited to attorneys' fees, by reason of this Agreement or the subject matter hereof or any cause of action which may be filed in connection therewith and to pay Escrow Agent, upon demand all such costs, fees and expenses so incurred.

In the event that Escrow Agent performs any service not specifically provided hereinabove, or that there is any assignment or attachment of any interest in the subject matter of this escrow or any modification thereof, or that any controversy arises hereunder, or that Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this escrow or the subject matter hereof, Escrow Agent shall be reasonably compensated therefor and reimbursed for all costs and expenses occasioned thereby; and the parties hereto agree jointly and severally to pay the same and to indemnify Escrow Agent against any loss, liability, or expense incurred in any act or thing done by it hereunder, it being understood and agreed that Escrow Agent may interplead the subject matter of this escrow into any court of competent jurisdiction in Dallas County, Texas, and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities, and responsibilities hereunder.

[SIGNATURES OF PARTIES ON THE FOLLOWING PAGES]

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Attachment: DRAFT Escrow Agreement - Celina Development and City of Celina_Coit East May 2022 (Coit Road East – Cost Share Payment and

Celina Development, LLC,
a Texas limited liability company

By: _____

Title: _____

Address: _____

_____

Email: _____

Phone: _____

City of Celina, Texas,
a home rule municipality located within
Collin County, Texas

By: _____

Title: _____

Address: _____

_____

Email: _____

Phone: _____

DRAFT

Attachment: DRAFT Escrow Agreement - Celina Development and City of Celina_Coit East May 2022 (Coit Road East – Cost Share Payment and

Escrow Agent hereby acknowledges receipt of this letter of escrow instructions and of the papers, money, or property therein referred to, and agrees in consideration of the foregoing to hold and dispose of the same in accordance with said instructions and upon the terms and conditions above set forth.

DATED: _____

ESCROW AGENT:
AMERICAN ESCROW COMPANY

BY: _____
William A. Kramer, Executive Chairman

American Escrow Company
Attention: Shauna Dawson
2626 Howell St., 10th Floor
Dallas, Texas 75204
Phone: 214-754-7768
Fax: 972-516-2515
Email: sdawson@republictitle.com

With Copies To:
American Escrow Company
Attention: William A. Kramer
2626 Howell St., 10th Floor
Dallas, Texas 75204
Phone: 214-855-8850
Fax: 972-516-5132
Email: bkramer@republictitle.com

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CONSTRUCTION COSTS

4/29/2022

COIT ROAD (EAST) -- Contract Pricing					
	Excavation - Coit Road (East)				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
E1	Clearing and Grubbing	AC	10	$ 1,500.00	$ 14,250.00
E2R-1	Unclassified Excavation. Incorporate overcut for retaining walls in bid.	CY	6,592	$ 3.54	$ 23,335.68
E2R-2	Unclassified Excavation and Haul to adjacent phase, with off road truck or scraper. (Material to be placed in lifts and compacted; Incorporate overcut for retaining walls in bid.)	CY	12,677	$ 3.16	$ 40,059.32
E3	Swale through Phase 6 (Storm Line B)	CY	21,200	$ 3.55	$ 75,260.00
E3R-1	Grade to Drain Swales (Drop Inlets in median along Coit)	CY	6,500	$ 3.55	$ 23,075.00
E3R-2	Grade to Drain Swale (Storm Line A)	CY	1,005	$ 3.55	$ 3,567.75
E3R-3	Grade to Drain Swale (Storm Line D)	CY	250	$ 3.55	$ 887.50
	Total Excavation - Coit Road (East)				**$ 180,435.25**
	Wet Utilities - Coit Road (East)				
	Water				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
W1	6" PVC Water (C900 DR14); includes fittings, blocking, plugs, bends, tees, etc.	LF	322	$ 38.15	$ 12,284.30
W2R-1	8" PVC Water (C900 DR14); includes fittings, blocking, plugs, bends, tees, etc.	LF	290	$ 48.85	$ 14,166.50
W3R-1	12" PVC Water (C900 DR14); includes fittings, blocking, plugs, bends, tees, etc.	LF	5,572	$ 71.20	$ 396,726.40
W5R-1	6" Gate Valves	EA	12	$ 1,080.00	$ 12,960.00
W6	8" Gate Valves	EA	6	$ 1,550.00	$ 9,300.00
W7	12" Gate Valves	EA	19	$ 2,750.00	$ 52,250.00
W9R-1	Fire Hydrants & Assembly (includes FH gate valves)	EA	6	$ 3,975.00	$ 23,850.00
W10R-1	Concrete Encasement	LF	305	$ 42.00	$ 12,810.00
W11	12" x 12" Cut in Tee	EA	1	$ 11,200.00	$ 11,200.00
W12	Remove 24" Plug and Connect to Existing 24" Waterline	EA	1	$ 2,000.00	$ 2,000.00
W13	Trench Safety	LF	6,184	$ 0.10	$ 618.40
W14	Water Line Testing (no additional compensation for failed samples)	LF	6,184	$ 0.70	$ 4,328.80
W15	Cast Iron Fittings	LS	1	$ 47,845.00	$ 47,845.00
	Total Water				**$ 600,339.40**

Attachment: DRAFT Escrow Agreement - Celina Development and City of Celina_Coit East May 2022 (Coit Road East – Cost Share Payment and

	Storm Sewer				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
STM 1R-1	18" RCP (Class III)	LF	815	$ 59.50	$ 48,492.50
STM 2	21" RCP (Class III)	LF	584	$ 65.50	$ 38,252.00
STM 3	24" RCP (Class III)	LF	354	$ 74.00	$ 26,196.00
STM 4	27" RCP (Class III)	LF	59	$ 79.50	$ 4,690.50
STM 5R-1	30" RCP (Class III)	LF	1,226	$ 92.00	$ 112,792.00
STM 6R-1	36" RCP (Class III)	LF	1,554	$ 119.00	$ 184,926.00
STM 7	39" RCP (Class III)	LF	341	$ 145.00	$ 49,445.00
STM 8	48" RCP (Class III)	LF	350	$ 184.00	$ 64,400.00
STM 9	60" RCP (Class III)	LF	409	$ 280.00	$ 114,520.00
STM 10	6'x5' RCB (Class III)	LF	376	$ 438.00	$ 164,688.00
STM 11	7'x5' RCB (Class III)	LF	270	$ 525.00	$ 141,750.00
STM 12	3-36" RCP (Class III)	LF	125	$ 399.00	$ 49,875.00
STM 13	18" RCP Plug	EA	8	$ 50.00	$ 400.00
STM 14	21" RCP Plug	EA	1	$ 50.00	$ 50.00
STM 15R-1	4' MH, per city spec	EA	9	$ 5,750.00	$ 51,750.00
STM 16R-1	5' MF, per city spec	EA	2	$ 7,050.00	$ 14,100.00
STM 16R-2	6' MH, per city spec	EA	2	$ 8,250.00	$ 16,500.00
STM 17	5'x7' Junction Structure	EA	1	$ 9,100.00	$ 9,100.00
STM 18	8'x5' Junction Structure	EA	1	$ 10,200.00	$ 10,200.00
STM 19	10' Standard Curb Inlet	EA	13	$ 4,500.00	$ 58,500.00
STM 20	3'X3' Drop Inlet	EA	8	$ 3,600.00	$ 28,800.00
STM 21	Remove and Dispose of Existing 3-36" CMP and Headwalls - Culvert Under CR83 at FM 1461	EA	1	$ 3,600.00	$ 3,600.00
STM 22R-1	Type 'B' Headwall for 36" RCP (Storm Line D; does not have to form lined and stained, as this is a temporary outfall)	EA	1	$ 2,700.00	$ 2,700.00
STM 23R-1	Type 'B' Headwall for 60" RCP (Storm line B, does not have to be form lined and stained, as this is a temporary outfall)	EA	1	$ 5,000.00	$ 5,000.00
STM 24R-1	Parallel Wing PW Headwall for 3-36" (Storm Line A2) Headwall to be form lined and stained.	EA	1	$ 8,650.00	$ 8,650.00
STM 25R-1	Parallel Wing PW Headwall for 4-36" (Storm Line A & A2) Headwall to be form lined and stained.	EA	1	$ 9,800.00	$ 9,800.00
STM 25R-1	Parallel Wing PW Headwall for 7'x5' RCB (Storm Line C), form lined & stained, clay collar is subsidiary to headwall	EA	1	$ 18,100.00	$ 18,100.00
STM 26	Large Debris Separator, per city spec	EA	1	$ 39,000.00	$ 39,000.00
STM 30R-1	Gabion Mattress	SY	142	$ 325.00	$ 46,150.00
STM 31	Sawcut, Remove, and Replace Ex. Asphalt Pavement - Culvert Under CR83 at FM 1461	SY	19	$ 223.00	$ 4,237.00
STM 32	Trench Safety	LF	6,463	$ 0.10	$ 646.30
STM 33	Storm Sewer Line Testing and TV Insp.	LF	6,463	$ 1.80	$ 11,633.40
	FM 1461 decel lane storm extension	LS			$ 75,000.00
	Total Storm Sewer				**$ 1,413,943.70**
	Utility Soft Costs				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
SC 2	Maintenance Bond 100% of project for 2 years--Coit	LS	1	$ 30,000.00	$ 30,000.00
SC 5	Haul Utility Spoils to designated stockpile--quantity will be addressed in addendum--Coit	CY	2,000	$ 5.50	$ 11,000.00
	Total Utility Soft Costs				**$ 41,000.00**

Attachment: DRAFT Escrow Agreement - Celina Development and City of Celina_Coit East May 2022 (Coit Road East – Cost Share Payment and

No.	Description	Units	Quantity	Price	Amount
	Paving - Coit Road (East)				
P1A	6" Reinf. Concrete Pavement, Curb & Gutter (4000 PSI, #4 Bars @18" OCEW) - 29' B-B Section--CR 83 + Coit Connection	SY	643	$ 44.45	$ 28,581.35
P2A	6" Lime Stabilized Subgrade (2' outside BOC)--CR 83 + Coit Connection	SY	758	$ 3.75	$ 2,842.50
P3A	7.5% Hydrated Lime (45 #/SY)--CR 83 + Coit Connection	TONS	17	$ 190.00	$ 3,230.00
P1	9" Reinf. Concrete Pavement, Curb & Gutter (4000 PSI, #4 Bars @18" OCEW) - 28' B-B Typ. Section ---Coit East	SY	20,497	$ 52.00	$ 1,065,844.00
P2	8" Lime Stabilized Subgrade (1' outside BOC) ---Coit East	SY	21,768	$ 4.00	$ 87,072.00
P3	8% Hydrated Lime (48 #/SY) ---Coit East	TONS	522	$ 190.00	$ 99,180.00
P4	Barrier Free Ramps	EA	8	$ 2,400.00	$ 19,200.00
P5	Install Street Header	LF	97	$ 10.00	$ 970.00
P6	Install Type III Barricade	EA	4	$ 1,325.00	$ 5,300.00
P7	Remove and Dispose of Existing Asphalt Pavement	SY	2,098	$ 5.00	$ 10,490.00
P8	Temporary Asphalt Transitions (North end connection to CR 86 & South end connection to FM 1461)	SY	912	$ 50.00	$ 45,600.00
P9	Deceleration Lane (2" Asphalt over Prime Coat on 12" Limestone Treated Base)	SY			
P10	Connect to Existing Asphalt Pavement	LF	831	$ 40.00	$ 4,670.00
P11	5' Sidewalk - Coit Road East	SF	26,175	$ 5.25	$ 137,418.75
P12	Stamped Concrete-Median Nose per City Specs	EA	4	$ 5,000.00	$ 20,000.00
P14	Striping & Buttons	LS	1	$ 34,000.00	$ 34,000.00
P15	Stop Signs (On black decorative post with black bracket)	EA	5	$ 290.00	$ 1,450.00
P16	Stop Sign Ahead Sign	EA	1	$ 1,350.00	$ 1,350.00
P17	Speed Limit Signs (On black decorative post with black bracket)	EA	7	$ 1,250.00	$ 8,750.00
P18	Street Name Blades	EA	5	$ 1,800.00	$ 9,000.00
P19	Traffic Control	LS	1	$ 3,500.00	$ 3,500.00
	FM 1461 Decel Lane	LS	1		$ 200,000.00
	Paving Materials Price Increase	LS	1		$ 99,850.00
	Total Paving - Coit Road (East)				**$ 1,888,298.60**
	Paving - Vest Lane (CR 84)				
P23	6" Reinf. Concrete Pavement, Curb & Gutter (4000 PSI, #4 Bars @18" OCEW)	SY	1,121	$ 44.45	$ 49,828.45
P24	6" Lime Stabilized Subgrade (2' outside BOC)	SY	1,256	$ 3.75	$ 4,710.00
P25	7.5% Hydrated Lime (45 #/SY)	TONS	28	$ 190.00	$ 5,320.00
P26	8' Sidewalk - Vest Lane	SF	2,369	$ 6.25	$ 14,806.25
	Paving Materials Price Increase	LS	1		$ 5,069.00
	Total Paving - Vest Lane				**$ 74,664.70**

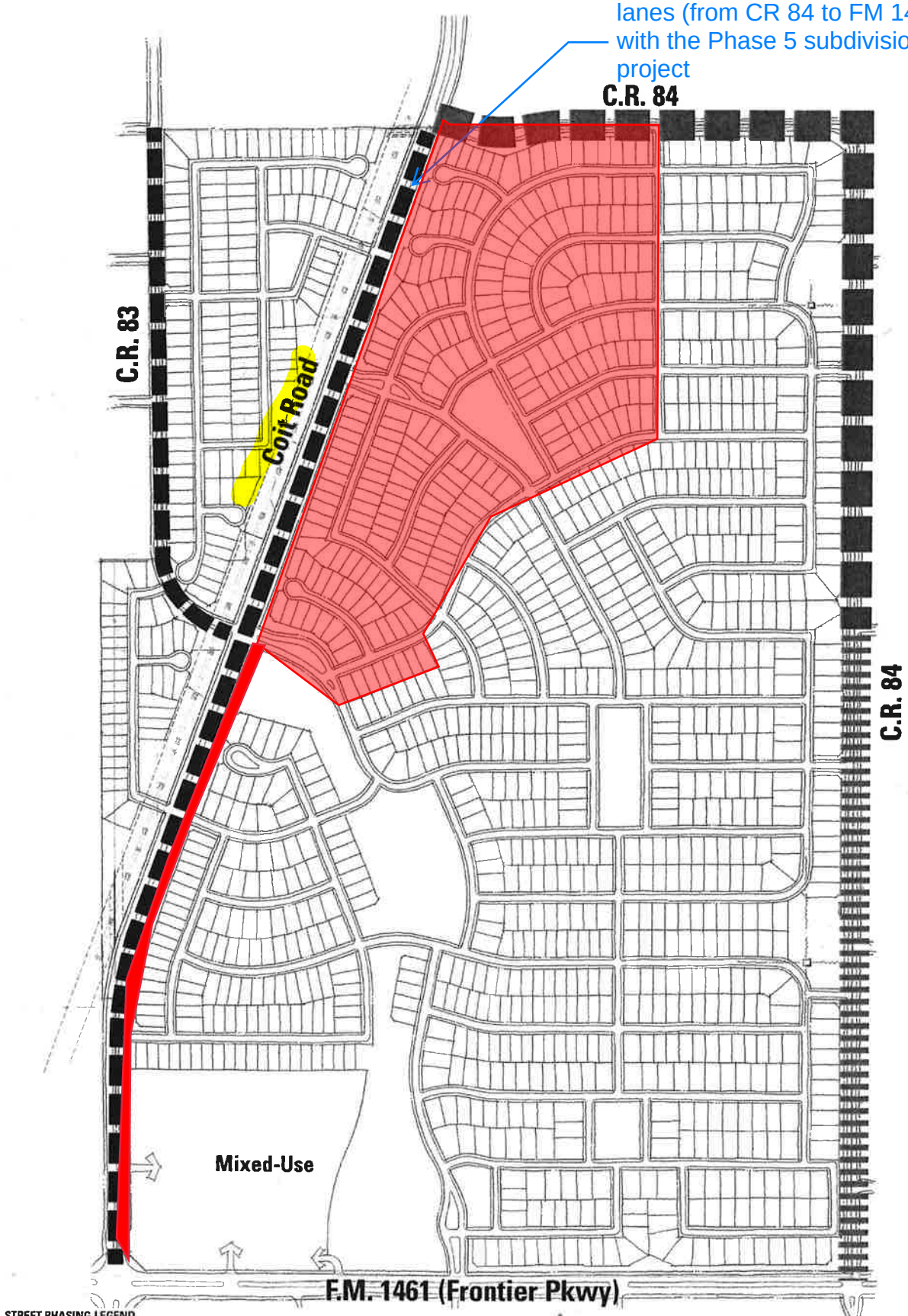
Attachment: DRAFT Escrow Agreement - Celina Development and City of Celina_Coit East May 2022 (Coit Road East – Cost Share Payment and

	Paving Soft Costs				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
SC 2	P&P, & Maintenance Bond 100% of project for 2 years--Coit	LS	1	$ 18,000.00	$ 18,000.00
ALT 4	Demo, Remove and Dispose of Existing Asphalt Pavement (Portion of CR83, from FM 1461 to Marigold Lane Extension, Beyond section that has to be removed to make connection to FM 1461 Intersection)	SY	4,527	$ 5.00	$ 22,635.00
	Total Paving Soft Costs				**$ 40,635.00**

Summary				
Engineering				$ 474,178.00
Landscape Design				$ 20,610.00
CMT				$ 54,933.00
Erosion Control				$ 19,148.13
Earthwork				$ 180,435.25
Utilities				$ 2,055,283.10
Paving				$ 2,003,598.30
Landscape/Hardscape/Irrigation				$ 500,000.00
Fees			3%	$ 127,179.50
Contingency			10%	$ 543,536.53
GRAND TOTAL				**$ 5,435,365.28**
CITY OF CELINA - 55%				**$ 2,989,450.90**
HILLWOOD - 45%				**$ 2,445,914.38**

**ROW Ac + Utility relocation--To be paid 100% by City

Attachment: DRAFT Escrow Agreement - Celina Development and City of Celina_Coit East May 2022 (Coit Road East – Cost Share Payment and



WELLS SOUTH TRACT / Exhibit H - Street Phasing Diagram

HILLWOOD COMMUNITIES Live Smart

TBG

Attachment: DRAFT Escrow Agreement - Celina Development and City of Celina_Coit East May 2022 (Coit Road East – Cost Share Payment and

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is entered into on this ____ day of May, 2022, ("Effective Date") by and between The City of Celina, Texas ("City"), Lilyana Pod Phases, LLC , a Texas limited liability company (the "Owner") and American Escrow Company, a Texas corporation ("Escrow Agent").

WHEREAS:

A. In connection with the Lilyana development, the City has asked the Owner, and the Owner has agreed, to increase the width of sidewalks along the east side of Coit Road from the required five feet in width to ten feet of width as shown on **Exhibit A** (the "Oversized Sidewalk Improvements").

B. The Oversized Sidewalk Improvements will be constructed as shown on **Exhibit A**, with the first phase being approximately 4,230 linear feet or 42,300 square feet ("Section 1") to be constructed immediately, second phase being approximately 178 linear feet or 1,780 square feet ("Section 2") for which construction is being deferred to the Coit West project, and a third phase being approximately 775 linear feet or 7,750 square feet ("Section 3") for which construction is being deferred until the City acquires the necessary right-of-way or landscape easement adjacent to the commercial property owned by others and subject to the city acquiring such additional right-of-way.

C. In connection with the Lilyana residential development, the City has asked the Owner, and the Owner has agreed, to increase the paving width for Marigold Lane by six feet as shown on **Exhibit B** (the "Oversized Marigold Improvements").

D. The parties acknowledge that the Oversized Sidewalk Improvements and Oversized Marigold Improvements (collectively, the "Improvements") are not required by ordinance or by any separate agreement between the City and the Owner; that the Owner is voluntarily agreeing to fund and construct the Improvements subject to the terms of this Agreement; and that the City is solely responsible for the cost of the Improvements.

E. Pursuant to the cost estimates on **Exhibit A** and **Exhibit B** attached hereto, the total estimated cost of Improvements to be paid by the City is **$230,536.10** (collectively, the "Escrow Amount" and the "Construction Costs"). The City agrees that no inspection fees will be collected by the City for the Improvements. The City is wholly responsible for the amounts shown on the cost estimates and will fund the Escrow Amount upon execution of this agreement.

F. The City agrees to deposit the Escrow Amount in escrow with the Escrow Agent pursuant to this Agreement for the sole purpose of funding the Construction Costs of the Improvements.

G. If the actual cost of the Improvements exceeds the Escrow Amount, the City agrees to pay 100% of the additional cost associated with the Improvements, and to deposit an additional Escrow Amount with the Escrow Agent sufficient to pay 110% of such additional costs.

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Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share Payment and Escrow Agreement)

H. The City and the Owner hereby desire to set forth their agreement with respect to the escrow of funds for the Improvements and the disbursement of the Escrow Amount from the escrow to fund the Construction Costs of the Improvements.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the parties hereby agree as follows:

1. Escrow Deposit. Within five days after executing this Agreement, the City shall deliver to Escrow Agent the Escrow Amount in good funds (the "Escrow Deposit") together with any associated documents necessary for Escrow Agent to invest the Escrow Deposit. Escrow agent shall invest the Escrow Deposit on behalf of City. Funds shall be held at Texas Capital Bank. The Escrow Agent will set up separate escrow accounts for the Escrow deposits associated with Section 1 of the Oversized Sidewalk Improvements, and the Oversized Marigold Improvements as shown on **Exhibit A** and **Exhibit B**.

2. Receipt of Funds by the Escrow Agent. Escrow Agent shall receive, deposit and hold in an escrow account and disburse the Escrow Deposit in accordance with the terms of this Agreement for the sole purpose of paying the Construction Costs for the Improvements.

3. Disbursement of Escrow Deposit. Disbursements of the Escrow Deposit shall be made by the Escrow Agent. The Owner shall be entitled to direct the payment of the Escrow Deposit to the parties specified in writing by the Owner as payment for the Construction Costs; provided, however, no withdrawals shall be made until the Owner has complied with the following provisions:

(a) The Owner shall deliver to Escrow Agent and the City a draw request (a "Draw Request"), which (i) sets forth the total amount to be withdrawn, which amount shall equal the portion of the Construction Costs due to the payee as of the date of the Draw Request, (ii) a description of the work performed and/or materials delivered or the other purposes for which the withdrawal is being made; and (iii) copies of invoices or other supporting documentation evidencing the portion of the Construction Costs due to the payee and instructions for payment by the Escrow Agent to the payee. If, within ten (10) days after delivery of a Draw Request, the City fails to deliver to Escrow Agent a written objection ("Objection") to the disbursement of the Escrow Deposit (or portion thereof) subject to such Draw Request to Escrow Agent, the Draw Request shall be deemed approved by the City and Escrow Agent is authorized to make the disbursement out of the Escrow Deposit for the Construction Costs covered by such Draw Request. If the City delivers an Objection as herein expressly provided, then Escrow Agent shall not make the disbursement covered by such Draw Request until it receives joint instructions from the Owner and the City to make such disbursement.

(b) Upon completion of the construction of the Improvements, the Owner shall deliver to the City for review and approval, a final Draw Request certifying to the City that all of the Improvements have been substantially completed and all bills have been paid by the responsible contractors and their sub-contractors.

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Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share Payment and Escrow Agreement)

(c) The Owner (not Escrow Agent) shall be responsible for and agrees to comply with statutory retainage requirements pursuant to Chapter 53 of the Texas Property Code and shall indemnify, defend and hold harmless Escrow Agent and the City for its failure to do so.

4. Disbursement of Accrued Interest. The City shall accrue the interest from the invested Escrow Funds, and Escrow Agent shall distribute the interest to the City concurrently with the release of the final portion of the Escrow Deposit to the Owner.

5. Provisions Applicable to Escrow Agent.

a. Escrow Agent is not a party to, or bound by any agreement which may be deposited under, evidenced by, or which arises out of this Agreement.

b. Escrow Agent acts as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness, form, execution, or validity of any document deposited or submitted to the Escrow Agent, or the identity, authority, or rights of any person executing or depositing any document under this Agreement.

c. Funds in escrow shall not be assignable in whole or in part by any party and shall not be pledged, mortgaged, or used as collateral, unless otherwise specifically provided in this Agreement.

d. Escrow Agent shall not be required to take any action upon default of any party to this Agreement, unless written notice of default is given to Escrow Agent in accordance with the notice provisions of this Agreement, and Escrow Agent is hereby indemnified against any expense or liability as a result of such default. These instructions shall not be subject to rescission or modification unless all parties to this Agreement submit joint written instructions to Escrow Agent and Escrow Agent has consented to the modification in writing.

e. Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt, or other document believed by Escrow Agent to be genuine and to be signed by the proper party or parties.

f. Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection with this Agreement, except its own willful misconduct, and Escrow Agent shall have no duties to anyone except the parties signing this Agreement.

g. Escrow Agent may consult with legal counsel in the event of any dispute or questions as to the construction of this Agreement, or Escrow Agent's duties under this Agreement, and Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of counsel.

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Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share Payment and Escrow Agreement)

h. Escrow Agent assumes no liability, and the Parties consent and agree that Escrow Agent shall have no liability for any misappropriation, insolvency, receivership or conservatorship of the depository institution.

i. The Escrow Agent shall not have any liability due to any of the parties (other than Escrow Agent) filing for bankruptcy or the consequences or effect of a bankruptcy on the funds and/or documents deposited under this Agreement.

j. The parties agree that Escrow Agent assumes no liability for and is expressly released from any claim in connection with the receiving, retaining and delivering of the above papers and funds except to account for payment and/or delivery made in accordance with the parties' instructions. Deposit by Escrow Agent of the documents and funds (less charges and expenses) of this Agreement in court shall relieve Escrow Agent of all further responsibility and liability. Escrow Agent is hereby expressly authorized to disregard in its sole discretion any and all notices or warnings given by any of the parties to this Agreement, or by any other person or corporation, once this Agreement is deposited or interpled to the court. The Escrow Agent is hereby expressly authorized to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrow Agent obeys or complies with any order, judgment or decree of any court it shall not be liable to any of the parties to this Agreement, or to any other person, firm or corporation. In case of any suit or proceeding regarding this Agreement, to which Escrow Agent is or may be at any time a party, the undersigned jointly and severally agree to indemnify and hold harmless Escrow Agent from all loss, costs or damages incurred, including but not limited to attorneys' fees. The undersigned also jointly and severally agree to pay Escrow Agent, upon demand, all costs, fees and expenses incurred in the course of litigating the contents of this Agreement.

k. In case of any suit or proceeding regarding this Agreement, Escrow Agent shall have a lien on the contents of Escrow Funds for any and all cost, attorneys' fees, whether counsel shall be regularly retained or specially employed, and other expenses which Escrow Agent may have incurred or become liable for, and Escrow Agent shall be entitled to reimburse itself out of Escrow Funds.

l. In the event that Escrow Agent performs any service not specifically described in this Agreement, or that there is any assignment or attachment of any interest in the Escrow Funds or documents, or that any controversy arises, or that Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this Agreement, Escrow Agent shall be reasonably compensated and reimbursed for all costs and expenses incurred; and the parties agree jointly and severally to pay the Escrow Agent for additional services rendered. To the extent allowed by law, the parties also agree to jointly and severally indemnify Escrow Agent against any loss, liability, or expense incurred in any act performed under this Agreement. Escrow Agent may interplead the subject matter of this Agreement into any court of competent jurisdiction in Dallas County, Texas, and the act of interpleader shall immediately relieve Escrow Agent of the duties,

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Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share Payment and Escrow Agreement)

liabilities, and responsibilities under this Agreement.

6. Compensation of the Escrow Agent. For its ordinary services hereunder, Escrow Agent shall be entitled to an initial fee of $500, payable by the Owner on the Effective Date of this Agreement.

7. Assignment. This Agreement shall not be assigned by any of the parties.

8. Notices. Any notice required or permitted hereunder, including a change of address or email, shall be made by: (i) certified mail, return receipt requested, addressed to the parties hereto and specified herein, or (ii) by overnight special delivery service such as Federal Express addressed as in "(i)" above, or (iii) by personal delivery with receipt of delivery, with each of 10(i), or (iv) by an email. Such notices shall be given to the parties hereto at the following addresses:

If to Developer:
Lilyana Pod Phases, LLC
Hillwood Communities
3000 Turtle Creek Blvd.
Dallas, TX 75219
Attention: Renee Cousins
Phone: 972.201.2980
Email: renee.cousins@hillwood.com

With a Copy to:
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, TX 75218
Attention: Melissa Lindelow
Phone: 817.405.9937
Email: melissa.lindelow@svlandlaw.com

If to City:
City of Celina
142 N. Ohio Street
Celina, TX 75009
Attention: Jason Laumer, City Manager
Phone: 972.382.2682 x 1000
Fax: 972.382.3736
Email: jlaumer@celina-tx.gov

With a Copy to:
City of Celina
142 N Ohio Street
Celina, TX 75009
Attention: Kimberly Brawner,
Assistant City Manager
Phone: 972.382.2682 x 1081
Fax: 972.382.3736
Email: kbrawner@celina-tx.gov

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Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share Payment and Escrow Agreement)

If to Escrow Agent: American Escrow Company
2626 Howell Street, 10th Floor
Dallas, Texas 75204-4064
Attention: Shayna Dawson
Phone: 214.855.7768
Email: sdawson@republictitle.com

With a Copy to: Bill Kramer
Phone: 214.855.8888
Email: Bkramer@republictitle.com

Any party hereto may at any time by giving five (5) days' written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

9. Choice of Law. The provisions of this Agreement shall be governed by the laws of the State of Texas.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

11. Headings. The headings of this Agreement are inserted for convenience of reference only, and shall in no way affect, modify or define, or be used in construing, the text of this agreement.

12. Contract for Services. The City agrees that this Agreement constitutes a contract for services for which the City's immunity is waived by statute.

13. Form 1295. Submitted herewith by the Owner is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC. The City hereby confirms receipt of such form from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form.

Signature Page Follows

DRAFT

Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share Payment and Escrow Agreement)

IN WITNESS WHEREOF, the parties hereto have executed these presents to be effective on the day and year first above written.

Owner

Lilyana Pod Phases, LLC

By: _____
Name: _____
Title: _____

City

The City of Celina, Texas

By: _____
Name: _____
Title: _____

ESCROW AGENT:

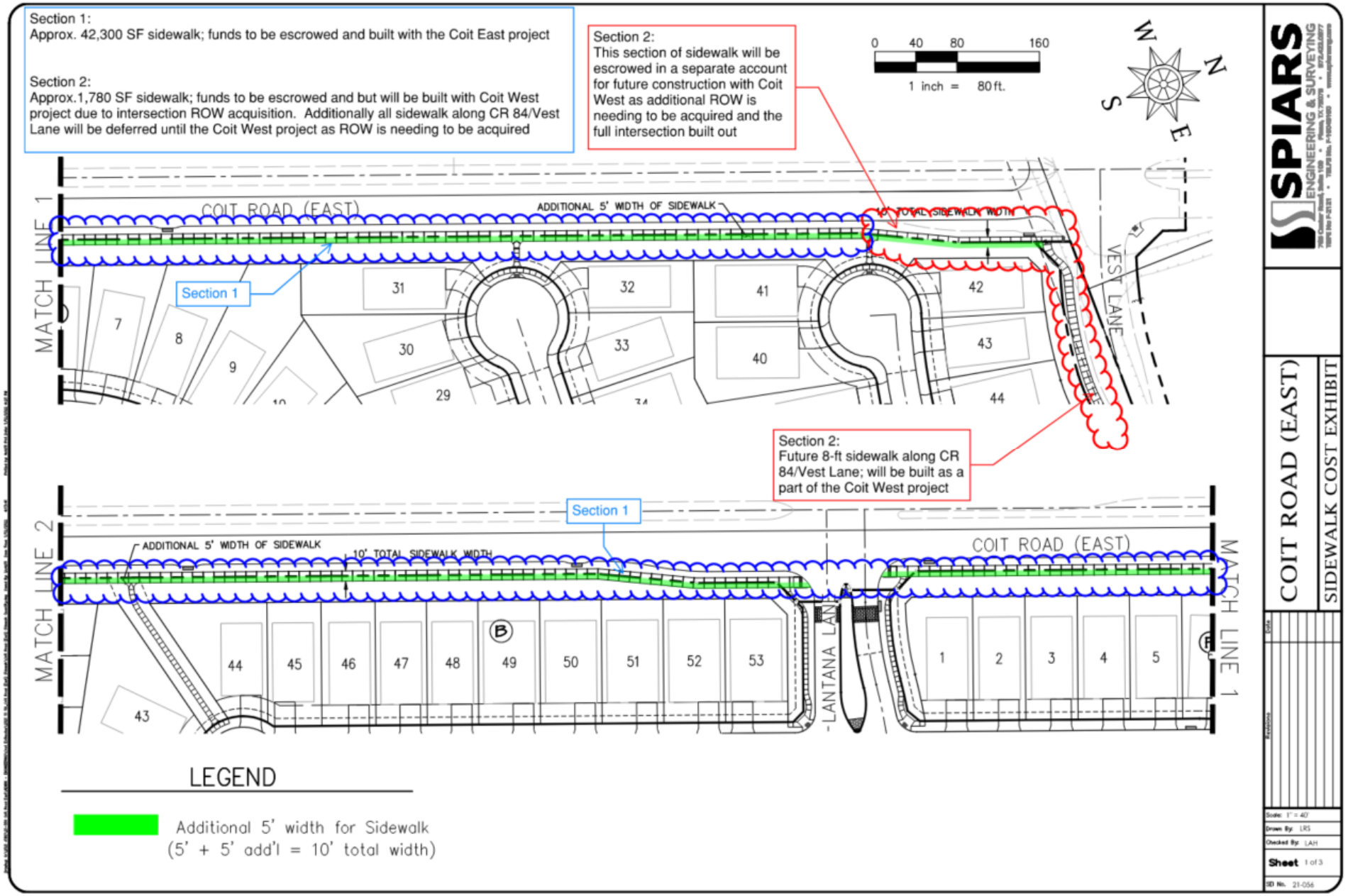
AMERICAN ESCROW COMPANY
a Texas corporation

By: _____
Name: _____
Authorized Signatory

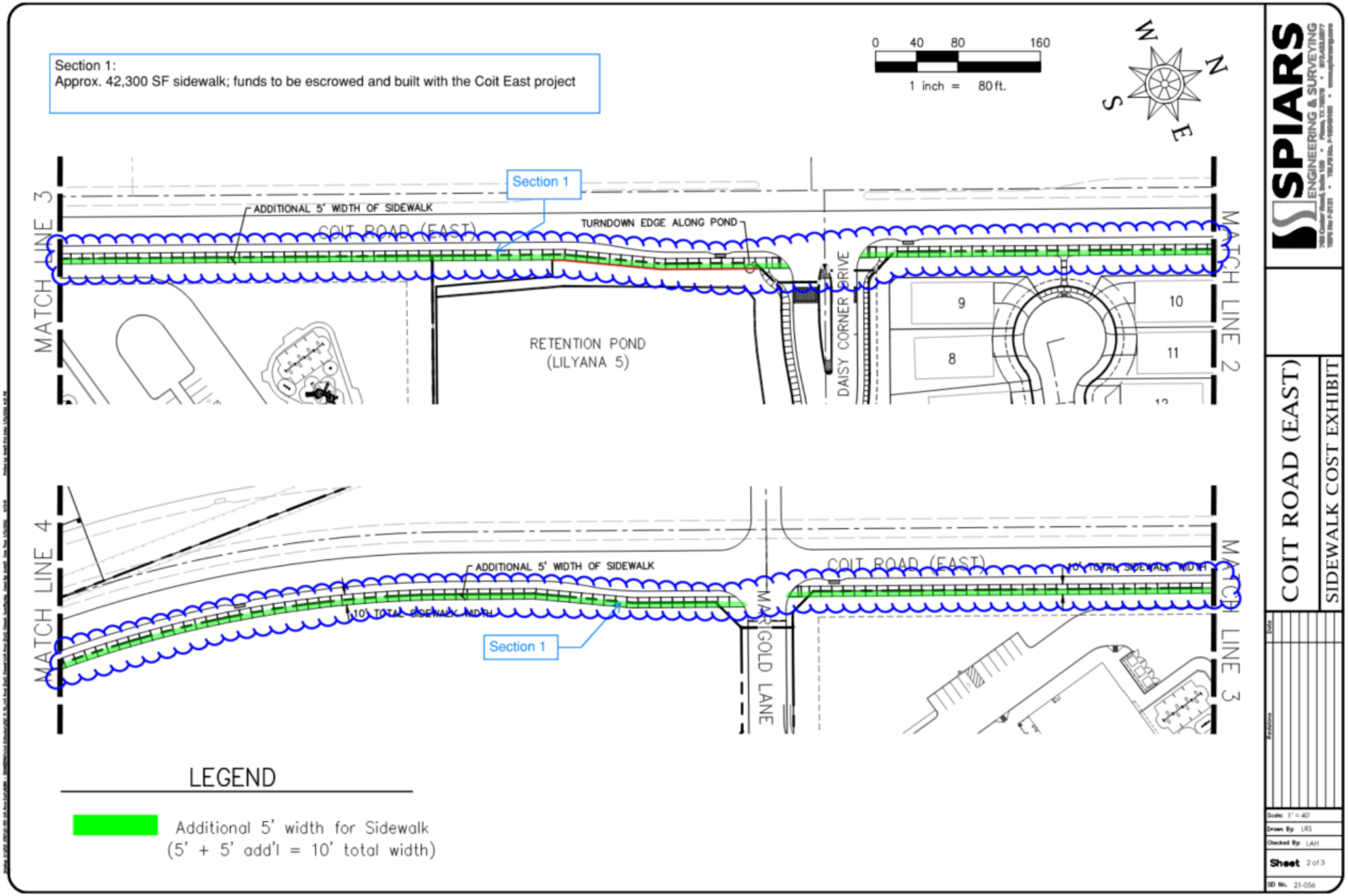
DRAFT

Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share Payment and Escrow Agreement)

Exhibit A
Oversized Sidewalk Improvements



Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share

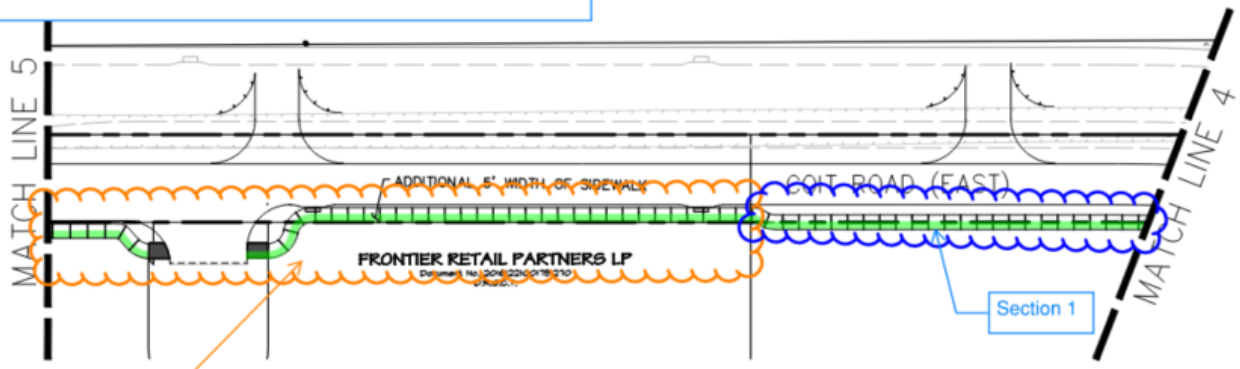


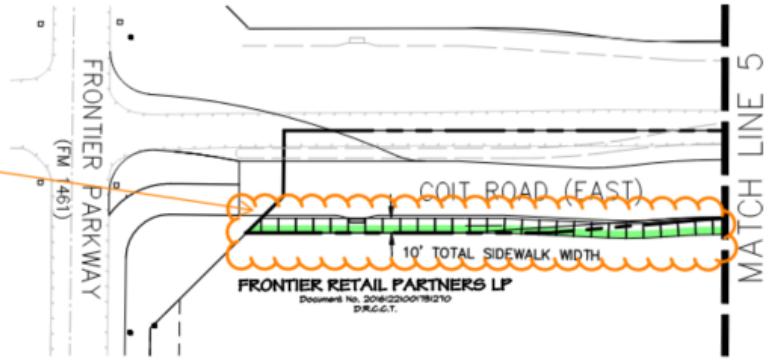
Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share

Section 1:
Approx. 42,300 SF sidewalk; funds to be escrowed and built with the Coit East project

Section 3:
Approx. 7,750 SF sidewalk; funds to be escrowed for future construction, when additional ROW or easement can be acquired by adjacent property owner @ Commercial Property

0 40 80 160
1 inch = 80 ft.





Section 3:
Construction for the section of sidewalk adjacent to the commercial property south of Lilyana will be deferred until additional ROW or easement can be acquired by the City

LEGEND

Additional 5' width for Sidewalk
(5' + 5' add'l = 10' total width)

SPIARS ENGINEERING & SURVEYING

COIT ROAD (EAST)
SIDEWALK COST EXHIBIT

Scale: 1" = 40'
Drawn By: LRS
Checked By: LAH
Sheet 3 of 3
JID No. 21-056

Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share

City / Lilyana Construction Escrow Estimate

3/1/2022 pricing is based off contract with Sinacola, unless otherwise noted

				SECTION 1
Sidewalk Per DA - Coit East				
		SF		21,150
	City Cost (55%)	$	5.25	$ 61,070.63
	Hillwood Cost (45%)	$	5.25	$ 49,966.88
				$ 111,037.50
			GRAND TOTAL	**$ 111,037.50**

City / Lilyana Construction Escrow Estimate

3/1/2022 pricing is based off contract with Sinacola, unless otherwise noted

Oversized Sidewalk Improvements

	Description	Unit	Quantity	Unit Price	Total Cost
Section 1					
	Section 1 - 10-ft wide sidewalk (6 in thick) (costs are estimates)	SF	42,300	$ 6.25	$ 264,375.00
	Turndown Edge -- adjacent to pond (costs are estimates)	LF	200	$ 10.50	$ 2,100.00
	Contingency 10%	LS	1	$ 26,647.50	$ 26,647.50
	TOTAL COST - SECTION 1				$ 293,122.50
	City Contribution per Development Agreement				$ (61,070.63)
	Owner Contribution per Development Agreement				$ (49,966.88)
	ADDITIONAL CITY CONTRIBUTION - SECTION 1				**$ 182,085.00**

CONTRIBUTION FOR OVERSIZED SIDEWALK IMPROVEMENTS					**$ 182,085.00**

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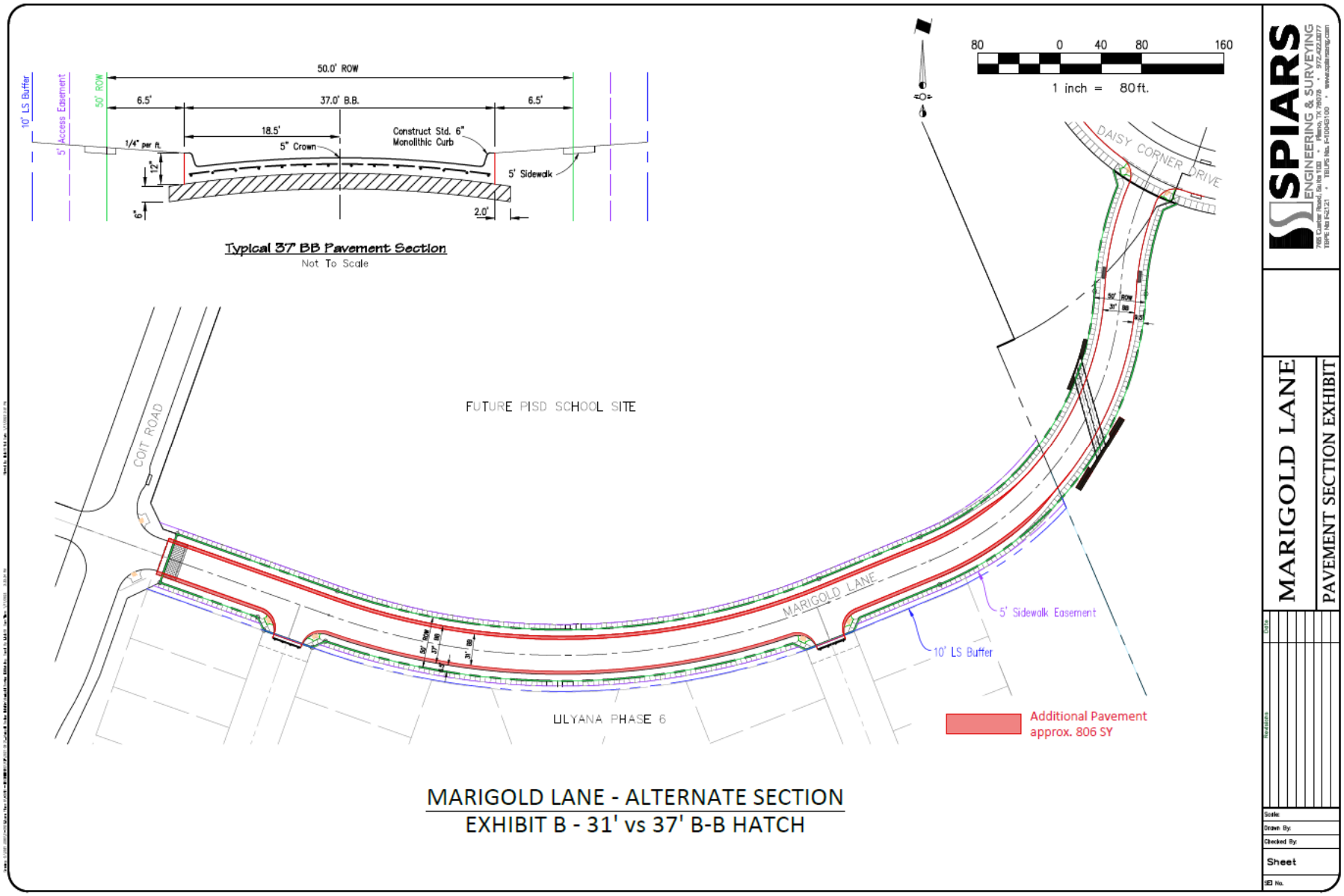
Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share Payment and Escrow Agreement)

Exhibit B
Oversized Marigold Improvements



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Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share

City / Lilyana Construction Escrow Estimate

3/1/2022 pricing is based off contract with Sinacola, unless otherwise noted

Description					Total Cost
Oversized Marigold Improvements					
	TOTAL COST - Expanded Section 37-ft B-B (includes 10% contingency)				**$ 314,399.31**
	TOTAL COST - Original Section 31-ft B-B (includes 10% contingency)				**$ 265,948.21**
COST DELTA FOR OVERSIZED MARIGOLD IMPROVEMENTS					**$ 48,451.09**

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Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share Payment and Escrow Agreement)

Attachment: DRAFT_LEGAL-#104605-v6-Escrow_Agreement_with_Celina (Coit Road East – Cost Share Payment and Escrow Agreement)

MARIO SINACOLA & SONS
EXCAVATING, INC.

March 2, 2022

Hillwood Communities
3000 Turtle Creek Boulevard
Dallas, Texas 75219

ATTENTION: **Ms Renee Cousins, P.E.**

GENTLEMEN: We propose to furnish all labor, materials and equipment necessary to construct the following described work:

PROJECT: **Lilyana Phase 5 & Coit East - RFP 003**
LOCATION: **Celina, Texas**

Option 1 - Marigold 31' BB

Item	Description	Quantity	Unit	Unit Bid		Total Bid
1	6" Concrete Pavement	4,433.00	SY	$45.45	$	201,479.85
2	6" Lime Stabilized Subgrade	5,019.00	SY	$3.75	$	18,821.25
3	Hydrated Lime (45 #/SY)	113.00	TONS	$190.00	$	21,470.00
	Option 1 - Marigold 31' BB TOTAL				**$**	**241,771.10**

Option 2 - Marigold 37' BB

Item	Description	Quantity	Unit	Unit Bid		Total Bid
1	6" Concrete Pavement	5,239.00	SY	$45.45	$	238,112.55
2	6" Lime Stabilized Subgrade	5,932.00	SY	$3.75	$	22,245.00
3	Hydrated Lime (45 #/SY)	134.00	TONS	$190.00	$	25,460.00
	Option 2 - Marigold 37' BB TOTAL				**$**	**285,817.55**

HILLWOOD
A PEROT COMPANY℠

August 3, 2021

VIA OVERNIGHT DELIVERY

City of Celina
142 N. Ohio St.
Celina, Texas 75009
Attn: Jason Laumer, City Manager
E-mail:jlaumer@celina-tx.gov
FAX: (972) 382-3736

Re: Notice of Intent to Commence Construction of Coit Road (East Side) ("Notice"), under Amended and Restated Development Agreement dated effective April 28, 2015 ("Amended and Restated Development Agreement"), as amended by that First Amendment to Amended and Restated Development Agreement dated effective February 13, 2018 (the "First Amendment" and together with Amended and Restated Development Agreement, collectively, the "Development Agreement") between the City of Celina (the "City") and Celina Development, LLC, ("Celina Development"), as assignee of the rights of "Owner" and "Hillwood" under the Development Agreement. Capitalized terms not otherwise defined herein shall have the same meanings as in the Development Agreement.

Dear Mr. Laumer,

Pursuant to Section 5.02(a) of the above-referenced Development Agreement, notice is hereby given to the City that Celina Development intends to commence construction of the eastern lanes of Coit Road, adjacent to Lilyana Phase 5 (the "Phase 5 Roadway") within 180 days of the date of this Notice letter. Attached for your reference is a copy of the Engineer's Estimate of Anticipated Costs for the construction of the Phase 5 Roadway. The City Contribution for the Phase 5 Roadway, per Section 5.01(d) of the Development Agreement, as amended by Section 2.8 of the First Amendment, is 55%, estimated to be $2,183,909.65.

As required under Section 5.02(a) of the Development Agreement, please arrange to deposit $2,183,909.65 in escrow no later than February 3, 2022. Once deposited, please provide us with the applicable information regarding the escrow account.

Attachment: Notice of Intent- Coit Road East (Coit Road East – Cost Share Payment and Escrow Agreement)

For future information, construction of the western lanes of Coit Road and County Road 83, adjacent to Lilyana Phase 7 (the "Phase 7 Roadway") is anticipated to begin 3Q2022. To help the City with budgeting needs, the anticipated 55% City contribution for the Phase 7 Roadway is estimated to be $2,207,679.86. Official notice will be given 180 days prior to commencement of the Phase 7 Roadway.

Thank you for your anticipated cooperation. Please contact me with any questions.

Sincerely,

Kimberly Comiskey

Kim Comiskey
Project Manager
HILLWOOD COMMUNITIES

Cc: Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
Attn: Lance Vanzant
E-mail: lvanzant@hbwvlaw.com
FAX: (866) 580-1744

Messer, Rockefeller & Fort, P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
Attn: Julie Fort
E-mail: julie@txmunicipallaw.com
FAX: (972) 668-6414

Jul-21

Coit Road

	Description	Unit	Quantity	Unit Price	Total Cost
Erosion Control					
	Silt Fence	LF	12,548	$ 1.50	$ 18,822.00
	Curlex	LF	11,416	$ 1.30	$ 14,840.80
	Rock Check Dams	LF	25	$ 65.00	$ 1,625.00
	Inlet Protection	EA	20	$ 155.00	$ 3,100.00
	Construction Entrance	EA	1	$ 2,500.00	$ 2,500.00
	Broadcast Seeding	AC	18.0	$ 350.00	$ 6,300.00
	Total Erosion Control				**$ 47,187.80**
Excavation					
	Unclassified Excavation	CY	37,510	$ 2.50	$ 93,775.00
	Remove & Dispose of Asphalt Pavement	SY	2,782	$ 15.00	$ 41,730.00
	Clearing and Grubbing	AC	15.5	$ 2,500.00	$ 38,750.00
	Total Excavation				**$ 174,255.00**
Paving					
	9" Reinf. Concrete Pavement	SY	35,750	$ 48.00	$ 1,716,000.00
	8" Lime Stabilized Subgrade (2' outside back of curb)	SY	40,111	$ 5.00	$ 200,555.00
	8% Hydrated Lime (54 lbs/sy)	TONS	1,083	$ 170.00	$ 184,109.49
	10 Mil Poly (4' outside back of curb for 50% of road)	SF	39,960	$ 0.30	$ 11,988.00
	Connect to Existing Concrete Header	LF	39	$ 15.00	$ 585.00
	Temporary Right Turn Lane (535 LF)(FM 1461) & accecl lane (600 LF)	LS	1	$ 250,000.00	$ 250,000.00
	5' Sidewalk	SF	29,465	$ 5.50	$ 162,057.50
	10' Sidewalk	SF	41,690	$ 5.50	$ 229,295.00
	Striping/Buttons	LS	1	$ 35,000.00	$ 35,000.00
	Traffic Control	LS	1	$ 20,000.00	$ 20,000.00
	Total Paving				**$ 2,809,589.99**
Water					
	12" PVC Water	LF	5,582	$ 40.00	$ 223,280.00
	8" PVC water	LF	544	$ 28.55	$ 15,531.20
	6" PVC water	LF	756	$ 25.00	$ 18,900.00
	12" Gate Valves	EA	22	$ 2,200.00	$ 48,400.00
	8" Gate Valves	EA	5	$ 1,340.00	$ 6,700.00
	6" Gate Valves	EA	19	$ 850.00	$ 16,150.00
	6" x 6" Tapping Sleeve	EA	1	$ 3,500.00	$ 3,500.00
	12" x 12" Cut in Tee	EA	1	$ 6,500.00	$ 6,500.00
	Fire Hydrants & Assembly	EA	19	$ 3,858.75	$ 73,316.25
	Cast Iron Fittings	TONS	4.73	$ 5,000.00	$ 23,650.00
	Concrete Blocking	LS	1	$ 4,730.00	$ 4,730.00
	Trench Safety	LF	6,882	$ 0.10	$ 688.20
	Water Line Testing	LF	6,882	$ 0.50	$ 3,441.00
	Total Water				**$ 444,786.65**
Sanitary Sewer					
	8" PVC (SDR 35)	LF	767	$ 30.20	$ 23,163.40
	4' Dia. M.H.	EA	2	$ 4,882.50	$ 9,765.00
	Trench Safety	EA	6,882	$ 0.10	$ 688.20
	Sanitary Sewer Line Testing	EA	6,882	$ 1.00	$ 6,882.00
	Total Water				**$ 40,498.60**

Attachment: Notice of Intent- Coit Road East (Coit Road East – Cost Share Payment and Escrow Agreement)

	Description	Unit	Quantity	Unit Price	Total Cost
Storm Sewer					
	18" RCP (Class III)	LF	2,010	$ 50.00	$ 100,500.00
	21" RCP (Class III)	LF	740	$ 65.00	$ 48,100.00
	24" RCP (Class III)	LF	616	$ 70.00	$ 43,120.00
	27" RCP (Class III)	LF	1,198	$ 80.00	$ 95,840.00
	33" RCP (Class III)	LF	1,108	$ 95.00	$ 105,260.00
	36" RCP (Class III)	LF	1,142	$ 104.00	$ 118,768.00
	39" RCP (Class III)	LF	95	$ 128.00	$ 12,160.00
	48" RCP (Class III)	LF	229	$ 178.00	$ 40,762.00
	6'x4' RCB (Class III)	LF	750	$ 340.00	$ 255,000.00
	6'x5' RCB (Class III)	LF	264	$ 450.00	$ 118,800.00
	7'x5' RCB (Class III)	LF	155	$ 525.00	$ 81,375.00
	4' Storm Manhole	EA	5	$ 5,500.00	$ 27,500.00
	5' Storm Manhole	EA	1	$ 6,500.00	$ 6,500.00
	7'x5' Junction Structure	EA	2	$ 10,500.00	$ 21,000.00
	8'x5' Junction Structure	EA	1	$ 15,500.00	$ 15,500.00
	10' Standard Curb Inlet	EA	14	$ 3,975.00	$ 55,650.00
	3'X3' Drop Inlet	EA	6	$ 3,202.50	$ 19,215.00
	TxDOT CH-PW-S Headwall (7'x5')	EA	1	$ 25,000.00	$ 25,000.00
	12" Gabion Mattress	SY	75	$ 192.00	$ 14,400.00
	Trench Safety	LF	8,307	$ 0.10	$ 830.70
	misc storm---for large items and debris separators	LS	1	$ 40,000.00	$ 40,000.00
	Storm Sewer Line Testing and TV Insp.	LF	8,307	$ 1.25	$ 10,383.75
	Total Storm Sewer				**$ 1,255,664.45**
Street Signs					
	Street Name Signs	EA	8	$ 500.00	$ 4,000.00
	Speed Limit Signs	EA	5	$ 500.00	$ 2,500.00
	Stop Signs	EA	7	$ 500.00	$ 3,500.00
	Street Lights	EA	16	$ 15,000.00	$ 233,333.33
	Total Street Lights & Signs				**$ 243,333.33**
TOTAL HARD COST					**$ 5,015,315.82**
Soft Cost					
	Project Mobilization (3%)				$ 150,459.47
	Construction Material Testing (2%)				$ 100,306.32
	Soil Testing - Prelim/Final Geotech Recommendations				$ 25,000.00
	Engineering, Construction Staking, Admin.				$ 601,837.90
	Topo				$ 10,500.00
	Maintenance Bond				$ 67,650.62
	TxDOT Permitting				$ 25,000.00
	Construction/Final Plat				$ 20,000.00
	15% Contingency				$ 752,297.37
TOTAL SOFT COST					**$ 1,602,592.21**

GRAND TOTAL COST **$ 6,617,908.03**

TOTAL City of Celina **$ 3,639,849.42**

TOTAL Hillwood **$ 2,978,058.61**

PROJECT BREAKDOWN (55% City of Celina Cost)	Ph 5 Roadway (assumes 60% of costs)	$ 2,183,909.65
	Ph 7 Roadway (assumes 40% of costs)	$ 1,455,939.77

Attachment: Notice of Intent- Coit Road East (Coit Road East – Cost Share Payment and Escrow Agreement)

Jul-21

CR 83 - Celina, TX

	Description	Unit	Quantity	Unit Price	Total Cost
Erosion Control					
	Silt Fence	LF	4,000	$ 1.65	$ 6,600.00
	Curlex	LF	4,000	$ 1.30	$ 5,200.00
	Inlet Protection	EA	11	$ 175.00	$ 1,925.00
	Broadcast Seeding	AC	1.2	$ 440.00	$ 527.18
	Total Erosion Control				**$ 14,252.18**
Excavation					
	Site Preparation	AC	2.75	$ 8,800.00	$ 24,200.00
	Unclassified Excavation	CY	6,655	$ 3.00	$ 19,965.00
	Moisture Condition 5' Depth (within ROW)--assumes 50% of road	CY	7,200	$ 5.00	$ 36,000.00
	Fine Grading	SY	9,080	$ 2.00	$ 18,160.00
	Remove and Dispose of Driveway Culverts (RCP and CMP)	LF	200	$ 25.00	$ 5,000.00
	Remove & Dispose of Asphalt Pavement	SY	4,700	$ 8.00	$ 37,600.00
	Remove & Replace Ex. Misc. Fencing	LS	1	$ 22,000.00	$ 22,000.00
	Sod Behind Curb (East Side of CR 84)	SY	4,500.0	$ 3.96	$ 17,820.00
	Total Excavation				**$ 180,745.00**
Paving					
	7" Reinf. Concrete Pavement	SY	7,511	$ 40.00	$ 300,440.00
	6" Lime Stabilized Subgrade (2' outside back of curb)	SY	8,640	$ 3.30	$ 28,512.00
	7.5% Hydrated Lime (45 lbs/sy)	TONS	194	$ 170.00	$ 33,048.00
	10 Mil Poly (4' outside back of curb for full length of road)	SF	8,000	$ 0.30	$ 2,400.00
	Temporary Asphalt Pavement	SY	0	$ 45.00	$ -
	Remove & Replace Ex. Concrete Drives	SY	491	$ 59.40	$ 29,165.40
	Remove & Replace Ex. Asphalt Drives	SY	282	$ 79.20	$ 22,334.40
	Connect to Ex. Asphalt Pavement	LF	130	$ 15.00	$ 1,950.00
	Connect to Ex. Concrete Drive	LF	157	$ 15.00	$ 2,355.00
	Concrete Header	LF	27	$ 10.00	$ 270.00
	8' Sidewalk	SF	16,000	$ 5.50	$ 88,000.00
	Striping/Buttons	LS	1	$ 17,500.00	$ 17,500.00
	Traffic Control	LS	1	$ 25,000.00	$ 25,000.00
	Total Paving				**$ 550,974.80**
Sanitary Sewer					
	8" PVC (SDR 35)	LF	0	$ 27.00	$ -
	4' Dia. M.H.	EA	0	$ 3,200.00	$ -
	Connect to Existing Manhole	EA	0	$ 1,500.00	$ -
	Trench Safety	LF	0	$ 0.30	$ -
	Sanitary Sewer Line Testing	LF	0	$ 1.50	$ -
	Total Sanitary Sewer				**$ -**
Water					
	Relocate Ex. Fire Hydrant	EA	2	$ 1,425.00	$ 2,850.00
	Adjust Ex. Gate Valve	EA	5	$ 250.00	$ 1,250.00
	Total Water				**$ 4,100.00**
Storm Sewer					
	18" RCP (Class III)	LF	461	$ 50.00	$ 23,050.00
	24" RCP (Class III)	LF	34	$ 70.00	$ 2,380.00
	27" RCP (Class III)	LF	465	$ 82.00	$ 38,130.00
	30" RCP (Class III)	LF	25	$ 103.13	$ 2,578.25
	36" RCP (Class III)	LF	275	$ 133.95	$ 36,836.25
	39" RCP (Class III)	LF	447	$ 160.74	$ 71,850.78
	10' Standard Curb Inlet	EA	8	$ 4,025.00	$ 32,200.00
	3' x 3' Drop Inlet	EA	1	$ 3,321.45	$ 3,321.45
	4' x 4' Drop Inlet	EA	2	$ 3,811.50	$ 7,623.00
	Trench Safety	LF	1,707	$ 0.10	$ 170.70
	Storm Sewer Line Testing and TV Insp.	LF	1,707	$ 1.25	$ 2,133.75
	misc storm---for large items and debris separators	LS	1	$ 25,000.00	$ 25,000.00
	Total Storm Sewer				**$ 245,274.18**

Attachment: Notice of Intent- Coit Road East (Coit Road East – Cost Share Payment and Escrow Agreement)

	Description	Unit	Quantity	Unit Price	Total Cost
Street Signs					
	Street Lights	EA	0	$ -	$ -
	Street Name Signs	EA	4	$ 715.00	$ 2,860.00
	Speed Limit Signs	EA	2	$ 715.00	$ 1,430.00
	Stop Signs	EA	4	$ 715.00	$ 2,860.00
	Total Street Lights & Signs				**$ 7,150.00**
TOTAL HARD COST					**$ 1,002,496.16**
Soft Cost					
	Project Mobilization (3%)				$ 30,074.88
	Construction Material Testing (2%)				$ 20,049.92
	Soil Testing - Prelim/Final Geotech Recommendations				$ 15,000.00
	Engineering, Construction Staking, Admin.				$ 150,374.42
	Topo				$ 6,500.00
	Maintenance Bond				$ 12,005.23
	TxDOT Permitting				$ -
	ROW Docs				$ 10,000.00
	15% Contingency				$ 150,374.42
TOTAL SOFT COST					**$ 364,304.01**

GRAND TOTAL COST **$ 1,366,800.17**

TOTAL City of Celina **$ 751,740.09**

TOTAL Hillwood **$ 615,060.08**

PROJECT BREAKDOWN (55% City of Celina Cost)	Ph 5 Roadway	$ -
	Ph 7 Roadway	$ 751,740.09

Attachment: Notice of Intent- Coit Road East (Coit Road East – Cost Share Payment and Escrow Agreement)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: May 10, 2022
Re: Coit Road Water Line Phase 1

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

Background Information:
On April 12, 2022, the City received responses to bid 2022-0146 for the Coit Road Water Line Phase 1. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred seventy-seven vendors were notified. One No-Bid and nine responses were received.

An initial review was done by Purchasing and forwarded to staff and the Engineer of Record. The engineer reviewed the submittal and verified references.

The contract period is for 120 days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement
Tab Sheet

Staff Recommendation:
Award Bid # 2022-0146

BID TABULATION

Bid # 2022-0146

Coit Road Water Line, Phase 1

				Pittard Construction Company		Maya Underground Contractors LLC		KIK Underground, LLC		ANA Site Construction		Flow-Line Construction, Inc.	
				Total Price	$4,101,998.55	Total Price	$4,258,794.00	Total Price	$4,496,639.00	Total Price	$4,629,513.50	Total Price	$5,023,527.0
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	24" PVC Water (C900 DR 18)	8890	LF	$266.50	$2,369,185.00	$246.00	$2,186,940.00	$287.70	$2,557,653.00	$264.90	$2,354,961.00	$240.00	$2,133,600.0
2	18" PVC Water (C900 DR 18)	833	LF	$177.00	$147,441.00	$175.00	$145,775.00	$175.00	$145,775.00	$156.85	$130,656.05	$220.00	$183,260.0
3	12" PVC Water (C900 DR 18)	140	LF	$85.00	$11,900.00	$95.00	$13,300.00	$91.60	$12,824.00	$70.45	$9,863.00	$170.00	$23,800.0
4	6" PVC Water (C900 DR 14)	130	LF	$55.00	$7,150.00	$55.00	$7,150.00	$41.10	$5,343.00	$56.50	$7,345.00	$160.00	$20,800.0
5	18" Butterfly Valve	3	EA	$9,560.00	$28,680.00	$10,781.00	$32,343.00	$8,369.00	$25,107.00	$11,130.00	$33,390.00	$16,000.00	$48,000.0
6	24" Butterfly Valve	32	EA	$13,030.00	$416,960.00	$14,336.00	$458,752.00	$13,007.00	$416,224.00	$16,575.00	$530,400.00	$20,000.00	$640,000.0
7	12" Gate Valve	8	EA	$4,675.00	$37,400.00	$4,870.00	$38,960.00	$4,802.00	$38,416.00	$5,230.00	$41,840.00	$9,000.00	$72,000.0
8	6" Gate Valve	13	EA	$2,250.00	$29,250.00	$2,445.00	$31,785.00	$2,397.00	$31,161.00	$2,220.00	$28,860.00	$4,000.00	$52,000.0
9	18" D.I. 11.25 Bend	1	EA	$2,920.00	$2,920.00	$3,132.00	$3,132.00	$3,385.00	$3,385.00	$4,135.00	$4,135.00	$4,000.00	$4,000.0
10	18"x6" D.I. Tee	2	EA	$3,500.00	$7,000.00	$3,515.00	$7,030.00	$3,476.00	$6,952.00	$4,165.00	$8,330.00	$4,000.00	$8,000.0
11	18"x12" D.I. Reducer	1	EA	$2,200.00	$2,200.00	$2,675.00	$2,675.00	$2,393.00	$2,393.00	$3,240.00	$3,240.00	$3,000.00	$3,000.0
12	24" D.I. 11.25 Bend	1	EA	$3,865.00	$3,865.00	$4,422.00	$4,422.00	$4,581.00	$4,581.00	$5,360.00	$5,360.00	$7,000.00	$7,000.0
13	24" D.I. 22.5 Bend	5	EA	$4,050.00	$20,250.00	$4,619.25	$23,096.25	$4,791.00	$23,955.00	$5,425.00	$27,125.00	$7,000.00	$35,000.0
14	24" D.I. 45 Bend	12	EA	$4,125.00	$49,500.00	$4,904.00	$58,848.00	$4,888.00	$58,656.00	$5,990.00	$71,880.00	$7,000.00	$84,000.0
15	24"x24" D.I. Tee	5	EA	$8,470.00	$42,350.00	$8,685.75	$43,428.75	$9,106.00	$45,530.00	$10,560.00	$52,800.00	$10,000.00	$50,000.0
16	24"x12" D.I. Tee	8	EA	$6,650.00	$53,200.00	$6,584.50	$52,676.00	$6,330.00	$50,640.00	$6,280.00	$50,240.00	$8,000.00	$64,000.0
17	24"x6" D.I. Tee	11	EA	$5,275.00	$58,025.00	$5,024.00	$55,264.00	$5,202.00	$57,222.00	$6,010.00	$66,110.00	$6,000.00	$66,000.0
18	24"x18" D.I. Reducer	1	EA	$3,132.00	$3,132.00	$3,827.00	$3,827.00	$4,061.00	$4,061.00	$5,925.00	$5,925.00	$5,000.00	$5,000.0
19	12" Plug	7	EA	$750.00	$5,250.00	$813.00	$5,691.00	$928.00	$6,496.00	$1,565.00	$10,955.00	$1,000.00	$7,000.0
20	24" Plug	4	EA	$2,610.00	$10,440.00	$2,710.00	$10,840.00	$2,732.00	$10,928.00	$4,325.00	$17,300.00	$3,000.00	$12,000.0
21	Fire Hydrant Assembly	11	EA	$6,465.00	$71,115.00	$6,087.00	$66,957.00	$5,624.00	$61,864.00	$5,695.00	$62,645.00	$10,000.00	$110,000.0
22	24 Water Line by By Dry Bore with 42 Steel Encasement	556	LF	$675.00	$375,300.00	$1,057.00	$587,692.00	$1,055.00	$586,580.00	$1,230.30	$684,046.80	$1,400.00	$778,400.0
23	24" Water Line by Open Cut with 42" Steel Encasement	330	LF	$580.00	$191,400.00	$616.00	$203,280.00	$522.00	$172,260.00	$694.60	$229,218.00	$900.00	$297,000.0
24	Combination Air and Vacuum Release Valve and Valve Vault	6	EA	$12,910.00	$77,460.00	$16,378.00	$98,268.00	$10,869.00	$65,214.00	$11,215.00	$67,290.00	$11,000.00	$66,000.0
25	Connection to Existing Water Main	4	EA	$3,550.00	$14,200.00	$6,383.00	$25,532.00	$3,520.00	$14,080.00	$5,995.00	$23,980.00	$13,000.00	$52,000.0
26	Turf Reinforcement Matting	95	SY	$5.00	$475.00	$16.00	$1,520.00	$6.00	$570.00	$13.40	$1,273.00	$21.00	$1,995.0
27	Trench Safety Water	9687	LF	$1.00	$9,687.00	$0.80	$7,749.60	$1.00	$9,687.00	$1.00	$9,687.00	$1.00	$9,687.0
28	Block Sod (Bermuda)	617	SY	$5.00	$3,085.00	$5.50	$3,393.50	$8.00	$4,936.00	$9.70	$5,984.90	$8.00	$4,936.0
29	Hydromulch	45314	SY	$0.60	$27,188.40	$1.00	$45,314.00	$1.00	$45,314.00	$0.90	$40,782.60	$2.50	$113,285.0
30	Silt Fence	9691	LF	$1.65	$15,990.15	$1.90	$18,412.90	$2.00	$19,382.00	$2.65	$25,681.15	$4.00	$38,764.0
31	Stabilized Construction Entrance	6	EA	$1,500.00	$9,000.00	$2,077.00	$12,462.00	$1,450.00	$8,700.00	$2,850.00	$17,100.00	$5,000.00	$30,000.0
32	Project Sign	1	EA	$1,000.00	$1,000.00	$2,278.00	$2,278.00	$750.00	$750.00	$1,110.00	$1,110.00	$3,000.00	$3,000.0

Attachment: Bid Tabulation by Line (Coit Road Water Line Phase 1, W35)

BID TABULATION

Bid # 2022-0146
Coit Road Water Line, Phase 1

				Western Municipal Construction of		ATKINS BROS. EQUIP. CO., INC		Timco Blasting and Coatings, Inc		Canary Construction, Inc.	
				Total Price	$5,141,237.50	Total Price	$5,623,758.50	Total Price	$5,716,454.33	Total Price	$6,437,483.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	24" PVC Water (C900 DR 18)	8890	LF	$270.00	$2,400,300.00	$375.00	$3,333,750.00	$324.00	$2,880,360.00	$380.00	$3,378,200.00
2	18" PVC Water (C900 DR 18)	833	LF	$180.00	$149,940.00	$320.00	$266,560.00	$205.00	$170,765.00	$275.00	$229,075.00
3	12" PVC Water (C900 DR 18)	140	LF	$96.00	$13,440.00	$250.00	$35,000.00	$115.00	$16,100.00	$125.00	$17,500.00
4	6" PVC Water (C900 DR 14)	130	LF	$76.00	$9,880.00	$100.00	$13,000.00	$100.00	$13,000.00	$95.00	$12,350.00
5	18" Butterfly Valve	3	EA	$11,500.00	$34,500.00	$15,000.00	$45,000.00	$13,200.00	$39,600.00	$12,000.00	$36,000.00
6	24" Butterfly Valve	32	EA	$15,300.00	$489,600.00	$19,000.00	$608,000.00	$19,000.00	$608,000.00	$24,600.00	$787,200.00
7	12" Gate Valve	8	EA	$5,400.00	$43,200.00	$3,000.00	$24,000.00	$7,429.00	$59,432.00	$3,950.00	$31,600.00
8	6" Gate Valve	13	EA	$2,650.00	$34,450.00	$1,000.00	$13,000.00	$2,700.00	$35,100.00	$2,000.00	$26,000.00
9	18" D.I. 11.25 Bend	1	EA	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,108.00	$5,108.00	$4,500.00	$4,500.00
10	18"x6" D.I. Tee	2	EA	$13,000.00	$26,000.00	$5,000.00	$10,000.00	$5,100.00	$10,200.00	$14,500.00	$29,000.00
11	18"x12" D.I. Reducer	1	EA	$4,200.00	$4,200.00	$4,000.00	$4,000.00	$3,394.00	$3,394.00	$4,200.00	$4,200.00
12	24" D.I. 11.25 Bend	1	EA	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$7,183.00	$7,183.00	$8,500.00	$8,500.00
13	24" D.I. 22.5 Bend	5	EA	$5,900.00	$29,500.00	$5,000.00	$25,000.00	$7,400.00	$37,000.00	$8,700.00	$43,500.00
14	24" D.I. 45 Bend	12	EA	$6,350.00	$76,200.00	$5,000.00	$60,000.00	$7,300.00	$87,600.00	$11,500.00	$138,000.00
15	24"x24" D.I. Tee	5	EA	$18,800.00	$94,000.00	$7,000.00	$35,000.00	$12,343.00	$61,715.00	$30,000.00	$150,000.00
16	24"x12" D.I. Tee	8	EA	$16,400.00	$131,200.00	$7,000.00	$56,000.00	$9,576.00	$76,608.00	$22,000.00	$176,000.00
17	24"x6" D.I. Tee	11	EA	$14,800.00	$162,800.00	$7,000.00	$77,000.00	$7,300.00	$80,300.00	$16,850.00	$185,350.00
18	24"x18" D.I. Reducer	1	EA	$9,600.00	$9,600.00	$4,000.00	$4,000.00	$6,500.00	$6,500.00	$7,500.00	$7,500.00
19	12" Plug	7	EA	$2,200.00	$15,400.00	$1,000.00	$7,000.00	$1,600.00	$11,200.00	$1,250.00	$8,750.00
20	24" Plug	4	EA	$6,200.00	$24,800.00	$2,000.00	$8,000.00	$3,650.00	$14,600.00	$4,500.00	$18,000.00
21	Fire Hydrant Assembly	11	EA	$7,300.00	$80,300.00	$7,000.00	$77,000.00	$8,537.00	$93,907.00	$6,500.00	$71,500.00
22	24 Water Line by By Dry Bore with 42 Steel Encasement	556	LF	$1,430.00	$795,080.00	$770.00	$428,120.00	$1,570.00	$872,920.00	$750.00	$417,000.00
23	24" Water Line by Open Cut with 42" Steel Encasement	330	LF	$620.00	$204,600.00	$700.00	$231,000.00	$851.00	$280,830.00	$600.00	$198,000.00
24	Combination Air and Vacuum Release Valve and Valve Vault	6	EA	$16,000.00	$96,000.00	$20,000.00	$120,000.00	$14,697.00	$88,182.00	$18,000.00	$108,000.00
25	Connection to Existing Water Main	4	EA	$11,000.00	$44,000.00	$5,000.00	$20,000.00	$8,500.00	$34,000.00	$25,000.00	$100,000.00
26	Turf Reinforcement Matting	95	SY	$200.00	$19,000.00	$40.00	$3,800.00	$26.00	$2,470.00	$30.00	$2,850.00
27	Trench Safety Water	9687	LF	$1.00	$9,687.00	$0.50	$4,843.50	$4.00	$38,748.00	$2.00	$19,374.00
28	Block Sod (Bermuda)	617	SY	$8.00	$4,936.00	$40.00	$24,680.00	$11.25	$6,941.25	$15.00	$9,255.00
29	Hydromulch	45314	SY	$1.20	$54,376.80	$1.00	$45,314.00	$0.97	$43,954.58	$4.00	$181,256.00
30	Silt Fence	9691	LF	$4.70	$45,547.70	$1.00	$9,691.00	$1.50	$14,536.50	$3.00	$29,073.00
31	Stabilized Construction Entrance	6	EA	$4,200.00	$25,200.00	$4,000.00	$24,000.00	$2,500.00	$15,000.00	$1,500.00	$9,000.00
32	Project Sign	1	EA	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$1,200.00	$1,200.00	$950.00	$950.00

Attachment: Bid Tabulation by Line (Coit Road Water Line Phase 1, W35)

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **Pittard Construction Company** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby 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:

City of Celina
Coit Road Water Line Phase 1
BID 2022-0146
PROJECT W35

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:

The construction project includes:

The Coit Road Water Line Phase I project consists of approximately 8,924 LF of 24" PVC water main, 556 LF of 32" steel encasement by dry bore, 330 LF of 32" steel encasement by open-cut, and approximately 835 LF of 18" PVC water main.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **TRC Engineers, 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 **90** 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 **120** 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 ***$2,000*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially

Attachment: 00-410 - Agreement - Coit Rd Water Line Phase 1 (Coit Road Water Line Phase 1, W35)

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 ***$2,000*** 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.

For all Work other than Unit Price Work, a Lump sum of: $4,101,998.55

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.

Attachment: 00-410 - Agreement - Coit Rd Water Line Phase 1 (Coit Road Water Line Phase 1, W35)

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.

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 in their entirety:

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. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

Attachment: 00-410 - Agreement - Coit Rd Water Line Phase 1 (Coit Road Water Line Phase 1, W35)

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. Are attached to this Agreement (except s 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;

Attachment: 00-410 - Agreement - Coit Rd Water Line Phase 1 (Coit Road Water Line Phase 1, W35)

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.

EXECUTED in single or multiple originals with an effective date of **May 10, 2022.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
Jason Laumer, City Manager	Printed Name & Title
Date	Date
Address for giving notices: **City of Celina** **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	Address for giving notices:

EJCDC® C-410, Bid Form for Construction Contract.
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Attachment: 00-410 - Agreement - Coit Rd Water Line Phase 1 (Coit Road Water Line Phase 1, W35)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: May 10, 2022
Re: Coit Road Water Line Phase 2

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

Background Information:
On April 26, 2022, the City received responses to bid 2022-0146 for the fiscal year 2022 Street Maintenance. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred seventy-seven vendors were notified. Nine responses were received.

An initial review was done by Purchasing and forwarded to staff and the Engineer of Record. The engineer reviewed the submittal and verified references.

The contract period is for 105 days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement
Tab Sheet

Staff Recommendation:
Award Bid # 2022-0145

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **Maya Underground Contractors, LLC** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby 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:

City of Celina
Coit Road Water Line Phase 2
BID 2022-0146
PROJECT W35

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:

The construction project includes:

The Coit Road Water Line Phase II project consists of approximately 7,997 LF of 24" PVC water main, 80 LF of 12" PVC water main, and 80 LF of 6" PVC water main.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **TRC Engineers, 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 **90** 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 **105** 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 ***$2,000*** 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

Attachment: 00-410 - Agreement - Coit Rd Water Line Phase 2 (Coit Road Water Line Phase 2, W36)

complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$2,000*** 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.

For all Work other than Unit Price Work, a Lump sum of: $3,061,291.30

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

Attachment: 00-410 - Agreement - Coit Rd Water Line Phase 2 (Coit Road Water Line Phase 2, W36)

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.

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 in their entirety:

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. All Addenda;
10. Exhibits to this Agreement:

    a. CONTRACTOR'S Bid Response;

    b. CONTRACTOR'S Insurance

    c. Documentation submitted by CONTRACTOR prior to Notice of Award

Attachment: 00-410 - Agreement - Coit Rd Water Line Phase 2 (Coit Road Water Line Phase 2, W36)

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. Are attached to this Agreement (except s 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;

Attachment: 00-410 - Agreement - Coit Rd Water Line Phase 2 (Coit Road Water Line Phase 2, W36)

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.

EXECUTED in single or multiple originals with an effective date of **May 10, 2022.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
Jason Laumer, City Manager	Printed Name & Title
Date	Date
Address for giving notices: **City of Celina** **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	Address for giving notices:

EJCDC® C-410, Bid Form for Construction Contract.
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Attachment: 00-410 - Agreement - Coit Rd Water Line Phase 2 (Coit Road Water Line Phase 2, W36)

BID TABULATION

2022-0145
Coit Road Water Line, Phase 2

				Maya Underground		Pittard Construction Company		KIK Underground, LLC		ANA Site Construction		Flow-Line Construction, Inc.	
				Total Price	$3,061,291.30	Total Price	$3,103,311.70	Total Price	$3,228,342.80	Total Price	$3,299,645.75	Total Price	$3,624,217.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	24 inch PVC Water (C900 DR 18)	7997	LF	$247.70	$1,980,856.90	$266.50	$2,131,200.50	$285.40	$2,282,343.80	$263.35	$2,106,009.95	$240.00	$1,919,280.00
2	12 Inch PVC Water (C900 DR 18)	80	LF	$94.00	$7,520.00	$110.00	$8,800.00	$88.35	$7,068.00	$119.45	$9,556.00	$170.00	$13,600.00
3	6 Inch PVC Water (C900 DR 14)	80	LF	$56.00	$4,480.00	$55.00	$4,400.00	$40.25	$3,220.00	$79.50	$6,360.00	$160.00	$12,800.00
4	24 Inch Butterfly Valve	17	EA	$14,500.00	$246,500.00	$13,030.00	$221,510.00	$13,046.00	$221,782.00	$17,035.00	$289,595.00	$25,000.00	$425,000.00
5	12 Inch Gate Valve	4	EA	$5,000.00	$20,000.00	$4,675.00	$18,700.00	$4,968.00	$19,872.00	$5,315.00	$21,260.00	$9,000.00	$36,000.00
6	6 Inch Gate Valve	8	EA	$2,561.00	$20,488.00	$2,250.00	$18,000.00	$2,415.00	$19,320.00	$2,560.00	$20,480.00	$4,000.00	$32,000.00
7	24 Inch D.I. 11.25 Bend	8	EA	$4,500.00	$36,000.00	$4,570.00	$36,560.00	$4,484.00	$35,872.00	$5,385.00	$43,080.00	$8,000.00	$64,000.00
8	24 Inch D.I. 45 Bend	3	EA	$4,885.00	$14,655.00	$4,825.00	$14,475.00	$4,791.00	$14,373.00	$6,590.00	$19,770.00	$8,000.00	$24,000.00
9	24 Inch x12 Inch D.I. Tee	4	EA	$6,690.00	$26,760.00	$6,150.00	$24,600.00	$6,204.00	$24,816.00	$8,010.00	$32,040.00	$9,000.00	$36,000.00
10	24 Inch x6 Inch D.I. Tee	8	EA	$5,098.00	$40,784.00	$4,803.00	$38,424.00	$5,076.00	$40,608.00	$6,805.00	$54,440.00	$7,000.00	$56,000.00
11	24 Inch x18 Inch D.I. Reducer	1	EA	$4,427.00	$4,427.00	$3,885.00	$3,885.00	$3,983.00	$3,983.00	$5,950.00	$5,950.00	$6,000.00	$6,000.00
12	12 Inch Plug	4	EA	$849.00	$3,396.00	$750.00	$3,000.00	$963.00	$3,852.00	$1,450.00	$5,800.00	$1,000.00	$4,000.00
13	24 Inch Plug	2	EA	$2,764.00	$5,528.00	$2,610.00	$5,220.00	$3,820.00	$7,640.00	$4,345.00	$8,690.00	$3,000.00	$6,000.00
14	24 Inch D.I. Cross	1	EA	$13,933.00	$13,933.00	$12,075.00	$12,075.00	$13,645.00	$13,645.00	$16,490.00	$16,490.00	$16,000.00	$16,000.00
15	Fire Hydrant Assembly	8	EA	$5,746.00	$45,968.00	$6,985.00	$55,880.00	$6,301.00	$50,408.00	$7,530.00	$60,240.00	$10,000.00	$80,000.00
16	24 Inch Water Line by Open Cut with 42 Inch Steel Encasement	652	LF	$626.75	$408,641.00	$580.00	$378,160.00	$506.00	$329,912.00	$682.55	$445,022.60	$1,000.00	$652,000.00
17	Combination Air & Vacuum Release Valve and Valve Vault	5	EA	$15,220.00	$76,100.00	$13,650.00	$68,250.00	$12,351.00	$61,755.00	$11,575.00	$57,875.00	$11,000.00	$55,000.00
18	Connection to Ex. Water Main	2	EA	$13,065.00	$26,130.00	$3,550.00	$7,100.00	$7,572.00	$15,144.00	$6,945.00	$13,890.00	$10,000.00	$20,000.00
19	Turf Reinforcement Matting	285	SY	$23.00	$6,555.00	$5.00	$1,425.00	$4.00	$1,140.00	$9.20	$2,622.00	$14.00	$3,990.00
20	Trench Safety Water	8187	LF	$1.00	$8,187.00	$1.00	$8,187.00	$1.00	$8,187.00	$1.20	$9,824.40	$1.00	$8,187.00
21	Hydromulch	43712	SY	$0.95	$41,526.40	$0.60	$26,227.20	$1.00	$43,712.00	$0.90	$39,340.80	$2.50	$109,280.00
22	Silt Fence	8020	LF	$2.00	$16,040.00	$1.65	$13,233.00	$2.00	$16,040.00	$2.50	$20,050.00	$4.00	$32,080.00
23	Stabilized Construction Entrance	2	EA	$2,300.00	$4,600.00	$1,500.00	$3,000.00	$1,450.00	$2,900.00	$5,070.00	$10,140.00	$5,000.00	$10,000.00
24	Project Sign	1	EA	$2,216.00	$2,216.00	$1,000.00	$1,000.00	$750.00	$750.00	$1,120.00	$1,120.00	$3,000.00	$3,000.00

Attachment: Bid Tabulation by Line - Coit Rd Water Line Phase 2 (Coit Road Water Line Phase 2, W36)

BID TABULATION

2022-0145
Coit Road Water Line, Phase 2

				Western Municipal		ATKINS BROS. EQUIP. CO., INC		Timco Blasting and Coatings,		Canary Construction, Inc.	
				Total Price	$3,741,861.60	Total Price	$4,017,011.00	Total Price	$4,042,957.64	Total Price	$4,787,042.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	24 inch PVC Water (C900 DR 18)	7997	LF	$292.00	$2,335,124.00	$330.00	$2,639,010.00	$324.00	$2,591,028.00	$380.00	$3,038,860.00
2	12 Inch PVC Water (C900 DR 18)	80	LF	$121.00	$9,680.00	$200.00	$16,000.00	$200.00	$16,000.00	$285.00	$22,800.00
3	6 Inch PVC Water (C900 DR 14)	80	LF	$79.00	$6,320.00	$100.00	$8,000.00	$100.00	$8,000.00	$125.00	$10,000.00
4	24 Inch Butterfly Valve	17	EA	$17,800.00	$302,600.00	$20,000.00	$340,000.00	$19,000.00	$323,000.00	$24,600.00	$418,200.00
5	12 Inch Gate Valve	4	EA	$6,200.00	$24,800.00	$3,000.00	$12,000.00	$7,429.00	$29,716.00	$3,950.00	$15,800.00
6	6 Inch Gate Valve	8	EA	$2,850.00	$22,800.00	$1,000.00	$8,000.00	$2,700.00	$21,600.00	$2,000.00	$16,000.00
7	24 Inch D.I. 11.25 Bend	8	EA	$7,000.00	$56,000.00	$7,000.00	$56,000.00	$7,183.00	$57,464.00	$8,500.00	$68,000.00
8	24 Inch D.I. 45 Bend	3	EA	$7,650.00	$22,950.00	$7,000.00	$21,000.00	$7,300.00	$21,900.00	$11,500.00	$34,500.00
9	24 Inch x12 Inch D.I. Tee	4	EA	$16,800.00	$67,200.00	$7,000.00	$28,000.00	$9,576.00	$38,304.00	$22,000.00	$88,000.00
10	24 Inch x6 Inch D.I. Tee	8	EA	$12,400.00	$99,200.00	$7,000.00	$56,000.00	$7,300.00	$58,400.00	$16,850.00	$134,800.00
11	24 Inch x18 Inch D.I. Reducer	1	EA	$6,100.00	$6,100.00	$7,000.00	$7,000.00	$6,500.00	$6,500.00	$7,500.00	$7,500.00
12	12 Inch Plug	4	EA	$2,600.00	$10,400.00	$1,000.00	$4,000.00	$1,600.00	$6,400.00	$1,250.00	$5,000.00
13	24 Inch Plug	2	EA	$4,300.00	$8,600.00	$3,000.00	$6,000.00	$3,650.00	$7,300.00	$4,500.00	$9,000.00
14	24 Inch D.I. Cross	1	EA	$26,400.00	$26,400.00	$20,000.00	$20,000.00	$42,924.00	$42,924.00	$55,000.00	$55,000.00
15	Fire Hydrant Assembly	8	EA	$6,850.00	$54,800.00	$7,000.00	$56,000.00	$8,537.00	$68,296.00	$6,500.00	$52,000.00
16	24 Inch Water Line by Open Cut with 42 Inch Steel Encasement	652	LF	$660.00	$430,320.00	$700.00	$456,400.00	$851.00	$554,852.00	$650.00	$423,800.00
17	Combination Air & Vacuum Release Valve and Valve Vault	5	EA	$17,600.00	$88,000.00	$20,000.00	$100,000.00	$14,697.00	$73,485.00	$22,000.00	$110,000.00
18	Connection to Ex. Water Main	2	EA	$14,500.00	$29,000.00	$20,000.00	$40,000.00	$8,500.00	$17,000.00	$25,000.00	$50,000.00
19	Turf Reinforcement Matting	285	SY	$77.00	$21,945.00	$70.00	$19,950.00	$26.00	$7,410.00	$30.00	$8,550.00
20	Trench Safety Water	8187	LF	$1.00	$8,187.00	$1.00	$8,187.00	$4.00	$32,748.00	$2.00	$16,374.00
21	Hydromulch	43712	SY	$1.30	$56,825.60	$2.00	$87,424.00	$0.97	$42,400.64	$4.00	$174,848.00
22	Silt Fence	8020	LF	$5.50	$44,110.00	$2.00	$16,040.00	$1.50	$12,030.00	$3.00	$24,060.00
23	Stabilized Construction Entrance	2	EA	$4,000.00	$8,000.00	$5,000.00	$10,000.00	$2,500.00	$5,000.00	$1,500.00	$3,000.00
24	Project Sign	1	EA	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$1,200.00	$1,200.00	$950.00	$950.00

Attachment: Bid Tabulation by Line - Coit Rd Water Line Phase 2 (Coit Road Water Line Phase 2, W36)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Anthony Satarino, Strategic Services Manager
Date: May 10, 2022
Re: FY 2022 Street Maintenance

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

Background Information:
On April 26, 2022, the City received responses to bid 2022-0150 for the fiscal year 2022 Street Maintenance. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred sixty vendors were notified. Three No-Bids and one response was received.

An initial review was completed by Purchasing and forwarded to staff and the Engineer of Record. The engineer reviewed the submittal and verified references.

Staff is requesting award of lines 1-12, lines 20-22 and reject lines 13-19.

The contract period is for 120 days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement
Tab Sheet

Staff Recommendation:

Award Bid # 2022-0150

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **Peachtree Construction** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby 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:

City of Celina
Street Maintenance FY 2022
BID 2022-0150
PROJECT N/A

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:

The construction project includes:

The 2022 Annual Street Maintenance project consists of approximately 8,536 LF of existing roadway being improved by mill and overlay and full depth replacement.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **TRC Engineers, 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.

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

Attachment: Agreement - Street Maintenance (Street Maintenance FY 22)

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.

For all Work other than Unit Price Work, a Lump sum of: $

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

Attachment: Agreement - Street Maintenance (Street Maintenance FY 22)

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.

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 in their entirety:

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. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

Attachment: Agreement - Street Maintenance (Street Maintenance FY 22)

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. Are attached to this Agreement (except s 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;

Attachment: Agreement - Street Maintenance (Street Maintenance FY 22)

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.

EXECUTED in single or multiple originals with an effective date of **May 10, 2022.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
Jason Laumer, City Manager	
	Printed Name & Title
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	

EJCDC® C-410, Bid Form for Construction Contract.
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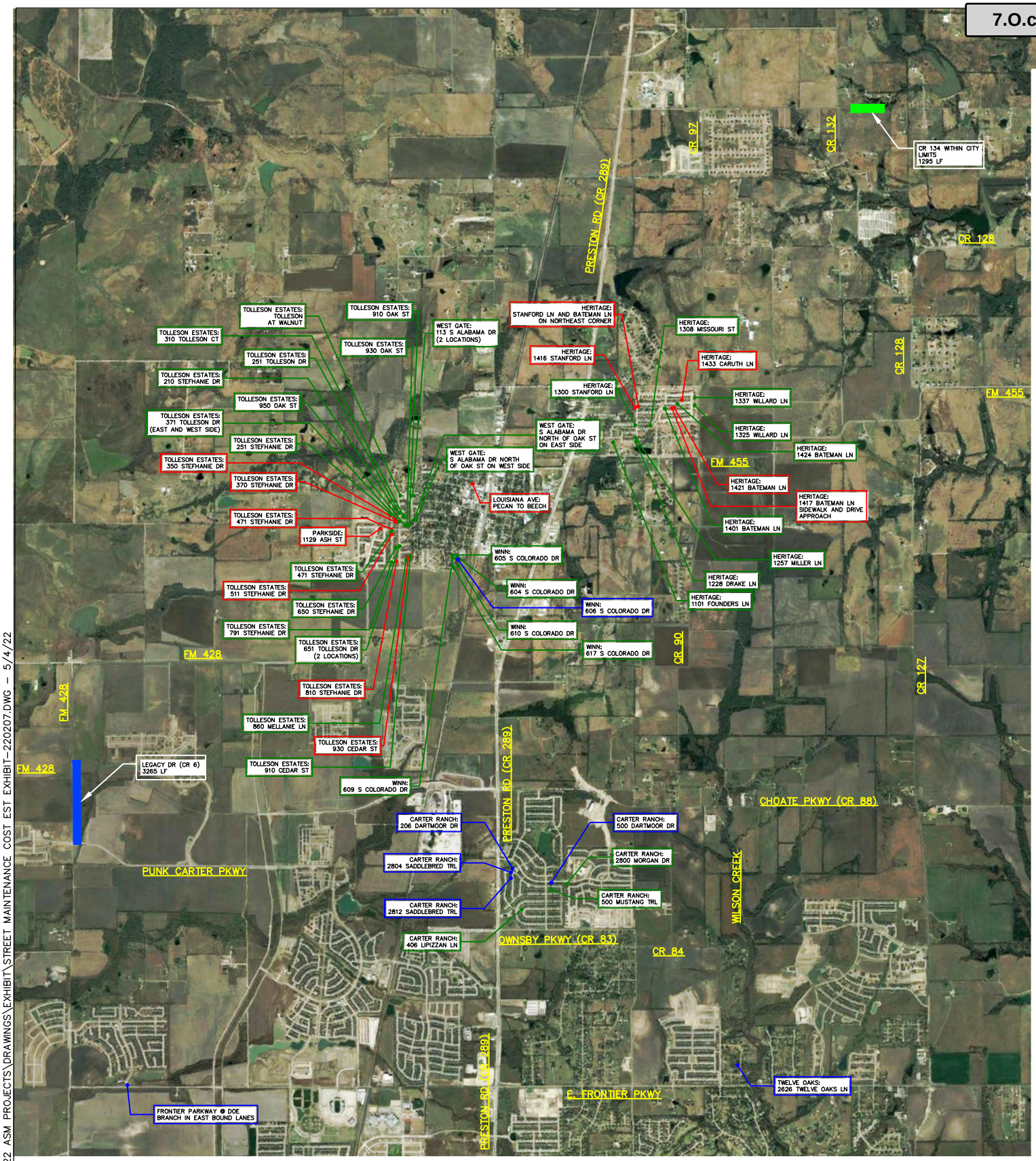
Attachment: Agreement - Street Maintenance (Street Maintenance FY 22)

					Peachtree Construction	
Line #	Description	QTY	UOM	Estimated	Unit	Extended
1	Mill Existing Asphalt	3188	SY		**$2.75**	$8,767.00
2	2 Inch HMAC Type D	3188	SY		**$15.00**	$47,820.00
3	6 Inch Solid and Broken White Stripe	1303	LF		**$2.75**	$3,583.25
4	SWPPP	1	LS		**$1,000.00**	$1,000.00
5	Hydromulch	3188	SY		**$1.22**	$3,889.36
6	Traffic Control	1	LS		**$3,500.00**	$3,500.00
	Total CR 134					$68,559.61
7	Cement Treated (FDR) Existing Roadway	7981	SY		**$21.25**	$169,596.25
8	2 Inch HMAC Type D	7981	SY		**$17.00**	$135,677.00
9	24 Inch Solid White Stop Bar	40	LF		**$19.50**	$780.00
10	SWPPP	1	LS		**$1,000.00**	$1,000.00
11	Hydromulch	7981	SY		**$0.72**	$5,746.32
12	Traffic Control	1	LS		**$7,500.00**	$7,500.00
	Total Legacy Dr.					$320,299.57
20	Remove and Replace Existing Concrete Curb	22	SY		**$1,050.00**	$23,100.00
21	Remove and Replace Existing Concrete Sidewalk	70	SY		**$420.00**	$29,400.00
	Total					
22	Remove and Replace Reinforced Concrete Panel	520	SY		**$420.00**	$218,400.00
						$659,759.18

No Award

13	Mill Existing Asphalt	9838	SY		**$2.75**	$27,054.50
14	2 Inch HMAC Type D	9838	SY		**$14.75**	$145,110.50
15	Remove and Replace Asphalt Pavement	603	SY		**$149.50**	$90,148.50
16	24 Inch Solid White Stop Bar	20	LF		**$40.00**	$800.00
17	SWPPP	1	LS		**$1,000.00**	$1,000.00
18	Hydromulch	9838	SY		**$0.75**	$7,378.50
19	Traffic Control	1	LS		**$7,500.00**	$7,500.00
	Total Falcon Cr, Falcon Rd & Ascot Pl.					$278,992.00

Attachment: Bid Tabulation by Line (Street Maintenance FY 22)



IMPROVEMENTS LEGEND

- STREET AND PANEL REPLACEMENT
- SIDEWALK REPAIR
- CURB REPAIR
- FULL DEPTH RECLAMATION
- MILL & OVERLAY

N

2500 1250 0 2500 5000

SCALE : 1" = 5000'

TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., STE. 210 ARLINGTON, TX 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 – 1000

2022 ANNUAL STREET MAINTENANCE EXHIBIT CELINA, TX

5/4/22

H:\WORK IN PROGRESS\CELINA\475266 2022 ASM PROJECTS\DRAWINGS\EXHIBIT\STREET MAINTENANCE COST EST EXHIBIT-220207.DWG – 5/4/22

Attachment: 2022 ASM Exhibit- 20220504 (Street Maintenance FY 22)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: May 10, 2022
Re: Ownsby Parkway Improvements

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

Background Information:
Services include design of Ownsby Parkway which encompasses surveying, geochemical investigation, civil design, traffic signal design, landscaping and construction administration. The agreement including the fee schedule and timeline are attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:
Council may reject the authorization and direct staff.

Financial Considerations:
Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Work Order

Life Connected.

WORK AUTHORIZATION

MSA # N/A **MSA DATE:** 2018

Pursuant to and subject to the above referenced Master Services Agreement (MSA), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Peloton Land Solutions		
Consultant Project #:	CEL22002		
Project Name:	Ownsby Parkway Improvements (Preston Road to Coit Road)		
Purchase Order#		**Project #(s)**	R13

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Service Agreement (MSA). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Attachment A**
2. **Compensation:** **$477,258.000 – Cost breakdown in Attachment B**
3. **Timeline:** **Timeline described under Attachment A, Scope of Work**

Attachment: Agreement - Ownsby (Ownsby Parkway Improvements (Preston to Coit) R13)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
	PELOTON LAND SOLUTIONS, INC.
	Signature
Dawn Berry, Purchasing Manager	Brian Haynes, Vice President
Date	4/29/2022
	Date

Attachment: Agreement - Ownsby (Ownsby Parkway Improvements (Preston to Coit) R13)

PELOTON
LAND SOLUTIONS

FRISCO OFFICE
11000 Frisco St.
Suite 400
Frisco, Texas 75033
469.213.1800

April 28, 2022

Mr. Andy Glasgow, P.E.
City of Celina
142 N. Ohio Street
Celina, TX 75009

RE: Ownsby Parkway Improvements (Preston Road to Coit Road)
Celina, TX

Dear Mr. Glasgow,

Peloton Land Solutions (PLS) is pleased to present this proposal for the Ownsby Parkway Improvements (Preston Road to Coit Road). This proposal is set to replace the existing contract known as the "Completion of Ownsby Parkway Improvements Phase 1 (Preston Rd to Bluewood Phase 3) & Phase 2 (Bluewood Phase 3 to Coit Rd)" – Peloton Project Number: CEL20003, which was executed in 2020.

The following is included in this proposal:

- Scope of Work (Attachment A)
- Basis of Compensation (Attachment B)
- Manpower Fee Sheet (Attachment C)
- 2022 Hourly Range of Rate Schedule (Attachment D)
- Conceptual Cost Estimate (Attachment E)
- Alpha Testing Investigation Proposal (Attachment F1)
- Baird, Hampton, & Brown Proposal (Attachment F2)
- Burns & McDonnell Proposal (Attachment F3)
- Cross Timbers Studio Proposal (Attachment F4)

The project includes surveying, geotechnical investigations, civil design, traffic signal design, landscaping design, bidding assistance, construction administration, and public involvement. Peloton is looking forward to working with the City of Celina on this project. If you have any questions, please feel free to contact me at paul.hodges@pelotonland.com or (469) 213-1800.

Sincerely,
Peloton Land Solutions

Paul Hodges, P.E.
Project Manager

Cc: Erik Hinklin, P.E. – Peloton
Brian Haynes, P.E., CFM – Peloton

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

PELOTON LAND SOLUTIONS

Attachment 'A'

Ownsby Parkway Improvements (Preston Road to Coit Road)

Scope of Work

The professional services to be performed by Peloton Land Solutions, Inc. ("Peloton") for the City of Celina ("City") Ownsby Parkway Improvements (Peloton Project Number: CEL22002) includes surveying, geotechnical investigations, civil design, traffic signal design, landscaping design, bidding assistance, construction administration, and public involvement.

The project scope includes the development of construction plans for the ultimate build-out of six-lane divided (P6D) roadway from Preston Rd to Palomino Ln and four-lane divided (M4D) roadway from Palomino Ln to Coit Rd to meet the Thoroughfare Design Requirements (Version 06-09-2021) in the City's Engineering Standards. The project will be designed for ultimate build-out (P6D) from Preston to Palomino, but only the four outside lanes will be constructed. Appropriate room will be given in the median for construction of inside lanes under a future contract. Full width construction of the (M4D) roadway from Palomino Ln to Coit Rd is expected. In accordance with Celina standards, a full width 10' shared-use-path is also proposed along the south side of the road and right turn deceleration lanes will be added to all cross-street intersections. Existing sidewalk on the north side of the road will be improved to a minimum 6' width. In addition, the intersection at Ownsby and Coit is set to be a roundabout (designed by others). Coordination will take place to ensure proper tie for roadway alignment, drainage, and water connections at this location.

The project scope also includes a Traffic Signal at the intersection of Preston Rd and Ownsby Pkwy. Improvements at this intersection include the introduction of right and left turn lanes for Ownsby Pkwy. eastbound traffic and dedicated right turn lane for Preston Rd. northbound traffic. A traffic warrant study has been excluded from the scope of this project and is assumed to be performed by others. Additionally, the scope includes landscaping and irrigation plans. Landscaping and irrigation in medians will be kept to the center of the median in accordance with Landscaping Design Requirements (Version 09-10-19) in the City of Celina Engineering Standards. Peloton will perform topographic survey, ROW retracement, and develop ROW dedication documents for up to 14 parcels. Peloton will update the current drainage design, signing & marking, street light design, and water plans to match thoroughfare adjustments. The city of Celina provided direction that road closure is allowed. A traffic control plan will be implemented to have the road built in segments with a detour route being provided to the public. Previous geotechnical recommendations will be re-evaluated to meet modified Pavement and Subgrade Design Requirements (Version 09-10-2019) in the City of Celina Engineering Standards. In addition, Peloton will assist the city with public involvement and outreach on an as-needed basis.

This new scope is set to replace the scope from the existing contract known as the "Completion of Ownsby Parkway Improvements Phase 1 (Preston Rd to Bluewood Phase 3) & Phase 2 (Bluewood Phase 3 to Coit Rd)" – Peloton Project Number: CEL20003, which was executed in 2020.

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

Proposed Services

1.0 Project Management

Work on this contract is expected to commence in May 2022. The estimated total project design schedule is 5 months and includes: 2 months for preliminary design, 2 months for developing engineering plans, and 1 month for final plans. Project management effort after this point will be considered (and billed as) Bid or Construction Support Services. Bidding is anticipated to begin in October of 2022.

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:

- In-Person meetings with the City, at or after milestone submittals (2 estimated)
- Periodic meetings with City staff to discuss status and design issues (bi-weekly).

1.2 Project Team Management

Peloton will lead, manage, and direct design team members and activities to ensure quality, timeliness, and performance. This management will include:

- Orchestrating and hosting internal team meetings;
- Communication and reporting;
- Meeting agendas and minutes;
- Monthly invoicing & progress reports to the City;
- Programmed QA/QC review;
- Sub-consultant coordination and oversight;
- Project schedule preparation and updates;
- External coordination with TxDOT, roundabout design consultant, franchise utilities, and developers

2.0 Data Collection

2.1 Data Collection/Research/Site Visit

Peloton will perform research and collect data for the project analysis and design, with services to include:

- Obtain and review record drawings and utility design plans;
- Review previous iterations of the project;
- Obtain previous CAD files and update to current CAD software;
- Perform site visit with investigative photo documentation;
- Obtain and review updated City standard drawings, specifications, and design guides

2.2 Quantities and Opinion of Probable Cost

Peloton will prepare and submit to the City an updated quantity takeoff and opinion of probable construction cost estimate based off the previous project iterations. City provided unit costs (if available) will be used for this estimate.

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

3.0 Survey and Geotechnical Investigations

3.1 Right of Entry Letters

Peloton will prepare and submit to the City Right of Entry letters for access to adjacent properties along the corridor. Peloton will use the template provided by the City. The City will distribute the letters to property owners.

3.2 Geotechnical Investigation/Pavement Design

The original geotechnical report from 2017 that covered the segment from Preston Rd to Palomino Ln was based off previous Celina pavement design standards. A geotechnical re-evaluation of this segment is recommended. Peloton intends to retain Alpha Testing, Inc. a local Geotechnical engineering firm, as a sub-consultant to perform the Geotechnical investigation and provide pavement design and moisture conditioning recommendations for the project. Their services will be provided in accordance with the City's Geotechnical Performance Specifications and include:

- 20-ft deep soil borings and in-situ sampling at no more than 500-ft intervals along the project corridor (Approximately 10)
- Laboratory testing and engineering analysis to determine existing soil conditions
- A detailed Geotechnical engineering study with pavement and subgrade design recommendations in conformance with City standards.

3.3 Topographic Survey

The original topographic survey prepared back in 2017 is missing key data at various locations along the corridor. These areas include the intersection at Preston Rd and Ownsby, north side of the road along recently constructed Bluewood Development, and south side of road along the existing houses. Due to the age of the original survey files, it is recommended to re-survey the corridor from Preston Rd intersection to CR 83. Peloton intends to perform detailed topographic field surveys along and adjacent to this section of the project corridor as needed to carry out the design of this project. The survey will consist of topography, surface features, visible utilities, and identification of trees larger than 6" diameter along the project corridor. This scope assumes that the City will assist in gaining access to adjacent private properties. Previous topographic survey performed in 2020 from CR 83 to CR 86 will be used.

3.4 ROW/Easement Research and Boundary Survey

Peloton will research record documents and field locate available on-ground property monumentation along the project corridor. This information will be used to develop a right-of-way/easement control drawing and boundary survey. This research and surveying will include:

- Determination of locations and ownerships of existing public rights-of-way and easements (research current public record to determine ownership of impacted lands and those easements discovered during the research). If any takings or easements are determined during the design, a title search will be performed by the City's right-of-way agent, and the information provided to Peloton for use. The work of the right-of-way agent is not included in this scope of work.
- Confirmation of locations and existing monumentation and property line/corner identifiers (iron rods, caps, corner witnesses, stakes, fencing, etc.) with field measurements

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

- Correlation of rights-of-way, easements, and property lines with project control and base topographic drawings.
- Research and obtain property owner information (plats and right-of-way documents)

4.0 Preliminary Design (60% Design)

4.1 Preliminary Design Exhibit

Peloton will prepare a Preliminary Design Exhibit (roll plot at 40 scale) to showcase scoping adjustments and project limits described in the introduction of this scope. This submittal will represent a level of completeness, as related to the 100% Construction Documents of roughly 60%. The exhibit will contain the following:

- Paving Plan and Profile
- Typical Sections
- Sidewalk Locations
- Drainage Improvements
- Existing utility location and proposed adjustments
- Proposed ROW and Easements
- Cross sections will be prepared to show/verify limits of construction.

4.2 Quantities and Opinion of Probable Cost

Peloton will prepare and submit to the City an updated quantity takeoff and opinion of probable construction cost estimate reflecting changes and additions to the Preliminary Exhibit. City provided unit costs (if available) will be used for this estimate.

4.3 ROW/Utility Easement Exhibits

Peloton will prepare and submit ROW/Utility Easement Exhibits based on the boundary survey and improvement proposed on the Preliminary Design Exhibit. The exhibits will showcase the limits of the road improvements to affected property owners. This scope assumes that the City of Celina will coordinate with the property owners.

5.0 Engineering Plans (90% Design)

5.1 Engineering Plans (90%)

Peloton will prepare an Engineering Design Plans package addressing review comments from the Preliminary Design Exhibit 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 90%. Peloton intends to retain, as a sub-consultant, the local engineering firm of Baird, Hampton & Brown (BHB) for illumination design, Burns and McDonnell for Traffic Signal Design, and Cross Timbers Studio for Irrigation Design. Peloton will prepare a plan set for the extent of the project and will submit to the City for review and comment. The plan set will be comprised of 11”x17” sheets and the scale will be set at 1” = 40’ horizontal and 1”=8’ vertical. This plan set will be prepared in accordance with the City’s Engineering Standards and include:

- Cover sheet
- Sheet index
- General Notes
- Quantity Summary

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

- Typical Sections
- ROW/Easement layout sheet with horizontal and vertical control
- Traffic Control Plans (This scope assumes road closure of Ownsby during construction. Traffic control sheets will consist of detour layouts and lane closure details for Preston/Ownsby Intersection improvements.)
- Removal Plans
- Paving Plan and Profile
- Intersection Layouts
- Driveway Profiles (if needed)
- Drainage area maps
- Drainage calculations
- Culvert Layout
- Storm Sewer Plan and Profiles
- Utility Adjustments/ Water Plan
- Illumination Layouts
- Traffic Signal Layout
- Signing and Pavement Marking
- Landscaping Layouts
- Irrigation Layouts
- Erosion control plans
- Standard construction details

5.2 Cross Sections

Peloton will prepare cross sections of the corridor which will be used to verify end conditions and construction limits of the project. Cross sections will be used to calculate earth work quantities using the average end area method. Cross sections will not be included with the submitted plan set but can be prepared as a separate deliverable for contractor information.

5.3 Illumination Design

Peloton intends to retain Baird, Hampton, and Brown as a sub-consultant to perform Illumination Design. Their services will be provided in accordance with the City's Thoroughfare Design Requirements (Version 06-09-2021).

5.4 Traffic Signal Design

Peloton intends to use Burns and McDonnell as a sub-consultant to perform Traffic Signal Design. Their services will be provided in accordance with the City's Thoroughfare Design Requirements (Version 06-09-2021).

5.5 Irrigation Design

Peloton intends to use Cross Timbers Studio as a sub-consultant to perform Irrigation Design. Their services will be provided in accordance with the City's Irrigation Design Requirements (Version 09-10-2019).

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

5.6 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.

5.7 Quantities and Opinion of Probable Cost

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. Quantity Summary will be provided in the plans. City provided unit costs (if available) will be used for this estimate.

5.8 Preliminary ROW/Easement Plats

Peloton will prepare and submit Preliminary right-of-way and/or easement plats based on the boundary survey and improvement proposed on the Engineered Plans. These will be preliminary documents needed to obtain right-of-way dedications and/or easements needed for improvements, construction, and temporary access along the project corridor. This scope anticipates ROW dedications or easement documents for up to 14 parcels.

6.0 Final Plans and Construction Documents

Peloton will prepare and submit Final Construction Documents (100%) for the project. The final submittal will include:

6.1 Final Construction Plans (100%)

Peloton will prepare Final Construction Plans addressing review comments from the 90% Engineering Plans. The final construction plans will include:

- Cover sheet
- Sheet index
- General Notes
- Quantity Summary
- Typical Sections
- ROW/Easement layout sheet with horizontal and vertical control
- Traffic Control Plans
- Removal Plans
- Paving Plan and Profile
- Intersection Layouts
- Driveway Profiles (if needed)
- Drainage area maps
- Drainage calculations
- Culvert Layout
- Storm Sewer Plan and Profiles
- Utility Adjustments/ Water Plan
- Illumination Layouts
- Traffic Signal Layout
- Signing and Pavement Marking

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

- Landscaping Layouts
- Irrigation Layouts
- Erosion control plans
- Standard construction details

6.2 ROW/Easement Plats (Final)

Peloton will prepare and submit final right-of-way and/or easement plats based on the boundary survey and improvement proposed on the Final Construction Plans. These will be final documents needed to obtain right-of-way dedications and/or easements needed for improvements, construction, and temporary access along the project corridor. This scope anticipates ROW dedications or easement documents for up to 14 parcels.

6.3 Preliminary Project Specifications (Final)

Peloton will provide Final Project Specification to support the Final Construction 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.

6.4 Quantities and Opinion of Probable Cost (Final)

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 Final Construction Plans. Quantity Summary will be provided in the plans. City provided unit costs (if available) will be used for this estimate.

7.0 TPDES Permit (SWPPP) Document Preparation

Peloton will prepare erosion control plans, a Storm Water Pollution Prevention Plan (SWPPP), and the Construction Site Notice to be submitted to the City of Celina for approval. These plans will cover the SWPPP documents for the entire scope of work from Preston Road to Coit Road.

8.0 Bidding Support Services

Peloton will provide Bidding Support to the City for the award of the project to a selected contractor. This work will be in assistance to the Cities on-staff Construction Manager. The work will be charged an hourly rate for the work performed, with a not to exceed amount without prior authorization. These services, as normally required for a project of this type and size, will include the performance, preparation, and/or coordination of the following:

- Preparation of bid quantities
- Substitutions and alternate materials review

9.0 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 12 months and Peloton will perform an average of two site visits per month for observation, issue resolution, and field reporting. The work will be charged an hourly rate for the work performed.

- Preconstruction conference
- Site visits/observations and progress reports during construction

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

- 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)

10.0 Public Involvement

Peloton will provide Support as requested by the City of Celina for public involvement during the development of engineering plans. The work will be charged an hourly rate for the work performed. These services will include the performance, preparation, and/or coordination of the following:

- Attending Public Outreach Meetings (2 meetings assumed)
- Preparation of exhibits or documents for Public

Assumptions

The following Assumptions apply to this Scope of Work:

1. Ownsby Parkway will be closed to traffic during construction. Traffic Control Plan will consist of detour layouts and lane closures.
2. The city will coordinate ROW takings from property owners.
3. No drainage modeling or Federal Emergency Management (FEMA) permitting will be required.
4. The City will assist Peloton in right-of-entry for private properties. Peloton will prepare the letter content and the City will send right-of-entry letters to property owners.
5. Project design will be limited to the project limits which are from the Preston Rd. intersection to CR 86 (Future Coit Rd.)
6. The city will provide construction inspection.

Exclusions

The following Exclusions apply to this Scope of Work:

- Potholing or other subsurface investigation activities;
- Sanitary Sewer Design;
- Master Planning for Water or Sewer Design;
- Stormwater Report;
- Construction staking and as-built surveying;
- Material testing during construction;
- Floodplain Development Permit or FEMA application;
- Natural gas pipeline lowering or relocations;
- Environmental permitting or JWOTUS delineations /mitigation planning;
- Traffic impact analysis or warrant studies;
- TxDLR/TAS Accessibility review;
- MTP amendments or updates;
- Retaining walls or structural designs.
- Construction inspections

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

Attachment 'B'

Compensation and Fees

Compensation

For all services included in Attachment A: Scope of Work, Peloton shall be compensated a maximum amount of $477,258.00 as summarized in the following table. Tasks 1.0 through 7.0 shall be billed as lump sum amounts and tasks 8.0 and 10.0 shall be billed as hourly tasks at Peloton's actual billing rates. A 1.1 multiplier is applied to the sub-consultant fee for management of the sub-consultant. 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. Unless stated otherwise, reimbursable expenses and directs costs are included in the lump sum and hourly fees. 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.

Fee Summary

Fee Summary		
Task	**Fee**	
1.0 Project Management	$	26,590.00
2.0 Data Collection	$	8,260.00
3.0 Survey and Geotechnical Investigations	$	94,950.00
4.0 Preliminary Design (60%)	$	54,070.00
5.0 Engineering Plans (90%)	$	192,138.00
6.0 Final Construction Documents	$	41,810.00
7.0 TPDES Permit (SWPPP) Document Preparation	$	9,920.00
8.0 Bidding Support Services*	$	13,920.00
9.0 Construction Support Services*	$	20,960.00
10.0 Public Involvment*	$	14,640.00
Total (Lump Sum)	$	427,738.00
Total (Hourly)*	$	49,520.00
Direct Costs	$	-
Total Fee	$	477,258.00
Notes: 1. Direct Costs are included in the lump sum and will not be billed seperately.		

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

PELOTON LAND SOLUTIONS

Project Ownsby Parkway
Client City of Celina
Date 4/26/2022

Engineering Services – Ownsby Parkway Improvements (Preston Road to Coit Road)	Project Principal	Project Manger	Civil Engineer	Sr. Civil Designer	EIT	Sr. Survey RPLS	Survey Tech	Survey Crew (2-Man)	Sr. Env. Scientist	Env. Scientist	Sr. Landscape Arch	Landscape Arch	Admin					
Hourly Rate ($)	**255**	**190**	**170**	**160**	**135**	**220**	**90**	**150**	**190**	**130**	**160**	**120**	**90**	**Total Hours**	**Labor Cost**	**Direct Cost**	**Sub Cost x 1.1**	**Total ($)**
1.0 Project Management																		
1.1 Project Meetings	4	18			18									40	$6,870.00	$100.00		$6,970.00
1.2 Project Team Management														0	$0.00			$0.00
1.2.1 Invoicing and Reporting		12											12	24	$3,360.00			$3,360.00
1.2.2 Coordination - Internal		4	4	4	4									16	$2,620.00			$2,620.00
1.2.3 Coordination - External (Subs, TxDOT, Developers, Util.)		12	12											24	$4,320.00			$4,320.00
1.2.4 QA/QC	8	24	16											48	$9,320.00			$9,320.00
Subtotal	**12**	**70**	**32**	**4**	**22**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**152**	**$26,490.00**	**$100.00**	**$0.00**	**$26,590.00**
2.0 Data Collection																		
2.1 Data Collection/ Research/Site Visit			16	16										32	$5,280.00	$100.00		$5,380.00
2.3 Quantities and Opinion of Probable Cost		8	8											16	$2,880.00			$2,880.00
Subtotal	**0**	**8**	**24**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**48**	**$8,160.00**	**$100.00**	**$0.00**	**$8,260.00**
3.0 Survey and Geotechnical Investigations																		
3.1 Rights of Entry Letters			8	2										10	$1,680.00			$1,680.00
3.2 Geotechnical Investigation & Pavement Design														0	$0.00		$31,790.00	$31,790.00
3.3 Topographic Survey						12	80	200						292	$39,840.00	$200.00		$40,040.00
3.4 ROW / Easement Research and Boundary Survey						12	40	100						152	$21,240.00	$200.00		$21,440.00
Subtotal	**0**	**0**	**8**	**2**	**0**	**24**	**120**	**300**	**0**	**0**	**0**	**0**	**0**	**454**	**$62,760.00**	**$400.00**	**$31,790.00**	**$94,950.00**
4.0 Preliminary Design (60%)																		
4.1 Preliminary Design Exhibit														0	$0.00			$0.00
4.1.1 Geometric Design/Plan & Profile		8	24	80	40									152	$23,800.00	$200.00		$24,000.00
4.1.2 Typical Sections			4	16	8									28	$4,320.00			$4,320.00
4.1.3 Drainage Design		2	8	16	40									66	$9,700.00			$9,700.00
4.1.4 Cross Sections			8	24	24									56	$8,440.00			$8,440.00
4.2 Quantities and Opinion of Probable Cost		2	4		4									10	$1,600.00			$1,600.00
4.3 ROW/Utility Easement Exhibits		4	8	24										36	$5,960.00	$50.00		$6,010.00
Subtotal	**0**	**16**	**56**	**160**	**116**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**348**	**$53,820.00**	**$250.00**	**$0.00**	**$54,070.00**
5.0 Engineering Plans (90%)																		
5.1 Engineering Plans														0	$0.00			$0.00
5.1.1 Geometric Design/Plan & Profile		8	24	80	40									152	$23,800.00	$200.00		$24,000.00
5.1.2 Typical Sections			4	8	8									20	$3,040.00			$3,040.00
5.1.3 Drainage Design		8	24	40	80									152	$22,800.00			$22,800.00
5.1.4 Removal		2	8	40	40									90	$13,540.00			$13,540.00
5.1.5 Signing and Pavement Marking		2	8	40	40									90	$13,540.00			$13,540.00
5.1.6 Traffic Control Plan		2	8	32	32									74	$11,180.00			$11,180.00
5.1.7 SWP3			8	24	16									48	$7,360.00			$7,360.00
5.1.8 Water Plan/Utility Adjustments		2	8	8	32									50	$7,340.00			$7,340.00
5.1.9 Landscaping Design											32	136		168	$21,440.00			$21,440.00
5.2 Cross Sections			8	24	24									56	$8,440.00			$8,440.00
5.3 Illumination Design														0	$0.00		$9,350.00	$9,350.00
5.4 Traffic Signal Design														0	$0.00		$21,868.00	$21,868.00
5.5 Irrigation Design														0	$0.00		$3,960.00	$3,960.00
5.6 Preliminary Project Specifications		2	4		4									10	$1,600.00	$50.00		$1,650.00
5.7 Quantities and Opinion of Probable Cost (Quantity Summary Sheets)		2	4	16	16									38	$5,780.00			$5,780.00
5.8 Preliminary ROW/Easement Plats (Up to 14)						42	84							126	$16,800.00	$50.00		$16,850.00
Subtotal	**0**	**28**	**108**	**312**	**332**	**42**	**84**	**0**	**0**	**0**	**32**	**136**	**0**	**1074**	**$156,660.00**	**$300.00**	**$35,178.00**	**$192,138.00**

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby

PELOTON LAND SOLUTIONS

Project Ownsby Parkway
Client City of Celina
Date 4/26/2022

Engineering Services – Ownsby Parkway Improvements (Preston Road to Coit Road)	Project Principal	Project Manger	Civil Engineer	Sr. Civil Designer	EIT	Sr. Survey RPLS	Survey Tech	Survey Crew (2-Man)	Sr. Env. Scientist	Env. Scientist	Sr. Landscape Arch	Landscape Arch	Admin					
Hourly Rate ($)	**255**	**190**	**170**	**160**	**135**	**220**	**90**	**150**	**190**	**130**	**160**	**120**	**90**	**Total Hours**	**Labor Cost**	**Direct Cost**	**Sub Cost x 1.1**	**Total ($)**
6.0 Final Construction Documents																		
6.1 Construction Plans - Final		8	40	80	80									208	$31,920.00	$200.00		$32,120.00
6.2 ROW/Easement Plats – Final (up to 14)						14	28							42	$5,600.00			$5,600.00
6.3 Project Specifications – Final		2	4		4									10	$1,600.00			$1,600.00
6.4 Quantities and Opinion of Probable Cost – Final	2	4	4		4									14	$2,490.00			$2,490.00
Subtotal	**2**	**14**	**48**	**80**	**88**	**14**	**28**	**0**	**0**	**0**	**0**	**0**	**0**	**274**	**$41,610.00**	**$200.00**	**$0.00**	**$41,810.00**
7.0 TPDES Permit (SWPPP) Document Preparation														0				
7.1 TPDES Permit (SWPPP) Document Preparation			12		24				8	24				68	$9,920.00			$9,920.00
Subtotal	**0**	**0**	**12**	**0**	**24**	**0**	**0**	**0**	**8**	**24**	**0**	**0**	**0**	**68**	**$9,920.00**	**$0.00**	**$0.00**	**$9,920.00**
8.0 Bidding Support Services*																		
8.1 Bidding Assistance	8	24	24		24									80	$13,920.00			$13,920.00
Subtotal	**8**	**24**	**24**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**80**	**$13,920.00**	**$0.00**	**$0.00**	**$13,920.00**
9.0 Construction Support Services*														0				
7.1 Construction Administration	8	16	24	40	40									128	$20,960.00			$20,960.00
Subtotal	**8**	**16**	**24**	**40**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**128**	**$20,960.00**	**$0.00**	**$0.00**	**$20,960.00**
10.0 Public Involvment*														0				
8.1 Public Meeting Preperation	4	16	16		40									76	$12,180.00			$12,180.00
8.2 Public Meeting	4	4	4											12	$2,460.00			$2,460.00
Subtotal	**8**	**20**	**20**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**88**	**$14,640.00**	**$0.00**	**$0.00**	**$14,640.00**
Total Hours	**38**	**196**	**356**	**614**	**686**	**80**	**232**	**300**	**8**	**24**	**32**	**136**	**12**	**2714**			**Total Project Fee**	**$477,258.00**
Percentage of Total Hours	1.4%	7.2%	13.1%	22.6%	25.3%	2.9%	8.5%	11.1%	0.3%	0.9%	1.2%	5.0%	0.4%	100.0%				

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby

Attachment 'D'

TX Rate Schedule (2022)

Classification	Bill Rate Per Hour (Not Including OT)
Project Principal	$230 - 380
Sr. Project Manager	$200 - 260
Project Manager	$155 - 220
Sr. Civil Engineer	$160 - 235
Civil Engineer	$120 – 190
Sr. Civil Designer	$130 - 220
Civil Designer	$95 - 155
Engineer-In-Training	$95 - 145
Engineering Intern	$55 - 75
Sr. Planner	$125 - 200
Planner	$75 - 125
Planning Intern	$50 - 60
CADD Technician	$50 - 115
Sr. Survey RPLS	$160 - 260
Survey RPLS	$125 - 160
Sr. Survey Technician	$105 - 150
Survey Technician	$50 - 105
Party Chief	$80 - 145
Instrument Man	$50 - 100
Remote UAV Pilot	$150 - 200
Construction Administrator	$100 - 160
Sr. Environmental Scientist	$130 - 190
Environmental Scientist	$75 - 130
Certified Arborist	$150 - 170
Sr. GIS Specialist	$150 - 225
GIS Specialist	$120 - 190
Landscape Architect	$100 - 160
Project Accountant	$90 - 140
Administrative Assistant	$60 - 90

Rates for Direct Expenses are as follows:

Mileage (Auto)	IRS Std. Rate
Mileage (Field Truck)	IRS Std. Rate
Field Survey / GPS Equipment	$200/day
Meals and Lodging	at cost x 1.10
Reprographics	at cost x 1.10
Other Direct Expenses	at cost x 1.10

Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis, but will generally be two (2) times the rates shown above.

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

Attachment 'E'

PELOTON LAND SOLUTIONS

OPINION OF PROBABLE COST

OWNSBY PARKWAY

City of Celina, Collin County, Texas

6,700 TOTAL PROJECT LENGTH (FT)

Project Number:	CEL220(
Prepared For:	City of Celi
Date:	April 11, 20
File Name:	Preliminary OF
Prepared by:	Paul Hodg
Checked by:	Jay Reiss

CONSTRUCTION COSTS

SUMMARY	Total Costs
DESCRIPTION	
1.0 Demolition	$ 194,634.0
2.0 Signing and Striping	$ 94,552.0
3.0 Roadway	$ 4,997,208.7
4.0 Erosion Control	$ 264,100.0
5.0 Earthwork	$ 1,000,125.0
6.0 Drainage	$ 835,390.0
7.0 Illumination	$ 230,390.0
8.0 Utility	$ 277,650.0
9.0 Traffic Control	$ 180,000.0
10.0 Traffic Signal	$ 500,000.0
TOTAL CONSTRUCTION COSTS	**$ 8,574,049.7**

MISCELLANEOUS COSTS

DESCRIPTION	QTY	TOTA
Engineering & Surveying	6%	$477,25
TOTAL MISC. COSTS		**$477,25**

SUMMARY

Construction Costs		$ 8,574,049.7
Miscellaneous Costs		$477,25
Contingency Costs (Excluding Engineering)	25%	$2,143,51
NET PROJECT COSTS		**$ 11,194,820.2**

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

ALPHA TESTING
WHERE IT ALL BEGINS

Geotechnical
Construction Materials
Environmental
TBPE Firm No. 813

2209 Wisconsin Street
Dallas, Texas 75229

Tel: 972.620.8911
Fax: 972.620.1302
www.alphatesting.com

April 19, 2022

Peloton Land Solutions
11000 Frisco Street, Suite 400
Frisco, TX 75033
Attention: Mr. Paul Hodges

Re: Proposal Geotechnical Exploration
Ownsby Parkway (5,100 LF)
From Preston Road to Coit Road
Celina, Texas
ALPHA Proposal No. 90623

ALPHA TESTING, LLC. (hereinafter "ALPHA") is hereby pleased to submit to **Peloton Land Solutions (hereinafter "Client")** the following proposal for a Geotechnical Exploration on the project referenced above. We understand ALPHA has been selected to provide professional services for this project based solely on our qualifications, and that the Client is currently negotiating work scope and fee only with ALPHA at this time.

Project Information
At Ownsby Parkway between Preston Road and Coit Road, it is planned to reconstruct about 5,100 LF of roadway from Preston Road to CR 83 and to construct about 1,500 LF of new roadway east of CR 83 to Coit Road. The new roadway is planned to be 6-lanes from Preston to Palomino and 4-lanes from Palomino to Coit Road.

ALPHA previously performed two geotechnical explorations at the site. The first geotechnical exploration was issued as ALPHA Report No. W173136 dated December 28, 2017 for the 5,100 LF of Ownsby Parkway between Preston Road and CR 83. The second geotechnical exploration was issued as ALPHA Report No. G202009 dated May 20, 2021 for the 1,500 LF of Ownsby Parkway Extension between CR 83 and Coit Road. The 5,100 LF of Ownsby Parkway between Preston Road and CR 83 addressed in ALPHA Report No. W173136 was not performed per City of Celina Pavement and Subgrade Design Requirement Version 09-10-19. Therefore, it is planned to perform a new geotechnical exploration for the 5,100 LF of Ownsby Parkway between Preston Road and CR 83 in general accordance with City of Celina Pavement and Subgrade Design Requirements.

The eastern approximate 1,500 LF of the roadway addressed in ALPHA Report No. G202009 (Ownsby Parkway Extension) was performed per City of Celina Pavement and Subgrade Design Requirement Version 09-10-19. It is planned to add the information from ALPHA Report No. G202009 and information from the new geotechnical exploration into one report for Ownsby Parkway.

Scope of Work
This study will include the following evaluations:

Asphalt concrete pavement thickness on Ownsby Parkway.

Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by roadways.

Engineering characterization of the subsurface materials encountered.

Typical pavement subgrade recommendations for the streets as per the City of Celina development standards.

Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of pavement and possible construction problems reasonably to be expected.

Pavement thickness on the 5,100 LF of Ownsby Parkway between Preston Road and CR 83 will be evaluated by coring at 10 locations (about 500 ft spacing between cores). Upon coring, the subsurface soil and/or rock conditions at the core locations will be explored to a depth of about 20 ft. At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Settlement of boreholes may occur over time. ALPHA shall not be responsible for any settlement of boreholes that may occur after initial backfilling. The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

and/or rock conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, we will consult with the client prior to initiating any additional services. Please note, regardless of the number of borings performed subsurface conditions between borings may vary.

The study will also include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils. The specific types and quantities of tests will be determined based on soil/rock conditions encountered in the borings. Our laboratories are fully equipped with modern equipment for soil and rock testing and tests are performed by trained qualified technicians in compliance with the applicable specifications. Field exploration programs are conducted with drilling equipment operated by experienced and reliable drillers. All field and laboratory staff are supervised by professional engineers.

Results of the field exploration and laboratory tests will be utilized in the engineering analysis and the formulation of our recommendations. Results of our study, including the substantiating data and our recommendations, will be presented in a written report prepared by a Licensed Professional Engineer.

Costs and Schedule

Our fee for performance of the geotechnical study on the site described will be as noted below. We guarantee not to exceed this figure without your approval. Inclement weather could result in delays to the referenced boring operations schedule.

Geotechnical Lump Sum Fee	**$19,900.00**
Traffic Control* (Estimated 3 days at $3,000.00 per day)	**$9,000.00**
Total Fee	**$28,900.00**
Schedule to Complete Study	**9-10 Weeks**

*Note: The cost provided herein includes traffic control costs associated with lane closure for 3 days during our field exploration. If a site-specific traffic control plan is required, additional costs will be applicable.

The above cost estimate is valid for 90 days and is based on Client providing suitable access and entry to test boring locations during normal business hours. Client represents that it has full authority from the current landowner to engage ALPHA to perform this study. The pricing provided above assumes test boring locations can be accessed using standard, truck-mounted drilling equipment. Surveying of boring locations and elevations is not included in the cost estimate, but can be provided if needed upon request. If difficult site conditions are encountered, alternate pricing may be provided using an All-Terrain Drilling Unit or other portable equipment.

Prior to start of drilling, ALPHA will contact Texas One-Call utility clearance (Texas811) to mark and clear utilities at the boring locations. The Client shall provide any known site specific utility information upon acceptance of this proposal. ALPHA is not responsible for damage to any below grade utilities of which we are not made aware.

Please note: Our field equipment may rut the site during drilling operations. A concerted effort will be made to minimize such problems, however, ALPHA is not responsible for re-grading or repairing rutted areas if they develop.

Due to the ever-changing circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this agreement that affect availability of resources and staff of ALPHA, the Client, other consultants, and public agencies. Therefore, there could be changes in the referenced schedule and/or project costs. ALPHA will exercise reasonable efforts to overcome the challenges presented by current circumstances, but ALPHA will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

The scope of work for this study does not include stability analysis for any slopes either to be constructed or which may exist naturally on the site. If the final grading plans indicate significant slopes (over about 3 ft high) will exist, it is recommended the client have slope stability analysis conducted. Further, the scope of work proposed herein does not include design parameters for retaining walls nor does it include global stability of the same. If a slope stability analysis and/or a retaining wall analysis is desired, upon request, ALPHA will provide a separate Proposal for such analysis.

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the **Proposal Acceptance Form** and return a signed copy via either email or fax, or the signed original to our office. We will consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature, or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date. Payment of the invoice is not contingent on Client's agreement or acceptance of

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

ALPHA's design recommendations or report discussion. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

By execution of this Proposal, the undersigned Client acknowledges and agrees that the attached "Terms and Conditions" have been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are attached to this proposal as "Exhibit A" and are fully incorporated into this Proposal by reference as if set forth herein.

Thank you for this opportunity to offer our services. We look forward to working with you on this project.

Sincerely,

ALPHA TESTING, LLC.

David E. Schledorn, P.E.
Senior Geotechnical Engineer

Attachments: Proposal Acceptance Form
"Exhibit A" Terms and Conditions

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

GEOTECHNICAL
PROPOSAL ACCEPTANCE FORM

Date: April 19, 2022 ALPHA Proposal No.: 90623

Project Name: Ownsby Parkway (5,100 LF)

Project Location: From Preston Road to Coit Road, Celina, Texas

CLIENT: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

ATTENTION: _____ **TELEPHONE:** _____

EMAIL: _____ **FAX:** _____

*******REQUIRED INFORMATION*****(Must be completed in order to process)**

ACCOUNTS PAYABLE CONTACT: _____ ☐ ***Check box if same as above***

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____ **TELEPHONE:** _____

Land Owner's Name: _____

Address: _____

City, St. Zip: _____

Project Legal Description: _____

_____

Project County: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that he/she has full authority to bind the Client.

PROPOSAL ACCEPTED BY: _____
Signature **Title** **Date**

PRINTED NAME: _____

REPORT DISTRIBUTION

COMPANY	**ATTENTION**	**EMAIL ADDRESS**

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

BAIRD, HAMPTON & BROWN
building partners

April 18, 2022

Mr. Paul Hodges, P.E.
Peloton Land Solutions
11000 Frisco St., Ste 400
Frisco, Texas 75033

RE: OWNSBY PARKWAY IMPROVEMENTS (PRESTON ROAD TO COIT ROAD)
STREET LIGHTING DESIGN
CELINA, TEXAS

Dear Paul,

We appreciate the opportunity to offer our proposal to provide the electrical design for the referenced project as described in your e-mail and attachment dated April 13, 2022. The project scope consists of providing the power and lighting design for street lighting along the extension and full build-out of a public road in Celina,TX from Preston to Coit Road(approximately 1 mile).

Our fee proposal makes the following assumptions:

- The roadway lighting design will be in accordance with current City of Celina standards.
- BHB will coordinate with the Utility and the City of Celina to identify points of service origin and lighting control enclosure locations.
- We cannot be responsible for equipment delivery that affects construction schedules.
- Our fee proposal is based upon producing the Contract Documents using AutoCad. This proposal does not include producing cadd drawings in Microstation format.
- This proposal assumes that services during construction will be performed on an hourly basis as requested by your office.

We propose to provide the electrical engineering design for the referenced project in sufficient detail to receive construction bids from subcontractors and in sufficient detail to install the systems in accordance with applicable codes. Deliverables will include original drawings (CADD Plots) and specifications prepared for binding separately. Drawings will be sealed by a Registered/Licensed Professional Engineer.

In addition to the hourly conceptual design effort described above we propose a stipulated sum fee of Eight Thousand Five Hundred Dollars and No Cents ($8,500.00) for the street lighting design. Invoices will be forwarded to your office based upon the percentage of design completed during each billing period. Stipulated sum includes cost of long distance telephone calls, telephone faxes and mailing costs. Stipulated sum includes travel expenses for travel to the project site, but does not include reproduction expenses, other than single copy originals for final drawings. Travel expenses, plotting and reproduction expenses, other than those identified above will not be incurred without your prior approval, at which point these

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

expenses will be reimbursed at cost, payable under the same conditions as the stipulated sum.

Hourly rates for the conceptual design and any Additional Services, such as revisions to previously approved work, work outside of the scope itemized herein or special studies, if requested, will be performed at the following rates, plus direct expenses, payable under the same conditions as the stipulated sum:

Principal	$285 per hour
Project Manager	$190 per hour
Sr. Engineer	$190 per hour
Engineer - PE	$135 per hour
Engineer - EIT	$100 per hour
Sr. Designer	$135 per hour
Designer	$100 per hour
CADD/ Drafting	$70 per hour
Clerical	$65 per hour

If you agree with the terms of this proposal, please indicate your approval by signing below and returning to our office.

We will consider receipt of this signed agreement as our notice to proceed. Thank you for the opportunity to work with you on this project.

Sincerely,

BAIRD, HAMPTON & BROWN

Thomas E. Wilson, PE
Associate, Electrical Engineer

APPROVED FOR PELOTON LAND SOLUTIONS BY:

Signature

Date

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

TASK ORDER No. 98
FOR
MASTER SERVICES AGREEMENT – TASK ORDER
PELOTON / BURNS & McDONNELL

This Task Order is entered into and authorized by ENGINEER on the last date of signature below, by and between Peloton Land Solutions, LLC, GP (hereinafter called ENGINEER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONSULTANT). The parties agree that the CONSULTANT shall perform the following Services in accordance with the terms of the Master Services Agreement (hereinafter called AGREEMENT) dated 8/11/2016:

1. **Name of OWNER:** Celina, TX
2. **Name of OWNER's Project:** Ownsby Parkway
3. **General Scope of Services:** CONSULTANT shall provide traffic signal design plans to support the proposed Ownsby Parkway improvements project.
4. **Detailed Scope of Services:** See attached project proposal
5. **Schedule:** The Services shall be ongoing, as needed.
6. **Compensation**: The basis of compensation for the above Services shall be as marked below:

	Lump Sum Fee of $_____as described in the attached project proposal.
X	Hourly Rate per the attached CONSULTANT's Rate Sheet with a Not-to-Exceed amount of $19,880 as described in the attached project proposal
	Hourly Rate per the attached CONSULTANT's Rate Sheet with no compensation cap.
	Other, as described by the following:

7. **Payment Terms:** The ENGINEER shall pay the CONSULTANT within the time period marked below after receipt of the CONSULTANT's undisputed statement:

X	No changes to the payment terms in the AGREEMENT, Section 6.3.
	Within 7 days of payment to ENGINEER by OWNER or within sixty (60) days of ENGINEER's receipt of an undisputed statement, whichever is shortest.
	Other, as described by the following:

8. **Insurance:** The insurance required for this Task Order shall be as marked below:

X	No changes to the insurance requirements in the AGREEMENT, Section 7.1.
	Equal to that of the Prime Contract between the ENGINEER and the OWNER, attached hereto.
	Other, as described by the following:

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

9. **Indemnification for Pollution Related Claims:**

X	This Task Order does NOT include Services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work.
	This Task Order DOES include Services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work. Furthermore, the Prime Contract between the ENGINEER and the OWNER DOES include acceptable language indemnifying the CONSULTANT as provided in the AGREEMENT, Paragraph 7.12. A copy of the Prime Contract is attached hereto.

10. Construction Phase Activities:

X	Services rendered under this Task Order by the CONSULTANT do NOT include preparation of construction documents or providing construction phase services.
	Services rendered under this Task Order by the CONSULTANT do include preparation of construction documents or providing construction phase services. As such, the Prime Contract between the ENGINEER and the OWNER ____DOES \ ____DOES NOT include language requested in Paragraphs 7.1.2, 7.1.3 and 7.13.3. A copy of the Prime Contract is attached hereto.

11. **Limit of Liability:** The total liability as described in the Agreement, Paragraph 8.1, shall NOT exceed the amount marked below:

X	Two (2) times the total compensation actually received by CONSULTANT under this Task Order.
	The following amount: $_____.

12. **Terms:** The terms of this Task Order supersede any contrary terms of the AGREEMENT.

IN WITNESS WHEREOF, the parties have made and executed this Task Order as of the last date of signature below.

ENGINEER: Peloton Land Solutions, LLC, GP		**CONSULTANT: Burns & McDonnell Engineering Company, Inc.**	
By:	_____	By:	_____
Name:	_____	Name:	Andrew Reid
Title:	_____	Title:	Regional Global Practice Manager
Date:	_____	Date:	4/18/2022

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

ATTACHMENT 98-A
SERVICES TO BE PROVIDED BY THE CONSULTANT

OWNSBY PARKWAY TRAFFIC SIGNAL DESIGN
CELINA, TX

GENERAL PROJECT OVERVIEW

This scope of services provides for the design of a traffic signal at the intersection of Ownsby Parkway and Preston Road within Celina, Texas.

PROJECT DETAILS

Task 1 - Traffic Signal Design Services to be performed by the Engineer

Activities

1.1. Prepare Base Map with existing topographic survey, right of way, and existing and proposed utilities.

1.2. Design a traffic signal to accommodate the proposed roadway expansion, primarily to the east of Preston Road.

1.3. Proposed signal design plan sheet for the intersection identified above based on available CAD files. The electronic files will be prepared using MicroStation® in .dgn format.

The following sheets will be prepared and included in the plan set:

1.3.1. Cover Sheet
1.3.2. General Notes
1.3.3. Estimate Summary
1.3.4. Traffic Signal Layout

The construction documents will include the location of signal heads, pedestrian signal heads, Opticom™ sensors, conduit runs, pull boxes, small mast arm mounted signs.

1.4. Proposed signal detail sheet for each intersection identified above. The electronic files will be prepared using MicroStation® in .dgn format. One (1) (11" x 17") sheet is assumed for showing the proposed signal detail.

This sheet will show the following:

1.4.1. Conduit run summary table
1.4.2. Signal head table
1.4.3. Conductor Summary table
1.4.4. Signal head configuration
1.4.5. Signs layout

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

Task 2 – Meetings

1.5. Up to one teleconference meeting with the City of Celina are included in the scope of this project.

1.6. A field review of the intersection will be performed prior to conceptually positioning signal poles on initial plans and will be coordinated with the Client.

1.7. Post design, questions regarding the construction documents themselves will be answered.

Deliverables

The engineer will provide all signal design files in PDF format and will transmit electronically for review to the City of Celina at approximately 60% completion and then at 100% completion.

Additional Services

Items that are not included in this task, but may be needed under certain circumstances may include:

- More than two (2) 11 x 17 inch sheets.
- Proposed design for proposed pole(s), mast arm(s), signal heads, pedestrian signal heads, Opticom™ sensors, pedestrian pushbutton(s), conduit runs, and pull boxes outside of the specified locations.
- Additional modifications to plans as a result of changes in field between final plan submittal and construction.
- Signal modifications at locations other than the locations identified in this scope of work.
- Any bidding and construction phase services.

If required, these services will be provided on an hourly basis plus expenses and any work on these items or any other items outside the scope as described in this document will not be performed unless and until a specific notice to proceed on those specific items is given in writing.

Client Provided Items

- Existing Topography Survey in CAD Format
- Existing Property R/W in CAD Format
- Existing and Proposed Utilities in CAD Format

Assumptions

- No change in number of lanes or lane assignment will be made after initiation of traffic signal design.
- No traffic signal warrant analysis will be required as part of this scope of work.

ATTACHMENT 98-B
FEE ESTIMATE
Ownsby Parkway Traffic Signal Design

Task	Associate Engineer (Level 14)	Senior Engineer (Level 12)	Staff Engineer (Level 10)	Assitant Engineer (Level 8)	General Office (Level 6)	TOTAL HOURS
Meetings		2				2
Base File Setup/Preparation		4		8		12
Standard Specifications Review		2				
Traffic Signal Design		14		24		38
Plan Sheet Preparation		10		16		26
Town Coordination & Revisions		14		8		22
QA/QC	2	4		2		8
Field Review		2		2		4
Classification Hours	2	52	0	60	0	114
Hourly Rate	**$235.00**	**$206.00**	**$169.00**	**$126.00**	**$79.00**	
Subtotal labor by level	$470.00	$10,712.00	$0.00	$7,560.00	$0.00	**$18,742.00**

TOTAL LABOR FEE..... $18,742.00

EXPENSES

Tech Charge @ $9.95/hr (reproduction, plotting, misc expenses)..... **$1,134.30**

TOTAL FEE..... $19,876.30

TOTAL NOT TO EXCEED FEE..... $19,880.00

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

CROSS TIMBERS STUDIO
3821 Willomet Avenue
Fort Worth, TX 76133
(972) 896-1900 • P

April 27, 2022

Peloton Land Solutions
Attn: Jordan Kaylor
9800 Hillwood Parkway, Suite 250
Fort Worth, TX 76177

Re: Ownsby Parkway Extension – Celina, TX; Irrigation Design

Dear Mr. Kaylor:

This letter is Cross Timbers Studio (Consultant) proposed contract to provide professional Landscape Architectural services for the referenced Project. Our services will be performed in close coordination with Peloton Land Solutions (Client) and Client's team. We will perform the following services generally in the order listed below.

BASIC SERVICES

Consultant shall provide the following services with respect to the Project:

Irrigation Design/Construction Documentation Services:

-Based on the overall Site Plan Development drawings and Landscape Plan approved by the Client, Consultant will prepare Irrigation Design Construction Documents in accordance with current City of Celina standards and requirements.
-At Client's direction, coordinate with other Consultants concerning design features, site, utility, landscape, and other improvements in relation to the irrigation components.
-Continue to obtain and review any plans, maps, and records as made available from the Owner as needed
-Conduct any necessary field surveys and observe site conditions and other requirements as needed, only if travel is approved by the Client.
-The Irrigation Construction Documents will rely on the approved, complete civil engineer's drawings and shall include all plans, details, and specifications that identify the materials, workmanship, and quality standards, for the irrigation components.
-Incorporate notes for adjacent properties where existing irrigation systems may require to be retrofitted with the proposed improvements.

ADDITIONAL SERVICES

All services requested by the Client that are not specifically listed in the Basic Services of this Agreement shall be considered Additional Services. Additional Services shall be paid for by the Client as set forth in this Agreement, or, at the Consultant's option, under a separate Agreement.

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

COMPENSATION

The Client shall compensate the Consultant as follows:

Consultant's compensation shall be a lump sum of $3,600 dollars for Basic Services (the "Basic Fee") plus the total for Additional Services performed on an hourly basis at the rate of $115/hour under separate agreement, plus reimbursable expenses as set forth below. Consultant's total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below, and will be billed monthly based on percent of work complete for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from substantial change in scope of the Project or services. The Client agrees to pay the Consultant the following fees for the Basic Services:

Irrigation Design/Construction Documentation Services (Lump Sum) $3,600

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the Consultant in the interest of the Project. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-of-town travel; cost of maps, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; and costs of obtaining permits and third-party consultant charges.

Consultant will invoice Client monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred, in accordance with the Terms and Conditions of this Agreement. Amounts invoiced are due and payable within 15 days after receipt of payment from the Owner of such invoice at the office of **Cross Timbers Studio, 3821 Willomet Avenue, Fort Worth, Texas, 76133.** The Consultant and the Client agree that the Client is dependent upon the Owner for funding to pay the Consultant. In no event shall Consultant's failure to bill monthly constitute default under the Terms and Conditions of this Agreement.

MISCELLANEOUS PROVISIONS

INFORMATION TO BE PROVIDED TO CONSULTANT

Client shall provide, in a timely manner, all criteria and full information regarding Client's requirements for, and limitations on, the Project, including without limitation:

1. Legal description and to-scale boundary survey of the property;

2. All deed restrictions and covenants;

3. Topographic survey including 1' contours (unless otherwise agreed by Consultant in writing), tree survey, drainage and flood plain locations, overlay zones or districts, environmental and geotechnical data, utilities, easements, and other physical improvements and impacts of the property;

4. Environmental analysis and surveys, including endangered species presence and/or habitat and known environmental features.

5. CAD files, as appropriate and available, in an AutoCAD format to be mutually determined;

6. Existing or pending municipal permits or approvals, and other pertinent information as required during the process;

7. Financial/economic information setting forth the budget limitations for the Project; and

8. Approved site plan showing existing conditions and all proposed improvements.

OWNERSHIP OF DOCUMENTS

Drawings and specifications as instruments of service shall remain property of the Consultant whether the work for which they are made be executed or not and are not to be used on other projects without our written consent.

TEXAS BOARD OF ARCHITECTURAL EXAMINERS

Under Chapter 1052 of the Texas Occupations Code, The Texas Board of Architectural Examiners - 333 Guadalupe St., Suite 2-350, Austin, Texas 78701-3945, telephone (512) 305-9000 - has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. Cross Timbers Studio, Registration No. BR 3558

Thank you for the opportunity to work with you on this project. If this proposal is acceptable as written, please sign below and return a copy to me. Your signature will indicate your authorization to proceed.

Sincerely,

Clifton Hall, ASLA
Owner/Landscape Architect

ACCEPTED BY:
Peloton Land Solutions

_____ _____
Signature Date

Attachment: Exhibits CEL22002_Ownsby Parkway (Preston to Coit)_PROPOSAL_04282022 (002) (Ownsby Parkway Improvements (Preston to

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Pollard Tract - Annexation Service Agreement

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

Applicant:
The Law Offices of Robert D. Daake, PLLC.
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the annexation service agreement for a 38 acre tract along the Dallas North Tollway corridor. Please refer to the attached documents as well as the accompanying annexation and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
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S LEGACY DR
COUNTY ROAD 8
MOBBERLY RD
MOBBERLY CONNECTOR
DALLAS NORTH TOLLWAY
COUNTY ROAD 54
FM 428
W GLENDENNING PKWY
COUNTY ROAD 51
HUDDLESTON DR

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Pollard Tract
Location Map
City of Celina

3/29/2022

N
W E
S

0 445 890 Feet

Attachment: Location Map (Pollard Tract – Annexation Service Agreement)

Service Agreement for C-3 Annexed Property

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

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

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

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

Attachment: Annexation Service Agreement (Pollard Tract – Annexation Service Agreement)

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

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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

Attachment: Annexation Service Agreement (Pollard Tract – Annexation Service Agreement)

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

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

M) TERM

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

N) AMENDMENTS

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

Entered into this ____ day of _____, 2022.

CITY OF CELINA

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

OWNER: OLD CELINA LTD.

By: _____
Name: Rex Glendenning
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (Pollard Tract – Annexation Service Agreement)

Exhibit A
Legal Description

BEING a tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 168, Collin County, Texas and being all of a called 37.614 acres tract of land described in Deed to Kelly J. Foster and Jeffrey T. Pollard as recorded in Instrument No. 20171107001485460, Official Public Records, Collin County, Texas, and being more particularly described herein as follows:

BEGINNING at a 3/8 inch iron rod found in the South line of County Road 8 (a public road) for the Northeast corner of said 37.614 acres tract and being in the West line of a called 73.047 acres tract of land described in Deed to Douglas J. Barker and Saundra K. Barker as recorded in Instrument No. 20200922001618130, said Official Public Records;

THENCE South 00 degrees 43 minutes 11 seconds East, with the East line of said 37.614 acres tract, and the West line of said 73.047 acres tract, a distance of 1,235.70 feet to a 3/4 inch iron rod found for the Southeast corner of said 37.614 acres tract and the Northeast corner of a called 243.846 acres tract of land described in Deed to Texas Republic Realty, LTD. as recorded in Instrument No. 20160610000726690, said Official Public Records;

THENCE South 89 degrees 40 minutes 34 seconds West, with the South line of said 37.614 acres tract and the North line of said 243.846 acres tract, a distance of 1,329.00 feet to a 1/2 inch iron rod found for the Southwest corner of said 37.614 acres tract, and being the Southeast corner of a called 37.614 acres tract of land described in Deed to Michael C. Hollifield and wife, Deborah Baker Hollifield as recorded in Volume 5696, Page 1982, Real Property Records, Collin County, Texas;

THENCE North 00 degrees 14 minutes 05 seconds West, with the West line of said 37.614 acres tract and the East line of said Hollifield tract, passing at 1,232.44 feet a 6 inch wood fence corner post for reference, and continuing along said course, a total distance of 1,237.69 feet to a 5/8 inch capped iron rod stamped "PLS, INC" (typical) set for the Northwest corner of said 37.614 acres tract in the South line of said County Road 8, and being the Northeast corner of said Hollifield tract;

THENCE North 89 degrees 45 minutes 50 seconds East, with the North line of said 37.614 acres tract and the South line of said County Road 8, a distance of 1,318.54 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 37.582 acres of land, more or less.

Attachment: Annexation Service Agreement (Pollard Tract – Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Cambridge Crossing - PID Pre-SAP

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

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2022-__R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN PHASE #2 OF THE CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN UPDATED FOR PHASE #2, INCLUDING A PROPOSED PHASE #2 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED PHASE #2 ASSESSMENT ROLL WITH THE CITY SECRETARY OR DEPUTY CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR JUNE 14, 2022 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN PHASE #2 OF THE CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”) authorizes the City of Celina, Texas (the "City") to create a public improvement district within the City or the extraterritorial jurisdiction of the City; and

WHEREAS, on February 28, 2017, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City on January 3, 2017 titled "Petition for the Creation of a Public Improvement District Within the City of Celina, Texas, for the Cambridge Crossing Development" requesting the creation of a public improvement district; and

WHEREAS, on February 28, 2017, the City Council adopted Resolution No. 2017-10R (the "Authorization Resolution"), authorizing, establishing, and creating the “Cambridge Crossing Public Improvement District” (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of up to $80,000,000 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, pursuant to ordinances adopted by the City Council on August 14, 2018 the City Council approved the Cambridge Crossing Public Improvement District Service and Assessment Plan, including the Phases #2-7 Major Improvement Assessment Roll and the Phase #1 Assessment Roll (the “Original SAP”), levied special assessments for the construction of the Phases #2-7 Major Improvements against property within the District, and levied special

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

assessments for the construction of the Phase #1 Improvements against property within Phase #1 of the District, and established a lien on such property; and

WHEREAS, the City Council and the City staff have been presented a preliminary service and assessment plan updated for Phase #2, including a proposed Phase #2 Assessment Roll attached thereto (the "Preliminary Updated SAP"), which updates the Original SAP (as amended by Annual Service Plan Updates and other updates to the Original SAP previously approved by the City Council) for the District to include assessments proposed to be levied against property within Phase #2 of the District that benefit from certain Authorized Improvements that solely benefit property within Phase #2 (the "Phase #2 Improvements"). A copy of the Preliminary Updated SAP is (i) attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area constituting Phase #2 of the District, (iv) identifies the costs of the Phase #2 Improvements, and (v) sets forth the proposed assessment roll for Phase #2 (the "Proposed Phase #2 Assessment Roll"); and

WHEREAS, the Preliminary Updated SAP sets forth the estimated total costs of the Authorized Improvements consisting of the Phase #2 Improvements to be financed by the District at this time and the Phase #2 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Phase #2 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary Updated SAP; and

WHEREAS, the PID Act requires that the Proposed Phase #2 Assessment Roll be filed with the municipal secretary (the "City Secretary") or other officer performing the functions of the municipal secretary, such as the Deputy City Secretary of the City (the "Deputy City Secretary") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments against the benefitted property within Phase #2 of the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID 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.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

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

SECTION 1. 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. The City Council does hereby accept the Preliminary Updated SAP for the District, including the Proposed Phase #2 Assessment Roll, in a form substantially similar to the attached **Exhibit A**, and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Updated SAP.

SECTION 3. The City Council hereby determines that the total costs of the Phase #2 Improvements to be financed by the District are as set forth in Section III.D of the Preliminary Updated SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Phase #2 Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final Phase #2 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Phase #2 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in Phase #2 of the District that benefits from the Phase #2 Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary Updated SAP.

SECTION 7. The City Council hereby authorizes and directs the filing of the Proposed Phase #2 Assessment Roll with the Deputy City Secretary and directs the Deputy City Secretary to make the same available for public inspection.

SECTION 8. The City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing, as defined above) to be held on **June 14, 2022, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, 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

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

consider an ordinance levying the assessments as special assessments on property located within Phase #2 of the District that benefits from the Phase #2 Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 9. The City Council hereby authorizes and directs the Deputy City Secretary to publish notice of the Assessment Hearing to be held on **June 14, 2022**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **June 2, 2022**, as required by Section 372.016(b) of the PID Act.

SECTION 10. When the Proposed Phase #2 Assessment Roll is filed with the Deputy City Secretary, the City Council hereby authorizes and directs the Deputy City Secretary, on or before **June 2, 2022**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **June 14, 2022**, as required by Section 372.016(c) of the PID Act.

SECTION 11. 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 14, 2022** meeting of the City Council.

SECTION 12. This Resolution shall become effective from and after its date of passage in accordance with law.

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Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

ADOPTED, PASSED, AND APPROVED on this the 10th day of May, 2022.

_____
Mayor

ATTEST:

_____
Deputy City Secretary

(City Seal)

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

EXHIBIT A

PRELIMINARY UPDATED SAP

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT

CELINA TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

August 14, 2018

as updated for Phase #2 on May 10, 2022.

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

CAMBRIDGE CROSSING
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 28, 2017, the City Council of the City of Celina, Texas passed and approved Resolution No. 2017-10R approving and authorizing the creation of the Cambridge Crossing Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID, all of which is located within the City of Celina.

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

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Cambridge Crossing Public Improvement District Service and Assessment Plan, as updated (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, as amended, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

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

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B. DEFINITIONS

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

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

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

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

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

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(viii) the Trustee's reasonable fees and expenses relating to the Bonds, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds or any costs of issuance associated with the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including interest, as shown on the Assessment Rolls attached hereto as Appendix G, Appendix H, and Appendix I, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest described in Section V of this Service and Assessment Plan, if applicable, and (iii) the Administrative Expenses.

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

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

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

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

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

"Assessment Roll" means, as applicable, the Phases #2-7 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

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

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

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

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

"City" means the City of Celina, Texas.

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

"**County**" means Collin County, Texas.

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

"Developer" means Tollway/Outer Loop, L.P., a Texas limited partnership, and any successor owner of the Property or any portion thereof with obligation to construct all or a portion of the Authorized Improvements.

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

"**Future Phases**" means Phases that are fully developed after Phase #1 and Phase #2, as such areas are generally depicted and described in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"**Future Phase Improvements**" means those Authorized Improvements associated with any Future Phases.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a Homeowner's Association.

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

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

"Major Improvements" or **"MI"** mean the Authorized Improvements described in Section III.B that benefit all Assessed Property within the PID and that were constructed concurrently with Phase #1.

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

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

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

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

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

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

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

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

"Phase #1 Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Cambridge Crossing Public Improvement District Phase #1 Project)" that are secured primarily by Phase #1 Assessment Revenues.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.C.

"Phase #1 Maximum Assessment per unit" means for Phase #1, an Assessment per unit related to the Phase #1 Projects for each applicable Lot Type as follows:

Lot Type 1 (74 Ft) - $37,615.15
Lot Type 2 (60 Ft) - $30.648.27
Lot Type 3 (50 Ft) - $25.578.30

"Phase #1 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Phase #1 Improvements, which are described in Section III.

"Phase #2" means the second Phase to be developed, identified as "Phase #2" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix I.

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

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

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

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

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

"Phase #2 Maximum Assessment per unit" means for Phase #2, an Assessment per unit related solely to the Phase #2 Projects for each applicable Lot Type as follows:

Lot Type 1 (74 Ft) - $51,716.53
Lot Type 2 (60 Ft) - $44,896.77
Lot Type 4 (84 Ft) - $56,831.35
Lot Type 5 (40 Ft) - $33,530.50

"Phase #2 Projects" mean (i) the pro rata portion of the Phases #2-7 Major Improvement Area Projects allocable to Phase #2, and (ii) the Phase #2 Improvements, which are described in Section III.

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

"**Phases #2-7 Major Improvement Area**" means the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"**Phases #2-7 Major Improvement Area Assessment Revenues**" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2-7 Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Phase #2-7 Major Improvement Area Projects.

"Phases #2-7 Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"Phases #2-7 Major Improvement Area Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phases #2-7 Major Improvement Area Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Cambridge Crossing Public Improvement District Phases #2-7 Major Improvement Project)" that are secured primarily by Phases #2-7 Major Improvement Area Assessment Revenues.

"**Phases #2-7 Major Improvement Area Projects**" means the pro rata portion of the Major Improvements allocable to the Phases #2-7 Major Improvement Area, which are described in Section III.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

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

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

"Prepayment Costs" mean interest and Administrative Expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Prepayment and Delinquency Reserve" means, with respect to the Phases #2-7 Major Improvement Area Bonds and Phase #1 Bonds, a reserve amount to be funded from Additional Interest collected each year. The Prepayment and Delinquency Reserve shall be funded until it reaches 5.50% of the outstanding respective series of Bonds as stipulated in the respective Bond documents. Once the Prepayment and Delinquency Reserve is funded in full, the City may allocate the Additional Interest component of the Annual Installments as provided in the respective Trust Indenture.

"Reimbursement Agreement" means that certain PID Reimbursement Agreement – Cambridge Crossing dated as of August 14, 2018 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Authorized Improvements, including the Major Improvements, Phase #1 Improvements and Phase #2 Improvements, and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of the Assessed Property.

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

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

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

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

"Zoning Ordinance" means Ordinance No. 2016-32 adopted by the City Council on April 12, 2016, which ordinance establishes the permitted uses of, and standards for the development of the property within the PID.

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Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 484.074 acres of land, generally located directly north of County Road 7, directly east of County Road 6, south of FM 428, and west of Dallas Parkway. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,530 single-family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (1,530) is based upon the updated, proposed development plan.

The property in the PID was originally proposed to be developed as shown in Table II-A.

Table II-A
Proposed Development within the PID - Original

Description	Proposed Development	
Single-family – 74 Ft	152	Units
Single-family – 60 Ft	537	Units
Single-family – 50 Ft	839	Units
Total	**1,528**	**Units**

The original development plan was revised in 2022 and the revised lot count and lot mix is shown in Table II-B.

Table II-B
Proposed Development within the PID – 2022 Revised

Description	Proposed Development	
Single-family – 84 Ft	7	Units
Single-family – 74 Ft	200	Units
Single-family – 60 Ft	491	Units
Single-family – 50 Ft	634	Units
Single-family – 40 Ft	198	Units
Total	**1,530**	**Units**

B. PROPERTY INCLUDED IN THE PHASES #2-7 MAJOR IMPROVEMENT AREA

Phases #2-7 Major Improvement Area consist of approximately 334.675 acres and is now projected to consist of approximately 1,200 residential units. A map of the property within Phases #2-7 Major Improvement Area and depicting the boundaries of each proposed Phase is shown in Appendix A.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

The property within Phases #2-7 Major Improvement Area was originally proposed to be developed as shown in Table II-C.

Table II-C
Proposed Development within Phases #2-7 Major Improvement Area - Original

Description	Proposed Development	
Single-family – 74 Ft	109	Units
Single-family – 60 Ft	415	Units
Single-family – 50 Ft	674	Units
Total	**1,198**	**Units**

The property within Phases #2-7 Major Improvement Area was revised in 2022 and the revised lot count and lot mix is shown in Table II-D.

Table II-D
Proposed Development within Phases #2-7 Major Improvement Area - 2022 Revised

Description	Proposed Development	
Single-family – 84 Ft	7	Units
Single-family – 74 Ft	157	Units
Single-family – 60 Ft	369	Units
Single-family – 50 Ft	469	Units
Single-family – 40 Ft	198	Units
Total	**1,200**	**Units**

C. Property Included in Phase #1

Phase #1 consists of approximately 108.523 acres and is projected to consist of 330 single family residential units, to be developed as Phase #1, as further described in Section III. A map of the property within Phase #1 and depicting the boundaries of each proposed Phase is shown in Appendix A.

The property within Phase #1 is proposed to be developed as shown in Table II-E.

Table II-E
Proposed Development within Phase #1

Description	Proposed Development	
Single-family – 74 Ft	43	Units
Single-family – 60 Ft	122	Units
Single-family – 50 Ft	165	Units
Total	**330**	**Units**

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

D. PROPERTY INCLUDED IN PHASE #2

Phase #2 consists of approximately 46.878 acres and is projected to consist of 227 single family residential units, to be developed as Phase #2, as further described in Section III. A map of the property within Phase #2 and depicting the boundaries of each proposed Phase is shown in Appendix A, and the property within Phase #2 is further described in Appendix C.

The property within Phase #2 is proposed to be developed as shown in Table II-G.

Table II-G
Proposed Development

Proposed Development	Quantity	Measurement
Single-family – 84 Ft	7	Units
Single-family – 74 Ft	20	Units
Single-family – 60 Ft	2	Units
Single-family – 40 Ft	198	Units
Total	**227**	**Units**

E. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, Phased PID Bonds may be issued and/or obligations may be incurred under the Reimbursement Agreement for Future Phase Improvements. In connection with the issuance of each new Phased PID Bond and/ or new obligations under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be updated to add additional details of each new Phase and the Future Phase Improvements as shown for Phase #1 and Phase #2 in Section II. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phase(s) are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G, Appendix H, and Appendix I.

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

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Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the diagrams included as Appendix D should be undertaken by the City for the benefit of the property within the PID. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units.

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

Roadway Improvements:

The major roadway improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Distribution System Improvements:

The major water distribution system improvements consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Collection System Improvements:

The major sanitary sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Collection System Improvements

The major storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Table III-A shows the Budgeted Costs of the Major Improvements.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table III-A
Budgeted Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	Phase #1 Allocated Amount[1]	Phases #2-7 Major Improvement Area Allocated Amount
Roadway improvements, including right-of-way	$10,492,340	$2,302,624	$8,189,716
Water improvements	$1,020,500	$223,957	$796,543
Sanitary sewer improvements	$1,422,020	$312,073	$1,109,947
Storm drainage improvements	$1,047,000	$229,772	$817,228
Other soft and miscellaneous costs	$364,333	$79,956	$284,377
Total Authorized Improvements	**$14,346,193**	**$3,148,381**	**$11,197,812**

Note: Costs provided by Dowdey, Anderson & Associates. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements amount does not change.
[1]See Table V-A for allocation of Actual Costs of the Major Improvements to Phase #1.

C. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

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

Road Improvements:

The Phase #1 roadway improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements:

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

Sanitary Sewer Improvements:

The Phase #1 sanitary sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #1 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Table III-B shows the Budgeted Costs of the Phase #1 Projects.

Table III-B
Budgeted Phase #1 Improvement Costs

Authorized Improvements	Phase #1 Improvements	Proportional Share of Major Improvements[1]	Total Phase #1 Projects
Roadway improvements	$2,543,000	$2,302,624	$4,845,624
Water improvements	$1,097,000	$223,957	$1,320,957
Sanitary sewer improvements	$1,003,000	$312,073	$1,315,073
Storm drainage improvements	$0	$229,772	$229,772
Other soft and miscellaneous costs	$194,000	$79,956	$273,956
Total Authorized Improvements	**$4,837,000**	**$3,148,381**	**$7,985,381**

Note: Costs provided by Dowdey, Anderson & Associates. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements amount does not change.
[1]See Table III-A

D. DESCRIPTIONS AND COSTS OF PHASE #2 IMPROVEMENTS

The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #2 Improvements are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The roadway improvement portion of the Phase #2 Improvements consists of the construction of road improvements, including related excavation, paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, street lights, and traffic control devices, which benefit the Phase #2 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Phase #2 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, water services, and appurtenances, necessary for the portion of the water distribution system that will service the Phase #2 Assessed Property. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #2 Improvements consists of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #2 Assessed Property. The

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sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #2 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, detention ponds and excavation thereof, and appurtenances necessary to provide adequate drainage to the Phase #2 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Phase #2 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-C shows the Budgeted Costs of the Phase #2 Improvements.

Table III-C
Budgeted Phase #2 Improvement Costs

Authorized Improvements	Phase #2 Improvements
Roadway improvements	$2,984,392
Water improvements	$806,538
Sanitary sewer improvements	$543,344
Storm drainage improvements	$1,261,460
Other soft and miscellaneous costs	$342,420
Total Authorized Improvements	**$5,938,154**

Note: Costs provided by Dowdey, Anderson & Associates. The figures shown in Table III-C may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements amount does not change.

E. FUTURE PHASE AUTHORIZED IMPROVEMENTS

As Future Phases are developed and Phased PID Bonds are issued and/or obligations are incurred under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be updated to identify the specific Future Phase Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table III-D will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed.)

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Phase #1 Improvements were completed and accepted by the City in the first quarter of 2020. The Major Improvements were completed and accepted by the City in the first quarter of 2020. The Phase #2 Improvements are anticipated to be completed and accepted by the City in the second or third quarter of 2022.

The Budgeted Costs for the Phases #2-7 Major Improvement Area Projects plus costs related to the issuance of the Phases #2-7 Major Improvement Area Bonds, in one or more series, for the Phases #2-7 Major Improvement Area Projects and payment of expenses incurred in the establishment, administration and operation of the PID allocable to the Phases #2-7 Major Improvement Area Projects is $14,028,092 as shown in Table IV-A.

The Budgeted Costs for the Phase #1 Projects plus costs related to the issuance of the Phase #1 Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID allocable to Phase #1 is $9,906,947 as shown in Table IV-B.

The Budgeted Costs for Phase #2 Improvements and payment of expenses incurred in the establishment, administration and operation of PID allocable to Phase #2 is $5,938,154 as shown in Table IV-C.

The sources and uses of funds shown in Table IV-A, Table IV-B, and Table IV-C shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed in connection with the issuance of Phased PID Bonds and/or obligations are incurred under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be amended (e.g. Table IV-D will be amended to add phase #3, etc.).

The Phases #2-7 Major Improvement Area Bonds shown in Table IV-A were issued in 2018 to finance a portion of the Phases #2-7 Major Improvement Area Projects.

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Table IV-A
Estimated Sources and Uses – Phases #2-7 Major Improvement Area

Sources of Funds	Total
Par amount	$13,795,000
Other funding sources	$233,092
Total Sources	**$14,028,092**
Uses of Funds	
Major Improvements	
Roadway improvements including right-of-way	$8,189,716
Water distribution system improvements	$796,543
Sanitary sewer improvements	$1,109,947
Storm drainage improvements	$817,228
Other soft and miscellaneous costs	$284,377
Subtotal Major Improvements	*$11,197,812*
Bond issuance costs	
Capitalized interest	$755,430
Debt service reserve fund	$1,014,000
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$1,025,850
Subtotal bond issuance costs	*$2,830,280*
Total Uses	**$14,028,092**

The Phase #1 Bonds shown in Table IV-B were issued in 2018 to finance a portion of the Phase #1 Projects.

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Table IV-B
Estimated Sources and Uses – Phase #1

Sources of Funds	Total
Par amount	$9,555,000
Other funding sources	$351,947
Total Sources	**$9,906,947**
Uses of Funds	
Major Improvements	
Road improvements including Right-of-Way	$2,302,624
Water distribution system improvements	$223,957
Sanitary sewer improvements	$312,073
Storm drainage improvements	$229,772
Other soft and miscellaneous costs	$79,956
Subtotal Major Improvements	*$3,148,381*
Phase #1 Improvements	
Roadway improvements	$2,543,000
Water improvements	$1,097,000
Sanitary sewer improvements	$1,003,000
Storm drainage improvements	$0
Other soft and miscellaneous costs	$194,000
Subtotal Phase #1 Improvements	*$4,837,000*
Bond issuance costs	
Capitalized interest	$486,053
Debt service reserve fund	$678,863
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$721,650
Subtotal bond issuance costs	*$1,921,566*
Total Uses	**$9,906,947**

The obligation under the Reimbursement Agreement related to the Phase #2 Improvements, and the sources and uses of such obligation, is shown in Table IV-C.

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Table IV-C
Sources and Uses – Phase #2

Sources of Funds	Phase #2 Obligation under Reimbursement Agreement
Reimbursement Agreement amount allocable to Phase #2	$5,938,154
Other funding sources	$0
Total Sources	**$5,938,154**
Uses of Funds	
Phase #2 Improvements	
Roadway improvements	$2,984,392
Water improvements	$806,538
Sanitary sewer improvements	$543,344
Storm drainage improvements	$1,261,460
Other soft and miscellaneous costs	$342,420
Subtotal Phase #2 Improvements	*$5,938,154*
Total Uses	**$5,938,154**

As Future Phases are developed, Phased PID Bonds may be issued and/or additional obligations under the Reimbursement Agreement may be incurred to finance the Future Phase Improvements required for each Future Phase.

B. FIVE YEAR SERVICE PLAN

Phases #2-7 Major Improvement Area

The annual projected costs and annual projected indebtedness for the Phases #2-7 Major Improvement Area is shown in Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness
Phases #2-7 Major Improvement Area

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phases #2-7 Major Improvement Area Annual Installments
2021 & Prior	$14,028,092	$13,795,000	$233,092	$1,872,451
2022	$0	$0	$0	$1,060,199
2023	$0	$0	$0	$1,078,260
2024	$0	$0	$0	$1,077,318
2025	$0	$0	$0	$1,079,341
2026	$0	$0	$0	$1,080,554
2027	$0	$0	$0	$1,075,958
Total	**$14,028,092**	**$13,795,000**	**$233,092**	**$8,324,080**

The annual projected costs shown in Table IV-D are the annual expenditures relating to Phases #2-7 Major Improvement Area Projects shown in Table III-A, the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown in Table IV-E. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-E
Annual Projected Costs and Annual Projected Indebtedness
Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
2021 & Prior	$9,906,947	$9,555,000	$351,948	$1,271,291
2022	$0	$0	$0	$732,789
2023	$0	$0	$0	$743,948
2024	$0	$0	$0	$745,918
2025	$0	$0	$0	$741,441
2026	$0	$0	$0	$741,723
2027	$0	$0	$0	$746,508
Total	**$9,906,947**	**$9,555,000**	**$351,948**	**$5,723,616**

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The annual projected costs shown in Table IV-E are the annual expenditures relating to the Phase #1 Projects shown in Table III-B, the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #2

The annual projected costs and annual projected indebtedness for Phase #2 is shown in Table IV-F. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-F
Annual Projected Costs and Annual Projected Indebtedness
Phase #2

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #2 Annual Installments
2022	$5,938,154	$5,938,154	$0	$0
2023	$0	$0	$0	$461,038
2024	$0	$0	$0	$461,287
2025	$0	$0	$0	$461,322
2026	$0	$0	$0	$461,144
2027	$0	$0	$0	$460,751
Total	**$5,938,154**	**$5,938,154**	**$0**	**$2,305,542**

The annual projected costs shown in Table IV-F are the annual expenditures relating to the Phase #2 Improvements shown in Table III-C and the costs associated with setting up the PID as shown in Table IV-C. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

As Future Phases are developed, in association with issuing Bonds and/or obligations incurred under the Reimbursement Agreement for Future Phase Improvements, a table will be added to identify the Authorized Improvements to be financed by each new series of Bonds and/or new obligation incurred under the Reimbursement Agreement for such Future Phase Improvements; and, the projected indebtedness resulting from each additional series of Bonds and/or obligation under the Reimbursement Agreement.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed development financing program entails a series of bond financings and/or obligations under the Reimbursement Agreement that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds, the Phases #2-7 Major Improvement Area Bonds issued in 2018, and the obligation related to the Phase #2 Improvements under the Reimbursement Agreement incurred in 2022, subsequent financings may be issued in the future as subsequent Future Phases are gradually constructed.

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

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements can be reimbursed by a subsequent parity lien bond financing, secured by the same Assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

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

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1. The Actual Costs of the Major Improvements, Phase #1 Improvements, and Phase #2 Improvements shall be allocated on the basis of Equivalent Units, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

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

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

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

5. The Actual Costs of the Major Improvements are proportionally allocated to the Phases #2-7 Major Improvement Area Assessed Property and the Phase #1 Assessed Property based on the ratio of total projected Equivalent Units for the Phases #2-7 Major Improvement Area Assessed Property and the Phase #1 Assessed Property.

6. The Phases #2-7 Major Improvement Area Assessed Property's proportional share of the costs for the Phases #2-7 Major Improvement Area Projects is allocated to each Parcel within the Phases #2-7 Major Improvement Area Assessed Property based on the total projected Equivalent Units for each Parcel.

7. The Phase #1 Projects are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units for each Parcel.

8. The Phase #2 Improvements are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units for each Parcel.

Table V-A provides the estimated allocation of costs of the Major Improvements between the Phases #2-7 Major Improvement Area and Phase #1.

Table V-B provides the estimated allocation of costs of the Phases #2-7 Major Improvement Area Projects between the Phase #2 Area and Future Phases.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds or under the Reimbursement Agreement. Therefore, Parcels have and/or will only be assessed for the special

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benefits conferred upon the Parcel at this time because of the Phases #2-7 Major Improvement Area Projects, Phase #1 Projects, and Phase #2 Improvements.

In connection with the issuance of Phased PID Bonds and/or obligations incurred under the Reimbursement Agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued and/ or obligation under the Reimbursement Agreement with respect to the Future Phase Improvements. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds and/ or an obligation incurred under the Reimbursement Agreement, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Phases #2-7 Major Improvement Area Projects, the Phase #1 Projects, and the Phase #2 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property, Phase #2 Assessed Property, and Phases #2-7 Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phases #2-7 Major Improvement Area Projects, Phase #1 Projects, and Phase #2 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds and/or obligations are incurred under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

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

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

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

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

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

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

The Assessments will repay financing that is on advantageous terms, as any Bonds that may be issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

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1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF MAJOR IMPROVEMENT COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Budgeted Costs of the Major Improvements must be allocated throughout all Assessed Property in the District. Table V-A summarizes the original allocation of Budgeted Costs of the Major Improvements to Phase #1 and the Phases #2-7 Major Improvement Area. Table V-B summarizes Phases #2-7 Major Improvement Area's portion of the Budgeted Costs of the Major Improvements and the allocation to Phase #2 and Future Phases. The Budgeted Costs shown in Table V-A and Table V-B may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 contains 330 residential units and the Phases #2-7 Major Improvement Area was originally projected to contain 1,198 residential units as shown in Appendix F on Table F-5 and Table F-3, respectively. As shown in Appendix F on Table F-11, the total original projected Equivalent Units for Phase #1 was calculated as 254.02 and the total original projected Equivalent Units for the Phases #2-7 Major Improvement Area was calculated as 903.47, as shown on Table F-9. The total original projected Equivalent Units in the PID was, therefore, calculated to be 1,157.49 (i.e., 254.02 + 903.47 = 1,157.49). As a result, 21.95 percent of the Budgeted Costs of the Major Improvements (i.e. 254.02 ÷ 1,157.49 = 21.95%) were originally allocated to the Phase #1 Assessed Property and 78.05 percent of the Budgeted Costs off the Major Improvements (i.e., 254.02 ÷ 1,157.49 = 78.05%) were originally allocated to the Phases #2-7 Major Improvement Area Assessed Property. Table V-A summarizes the original allocation of Budgeted Costs of the Major Improvements to Phase #1 and the Phases #2-7 Major Improvement Area.

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Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table V-A
Allocation of Major Improvement Costs in the PID

Authorized Improvement	Estimated Costs
Roadway Improvements including Right-of-Way	$10,492,340
Water Improvements	$1,020,500
Sanitary Sewer Improvements	$1,422,020
Storm Drainage Improvements	$1,047,000
Other soft and miscellaneous costs	$364,333
Total Major Improvements[1]	**$14,346,193**
Phase #1	
Projected total Equivalent Units[2]	254.02
% of total units	21.95%
Proportionate Share of Costs	$3,148,381
Phases #2-7 Major Improvement Area	
Projected total Equivalent Units[3]	903.47
% of total units	78.05%
Proportionate Share of Costs	$11,197,812

[1]See Appendix B for detailed costs of the Major Improvements.
[2]See Table F-11 in Appendix F. Represents the original Equivalent Unit calculations based on the original Equivalent Unit factors.
[3]See Table F-9 in Appendix F. Represents the original Equivalent Unit calculations based on the original Equivalent Unit factors.

As shown in Table V-A the total amount of the Budgeted Costs of the Major Improvements originally allocated to the Phases #2-7 Major Improvement Area was $11,197,812. Phase #2 is projected to contain 227 residential units and the Phases #2-7 Major Improvement Area is now projected to contain 1,200 residential units as provided in the updated development plan and shown in Appendix F on Table F-6 and Table F-4, respectively. As shown in Appendix F on Table F-12, the projected Equivalent Units for Phase #2 is calculated as 143.60 and the total updated projected Equivalent Units for the Phases #2-7 Major Improvement Area is calculated as 891.19, as shown on Table F-10. The remaining projected Equivalent Units for the Future Phases is calculated as 747.59 (i.e. 891.19 – 143.60 = 747.59). As a result, 16.11 percent of the original Budgeted Costs of the Major Improvements allocated to the Phases #2-7 Major Improvement Area (i.e. 143.60 ÷ 891.19 = 16.11%) are allocated to the Phase #2 Assessed Property and 83.89 percent of the Budgeted Costs off the Major Improvements originally allocated to the Phases #2-7 Major Improvement Area (i.e., 747.59 ÷ 891.19 = 83.89%) are allocated to the Future Phases. Table V-B summarizes Phases #2-7 Major Improvement Area's portion of the Budgeted Costs of the Major Improvements and the allocation to Phase #2 and Future Phases.

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Table V-B
Allocation of Major Improvement Costs within the Phases #2-7 Major Improvement Area

Authorized Improvement	Estimated Costs
Roadway Improvements including Right-of-Way	$8,189,716
Water Improvements	$796,543
Sanitary Sewer Improvements	$1,109,947
Storm Drainage Improvements	$817,228
Other soft and miscellaneous costs	$284,377
Total Major Improvements[1]	**$11,197,812**
Phase #2	
Projected total Equivalent Units[2]	143.60
% of total units	16.11%
Proportionate Share of Costs	$1,804,335
Future Phases	
Projected total Equivalent Units[3]	747.59
% of total units	83.89%
Proportionate Share of Costs	$9,393,476

[1]See Table V-A. Represents the Budgeted Costs of the Major Improvements originally allocated to the Phases #2-7 Major Improvement Area.
[2]See Table F-12 in Appendix F. Represents the revised Equivalent Unit calculations based on the revised Equivalent Unit factors.
[3]Represents the remaining Equivalent Units within the Phases #2-7 Major Improvement Area (i.e. 891.19 – 143.60 = 747.59) using the revised Equivalent Unit calculations and revised Equivalent Unit factors.

D. ASSESSMENT METHODOLOGY

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

1. Assessment Methodology for Major Improvement Area Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phases #2-7 Major Improvement Area Projects financed with the Phases #2-7 Major Improvement Area Bonds shall be allocated to the Phases #2-7 Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels within the Phases #2-7 Major Improvement Area based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phases #2-7 Major Improvement Area Projects, as set forth in Table III-A, the City Council has determined that the benefit to the Phases #2-7 Major Improvement

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Area Assessed Property of the Phases #2-7 Major Improvement Area Projects is at least equal to the Assessments levied on the Phases #2-7 Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Phases #2-7 Major Improvement Area Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for the Phase #1 Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects financed with the Phase #1 Bonds shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels within Phase #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #1, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for the Phase #2 Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements financed under the Reimbursement Agreement shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels within Phase #2 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

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Based on the Budgeted Costs of the Phase #2 Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Phase #2 Assessed Property of the Phase #2 Improvements is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #2, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

4. Assessment Methodology for Future Phases

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase is to be issued and/or an obligation is incurred under the Reimbursement Agreement for Future Phase Improvements benefitting such Future Phase, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within such Future Phase.

E. ASSESSMENTS

The Assessments will be levied on each Parcel within the Phases #2-7 Major Improvement Area. Phase #1, and Phase #2 according to the Assessment Rolls, attached hereto as Appendix G, Appendix H, and Appendix I, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per Equivalent Unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. PREPAYMENT AND DELINQUENCY RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the Phase #1 Bonds and Phases #2-7 Major Improvement Area Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Phase #1 Bonds and Phases #2-7 Major Improvement Area Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Prepayment and Delinquency Reserve shall be funded until it reaches 5.50% of the outstanding Phase #1 Bonds and Phases #2-7 Major Improvement Area Bonds, respectively, unless otherwise stipulated in the related Bond documents. Once the Prepayment and Delinquency Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

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Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-7 MAJOR IMPROVEMENT AREA

The Assessment and Annual Installments for each Assessed Property located within the Phases #2-7 Major Improvement Area are shown on the Phases #2-7 Major Improvement Area Assessment Roll attached as Appendix G and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments related to Phases #2-7 shall be collected in an amount sufficient to pay (i) principal and interest on the Phases #2-7 Major Improvement Area Bonds, (ii) the Additional Interest to fund the Prepayment and Delinquency Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel within Phases #2-7 shall be calculated by taking into consideration any available capitalized interest and other available funds.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments related to Phase #1 shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Bonds, (ii) the Additional Interest to fund the Prepayment and Delinquency Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel within Phase #1 shall be calculated by taking into consideration any available capitalized interest and other available funds.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments related to Phase #2 shall be collected in an amount sufficient to pay (i) principal and interest on the obligation under the Reimbursement Agreement allocable to Phase #2, and (ii) to pay Administrative Expenses related to the PID.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

D. Amount of Assessments and Annual Installments for Parcels Located Within Future Phases

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an appendix will be added as the Assessment Roll for phase #3, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

E. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels existing prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

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F. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per unit on a Parcel exceeds the Phase #1 Maximum Assessment per unit or Phase #2 Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the applicable Maximum Assessment per unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

G. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or obligation under the Reimbursement Agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or obligation under the Reimbursement Agreement, resulting in excess Bond proceeds or Assessment Revenues being available to redeem Bonds of such series and/or a need to reduce the obligation under the Reimbursement Agreement, as the case may be, then the Assessment securing such series of Bonds and/or obligation under the Reimbursement Agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds or Assessment Revenues shall applied to redeem Bonds of such series as provided in the Indenture or to reduce the obligation under the Reimbursement Agreement, as applicable. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under the Reimbursement Agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay obligations under the Reimbursement Agreement and/or to repay the Bonds, including interest on the Bonds and

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under the Reimbursement Agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under the Reimbursement Agreement is equal to the outstanding principal amounts of the Bonds and/or the amounts outstanding under the Reimbursement Agreement.

H. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include interest through the date of the prepayment and applicable Prepayment Costs.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture and/or the Reimbursement Agreement, as applicable; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus interest through the date of prepayment and applicable Prepayment Costs may be paid in part. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest to fund the Prepayment Reserve and Delinquency Reserve.

Phases #2-7 Major Improvement Area

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Each Assessment for the Phases #2-7 Major Improvement Area Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phases #2-7 Major Improvement Area Bonds. The Phases #2-7 Major Improvement Area Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048), and additional interest at the rate of 0.5% for Administrative Expenses or the Additional Interest to fund the Prepayment and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Phases #2-7 Major Improvement Area Assessment Roll is shown as Appendix G.

Phase #1

Each Assessment for the Phase #1 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phase #1 Bonds. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047), and the Additional Interest at the rate of 0.5% to fund Prepayment and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix H.

Phase #2

Each Assessment for the Phase #2 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the obligation under the Reimbursement Agreement related to the Phase #2 Improvements. Interest on the obligation under the Reimbursement Agreement related to the Phase #2 Improvements shall be paid based on an estimated interest rate of 5.76% per annum for years 1 through 5 and 5.76% per annum following the fifth Annual Installment. The interest on the obligation under the Reimbursement Agreement related to the Phase #2 Improvements shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #2 Assessed Property was ___%**.** The City has determined that the obligation under the Reimbursement Agreement related to the Phase #2 Improvements shall bear interest at the interest rate of 5.76% per annum for years 1 through 5 and 5.76% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 5.76% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.76%. Furthermore, the Annual Installments of the Assessments levied against Phase #2 Assessed Property may not exceed the amounts shown on the Phase #2 Assessment Roll. The Phase #2 Assessment Roll will be updated with the actual interest rates on the obligation under the Reimbursement

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Agreement related to the Phase #2 Improvements at the time of levy of Assessments against the Phase #2 Assessed Property, as shown as Appendix I.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and/or the obligation due under the Reimbursement Agreement related to the Phase #2 Improvements and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds and/or the obligation due under the Reimbursement Agreement related to the Phase #2 Improvements in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

I. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Phases #2-7 Major Improvement Area

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phases #2-7 Major Improvement Area Bonds commenced with the issuance of the Phases #2-7 Major Improvement Area Bonds.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Phase #1

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phase #1 Bonds commenced with the issuance of the Phase #1 Bonds.

Phase #2

The collection of the first Annual Installment for a Lot or Parcel of Phase #2 Assessed Property shall commence upon the earlier of: (i) September 1, 2023, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #2 Improvements, such that upon the issuance of Bonds all Assessments in Phase #2 shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #2 Assessed Property, such that all Assessments in the Phase #2 begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Lot or Parcel of Phase #2 Assessed Property for which collection has begun, shall be due by January 31st of the following calendar year.

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Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

VII. THE ASSESSMENT ROLL

A. PHASES #2-7 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Each Parcel within Phases #2-7 Major Improvement Area has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Phases #2-7 Major Improvement Area.

Phases #2-7 Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phases #2-7 Major Improvement Area Projects. Table VII-A summarizes the $14,028,092 in special benefit received by the Phases #2-7 Major Improvement Area Projects, the pro rata costs of the PID formation, and bond issuance costs for the Phases #2-7 Major Improvement Area Bonds. The amount of Phases #2-7 Major Improvement Area Bonds is $13,795,000, which is less than the benefit received by Phases #2-7 Major Improvement Area Assessed Property for the Phases #2-7 Major Improvement Area Projects, and as such the total Assessment for all Assessed Property within Phases #2-7 Major Improvement Area for the Phases #2-7 Major Improvement Area Projects is $13,795,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within the Phases #2-7 Major Improvement Area is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2-7 Major Improvement Area Assessment Roll is attached hereto as Appendix G.

Table VII-A
Phases #2-7 Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Total Phases #2-7 Major Improvement Area Projects[1]	$11,197,812
Estimated PID Formation/Bond Costs of Issuance:	
Capitalized interest	$755,430
Debt service reserve fund	$1,014,000
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$1,025,850
Subtotal Estimated Bond Issuance Costs	*$2,830,280*
Total Special Benefit	**$14,028,092**
Special Benefit:	
Total Special Benefit	$14,028,092
Projected Assessment	$13,795,000
Excess Benefit	**$233,092**

[1]See Table III-A for details.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

B. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #1 Projects. Table VII-B summarizes the $9,906,947 in special benefit received by Phase #1 Assessed Property from the Phase #1 Projects, the pro rata costs of the PID formation, and bond issuance costs for the Phase #1 Bonds. The total amount of Phase #1 Bonds is $9,555,000, which is less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is $9,555,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Total Phase #1 Projects[1]	$7,985,381
Estimated PID Formation/Bond Costs of Issuance:	
Capitalized interest	$486,053
Debt service reserve fund	$678,863
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$721,650
Subtotal Estimated Bond Issuance Costs	*$1,921,566*
Total Special Benefit	**$9,906,947**
Special Benefit:	
Total Special Benefit	$9,906,947
Projected Assessment	$9,555,000
Excess Benefit	**$351,947**

[1]See Table III-B for details.

C. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements. Table VII-C summarizes the $5,938,154 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements. The total amount of obligation under the Reimbursement Agreement related to the Phase #2 Improvements is $5,938,154, which is equal to the benefit received by Phase #2 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #2 is $5,938,154 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix I.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table VII-C
Phase #2
Special Benefit Summary

Special Benefit	Total Cost
Total Phase #2 Improvements[1]	$5,938,154
Total Special Benefit	**$5,938,154**
Special Benefit:	
Total Special Benefit	$5,938,154
Projected Assessment	$5,938,154
Excess Benefit	**$0**

[1]See Table III-C for details.

D. Future Phases Assessment Rolls

Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Phases (e.g., an appendix will be added as the Assessment Roll for phase #3, etc.).

E. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-7 Major Improvement Area Assessment Roll, Phase #1 Assessment Roll, and Phase #2 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F of this Service and Assessment Plan.

Upon the future issuance of Bonds, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the applicable Trust Indenture, such determination shall be conclusive.

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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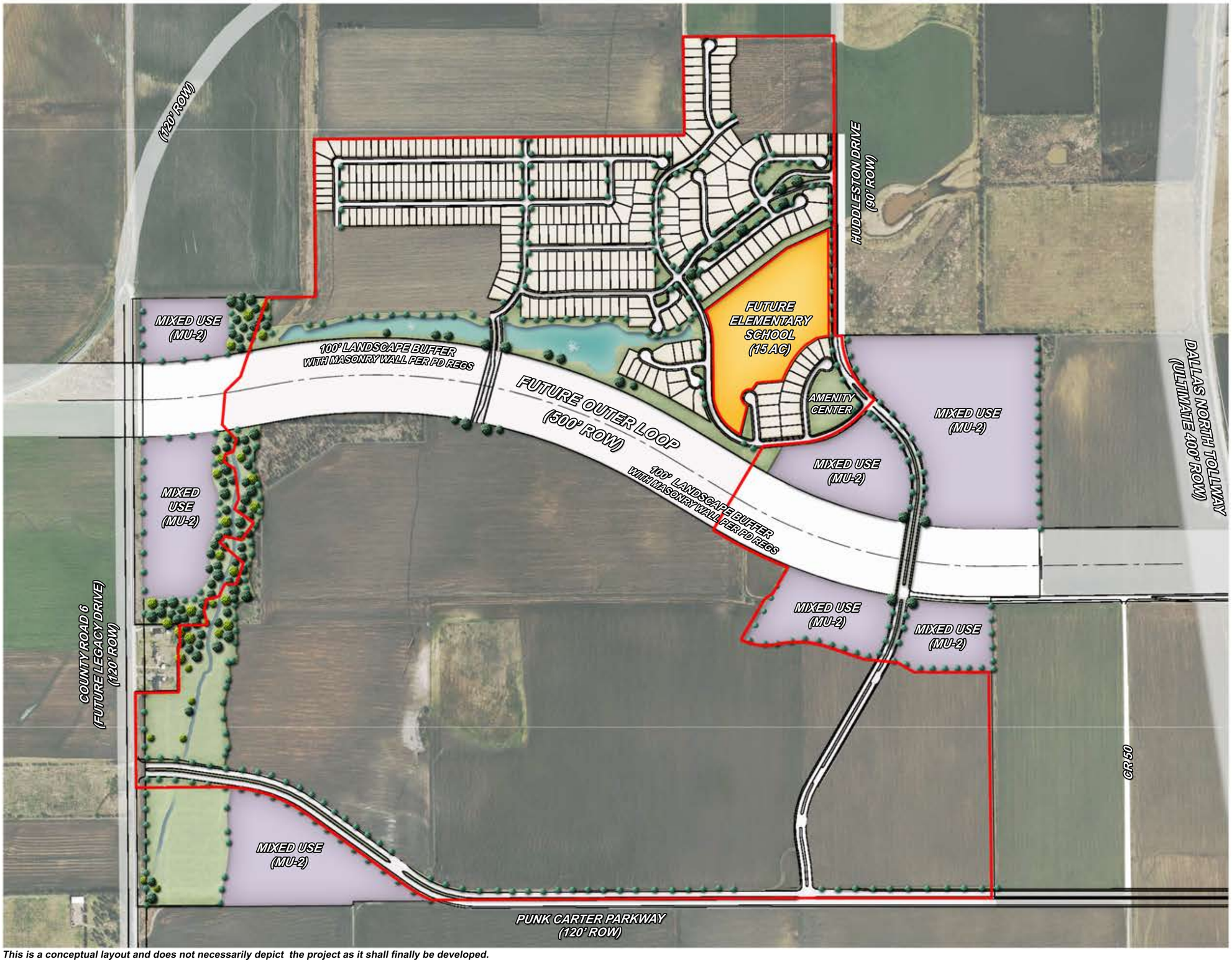
Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

APPENDIX A
PID MAP

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)



PID BOUNDARY

Phase One

CONCEPT PLAN

CELINA TEXAS
CAMBRIDGE CROSSING

Cambridge
8750 N. Central Expressway
Ste. 1735
Dallas, TX 75231

ENGINEER/PLANNER
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
Phone 972/931-0694 Fax 972/931-9538

This is a conceptual layout and does not necessarily depict the project as it shall finally be developed.

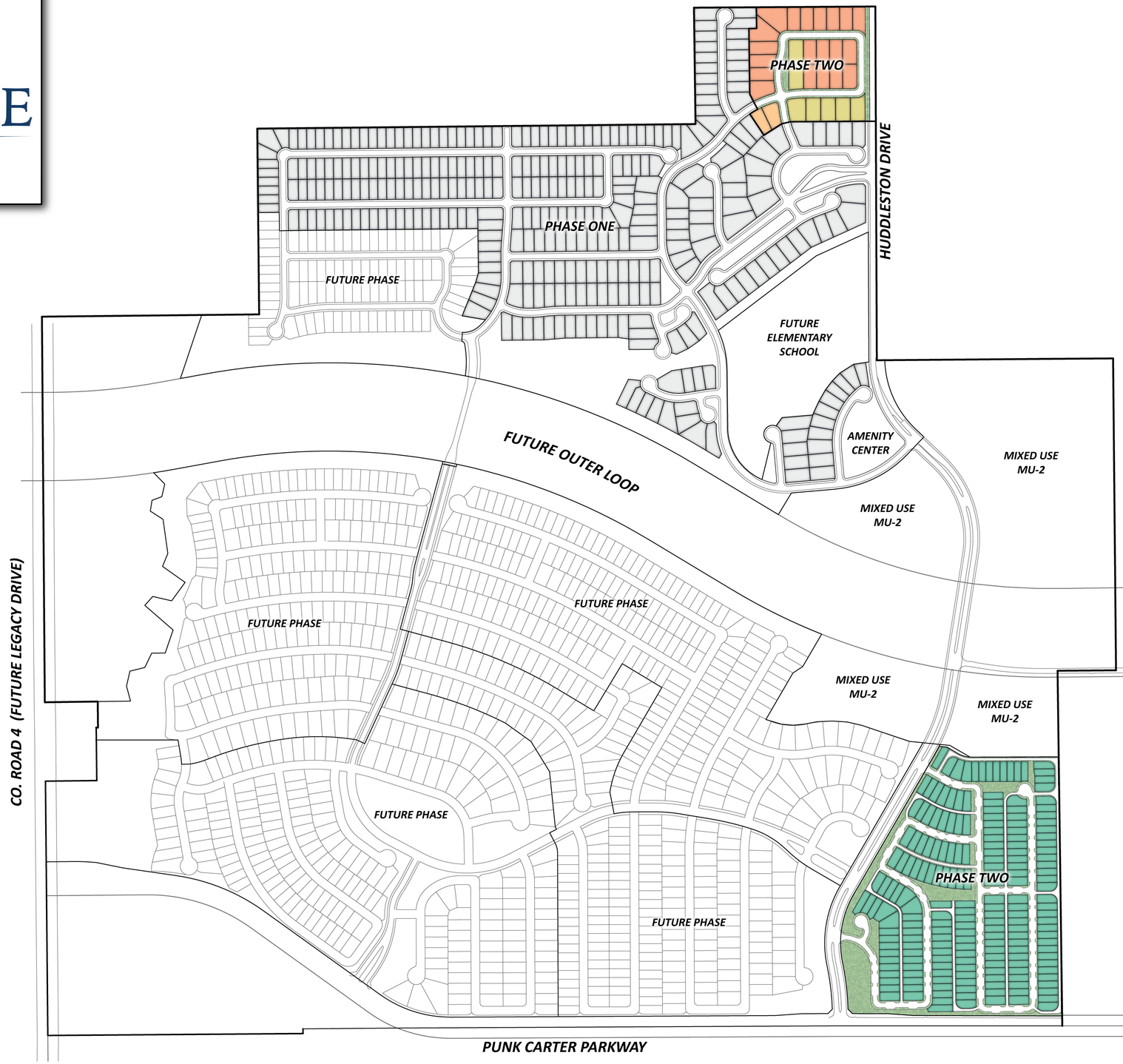
Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Job #14037

Exhibit Prepared 2018-06-21

CAMBRIDGE CROSSING

Phase Two



LAND USE LEGEND

40' x 115' Lot *30' x 100' Pad*	-	198 Lots
60' x 130' Lot *50' x 80' Pad*	-	2 Lots
74' x 140' Lot *60' x 85' Pad*	-	20 Lots
84' x 140' Lot *70' x 85' Pad*	-	7 Lots
Total Lots	**-**	**227 Lots**

N

Cambridge

DOWDEY, ANDERSON & ASSOCIATES, INC.

Celina, Texas | 12-2-2020 | 14037

This layout is for conceptual purposes only, based on preliminary information. It is subject to change without notice and also subject to governmental approvals. Image is shown at a scale of **1" = 300'** when printed at 24 x 36.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

CAMBRIDGE CROSSING PID ~ PHASE ONE COSTS

City of Celina, Collin County, Texas

Construction Plan Set: 04-18-2018

Total Lots: ***330*** *Total Acres:* ***107.675***

Prepared: ***06/06/18*** *Revised:* _

Opinion of Probable Cost Summary

SUMMARY	TOTAL
MAJOR IMPROVEMENTS	
WATER ~ MAJOR IMPROVEMENTS	1,020,500.00
SANITARY SEWER ~ MAJOR IMPROVEMENTS	1,422,020.00
DRAINAGE ~ MAJOR IMPROVEMENTS	1,047,000.00
ROADWAY ~ MAJOR IMPROVEMENTS	7,252,339.00
CITY, PROFESSIONAL & MISC. FEES ~ MAJOR	364,333.00
TOTAL ~ MAJOR IMPROVEMENTS	11,106,192.00
DIRECT IMPROVEMENTS	
WATER ~ DIRECT	1,097,000.00
SANITARY SEWER ~ DIRECT	1,003,000.00
ROADWAYS ~ DIRECT	2,543,000.00
CITY, PROFESSIONAL & MISC. FEES ~ DIRECT	194,000.00
TOTAL ~ DIRECT IMPROVEMENTS	4,837,000.00
GRAND TOTAL	15,943,192.00

GENERAL NOTES:

- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2015, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- CORPS/WETLANDS MITIGATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION FOR PERIMETER ROADS
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

CAMBRIDGE CROSSING PHASE TWO - DIRECT & MI SUMMARY

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE TWO	46.878	227	$7,258,831	$31,977	$154,845
CATEGORY TOTALS	**46.878**	**227**	**$7,258,831**	**$31,977**	**$154,845**

GENERAL NOTES:

- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN THE PAST COUPLE YEARS, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO T VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ECT
- CONSTRUCTION MANAGEMENT
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$69,863	$308	$1,490
EXCAVATION (DIRECT)	$190,556	$839	$4,065
EXCAVATION (MAJOR IMPROVEMENT)	$29,329	$129	$625.64
RETAINING WALL (MAJOR IMPROVEMENTS)	$272,422	$1,200.10	$5,811.30
WATER (DIRECT)	$806,538	$3,553	$17,205
SANITARY SEWER (DIRECT)	$543,344	$2,394	$11,591
SANITARY SEWER (MAJOR IMPROVEMENT)	$207,112	$912.39	$4,418.11
STORM SEWER (DIRECT)	$1,261,460	$5,557	$26,909
STORM SEWER (MAJOR IMPROVEMENT	$32,644	$143.80	$696.35
PAVING (DIRECT)	$2,723,974	$12,000	$58,108
PAVING (MAJOR IMPROVEMENTS)	**$ 779,170**	**$ 3,432.47**	**$ 16,621.24**
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$342,420	$1,508	$7,304
GRAND TOTAL	**$7,258,831**	**$31,977**	**$154,845**

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	3550	$ 5,325
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	12400	$ 15,500
INLET PROTECTION	$ 500.00	EA	41	$ 20,500
DISK & SEED	$ 325.00	ACRE	27	$ 8,775
ENGINEERING, PLATTING & STAKING (10%)				$ 6,210
MISCELLANEOUS ITEMS (2.5%)				$ 1,553
TOTAL				**$ 69,863**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,080.00	ACRE	14.5	$ 15,660
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	1	$ 2,000
LOT EXCAVATION (NORTH)	$ 2.37	C.Y.	2,648	$ 6,275
LOT EXCAVATION (SOUTH)	$ 2.47	C.Y.	8,955	$ 22,118
IMPORT	$ 8.15	C.Y.	1466	$ 11,952.00
HAUL EXCESS AND PLACE	$ 8.95	C.Y.	4064	$ 36,378.00
MOISTURE CONDITION STREETS	$ 75,000.00	LS.	1	$ 75,000
ENGINEERING, PLATTING & STAKING (10%)				$ 16,938
MISCELLANEOUS ITEMS (2.5%)				$ 4,235
TOTAL				**$ 190,556**

EXCAVATION (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,080.00	ACRE	1.0	$ 1,080
POND EXCAVATION	$ 2.37	C.Y.	11000	$ 26,070
ENGINEERING, PLATTING & STAKING (10%)				$ 2,607
MISCELLANEOUS ITEMS (2.5%)				$ 652
TOTAL				**$ 29,329**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND WALL	$ 242,153.00	LS.	1	$ 242,153.00
ENGINEERING, PLATTING & STAKING (10%)				$ 24,215.30
MISCELLANEOUS ITEMS (2.5%)				$ 6,053.83
TOTAL				**$ 272,422.13**

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 34.78	L.F.	7859	$ 273,336
6" GATE VALVE & BOX	$ 910.00	EA.	17	$ 15,470
8" GATE VALVE & BOX	$ 1,365.00	EA.	28	$ 38,220
REMOVE, LOWER & REPLACE 18" PVC DR 18	$ 425.00	L.F.	20	$ 8,500
FIRE HYDRANT W/ 6" LEAD	$ 4,050.00	EA.	17	$ 68,850
18"X8" CUT IN TEE	$ 11,550.00	EA.	5	$ 57,750
18" CUT IN BUTTERFLY VALVE	$ 10,400.00	EA.	2	$ 20,800
TEMPORARY POST HYDRANT	$ 2,900.00	EA.	1	$ 2,900
RELOCATE EX. FIRE HYDRANT	$ 1,500.00	EA.	1	$ 1,500
1" SINGLE WATER SERVICE	$ 801.00	EA.	226	$ 181,026
CONNECT TO EXISTING	$ 450.00	EA.	7	$ 3,150
MISCELLANEOUS FITTINGS	$ 5,450.00	TON	7	$ 35,425
TRACER WIRE TEST STATIONS	$ 215.00	EA.	30	$ 6,450
TESTING & CHLORINATION	$ 0.45	L.F.	7879	$ 3,546
ENGINEERING, PLATTING & STAKING (10%)				$ 71,692
MISCELLANEOUS ITEMS (2.5%)				$ 17,923
TOTAL				**$ 806,538**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 29.25	L.F.	5985	$ 175,061
4' DIAMETER MANHOLE	$ 4,815.00	EA.	22	$ 105,930
4' DIAMETER MANHOLE ON EXISTING	$ 6,250.00	EA.	1	$ 6,250
MANHOLE I & I BARRIER	$ 345.00	EA.	23	$ 7,935
ADJUST EXISTING MH RIM ELEVATION	$ 800.00	EA.	1	
4" SERVICE LINES	$ 753.00	EA.	225	$ 169,425
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 67.75	L.F.	160	$ 10,840
END AND PLUG	$ 50.00	EA.	1	$ 50
TRENCH SAFETY	$ 0.10	L.F.	5985	$ 599
TESTING & T.V. INSPECTION	$ 1.15	L.F.	5985	$ 6,883
ENGINEERING, PLATTING & STAKING (10%)				$ 48,297
MISCELLANEOUS ITEMS (2.5%)				$ 12,074
TOTAL				**$ 543,344**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
10" P.V.C. PIPE (SDR-35)	$ 37.95	L.F.	776	$ 29,449
8" P.V.C. PIPE (SDR-35)	$ 29.25	L.F.	1971	$ 57,652
4' DIAMETER MANHOLE	$ 4,815.00	EA.	7	$ 33,705
MANHOLE I & I BARRIER	$ 345.00	EA.	7	$ 2,415
CONNECT TO EXISTING	$ 1,815.00	EA.	1	$ 1,815
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 67.75	L.F.	80	$ 5,420
14" STEEL ENCASEMENT BY BORE	$ 380.00	L.F.	132	$ 50,160
END AND PLUG	$ 50.00	EA.	1	$ 50
TRENCH SAFETY	$ 0.10	L.F.	2747	$ 275
TESTING & T.V. INSPECTION	$ 1.15	L.F.	2747	$ 3,159
ENGINEERING, PLATTING & STAKING (10%)				$ 18,410
MISCELLANEOUS ITEMS (2.5%)				$ 4,602
TOTAL				**$ 207,112**

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 56.50	L.F.	1574	$ 88,931
18" R.C.P. (RUBBER GASKET)	$ 65.00	L.F.	414	$ 26,910
21" R.C.P.	$ 62.00	L.F.	703	$ 43,586
21" R.C.P. (RUBBER GASKET)	$ 72.50	L.F.	10	$ 725
24" R.C.P.	$ 71.50	L.F.	337	$ 24,096
27" R.C.P. (RUBBER GASKET)	$ 89.00	L.F.	179	$ 15,931
30" R.C.P.	$ 89.00	L.F.	550	$ 48,950
30" R.C.P. (RUBBER GASKET)	$ 98.00	L.F.	230	$ 22,540
36" R.C.P.	$ 116.00	L.F.	208	$ 24,128
36" R.C.P. (RUBBER GASKET)	$ 137.50	L.F.	385	$ 52,938
42" R.C.P.	$ 151.00	L.F.	275	$ 41,525
48" R.C.P.	$ 179.00	L.F.	106	$ 18,974
48" R.C.P. (RUBBER GASKET)	$ 201.00	L.F.	580	$ 116,580
7' X 4' R.C.B (RUBBER GASKET)	$ 466.00	L.F.	691	$ 322,006
10' INLET	$ 4,200.00	EA.	32	$ 134,400
15' INLET	$ 5,000.00	EA.	2	$ 10,000
2-GRATE COMBO INLET	$ 5,475.00	EA.	7	$ 38,325
7' X 4' SWO HEADWALL	$ 7,700.00	EA.	1	$ 7,700
4'X4' STORM SEWER MANHOLE	$ 5,700.00	EA.	5	$ 28,500
5'X5' STORM SEWER MANHOLE	$ 6,950.00	EA.	2	$ 13,900
9' X 4' JUNCTION BOX (15' DEEP)	$ 16,350.00	EA.	1	$ 16,350
9' X 6' JUNCTION BOX	$ 13,950.00	EA.	1	$ 13,950
CONNECT TO EXISTING STORM LINE	$ 575.00	EA.	1	$ 575
TRENCH SAFETY	$ 0.10	L.F.	6242	$ 624
TV INSPECTION	$ 1.50	L.F.	6242	$ 9,363
ENGINEERING, PLATTING & STAKING (10%)				$ 112,151
MISCELLANEOUS ITEMS (2.5%)				$ 27,804
TOTAL				**$ 1,261,460**

STORM SEWER (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 56.50	L.F.	516	$ 29,154
18" R.C.P. (RUBBER GASKET)	$ 65.00	L.F.	207	$ 13,455
21" R.C.P.	$ 62.00	L.F.	11	$ 682
30" R.C.P.	$ 89.00	L.F.	115	$ 10,235
33" R.C.P.	$ 102.00	L.F.	106	$ 10,812
10' RECESSED INLET	$ 4,350.00	EA.	7	$ 30,450
4'x4' DROP INLET	$ 3,350.00	EA.	1	$ 3,350
4'X4' STORM SEWER MANHOLE	$ 5,700.00	EA.	1	$ 5,700
5'X5' STORM SEWER MANHOLE	$ 6,950.00	EA.	1	$ 6,950
DETENTION POND OUTLET STRUCTURE	$ 10,375.00	EA.	2	$ 20,750
CONNECT TO EXISTING STORM LINE	$ 575.00	EA.	9	$ 5,175
END AND PLUG 18" RCP	$ 50.00	EA.	2	$ 100
REMOVE EXISTING DROP INLET	$ 450.00	EA.	3	$ 1,350
REMOVE EXISTING CURB INLET	$ 500.00	EA.	1	$ 500
TRENCH SAFETY	$ 0.10	L.F.	955	$ 96
TV INSPECTION	$ 1.50	L.F.	955	$ 1,433
ENGINEERING, PLATTING & STAKING (10%)				$ 2,593
MISCELLANEOUS ITEMS (2.5%)				$ 648
TOTAL				**$ 32,644**

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" REINF. CONCRETE STREET PAVEMENT (25')	$ 42.85	S.Y.	21,136	$ 905,678
6" REINF. CONCRETE STREET PAVEMENT (29')	$ 42.85	S.Y.	6,019	$ 257,914
6" REINF. CONCRETE ALLEY (12')	$ 55.80	S.Y.	9,982	$ 556,996
6" LIME TREATED SUBGRADE	$ 3.55	S.Y.	40,469	$ 143,665
HYDRATED LIME (36 LBS/SY)	$ 170.00	TON	612	$ 104,040
5' SIDEWALK	$ 6.15	S.F.	58,385	$ 359,068
BARRIER FREE RAMPS	$ 2,000.00	EA.	23	$ 46,000
DETECTABLE WARNING AT ALLEY	$ 1,000.00	EA.	29	$ 29,000
STREET NAME BLADE (BRANDON INDUSTRIES)	$ 275.00	EA.	40	$ 11,000
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,325.00	EA.	6	$ 7,950
ENGINEERING, PLATTING & STAKING (10%)				$ 242,131
MISCELLANEOUS ITEMS (2.5%)				$ 60,533
TOTAL				**$ 2,723,974**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
9" REINF. CONCRETE STREET PAVEMENT	$ 55.30	SY.	9055	$ 500,742
8" LIME TREATED SUBGRADE	$ 5.50	SY.	9717	$ 53,444
HYDRATED LIME	$ 170.00	TN.	175	$ 29,750
LAYDOWN MEDIAN NOSE WITH STAMPED CONCRETE	$ 40.00	SY.	171	$ 6,840
CONCRETE STREET HEADER	$ 20.00	LF.	28	$ 560
ROAD BARRICADE	$ 35.00	L.F.	36	$ 1,260.00
CONNECT TO EXISTING	$ 800.00	EA.	1	$ 800
SIDEWALK	$ 6.15	SF.	7600	$ 46,740
BARRIER FREE RAMPS	$ 2,000.00	EA.	5	$ 10,000
STREET NAME BLADES (BRANDON INDUSTRIES)	$ 275.00	EA.	4	$ 1,100
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,325.00	EA.	2	$ 2,650
SAWCUT AND DISPOSE OF CONCRETE CURB & GUTTER	$ 25.00	LF.	1013	$ 25,325
REMOVE EXISTING CONCRETE PAVEMEMT	$ 12.00	SY.	508	$ 6,096
TAFFIC CONTROL	$ 8,000.00	LS.	1	$ 8,000
ENGINEERING, PLATTING & STAKING (10%)				$ 68,531
MISCELLANEOUS ITEMS (2.5%)				$ 17,333
TOTAL				**$ 779,170**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,500.00	L.S.	1	$ 1,500
ENGINEERING REVIEW FEE	$ 10,000.00	L.S.	1	$ 10,000
INSPECTION FEE (4%)	$ 254,169.69	L.S.	1	$ 254,170
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000
MATERIAL TESTING	$ 250.00	LOT.	227	$ 56,750
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000
TOTAL				**$ 342,420**

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

CAMBRIDGE CROSSING PHASE TWO INDIRECT SUMMARY

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE TWO	46.878	**227**	$2,303,000	$10,145	$49,128
TOTAL	**46.878**	**227**	**$2,303,000**	**$10,145**	**$49,128**

NOTES:

1) COSTS EXCLUDE ALL FEES AND COSTS ASSOCIATED WITH ROADWAY AND PUBLIC UTILITY IMPROVEMENTS.
2) ASSUMES MOISTURE CONDITIONING. A GEOTECHNICAL REPORT IS NEEDED TO DETERMINE REQUIREMENTS.
3) DEVELOPER TO CONFIRM LANDSCAPE, SCREENING WALL, ENTRY MONUMENTATION COSTS WITH APPROPRIATE CONSULTANT

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

CAMBRIDGE CROSSING PHASE TWO - INDIRECT DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE/POST EROSION CONTROL	$ 400.00	LOT	227	$ 90,800.00
MISCELLANEOUS ITEMS (5%)				$ 5,200.00
TOTAL				**$ 96,000.00**

EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,080.00	AC.	31.4	$ 33,889.00
LOT EXCAVATION (NORTH)	$ 2.37	C.Y.	5,730	$ 13,580.00
LOT EXCAVATION (SOUTH)	$ 2.47	C.Y.	19,378	$ 47,864.00
IMPORT	$ 8.15	C.Y.	3174	$ 25,865.00
HAUL EXCESS AND PLACE	$ 8.95	C.Y.	8796	$ 78,720.00
MOISTURE CONDITION PADS	$539,195.00	LS.	1	$ 539,195.00
INSTALL POLY ON LOTS (ZONE 2 NORTH)	$ 760.00	LOT	10	$ 7,600.00
INSTALL POLY ON LOTS (ZONE 2 SOUTH)	$ 440.00	LOT	174	$ 76,560.00
INSTALL POLY ON LOTS (ZONE 3 SOUTH)	$ 520.00	LOT	4	$ 2,080.00
INITIAL LOT BENCHING (NORTH)	$ 260.00	LOT	29	$ 7,540.00
INITIAL LOT BENCHING (SOUTH)	$ 140.00	LOT	198	$ 27,720.00
FINAL LOT BENCHING (NORTH)	$ 260.00	LOT	29	$ 7,540.00
FINAL LOT BENCHING (SOUTH)	$ 140.00	LOT	198	$ 27,720.00
MISCELLANEOUS ITEMS (5%)				$ 45,127.00
TOTAL				**$ 941,000.00**

RETAINING WALL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
LOT WALLS	$ 44,956.00	LS.	1	$ 44,956.00
MISCELLANEOUS ITEMS (5%)				$ 3,044.00
TOTAL				**$ 48,000.00**

AMENITY IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

MISCELLANEOUS ON-SITE IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
ELECTRIC & GAS SERVICE (INCLUDES STREET LIGHT	$ 2,920.00	LOT	227	$ 662,840.00
FRANCHISE UTILITY SLEEVES	$ 10.00	L.F.	600	$ 6,000.00
MISCELLANEOUS ITEMS (5%)				$ 34,160.00
TOTAL				**$ 703,000.00**

MISCELLANEOUS FEES	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
ENGINEERING	$ 61,165.00	%	1	$ 61,165.00
STAKING	$ 32,935.00	%	1	$ 32,935.00
FINAL GEO-TECH REPORT	$ 350.00	LOT	227	$ 79,450.00
PARK FEE	$ 1,500.00	LOT	227	$ 340,500.00
TOTAL				**$ 515,000.00**

GRAND TOTAL	$ 2,303,000.00

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

APPENDIX C
PHASE #2 LEGAL DESCRIPTION

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Phase #2

LEGAL DESCRIPTION
46.878 ACRES

TRACT ONE

BEING a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, City of Celina, Collin County, Texas, and being part of that tract of land described as Tract 1, as conveyed in Deed to Tollway/Outer Loop, L.P., according to the document of record filed in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow cap stamped "DAA" found in the north line of Punk Carter, a variable width right-of-way, and the common southeast corner of said Tract 1, and the southwest corner of that tract of land conveyed in Deed to Celina Station LP, and Paramount Soft LP, according to the document of record filed in Document Number 20201216002261440, Official Public Records, Collin County, Texas;

THENCE With said north line, the following courses and distances:

N 89° 59' 51" W, a distance of 836.68 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

N 86° 11' 01" W, a distance of 150.33 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

N 89° 59' 51" W, a distance of 200.00 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the south end of a corner clip;

THENCE N 45° 38' 00" W, with said corner clip, a distance of 35.75 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the north end of said corner clip, said being in the east line of Huddleston Drive, a 90' right-of-way, at the beginning of a curve to the left having a central angle of 10° 07' 55", a radius of 1,495.00 feet and a chord bearing and distance of N 06° 48' 51" W, 264.02 feet;

THENCE With the east line of Huddleston Drive, a 90' right-of-way, the following courses and distances:

With said curve to the left, an arc distance of 264.37 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the beginning of a curve to the right having a central angle of 41° 55' 46", a radius of 547.00 feet and a chord bearing and distance of N 09° 05' 04" E, 391.42 feet;

With said curve to the right, an arc distance of 400.30 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

N 30° 02' 57" E, a distance of 918.01 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the beginning of a curve to the left having a central angle of 03° 31' 19", a radius of 1,045.00 feet and a chord bearing and distance of N 28° 17' 18" E, 64.23 feet;

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

With said curve to the left, an arc distance of 64.24 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found in said east line, for the common northwest corner of the above mentioned Tollway/Outer Loop, L.P. tract, and the southwest corner of that tract of land described as Commercial Parcel 7, conveyed in Deed to Tollway/Outer Loop Commercial, L.P., according to the document of record filed in Document Number 20180524000635960, Official Public Records, Collin County, Texas;

THENCE Leaving the east line of Huddleston Drive, a 90’ right-of-way, and with the north line of said Tract 1, the following courses and distances:

S 84° 13' 10" E, a distance of 55.87 feet to a 1/2" iron rod set;

S 59° 57' 03" E, a distance of 132.42 feet to a 1/2" iron rod set;

N 89° 46' 31" E, a distance of 502.08 feet to a 1/2" iron rod set in the west line of the above mentioned Celina Station LP, and Paramount Soft LP tract, for the common northeast corner of said Tract 1, and the southeast corner of said Commercial Parcel 7;

THENCE S 00° 45' 23" E, with said west line, a distance of 1,465.06 feet to the **POINT OF BEGINNING**, and containing 36.245 acres of land, more or less.

TRACT TWO

BEING a tract of land situated in the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, City of Celina, Collin County, Texas, and being part of that tract of land described as Tract 2, as conveyed in Deed to Tollway/Outer Loop, L.P., according to the document of record filed in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being part of that tract of land described as Right-Of-Way #1 as conveyed in Street Right-Of-Way Deed to City of Celina, Texas, according to the document of record filed in Document Number 20180830001092870, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow cap stamped “DAA” found in the south line of that tract of land described as Tract V as conveyed in Deed to G Bar 7, LTD., according to the document of record filed in Volume 5850, Page 999, Official Public Records, Collin County, Texas, for the northeast corner of Lot 1, Block K, CAMBRIDGE CROSSING PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Document Number 20200212010000590, Official Public Records, Collin County, Texas;

THENCE N 89° 38' 12" E, with the south line of said Tract V, a distance of 674.42 feet to a 1/2" iron rod found in the west line of that tract of land conveyed in Deed to Stiles Family Limited Partnership, according to the document of record filed in Document Number 97-0009838, Official Public Records, Collin County, Texas, for the common northeast corner of said Right-Of-Way #1 and the southeast corner of said Tract V;

THENCE S 00° 14' 13" E, with a common east line of said Right-Of-Way #1 and the west line of said Stiles

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Family Limited Partnership tract, a distance of 650.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the most easterly northeast corner of said Addition;

THENCE S 89° 38' 12" W, with the north line of Block J of said Addition, a distance of 484.27 feet to a 1/2" iron rod with a yellow cap stamped “DAA” found for the northwest corner of Lot 1, Block J, of said Addition;

THENCE S 76° 41' 02" W, a distance of 50.02 feet to a 1/2" iron rod with a yellow cap stamped “DAA” found for the northwest corner of Lot 23, Block I, of said Addition;

THENCE S 57° 34' 12" W, with the north line of said Lot 23, a distance of 120.17 feet to a 1/2" iron rod with a yellow cap stamped “DAA” found for the most easterly southeast corner of Lot 26, Block I, of said Addition;

THENCE N 33° 37' 42" W, leaving the north line of said Lot 23 and with the east line of said Lot 26, a distance of 144.26 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found in the south line of Coventry Drive, a 50’ right-of-way, for the north corner of said Lot 26, said being at the beginning of a non-tangent curve to the right, having a central angle of 05° 45' 28", a radius of 515.00 feet and a chord bearing and distance of N 59° 15' 02" E, 51.73 feet;

THENCE With the south line of said Coventry Drive and said curve to the right, an arc distance of 51.75 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

THENCE N 27° 52' 14" W, a distance of 50.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of Lot 9, Block K of said Addition;

THENCE N 27° 02' 29" W, with the east line of said Lot 9, a distance of 46.67 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for an interior ell corner of said Lot 9;

THENCE N 00° 45' 41" W, with the east line of Block K of said Addition, a distance of 371.95 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found in the south line of Lot 2, Block K of said Addition, for the northeast corner of Lot 3, Block K of said Addition;

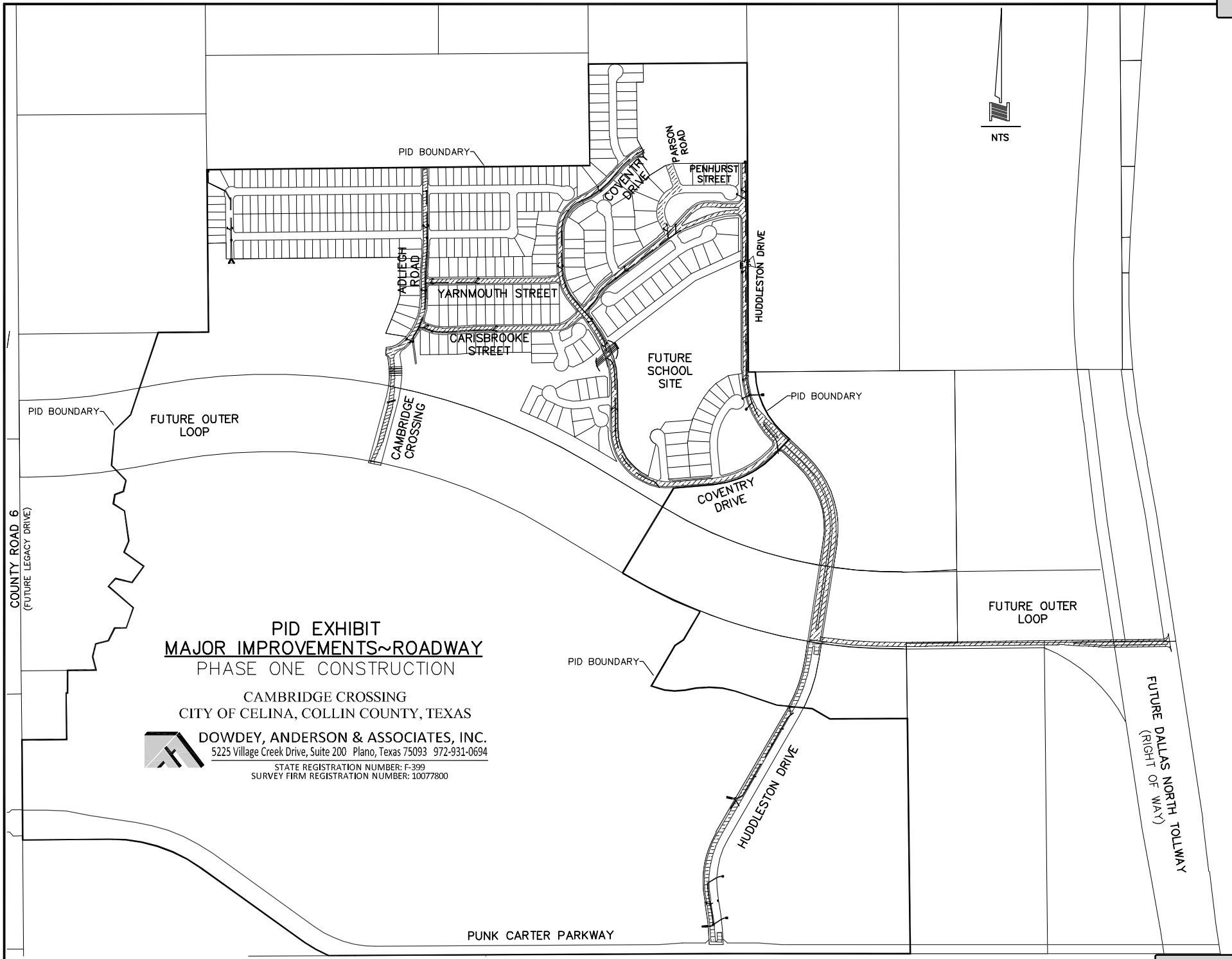
THENCE N 89° 14' 19" E, with the south line of said Lot 2, a distance of 43.83 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of said Lot 2;

THENCE N 00° 45' 41" W, with the east line of Block K of said Addition, a distance of 119.92 feet to the **POINT OF BEGINNING**, and containing 10.633 acres of land, more or less.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

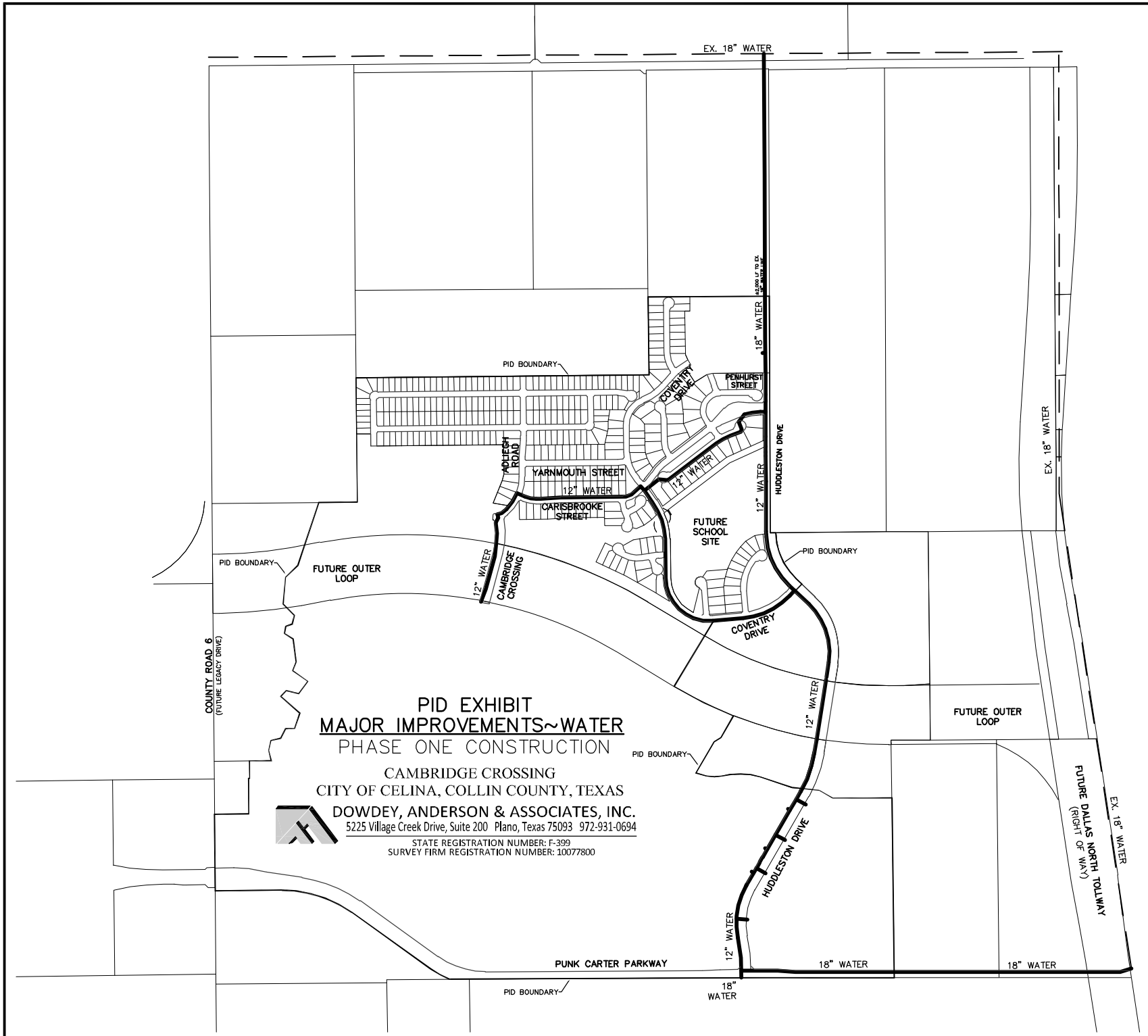


PID EXHIBIT
MAJOR IMPROVEMENTS~ROADWAY
PHASE ONE CONSTRUCTION

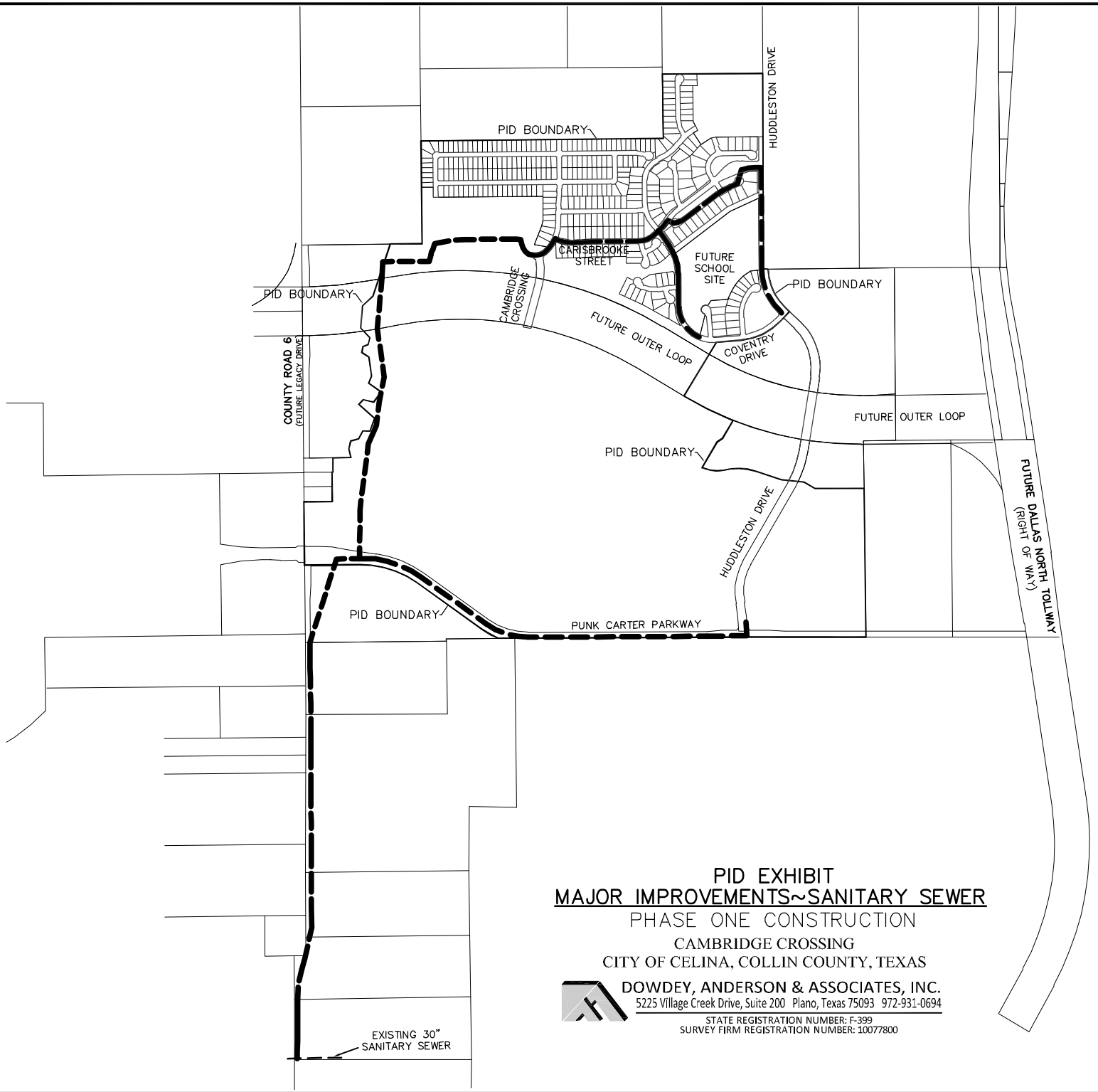
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)



Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

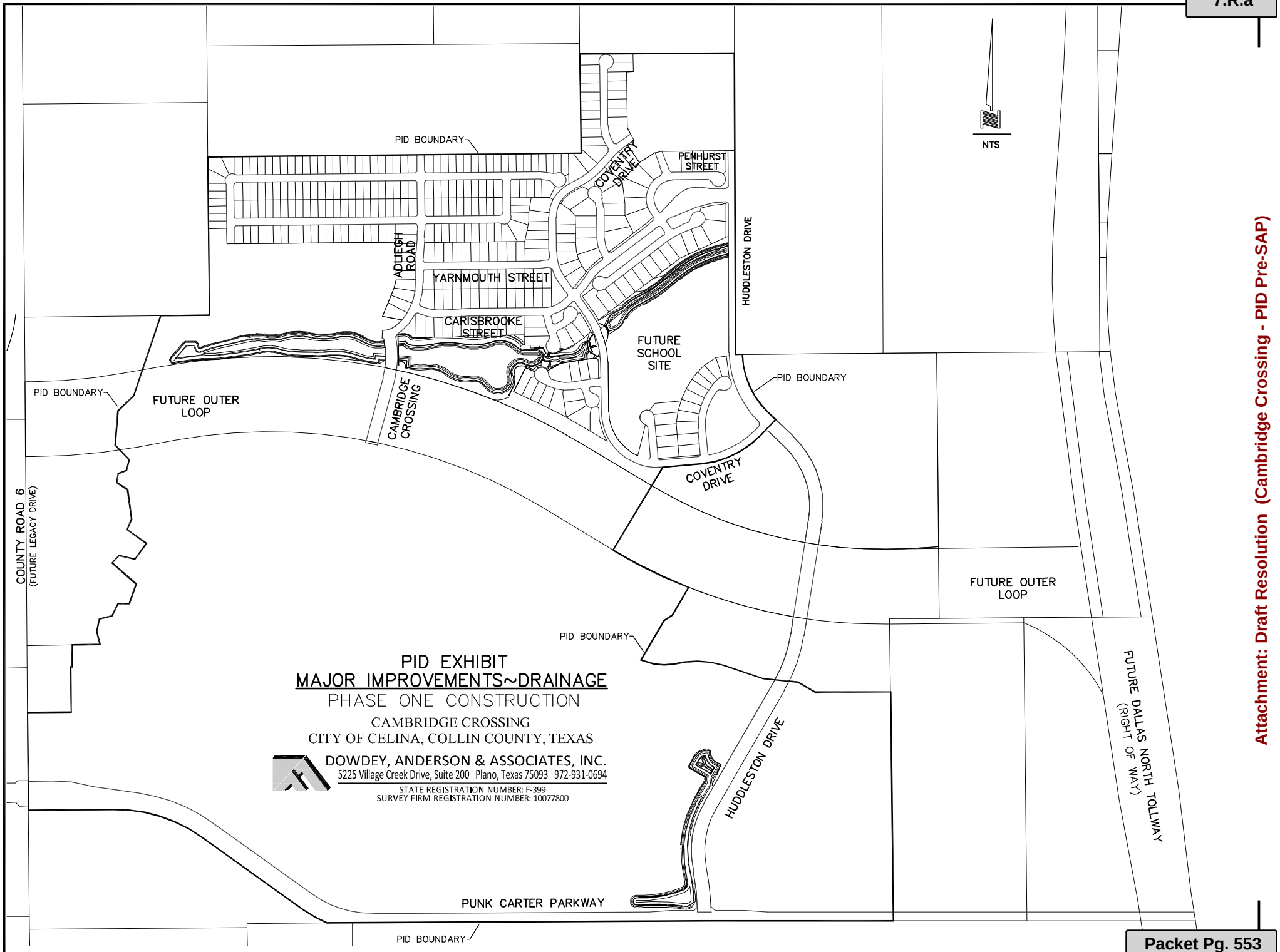


PID EXHIBIT
MAJOR IMPROVEMENTS~SANITARY SEWER
PHASE ONE CONSTRUCTION

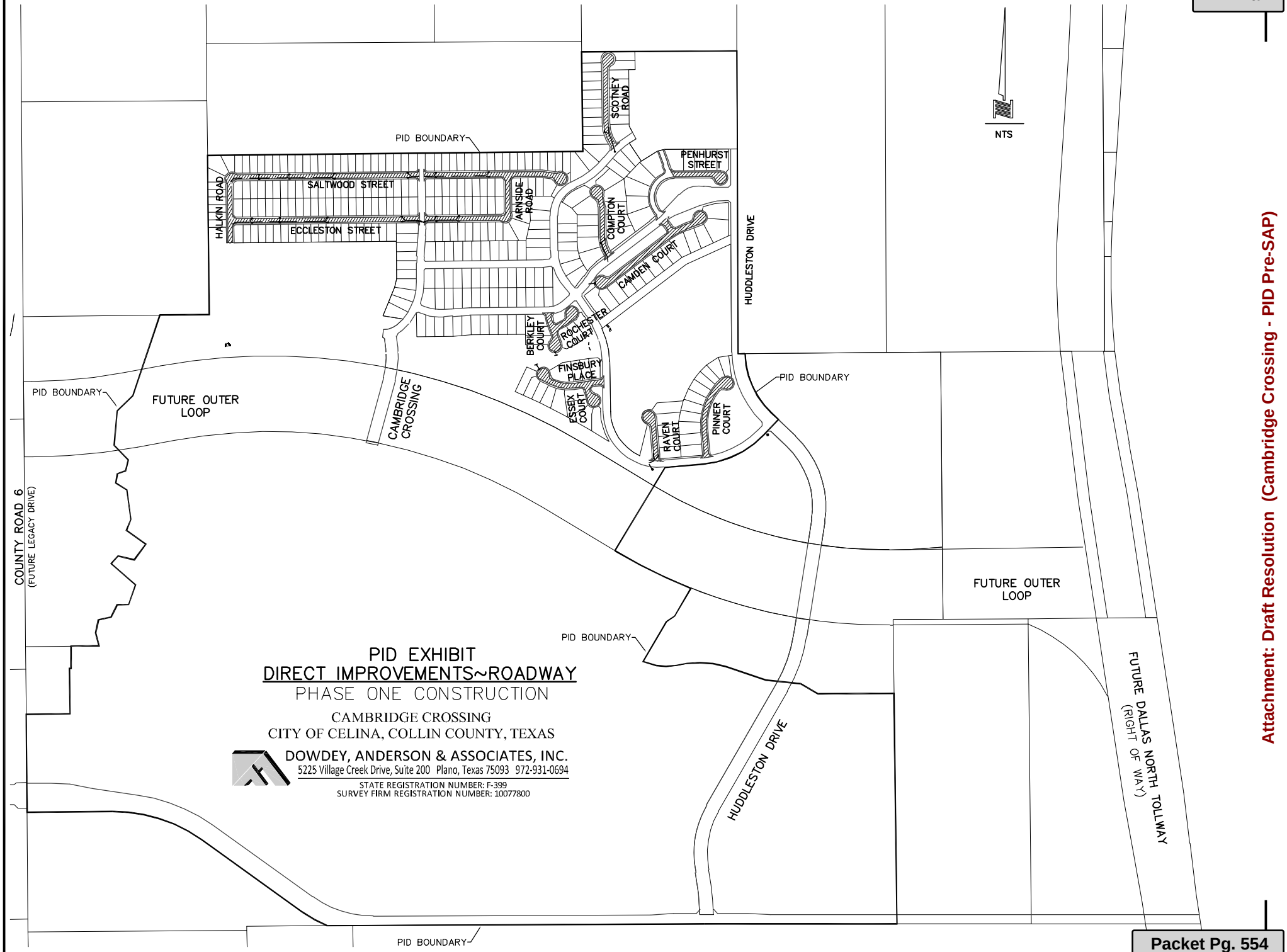
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)



Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

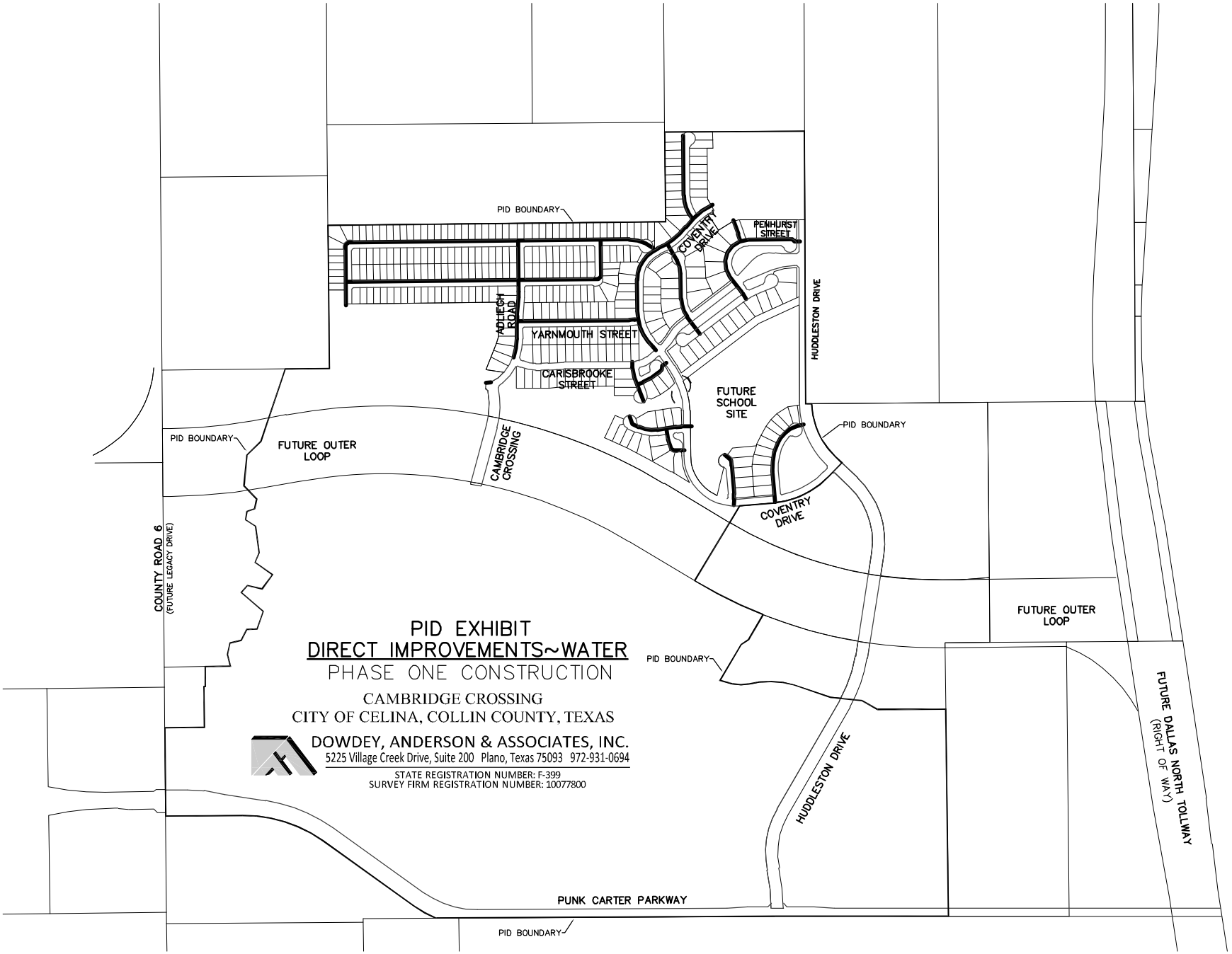


PID EXHIBIT
DIRECT IMPROVEMENTS~ROADWAY
PHASE ONE CONSTRUCTION

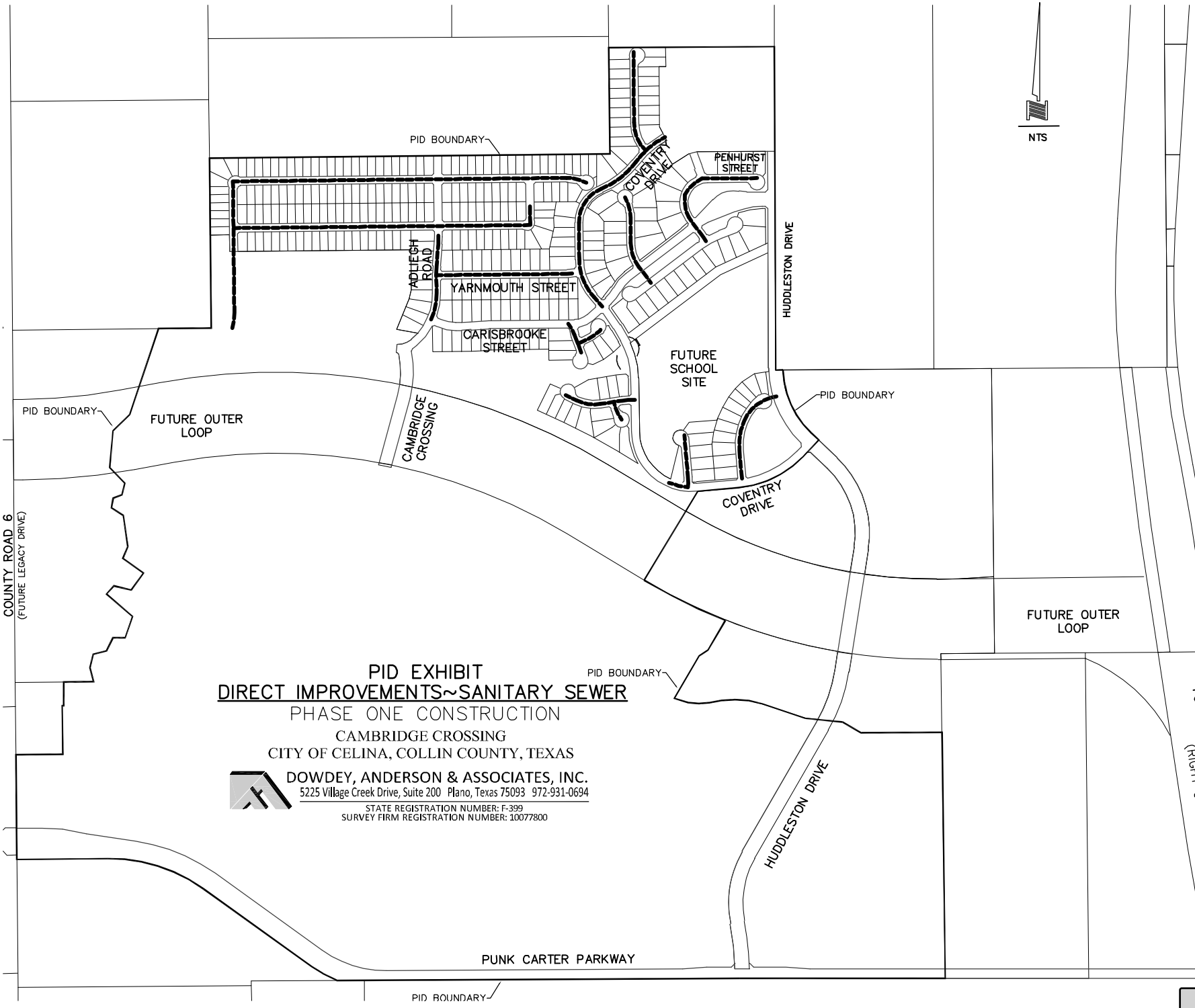
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

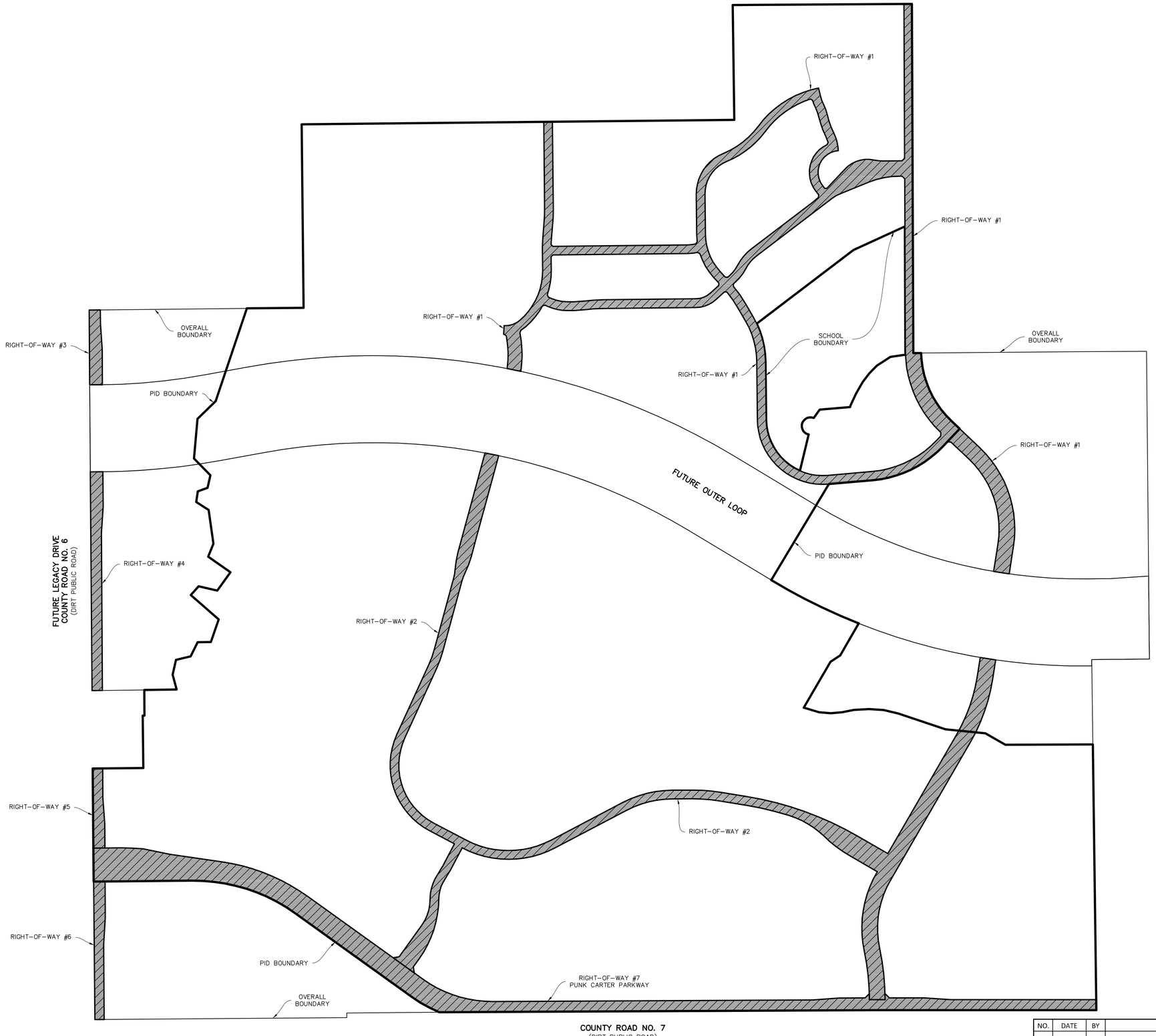
Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)



Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)



Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)



LEGEND

RIGHT-OF-WAY

RIGHTS-OF-WAY AREA TABLE	
NAME	NET AREA (ACRES/SQ.FT.)
RIGHT-OF-WAY #1	16.098 ACRES (701,240 SQ.FT.)
RIGHT-OF-WAY #2	12.504 ACRES (544,680 SQ.FT.)
RIGHT-OF-WAY #3	0.692 ACRES (30,131 SQ.FT.)
RIGHT-OF-WAY #4	1.818 ACRES (79,190 SQ.FT.)
RIGHT-OF-WAY #5	0.646 ACRES (28,146 SQ.FT.)
RIGHT-OF-WAY #6	1.043 ACRES (45,451 SQ.FT.)
RIGHT-OF-WAY #7	12.289 ACRES (535,292 SQ.FT.)
OVERALL TOTAL:	45.090 ACRES (1,964,130 SQ.FT.)

NOTE:

OF THE 45.090 ACRES OF ROW BEING ACQUIRED, 38.779 ACRES IS WITHIN THE PID AND 6.311 ACRES IS OUTSIDE THE PID.

NO.	DATE	BY	REVISION

PID MAJOR IMPROVEMENTS
ROW ACQUISITION
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

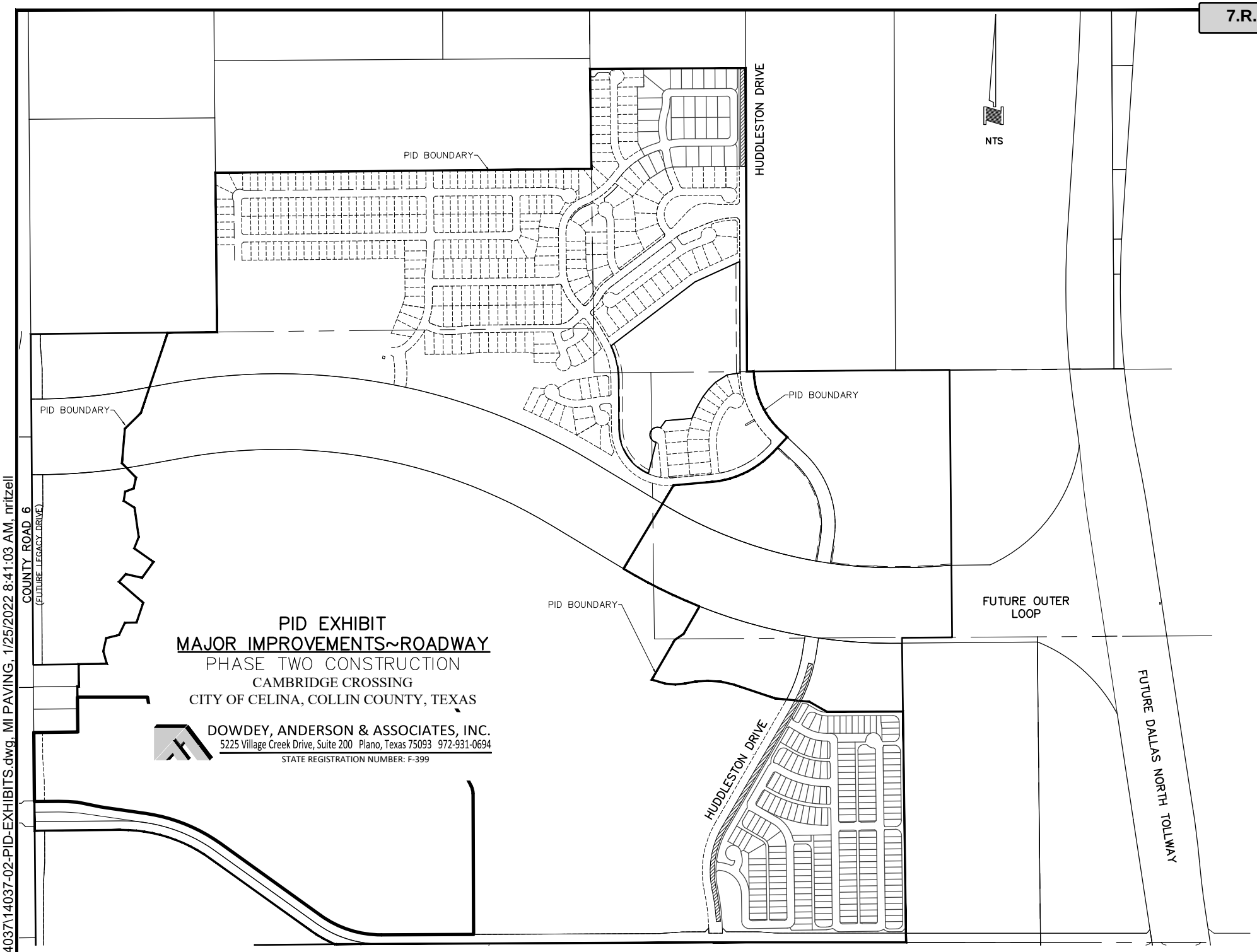
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
DAA	DAA	DAA	2018-06-18	N.T.S.	14037	1 / 1

PLATE

S:\PROJECTS C3D\14037\dwg\PID\14037-EX-RIGHTS-OF-WAY-ACQUISITION.dwg, 14037EX-PID RIGHTS-OF-WAY, 6/18/2018 2:45:32 PM, mbeshear, Dowdey, Anderson & Associates, Inc., MLB

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)



PID EXHIBIT
MAJOR IMPROVEMENTS~ROADWAY
PHASE TWO CONSTRUCTION
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

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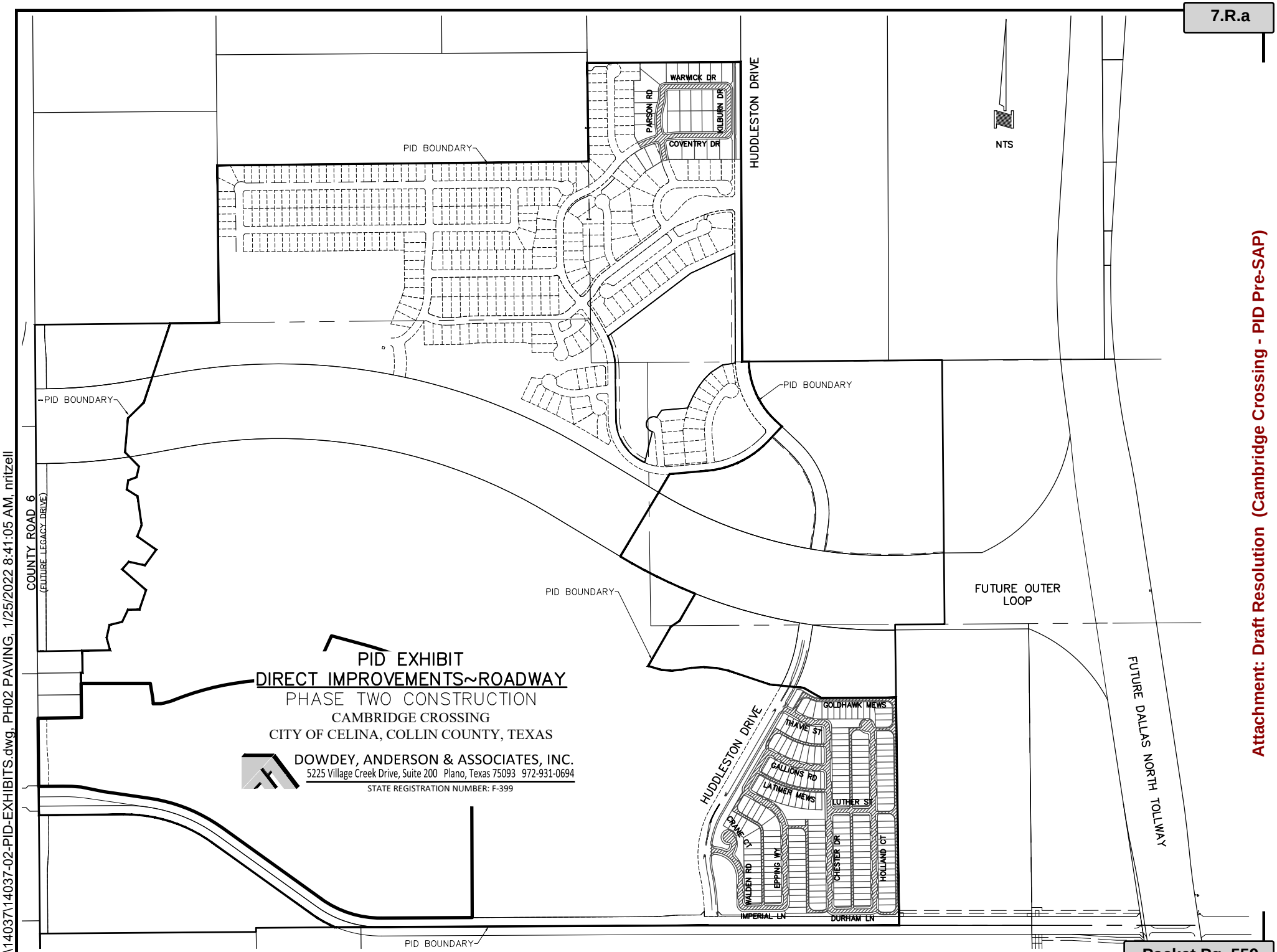
Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)



PID EXHIBIT
DIRECT IMPROVEMENTS~ROADWAY
PHASE TWO CONSTRUCTION

CAMBRIDGE CROSSING

CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

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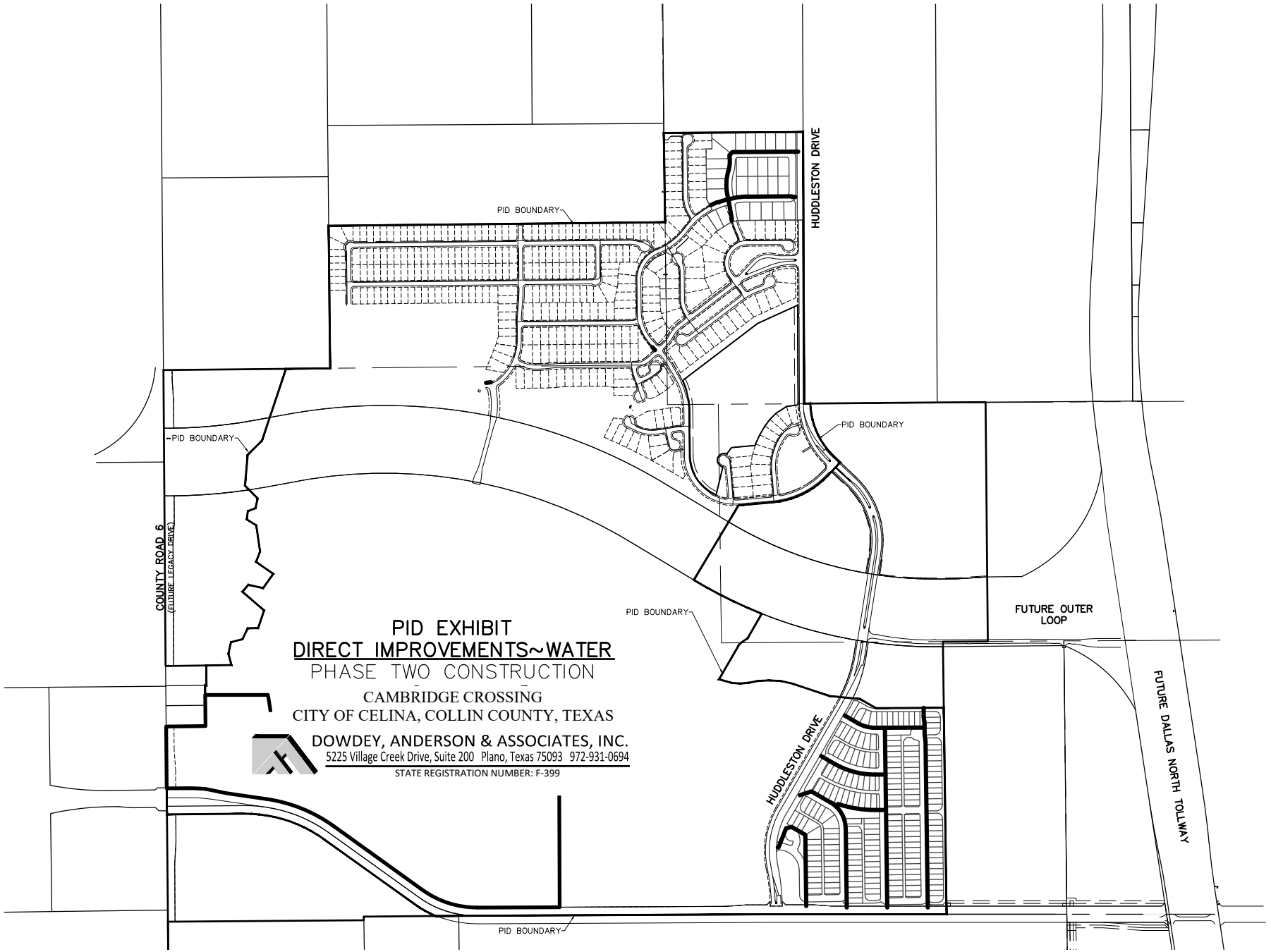
Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)



Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

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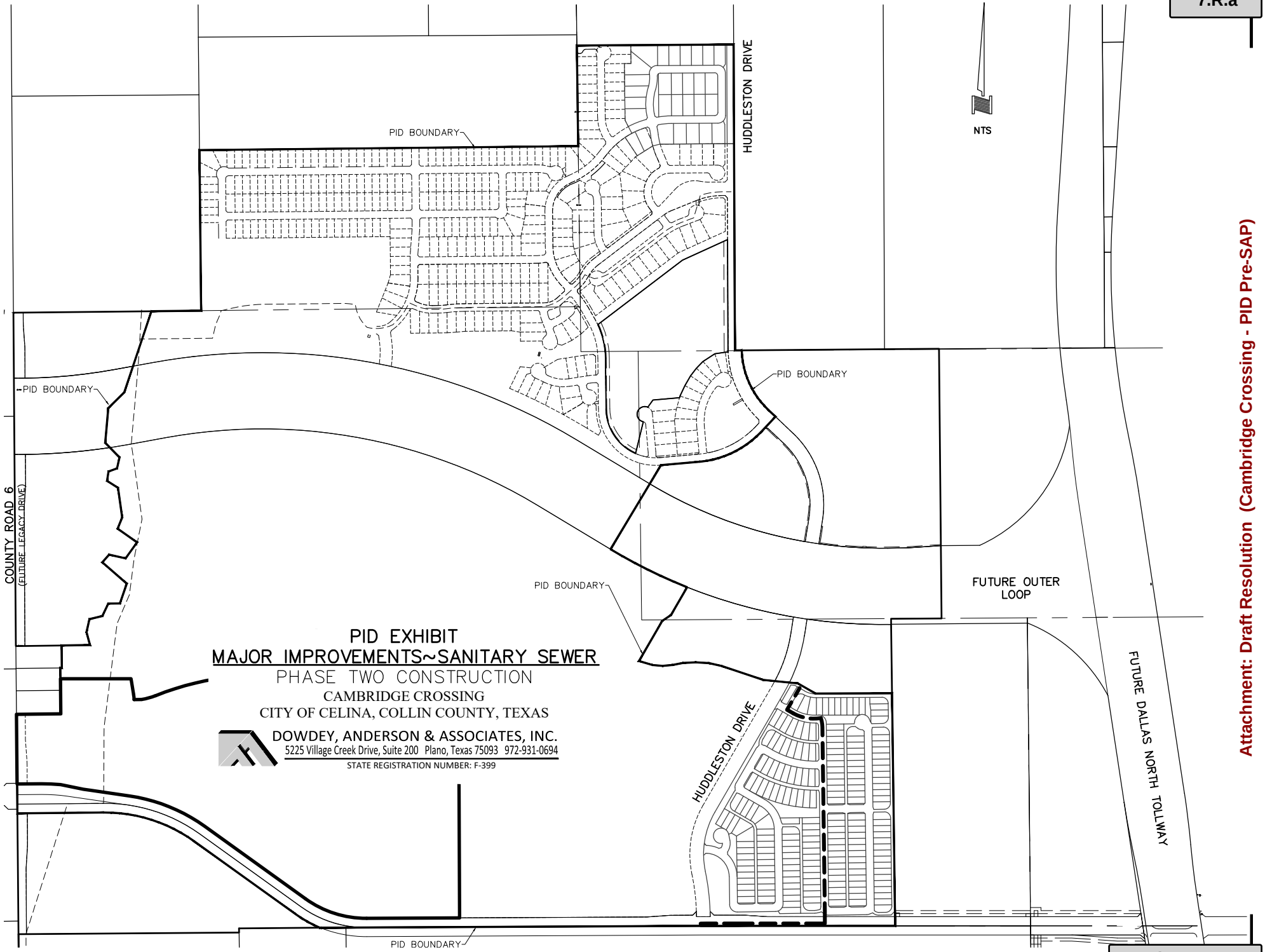

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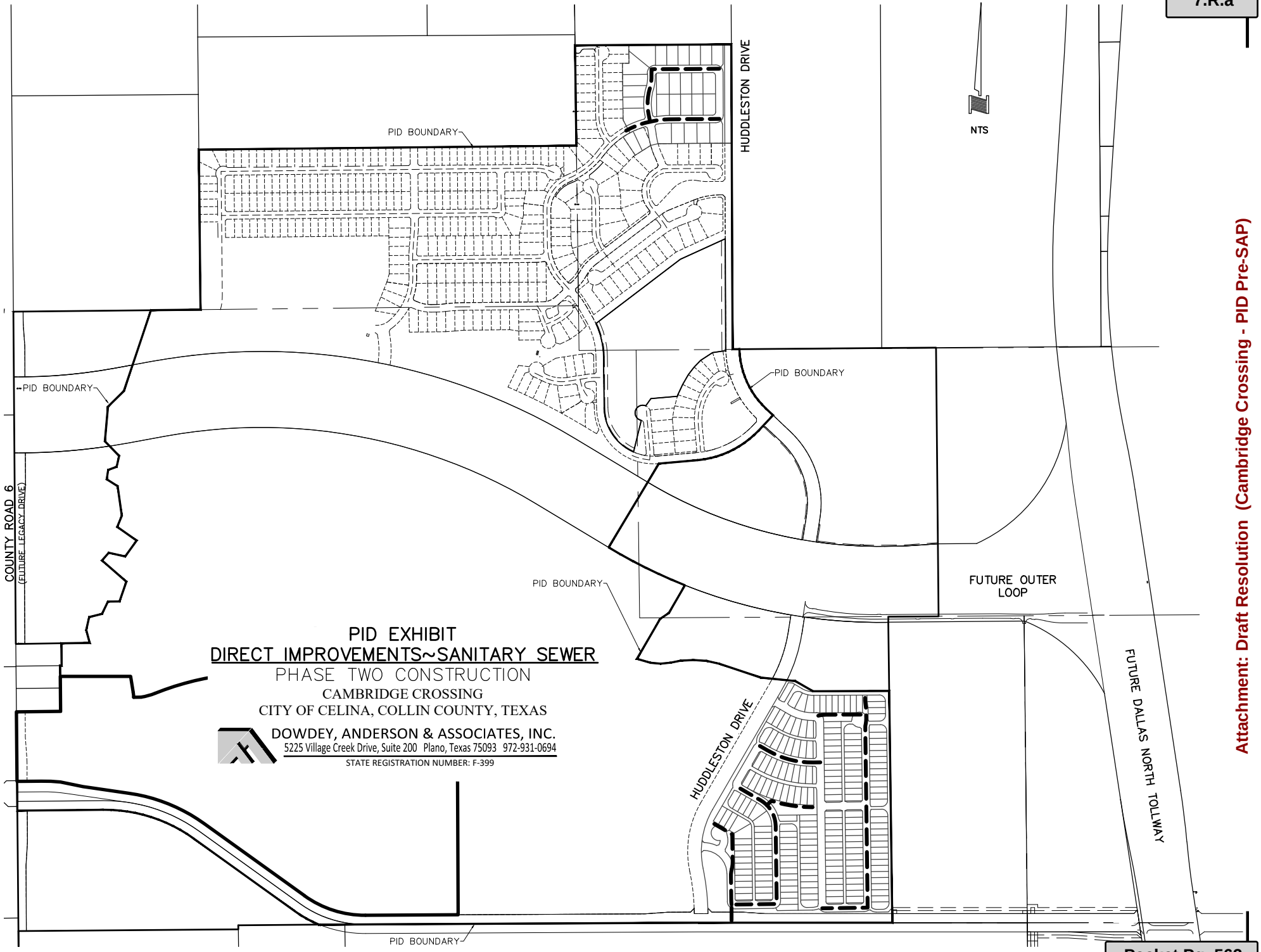
Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)



PID EXHIBIT
DIRECT IMPROVEMENTS~SANITARY SEWER
PHASE TWO CONSTRUCTION
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

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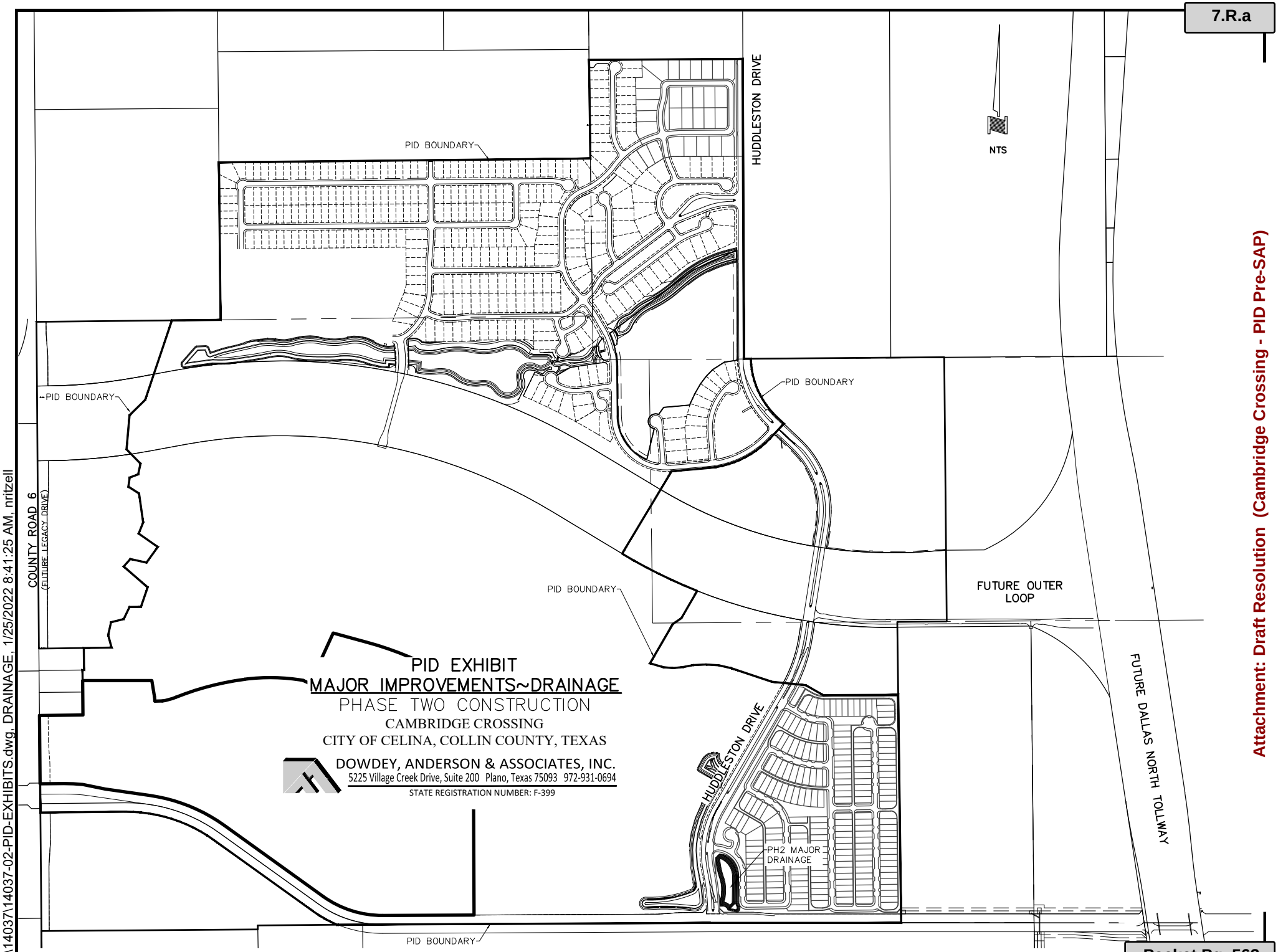
Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)



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Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

APPENDIX E
HOMEBUYER DISCLOSURE

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Cambridge Crossing Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of five Lot Types.

"Lot Type 1" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 74 feet, as provided in the Zoning Ordinance.

"Lot Type 2" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by Zoning Ordinance.

"Lot Type 3" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by Zoning Ordinance.

"Lot Type 4" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 84 feet, as provided by Zoning Ordinance.

"Lot Type 5" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 40 feet, as provided by Zoning Ordinance.

A) Proposed Development

Table F-1 shows the original proposed residential Lot Types to be developed within the PID.

Table F-1
Proposed Development within the PID – Original

Description	Proposed Development	
Lot Type 1 (74 Ft)	152	Units
Lot Type 2 (60 Ft)	537	Units
Lot Type 3 (50 Ft)	839	Units
Total	**1,528**	**Units**

Table F-2 shows 2022 revised proposed residential Lot Types to be developed within the PID.

Table F-2
Proposed Development within the PID – 2022 Revised

Description	Proposed Development	
Lot Type 1 (74 Ft)	7	Units
Lot Type 2 (60 Ft)	200	Units
Lot Type 3 (50 Ft)	491	Units
Lot Type 4 (84 Ft)	634	Units
Lot Type 5 (40 Ft)	198	Units
Total	**1,530**	**Units**

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table F-3 shows the originally proposed residential Lot Types to be developed within the Phases #2-7 Major Improvement Area (including the Lots being developed in Phase #2).

Table F-3
Proposed Development
Phases #2-7 Major Improvement Area - Original

Description	Proposed Development	
Lot Type 1 (74 Ft)	109	Units
Lot Type 2 (60 Ft)	415	Units
Lot Type 3 (50 Ft)	674	Units
Total	**1,198**	**Units**

Table F-4 shows the revised proposed residential Lot Types to be developed within the Phases #2-7 Major Improvement Area.

Table F-4
Proposed Development
Phases #2-7 Major Improvement Area - Revised

Description	Proposed Development	
Lot Type 1 (74 Ft)	157	Units
Lot Type 2 (60 Ft)	369	Units
Lot Type 3 (50 Ft)	469	Units
Lot Type 4 (84 Ft)	7	Units
Lot Type 5 (40 Ft)	198	Units
Total	**1,200**	**Units**

Table F-5 shows the proposed residential Lot Types to be developed within Phase #1.

Table F-5
Proposed Development
Phase #1

Description	Proposed Development	
Lot Type 1 (74 Ft)	43	Units
Lot Type 2 (60 Ft)	122	Units
Lot Type 3 (50 Ft)	165	Units
Total	**330**	**Units**

Table F-6 shows the proposed residential Lot Types to be developed within Phase #2.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table F-6
Proposed Development
Phase #2

Description	Proposed Development	
Lot Type 1 (74 Ft)	20	Units
Lot Type 2 (60 Ft)	2	Units
Lot Type 4 (84 Ft)	7	Units
Lot Type 5 (40 Ft)	198	Units
Total	**227**	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated to the parcel of the Assessed Property receiving benefit from such Authorized Improvements by spreading the entre Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 84 Ft, 74 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council originally determined that allocating the Assessments among Parcels of Assessed Property based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. The original classifications (from Lot Type 1 (74 Ft Lots) representing the highest value to Lot Type 3 (50 Ft Lot) representing the lowest value for residential lots). Originally, the Assessments were allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the original Equivalent Unit factor for Lot Type 1 (74 Ft Lots) to 1.0.

Table F-7 shows the original Equivalent Unit Factors within the PID.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table F-7
Equivalent Unit Factors – Original

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor[1]
Lot Type 1 (74 Ft)	$592,000	1.00 per dwelling unit
Lot Type 2 (60 Ft)	$480,000	0.81 per dwelling unit
Lot Type 3 (50 Ft)	$400,000	0.68 per dwelling unit

[1]The Equivalent Unit Factors are rounded to two decimal places.

In light of changes to the development process and per request from the Developer, the Lot Type classifications described above have been updated by the City Council. These classifications (from Lot Type 4 (84 Ft Lots) representing the highest value to Lot Type 5 (40 Ft Lot) representing the lowest value for residential lots). Equivalent Units are the ratio of the average value of lots within each assessment class, setting the updated Equivalent Unit factor for Lot Type 4 (84 Ft Lots) to 1.0.

Table F-8 shows the revised Equivalent Unit Factors within the PID.

Table F-8
Equivalent Unit Factors – Revised

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor[1]
Lot Type 1 (74 Ft)	$730,000	0.91 per dwelling unit
Lot Type 2 (60 Ft)	$630,000	0.79 per dwelling unit
Lot Type 3 (50 Ft)	$570,000	0.71 per dwelling unit
Lot Type 4 (84 Ft)	$800,000	1.00 per dwelling unit
Lot Type 5 (40 Ft)	$475,000	0.59 per dwelling unit

[1]The Equivalent Unit Factors are rounded to two decimal places.

The original total estimated Equivalent Units for the Phases #2-7 Major Improvement Area are shown in Table F-9 as calculated based on the original Equivalent Unit factors shown in Table F-7, estimated Lot Types and number of units originally estimated to be built within the Phases #2-7 Major Improvement Area.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table F-9
Estimated Equivalent Units
Phases #2-7 Major Improvement Area – Original

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	109	1.00	109.00
Lot Type 2 (60 Ft)	415	0.81	336.15
Lot Type 3 (50 Ft)	674	0.68	458.32
Total	**1,198**		**903.47**

The revised total estimated Equivalent Units for the Phases #2-7 Major Improvement Area are shown in Table F-10 as calculated based on the revised Equivalent Unit factors shown in Table F-8, estimated Lot Types and number of units estimated to be built within the Phases #2-7 Major Improvement Area.

Table F-10
Estimated Equivalent Units
Phases #2-7 Major Improvement Area – Revised

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	157	0.91	142.87
Lot Type 2 (60 Ft)	369	0.79	291.51
Lot Type 3 (50 Ft)	469	0.71	332.99
Lot Type 4 (84 Ft)	7	1.00	7.00
Lot Type 5 (40 Ft)	198	0.59	116.82
Total	**1,200**		**891.19**

The original total estimated Equivalent Units for Phase #1 are shown in Table F-11 as calculated based on the original Equivalent Unit factors shown in Table F-7, estimated Lot Types and number of units estimated to be built within Phase #1.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table F-11
Estimated Equivalent Units
Phase #1 – Original

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	43	1.00	43.00
Lot Type 2 (60 Ft)	122	0.81	98.82
Lot Type 3 (50 Ft)	165	0.68	112.20
Total	**330**		**254.02**

The total estimated Equivalent Units for Phase #2 are shown in Table F-12 as calculated based on the revised Equivalent Unit factors shown in Table F-8, estimated Lot Types and number of units estimated to be built within Phase #2.

Table F-12
Estimated Equivalent Units
Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	20	0.91	18.20
Lot Type 2 (60 Ft)	2	0.79	1.58
Lot Type 4 (84 Ft)	7	1.00	7.00
Lot Type 5 (40 Ft)	198	0.59	116.82
Total	**227**		**143.60**

C) Original Allocation of Assessments to Lots within Phases #2-7 Major Improvement Area

As shown in Table F-13 the total amount of the Phases #2-7 Major Improvement Area Bonds, which represents the total Assessment to be allocated on all Parcels within the Phases #2-7 Major Improvement Area, is $13,795,000. As shown in Table F-9, there were a total of 1,198 residential units representing a total of 903.47 originally estimated Equivalent Units for the residential development in the Phases #2-7 Major Improvement Area, resulting in an original Assessment per Equivalent Unit of $15,268.91.

The original Assessment per dwelling unit was calculated as the product of (i) $15,268.91 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit was $15,268.91 (i.e. $15,268.91 × 1.00). The original Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit was $12,367.82 (i.e. $15,268.91 × 0.81). The original Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit was $10,382.86 (i.e. $15,268.91 × 0.68). Table F-14 sets forth the original Assessment per dwelling unit for each of the original three Lot Types in the Phases #2-7 Major Improvement Area.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table F-13
Original Assessment per unit
Phases #2-7 Major Improvement Area

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (74 Ft)	109	$15,268.91	1.00	$15,268.91	per dwelling unit	$1,664,311
Lot Type 2 (60 Ft)	415	$15,268.91	0.81	$12,367.82	per dwelling unit	$5,132,643
Lot Type 3 (50 Ft)	674	$15,268.91	0.68	$10,382.86	per dwelling unit	$6,998,046
Total	**1,198**					**$13,795,000**

The original projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-14.

Table F-14
Original Projected Leverage
Phases #2-7 Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	109	$114,700	$592,000	$15,268.91	7.51	38.77
Lot Type 2 (60 Ft)	415	$93,000	$480,000	$12,367.82	7.52	38.81
Lot Type 3 (50 Ft)	674	$77,500	$400,000	$10,382.86	7.46	38.53

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-15.

Table F-15
Original Estimated Tax Rate Equivalent per unit
Phases #2-7 Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	109	$114,700	$592,000	$1,194.14	$1.0411	$0.2017
Lot Type 2 (60 Ft)	415	$93,000	$480,000	$967.25	$1.0401	$0.2015
Lot Type 3 (50 Ft)	674	$77,500	$400,000	$812.01	$1.0478	$0.2030

D) Revised Allocation of Assessments to Lots within Phases #2-7 Major Improvement Area

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

As shown in Table F-16 the total amount of the Phases #2-7 Major Improvement Area Bonds, which represents the total Assessment to be allocated on all Parcels within the Phases #2-7 Major Improvement Area, is $13,795,000. As shown in Table F-10, there is now anticipated to be a total of 1,200 residential units representing a total of 891.19 revised estimated Equivalent Units for the residential development in the Phases #2-7 Major Improvement Area, resulting in a revised Assessment per Equivalent Unit of $15,479.30.

The revised Assessment per dwelling unit was calculated as the product of (i) $15,479.301 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the revised Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $14,086.17 (i.e. $15,479.30 × 0.91). The revised Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $12,228.65 (i.e. $15,479.30 × 0.79). The revised Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $10,990.31 (i.e. $15,479.30 × 0.71). The revised Assessment for a Lot Type 4 (84 Ft Lot) dwelling unit is $15,479.30 (i.e. $15,479.30 × 1.00). The revised Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $9,132.79 (i.e. $15,479.30 × 0.59). Table F-16 sets forth the revised Assessment per dwelling unit for each of the five Lot Types in the Phases #2-7 Major Improvement Area.

Table F-16
Revised Assessment per unit
Phases #2-7 Major Improvement Area

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (74 Ft)	157	$15,479.30	0.91	$14,086.17	per dwelling unit	$2,211,528
Lot Type 2 (60 Ft)	369	$15,479.30	0.79	$12,228.65	per dwelling unit	$4,512,372
Lot Type 3 (50 Ft)	469	$15,479.30	0.71	$10,990.31	per dwelling unit	$5,154,453
Lot Type 4 (84 Ft)	7	$15,479.30	1.00	$15,479.30	per dwelling unit	$108,355
Lot Type 5 (40 Ft)	198	$15,479.30	0.59	$9,132.79	per dwelling unit	$1,808,292
Total	**1,200**					**$13,795,000**

The revised projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-17.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table F-17
Revised Projected Leverage
Phases #2-7 Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	157	$118,400	$730,000	$14,086.17	8.41	51.82
Lot Type 2 (60 Ft)	369	$96,000	$630,000	$12,228.65	7.85	51.52
Lot Type 3 (50 Ft)	469	$80,000	$570,000	$10,990.31	7.28	51.86
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$15,479.30	8.68	51.68
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$9,132.79	7.12	52.01

The revised projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-18.

Table F-18
Revised Estimated Tax Rate Equivalent per unit
Phases #2-7 Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	157	$118,400	$730,000	$1,101.64	$0.9304	$0.1509
Lot Type 2 (60 Ft)	369	$96,000	$630,000	$956.37	$0.9962	$0.1518
Lot Type 3 (50 Ft)	469	$80,000	$570,000	$859.52	$1.0744	$0.1508
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$1,210.59	$0.9007	$0.1513
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$714.25	$1.0988	$0.1504

E) Original Allocation of Assessments to Lots within Phase #1

As shown in Table F-19, the total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $9,555,000. As shown in Table F-11, there are a total of 330 residential units representing a total of 254.02 estimated original Equivalent Units for the residential development in Phase #1, resulting in an original Assessment per Equivalent Unit of $37,615.15.

The original Assessment per dwelling unit is calculated as the product of (i) $37,615.15 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $37,615.15 (i.e. $37,615.15 × 1.00). The original Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $30,468.27 (i.e. $37,615.15 × 0.81). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $25,578.30 (i.e. $37,615.15 ×

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

0.68). Table F-19 sets forth the original Assessment per dwelling unit for each of the three Lot Types in Phase #1.

Table F-19
Original Assessment per unit
Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (74 Ft)	43	$37,615.15	1.00	$37,615.15	per dwelling unit	$1,617,451
Lot Type 2 (60 Ft)	122	$37,615.15	0.81	$30,468.27	per dwelling unit	$3,717,129
Lot Type 3 (50 Ft)	165	$37,615.15	0.68	$25,578.30	per dwelling unit	$4,220,420
Total	**330**					**$9,555,000**

The original projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-20.

Table F-20

Original Projected Leverage
Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	43	$114,700	$592,000	$37,615.15	3.05	15.74
Lot Type 2 (60 Ft)	122	$93,000	$480,000	$30,468.27	3.05	15.75
Lot Type 3 (50 Ft)	165	$77,500	$400,000	$25,578.30	3.03	15.64

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-21.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table F-21
Original Estimated Tax Rate Equivalent per unit
Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (74 Ft)	43	$114,700	$592,000	$2,928.53	$2.5532	$0.4947
Lot Type 2 (60 Ft)	122	$93,000	$480,000	$2,372.11	$2.5507	$0.4942
Lot Type 3 (50 Ft)	165	$77,500	$400,000	$1,991.40	$2.5696	$0.4979

As shown in Table F-8, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated. The updated projected leverage calculated based on the estimated finished Lot values and home values for each Lot Type is shown in Table F-22.

Table F-22
Updated Projected Leverage
Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	43	$118,400	$730,000	$37,615.15	3.15	19.41
Lot Type 2 (60 Ft)	122	$96,000	$630,000	$30,468.27	3.15	20.68
Lot Type 3 (50 Ft)	165	$80,000	$570,000	$25,578.30	3.13	22.28

As shown in Table F-8, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated. The updated projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-23.

Table F-23
Updated Estimated Tax Rate Equivalent per unit
Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (74 Ft)	43	$118,400	$730,000	$2,928.53	$2.4734	$0.4012
Lot Type 2 (60 Ft)	122	$96,000	$630,000	$2,372.11	$2.4710	$0.3765
Lot Type 3 (50 Ft)	165	$80,000	$570,000	$1,991.40	$2.4893	$0.3494

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

F) Allocation of Assessments to Lots within Phase #2

As shown in Table F-24 the total amount of the obligation due under the Reimbursement Agreement related to the Phase #2 Improvements, which represents the total Assessment to be allocated on the Phase #2 Assessed Property, is $5,938,154. As shown in Table F-12, there are anticipated to be a total of 227 residential units representing a total of 143.60 estimated Equivalent Units for the residential development in Phase #2, resulting in an Assessment per Equivalent Unit of $41,352.05.

The Assessment per dwelling unit is calculated as the product of (i) $41,352.05 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $37,630.36 (i.e. $41,352.05 × 0.91). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $32,668.12 (i.e. $41,352.05 × 0.79). The Assessment for a Lot Type 4 (84 Ft Lot) dwelling unit is $41,352.05 (i.e. $41,352.05 × 1.00). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $24,397.71 (i.e. $41,352.05 × 0.59). Table F-24 sets forth the Assessment per dwelling unit for each of the four Lot Types in Phase #2.

Table F-24
Assessment per unit
Phase #2 Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (74 Ft)	20	$41,352.05	0.91	$37,630.36	per dwelling unit	$752,607
Lot Type 2 (60 Ft)	2	$41,352.05	0.79	$32,668.12	per dwelling unit	$65,336
Lot Type 4 (84 Ft)	7	$41,352.05	1.00	$41,352.05	per dwelling unit	$289,464
Lot Type 5 (40 Ft)	198	$41,352.05	0.59	$24,397.71	per dwelling unit	$4,830,746
Total	**227**					**$5,938,154**

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-25.

Table F-25
Projected Leverage
Phase #2 Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	20	$118,400	$730,000	$37,630.36	3.15	3.15
Lot Type 2 (60 Ft)	2	$96,000	$630,000	$32,668.12	2.94	2.94
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$41,352.05	3.25	3.25
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$24,397.71	2.66	2.66

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-26.

Table F-26
Estimated Tax Rate Equivalent per unit
Phase #2 Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	20	$118,400	$730,000	$3,063.06	$2.587	$0.420
Lot Type 2 (60 Ft)	2	$96,000	$630,000	$2,659.14	$2.770	$0.422
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$3,366.00	$2.504	$0.421
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$1,985.94	$3.055	$0.418

The Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-27.

Table F-27

Assessment per unit
Phase #2's share of Phases #2-7 Major Improvement Area Assessments

Description	Planned No. of Units	Assessment per Equivalent Unit[1]	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (74 Ft)	20	$15,479.30	0.91	$14,086.17	per dwelling unit	$281,723
Lot Type 2 (60 Ft)	2	$15,479.30	0.79	$12,228.65	per dwelling unit	$24,457
Lot Type 4 (84 Ft)	7	$15,479.30	1.00	$15,479.30	per dwelling unit	$108,355
Lot Type 5 (40 Ft)	198	$15,479.30	0.59	$9,132.79	per dwelling unit	$1,808,292
Total	**227**					**$2,222,828**

[1]See Table F-16.

The combined Phase #2 Assessments (for the Phase #2 Improvements) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-28.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table F-28
Combined Assessment per unit
Phases #2 Projects

Description	Planned No. of Units	Phase #2 Improvements Assessment per Unit[1]	Phase #2's share of Phases #2-7 Major Improvement Area Assessment per Unit[2]	Phase #2 Projects Assessment per Unit	Phase #2 Projects Total Assessments
Lot Type 1 (74 Ft)	20	$37,630.36	$14,086.17	$51,716.53	$1,034,331
Lot Type 2 (60 Ft)	2	$32,668.12	$12,228.65	$44,896.77	$89,794
Lot Type 4 (84 Ft)	7	$41,352.05	$15,479.30	$56,831.35	$397,819
Lot Type 5 (40 Ft)	198	$24,397.71	$9,132.79	$33,530.50	$6,639,038
Total	**227**				**$8,160,982**

[1]See Table F-24.
[2]See Table F-27.

The combined projected leverage for the Phase #2 Assessments (for the Phase #2 Improvements) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-29.

Table F-29
Combined Projected Leverage
Phase #2 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Phase #2 Projects Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	20	$118,400	$730,000	$51,716.53	2.29	2.29
Lot Type 2 (60 Ft)	2	$96,000	$630,000	$44,896.77	2.14	2.14
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$56,831.35	2.36	2.36
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$33,530.50	1.94	1.94

The combined projected tax rate equivalent for the Phase #2 Assessments (for the Phase #2 Improvements) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-30.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Table F-30
Combined Estimated Tax Rate Equivalent per unit
Phase #2 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	20	$118,400	$730,000	$4,164.70	$3.517	$0.571
Lot Type 2 (60 Ft)	2	$96,000	$630,000	$3,615.51	$3.766	$0.574
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$4,576.60	$3.405	$0.572
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$2,700.19	$4.154	$0.568

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

APPENDIX G
PHASES #2-7 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix G-1
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**All Parcels**
Assessment	**$13,795,000**
Equivalent Unit	**891.19**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$755,430	$0	$0	($755,430)	$0
9/30/20	$0	$753,338	$25,600	$68,976	($16,000)	$831,913
9/30/21	$220,000	$753,338	$37,000	$68,975	($38,775)	$1,040,538
9/30/22	$230,000	$743,713	$33,000	$67,875	($14,389)	$1,060,199
9/30/23	$240,000	$733,650	$37,885	$66,725	$0	$1,078,260
9/30/24	$250,000	$723,150	$38,643	$65,525	$0	$1,077,318
9/30/25	$265,000	$710,650	$39,416	$64,275	$0	$1,079,341
9/30/26	$280,000	$697,400	$40,204	$62,950	$0	$1,080,554
9/30/27	$290,000	$683,400	$41,008	$61,550	$0	$1,075,958
9/30/28	$310,000	$668,900	$41,828	$60,100	$0	$1,080,828
9/30/29	$325,000	$653,400	$42,665	$58,550	$0	$1,079,615
9/30/30	$345,000	$635,525	$43,518	$56,925	$0	$1,080,968
9/30/31	$360,000	$616,550	$44,388	$55,200	$0	$1,076,138
9/30/32	$385,000	$596,750	$45,276	$53,400	$0	$1,080,426
9/30/33	$405,000	$575,575	$46,182	$51,475	$0	$1,078,232
9/30/34	$430,000	$553,300	$47,105	$49,450	$0	$1,079,855
9/30/35	$455,000	$529,650	$48,047	$47,300	$0	$1,079,997
9/30/36	$480,000	$504,625	$49,008	$45,025	$0	$1,078,658
9/30/37	$510,000	$478,225	$49,989	$42,625	$0	$1,080,839
9/30/38	$535,000	$450,175	$50,988	$40,075	$0	$1,076,238
9/30/39	$570,000	$420,750	$52,008	$37,400	$0	$1,080,158
9/30/40	$600,000	$388,688	$53,048	$34,550	$0	$1,076,286
9/30/41	$640,000	$354,938	$54,109	$31,550	$0	$1,080,597
9/30/42	$675,000	$318,938	$55,191	$28,350	$0	$1,077,479
9/30/43	$715,000	$280,969	$56,295	$24,975	$0	$1,077,239
9/30/44	$760,000	$240,750	$57,421	$21,400	$0	$1,079,571
9/30/45	$805,000	$198,000	$58,570	$17,600	$0	$1,079,170
9/30/46	$850,000	$152,719	$59,741	$13,575	$0	$1,076,035
9/30/47	$905,000	$104,906	$60,936	$9,325	$0	$1,080,167
9/30/48	$960,000	$54,000	$62,155	$4,800	$0	$1,080,955
Total	**$13,795,000**	**$15,331,399**	**$1,371,226**	**$1,310,501**	**($824,594)**	**$30,983,532**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix G-2
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$14,086.17**
Equivalent Unit	**0.91**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$771	$0	$0	($771)	$0
9/30/20	$0	$769	$26	$70	($16)	$849
9/30/21	$225	$769	$38	$70	($40)	$1,062
9/30/22	$235	$759	$34	$69	($15)	$1,083
9/30/23	$245	$749	$39	$68	$0	$1,101
9/30/24	$255	$738	$39	$67	$0	$1,100
9/30/25	$271	$726	$40	$66	$0	$1,102
9/30/26	$286	$712	$41	$64	$0	$1,103
9/30/27	$296	$698	$42	$63	$0	$1,099
9/30/28	$317	$683	$43	$61	$0	$1,104
9/30/29	$332	$667	$44	$60	$0	$1,102
9/30/30	$352	$649	$44	$58	$0	$1,104
9/30/31	$368	$630	$45	$56	$0	$1,099
9/30/32	$393	$609	$46	$55	$0	$1,103
9/30/33	$414	$588	$47	$53	$0	$1,101
9/30/34	$439	$565	$48	$50	$0	$1,103
9/30/35	$465	$541	$49	$48	$0	$1,103
9/30/36	$490	$515	$50	$46	$0	$1,101
9/30/37	$521	$488	$51	$44	$0	$1,104
9/30/38	$546	$460	$52	$41	$0	$1,099
9/30/39	$582	$430	$53	$38	$0	$1,103
9/30/40	$613	$397	$54	$35	$0	$1,099
9/30/41	$654	$362	$55	$32	$0	$1,103
9/30/42	$689	$326	$56	$29	$0	$1,100
9/30/43	$730	$287	$57	$26	$0	$1,100
9/30/44	$776	$246	$59	$22	$0	$1,102
9/30/45	$822	$202	$60	$18	$0	$1,102
9/30/46	$868	$156	$61	$14	$0	$1,099
9/30/47	$924	$107	$62	$10	$0	$1,103
9/30/48	$980	$55	$63	$5	$0	$1,104
Total	**$14,086**	**$15,655**	**$1,400**	**$1,338**	**($842)**	**$31,637**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix G-3
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$12,228.65**
Equivalent Unit	**0.79**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$670	$0	$0	($670)	$0
9/30/20	$0	$668	$23	$61	($14)	$737
9/30/21	$195	$668	$33	$61	($34)	$922
9/30/22	$204	$659	$29	$60	($13)	$940
9/30/23	$213	$650	$34	$59	$0	$956
9/30/24	$222	$641	$34	$58	$0	$955
9/30/25	$235	$630	$35	$57	$0	$957
9/30/26	$248	$618	$36	$56	$0	$958
9/30/27	$257	$606	$36	$55	$0	$954
9/30/28	$275	$593	$37	$53	$0	$958
9/30/29	$288	$579	$38	$52	$0	$957
9/30/30	$306	$563	$39	$50	$0	$958
9/30/31	$319	$547	$39	$49	$0	$954
9/30/32	$341	$529	$40	$47	$0	$958
9/30/33	$359	$510	$41	$46	$0	$956
9/30/34	$381	$490	$42	$44	$0	$957
9/30/35	$403	$470	$43	$42	$0	$957
9/30/36	$425	$447	$43	$40	$0	$956
9/30/37	$452	$424	$44	$38	$0	$958
9/30/38	$474	$399	$45	$36	$0	$954
9/30/39	$505	$373	$46	$33	$0	$958
9/30/40	$532	$345	$47	$31	$0	$954
9/30/41	$567	$315	$48	$28	$0	$958
9/30/42	$598	$283	$49	$25	$0	$955
9/30/43	$634	$249	$50	$22	$0	$955
9/30/44	$674	$213	$51	$19	$0	$957
9/30/45	$714	$176	$52	$16	$0	$957
9/30/46	$753	$135	$53	$12	$0	$954
9/30/47	$802	$93	$54	$8	$0	$958
9/30/48	$851	$48	$55	$4	$0	$958
Total	**$12,229**	**$13,591**	**$1,216**	**$1,162**	**($731)**	**$27,466**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix G-4
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 3 (50 Ft)**
Assessment	**$10,990.31**
Equivalent Unit	**0.71**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$602	$0	$0	($602)	$0
9/30/20	$0	$600	$20	$55	($13)	$663
9/30/21	$175	$600	$29	$55	($31)	$829
9/30/22	$183	$593	$26	$54	($11)	$845
9/30/23	$191	$584	$30	$53	$0	$859
9/30/24	$199	$576	$31	$52	$0	$858
9/30/25	$211	$566	$31	$51	$0	$860
9/30/26	$223	$556	$32	$50	$0	$861
9/30/27	$231	$544	$33	$49	$0	$857
9/30/28	$247	$533	$33	$48	$0	$861
9/30/29	$259	$521	$34	$47	$0	$860
9/30/30	$275	$506	$35	$45	$0	$861
9/30/31	$287	$491	$35	$44	$0	$857
9/30/32	$307	$475	$36	$43	$0	$861
9/30/33	$323	$459	$37	$41	$0	$859
9/30/34	$343	$441	$38	$39	$0	$860
9/30/35	$362	$422	$38	$38	$0	$860
9/30/36	$382	$402	$39	$36	$0	$859
9/30/37	$406	$381	$40	$34	$0	$861
9/30/38	$426	$359	$41	$32	$0	$857
9/30/39	$454	$335	$41	$30	$0	$861
9/30/40	$478	$310	$42	$28	$0	$857
9/30/41	$510	$283	$43	$25	$0	$861
9/30/42	$538	$254	$44	$23	$0	$858
9/30/43	$570	$224	$45	$20	$0	$858
9/30/44	$605	$192	$46	$17	$0	$860
9/30/45	$641	$158	$47	$14	$0	$860
9/30/46	$677	$122	$48	$11	$0	$857
9/30/47	$721	$84	$49	$7	$0	$861
9/30/48	$765	$43	$50	$4	$0	$861
Total	**$10,990**	**$12,214**	**$1,092**	**$1,044**	**($657)**	**$24,684**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix G-5
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 4 (84 Ft)**
Assessment	**$15,479.30**
Equivalent Unit	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$848	$0	$0	($848)	$0
9/30/20	$0	$845	$29	$77	($18)	$933
9/30/21	$247	$845	$42	$77	($44)	$1,168
9/30/22	$258	$835	$37	$76	($16)	$1,190
9/30/23	$269	$823	$43	$75	$0	$1,210
9/30/24	$281	$811	$43	$74	$0	$1,209
9/30/25	$297	$797	$44	$72	$0	$1,211
9/30/26	$314	$783	$45	$71	$0	$1,212
9/30/27	$325	$767	$46	$69	$0	$1,207
9/30/28	$348	$751	$47	$67	$0	$1,213
9/30/29	$365	$733	$48	$66	$0	$1,211
9/30/30	$387	$713	$49	$64	$0	$1,213
9/30/31	$404	$692	$50	$62	$0	$1,208
9/30/32	$432	$670	$51	$60	$0	$1,212
9/30/33	$454	$646	$52	$58	$0	$1,210
9/30/34	$483	$621	$53	$55	$0	$1,212
9/30/35	$511	$594	$54	$53	$0	$1,212
9/30/36	$539	$566	$55	$51	$0	$1,210
9/30/37	$572	$537	$56	$48	$0	$1,213
9/30/38	$600	$505	$57	$45	$0	$1,208
9/30/39	$640	$472	$58	$42	$0	$1,212
9/30/40	$673	$436	$60	$39	$0	$1,208
9/30/41	$718	$398	$61	$35	$0	$1,213
9/30/42	$757	$358	$62	$32	$0	$1,209
9/30/43	$802	$315	$63	$28	$0	$1,209
9/30/44	$853	$270	$64	$24	$0	$1,211
9/30/45	$903	$222	$66	$20	$0	$1,211
9/30/46	$954	$171	$67	$15	$0	$1,207
9/30/47	$1,015	$118	$68	$10	$0	$1,212
9/30/48	$1,077	$61	$70	$5	$0	$1,213
Total	**$15,479**	**$17,203**	**$1,539**	**$1,471**	**($925)**	**$34,766**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix G-6
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 5 (40 Ft)**
Assessment	**$9,132.79**
Equivalent Unit	**0.59**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$500	$0	$0	($500)	$0
9/30/20	$0	$499	$17	$46	($11)	$551
9/30/21	$146	$499	$24	$46	($26)	$689
9/30/22	$152	$492	$22	$45	($10)	$702
9/30/23	$159	$486	$25	$44	$0	$714
9/30/24	$166	$479	$26	$43	$0	$713
9/30/25	$175	$470	$26	$43	$0	$715
9/30/26	$185	$462	$27	$42	$0	$715
9/30/27	$192	$452	$27	$41	$0	$712
9/30/28	$205	$443	$28	$40	$0	$716
9/30/29	$215	$433	$28	$39	$0	$715
9/30/30	$228	$421	$29	$38	$0	$716
9/30/31	$238	$408	$29	$37	$0	$712
9/30/32	$255	$395	$30	$35	$0	$715
9/30/33	$268	$381	$31	$34	$0	$714
9/30/34	$285	$366	$31	$33	$0	$715
9/30/35	$301	$351	$32	$31	$0	$715
9/30/36	$318	$334	$32	$30	$0	$714
9/30/37	$338	$317	$33	$28	$0	$716
9/30/38	$354	$298	$34	$27	$0	$713
9/30/39	$377	$279	$34	$25	$0	$715
9/30/40	$397	$257	$35	$23	$0	$713
9/30/41	$424	$235	$36	$21	$0	$715
9/30/42	$447	$211	$37	$19	$0	$713
9/30/43	$473	$186	$37	$17	$0	$713
9/30/44	$503	$159	$38	$14	$0	$715
9/30/45	$533	$131	$39	$12	$0	$714
9/30/46	$563	$101	$40	$9	$0	$712
9/30/47	$599	$69	$40	$6	$0	$715
9/30/48	$636	$36	$41	$3	$0	$716
Total	**$9,133**	**$10,150**	**$908**	**$868**	**($546)**	**$20,512**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

APPENDIX H
PHASE #1 ASSESSMENT ROLL

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix H-1
Phase #1 Assessment Roll

Parcel	**All Parcels**
Assessment	**$9,555,000**
Equivalent Units	**254.02**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$486,053	$0	$0	($486,053)	$0
9/30/20	$0	$484,706	$31,600	$47,775	($11,000)	$553,081
9/30/21	$175,000	$484,706	$42,000	$47,775	($31,272)	$718,209
9/30/22	$180,000	$477,488	$39,000	$46,900	($10,599)	$732,789
9/30/23	$190,000	$470,063	$37,885	$46,000	$0	$743,948
9/30/24	$200,000	$462,225	$38,643	$45,050	$0	$745,918
9/30/25	$205,000	$452,975	$39,416	$44,050	$0	$741,441
9/30/26	$215,000	$443,494	$40,204	$43,025	$0	$741,723
9/30/27	$230,000	$433,550	$41,008	$41,950	$0	$746,508
9/30/28	$240,000	$422,913	$41,828	$40,800	$0	$745,541
9/30/29	$250,000	$411,813	$42,665	$39,600	$0	$744,077
9/30/30	$265,000	$399,000	$43,518	$38,350	$0	$745,868
9/30/31	$275,000	$385,419	$44,388	$37,025	$0	$741,832
9/30/32	$290,000	$371,325	$45,276	$35,650	$0	$742,251
9/30/33	$305,000	$356,463	$46,182	$34,200	$0	$741,844
9/30/34	$325,000	$340,831	$47,105	$32,675	$0	$745,612
9/30/35	$340,000	$324,175	$48,047	$31,050	$0	$743,272
9/30/36	$360,000	$306,750	$49,008	$29,350	$0	$745,108
9/30/37	$380,000	$288,300	$49,989	$27,550	$0	$745,839
9/30/38	$400,000	$268,825	$50,988	$25,650	$0	$745,463
9/30/39	$420,000	$248,325	$52,008	$23,650	$0	$743,983
9/30/40	$445,000	$226,275	$53,048	$21,550	$0	$745,873
9/30/41	$465,000	$202,913	$54,109	$19,325	$0	$741,347
9/30/42	$495,000	$178,500	$55,191	$17,000	$0	$745,691
9/30/43	$520,000	$152,513	$56,295	$14,525	$0	$743,333
9/30/44	$550,000	$125,213	$57,421	$11,925	$0	$744,559
9/30/45	$580,000	$96,338	$58,570	$9,175	$0	$744,082
9/30/46	$610,000	$65,888	$59,741	$6,275	$0	$741,904
9/30/47	$645,000	$33,863	$60,936	$3,225	$0	$743,023
Total	**$9,555,000**	**$9,400,896**	**$1,326,072**	**$861,075**	**($538,924)**	**$20,604,120**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix H-2
Phase #1 Assessment Roll

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$37,615.15**
Equivalent Units	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$1,913	$0	$0	($1,913)	$0
9/30/20	$0	$1,908	$124	$188	($43)	$2,177
9/30/21	$689	$1,908	$165	$188	($123)	$2,827
9/30/22	$709	$1,880	$154	$185	($42)	$2,885
9/30/23	$748	$1,850	$149	$181	$0	$2,929
9/30/24	$787	$1,820	$152	$177	$0	$2,936
9/30/25	$807	$1,783	$155	$173	$0	$2,919
9/30/26	$846	$1,746	$158	$169	$0	$2,920
9/30/27	$905	$1,707	$161	$165	$0	$2,939
9/30/28	$945	$1,665	$165	$161	$0	$2,935
9/30/29	$984	$1,621	$168	$156	$0	$2,929
9/30/30	$1,043	$1,571	$171	$151	$0	$2,936
9/30/31	$1,083	$1,517	$175	$146	$0	$2,920
9/30/32	$1,142	$1,462	$178	$140	$0	$2,922
9/30/33	$1,201	$1,403	$182	$135	$0	$2,920
9/30/34	$1,279	$1,342	$185	$129	$0	$2,935
9/30/35	$1,338	$1,276	$189	$122	$0	$2,926
9/30/36	$1,417	$1,208	$193	$116	$0	$2,933
9/30/37	$1,496	$1,135	$197	$108	$0	$2,936
9/30/38	$1,575	$1,058	$201	$101	$0	$2,935
9/30/39	$1,653	$978	$205	$93	$0	$2,929
9/30/40	$1,752	$891	$209	$85	$0	$2,936
9/30/41	$1,831	$799	$213	$76	$0	$2,918
9/30/42	$1,949	$703	$217	$67	$0	$2,936
9/30/43	$2,047	$600	$222	$57	$0	$2,926
9/30/44	$2,165	$493	$226	$47	$0	$2,931
9/30/45	$2,283	$379	$231	$36	$0	$2,929
9/30/46	$2,401	$259	$235	$25	$0	$2,921
9/30/47	$2,539	$133	$240	$13	$0	$2,925
Total	**$37,615**	**$37,008**	**$5,220**	**$3,390**	**($2,122)**	**$81,112**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix H-3
Phase #1 Assessment Roll

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$30,468.27**
Equivalent Units	**0.81**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$1,550	$0	$0	($1,550)	$0
9/30/20	$0	$1,546	$101	$152	($35)	$1,764
9/30/21	$558	$1,546	$134	$152	($100)	$1,732
9/30/22	$574	$1,523	$124	$150	($34)	$1,763
9/30/23	$606	$1,499	$121	$147	$0	$1,766
9/30/24	$638	$1,474	$123	$144	$0	$1,741
9/30/25	$654	$1,444	$126	$140	$0	$1,711
9/30/26	$686	$1,414	$128	$137	$0	$1,680
9/30/27	$733	$1,382	$131	$134	$0	$1,647
9/30/28	$765	$1,349	$133	$130	$0	$1,612
9/30/29	$797	$1,313	$136	$126	$0	$1,575
9/30/30	$845	$1,272	$139	$122	$0	$1,533
9/30/31	$877	$1,229	$142	$118	$0	$1,489
9/30/32	$925	$1,184	$144	$114	$0	$1,442
9/30/33	$973	$1,137	$147	$109	$0	$1,393
9/30/34	$1,036	$1,087	$150	$104	$0	$1,341
9/30/35	$1,084	$1,034	$153	$99	$0	$1,286
9/30/36	$1,148	$978	$156	$94	$0	$1,228
9/30/37	$1,212	$919	$159	$88	$0	$1,167
9/30/38	$1,275	$857	$163	$82	$0	$1,102
9/30/39	$1,339	$792	$166	$75	$0	$1,033
9/30/40	$1,419	$722	$169	$69	$0	$959
9/30/41	$1,483	$647	$173	$62	$0	$881
9/30/42	$1,578	$569	$176	$54	$0	$799
9/30/43	$1,658	$486	$180	$46	$0	$712
9/30/44	$1,754	$399	$183	$38	$0	$620
9/30/45	$1,849	$307	$187	$29	$0	$523
9/30/46	$1,945	$210	$190	$20	$0	$421
9/30/47	$2,057	$108	$194	$10	$0	$313
Total	**$30,468**	**$29,977**	**$4,228**	**$2,746**	**($1,718)**	**$35,233**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix H-4
Phase #1 Assessment Roll

Parcel	**Lot Type 3 (60 Ft)**
Assessment	**$25,578.30**
Equivalent Units	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/30/19	$0	$1,301	$0	$0	($1,301)	$0
9/30/20	$0	$1,298	$85	$128	($29)	$1,481
9/30/21	$468	$1,298	$112	$128	($84)	$1,454
9/30/22	$482	$1,278	$104	$126	($28)	$1,480
9/30/23	$509	$1,258	$101	$123	$0	$1,483
9/30/24	$535	$1,237	$103	$121	$0	$1,461
9/30/25	$549	$1,213	$106	$118	$0	$1,436
9/30/26	$576	$1,187	$108	$115	$0	$1,410
9/30/27	$616	$1,161	$110	$112	$0	$1,383
9/30/28	$642	$1,132	$112	$109	$0	$1,353
9/30/29	$669	$1,102	$114	$106	$0	$1,323
9/30/30	$709	$1,068	$116	$103	$0	$1,287
9/30/31	$736	$1,032	$119	$99	$0	$1,250
9/30/32	$776	$994	$121	$95	$0	$1,211
9/30/33	$816	$954	$124	$92	$0	$1,169
9/30/34	$870	$912	$126	$87	$0	$1,126
9/30/35	$910	$868	$129	$83	$0	$1,080
9/30/36	$964	$821	$131	$79	$0	$1,031
9/30/37	$1,017	$772	$134	$74	$0	$979
9/30/38	$1,071	$720	$136	$69	$0	$925
9/30/39	$1,124	$665	$139	$63	$0	$867
9/30/40	$1,191	$606	$142	$58	$0	$805
9/30/41	$1,245	$543	$145	$52	$0	$740
9/30/42	$1,325	$478	$148	$46	$0	$671
9/30/43	$1,392	$408	$151	$39	$0	$598
9/30/44	$1,472	$335	$154	$32	$0	$521
9/30/45	$1,553	$258	$157	$25	$0	$439
9/30/46	$1,633	$176	$160	$17	$0	$353
9/30/47	$1,727	$91	$163	$9	$0	$262
Total	**$25,578**	**$25,166**	**$3,550**	**$2,305**	**($1,443)**	**$29,578**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

APPENDIX I
PROPOSED PHASE #2 ASSESSMENT ROLL

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix I-1
Proposed Phase #2 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**$5,938,154**
Assessment	**143.60**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$79,000	$342,038	$40,000	$461,038
2	$83,000	$337,487	$40,800	$461,287
3	$87,000	$332,706	$41,616	$461,322
4	$91,000	$327,695	$42,448	$461,144
5	$95,000	$322,454	$43,297	$460,751
6	$99,000	$316,982	$44,163	$460,145
7	$104,000	$311,279	$45,046	$460,326
8	$109,000	$305,289	$45,947	$460,236
9	$114,000	$299,010	$46,866	$459,877
10	$119,000	$292,444	$47,804	$459,248
11	$125,000	$285,590	$48,760	$459,349
12	$131,000	$278,390	$49,735	$459,125
13	$138,000	$270,844	$50,730	$459,574
14	$145,000	$262,895	$51,744	$459,640
15	$152,000	$254,543	$52,779	$459,322
16	$160,000	$245,788	$53,835	$459,623
17	$168,000	$236,572	$54,911	$459,483
18	$177,000	$226,895	$56,010	$459,905
19	$186,000	$216,700	$57,130	$459,830
20	$196,000	$205,986	$58,272	$460,259
21	$206,000	$194,697	$59,438	$460,135
22	$217,000	$182,831	$60,627	$460,458
23	$228,000	$170,332	$61,839	$460,171
24	$240,000	$157,199	$63,076	$460,275
25	$253,000	$143,375	$64,337	$460,713
26	$266,000	$128,802	$65,624	$460,427
27	$455,000	$113,481	$66,937	$635,418
28	$479,000	$87,273	$68,275	$634,548
29	$505,000	$59,682	$69,641	$634,323
30	$531,154	$30,594	$71,034	$632,782
Total	**$5,938,154**	**$6,939,857**	**$1,622,723**	**$14,500,734**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated assuming an estimated interest rate of 5.76% and will be updated at the time of levy.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix I-2
Proposed Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$37,630.36**
Equivalent Unit	**0.91**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$501	$2,168	$253	$2,922
2	$526	$2,139	$259	$2,923
3	$551	$2,108	$264	$2,923
4	$577	$2,077	$269	$2,922
5	$602	$2,043	$274	$2,920
6	$627	$2,009	$280	$2,916
7	$659	$1,973	$285	$2,917
8	$691	$1,935	$291	$2,917
9	$722	$1,895	$297	$2,914
10	$754	$1,853	$303	$2,910
11	$792	$1,810	$309	$2,911
12	$830	$1,764	$315	$2,909
13	$875	$1,716	$321	$2,912
14	$919	$1,666	$328	$2,913
15	$963	$1,613	$334	$2,911
16	$1,014	$1,558	$341	$2,913
17	$1,065	$1,499	$348	$2,912
18	$1,122	$1,438	$355	$2,914
19	$1,179	$1,373	$362	$2,914
20	$1,242	$1,305	$369	$2,917
21	$1,305	$1,234	$377	$2,916
22	$1,375	$1,159	$384	$2,918
23	$1,445	$1,079	$392	$2,916
24	$1,521	$996	$400	$2,917
25	$1,603	$909	$408	$2,920
26	$1,686	$816	$416	$2,918
27	$2,883	$719	$424	$4,027
28	$3,035	$553	$433	$4,021
29	$3,200	$378	$441	$4,020
30	$3,366	$194	$450	$4,010
Total	**$37,630**	**$43,978**	**$10,283**	**$91,892**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated assuming an estimated interest rate of 5.76% and will be updated at the time of levy.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix I-3
Proposed Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$32,668.12**
Equivalent Unit	**0.79**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$435	$1,882	$220	$2,536
2	$457	$1,857	$224	$2,538
3	$479	$1,830	$229	$2,538
4	$501	$1,803	$234	$2,537
5	$523	$1,774	$238	$2,535
6	$545	$1,744	$243	$2,531
7	$572	$1,712	$248	$2,532
8	$600	$1,680	$253	$2,532
9	$627	$1,645	$258	$2,530
10	$655	$1,609	$263	$2,527
11	$688	$1,571	$268	$2,527
12	$721	$1,532	$274	$2,526
13	$759	$1,490	$279	$2,528
14	$798	$1,446	$285	$2,529
15	$836	$1,400	$290	$2,527
16	$880	$1,352	$296	$2,529
17	$924	$1,301	$302	$2,528
18	$974	$1,248	$308	$2,530
19	$1,023	$1,192	$314	$2,530
20	$1,078	$1,133	$321	$2,532
21	$1,133	$1,071	$327	$2,531
22	$1,194	$1,006	$334	$2,533
23	$1,254	$937	$340	$2,532
24	$1,320	$865	$347	$2,532
25	$1,392	$789	$354	$2,535
26	$1,463	$709	$361	$2,533
27	$2,503	$624	$368	$3,496
28	$2,635	$480	$376	$3,491
29	$2,778	$328	$383	$3,490
30	$2,922	$168	$391	$3,481
Total	**$32,668**	**$38,179**	**$8,927**	**$79,774**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated assuming an estimated interest rate of 5.76% and will be updated at the time of levy.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix I-4
Proposed Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 4 (84 Ft)**
Assessment	**$41,352.05**
Equivalent Unit	**1.00**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$550	$2,382	$279	$3,211
2	$578	$2,350	$284	$3,212
3	$606	$2,317	$290	$3,213
4	$634	$2,282	$296	$3,211
5	$662	$2,245	$302	$3,209
6	$689	$2,207	$308	$3,204
7	$724	$2,168	$314	$3,206
8	$759	$2,126	$320	$3,205
9	$794	$2,082	$326	$3,202
10	$829	$2,037	$333	$3,198
11	$870	$1,989	$340	$3,199
12	$912	$1,939	$346	$3,197
13	$961	$1,886	$353	$3,200
14	$1,010	$1,831	$360	$3,201
15	$1,058	$1,773	$368	$3,199
16	$1,114	$1,712	$375	$3,201
17	$1,170	$1,647	$382	$3,200
18	$1,233	$1,580	$390	$3,203
19	$1,295	$1,509	$398	$3,202
20	$1,365	$1,434	$406	$3,205
21	$1,435	$1,356	$414	$3,204
22	$1,511	$1,273	$422	$3,207
23	$1,588	$1,186	$431	$3,205
24	$1,671	$1,095	$439	$3,205
25	$1,762	$998	$448	$3,208
26	$1,852	$897	$457	$3,206
27	$3,169	$790	$466	$4,425
28	$3,336	$608	$475	$4,419
29	$3,517	$416	$485	$4,417
30	$3,699	$213	$495	$4,407
Total	**$41,352**	**$48,328**	**$11,300**	**$100,980**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated assuming an estimated interest rate of 5.76% and will be updated at the time of levy.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Appendix I-5
Proposed Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 5 (40 Ft)**
Assessment	**$24,397.71**
Equivalent Unit	**0.59**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$325	$1,405	$164	$1,894
2	$341	$1,387	$168	$1,895
3	$357	$1,367	$171	$1,895
4	$374	$1,346	$174	$1,895
5	$390	$1,325	$178	$1,893
6	$407	$1,302	$181	$1,891
7	$427	$1,279	$185	$1,891
8	$448	$1,254	$189	$1,891
9	$468	$1,229	$193	$1,889
10	$489	$1,202	$196	$1,887
11	$514	$1,173	$200	$1,887
12	$538	$1,144	$204	$1,886
13	$567	$1,113	$208	$1,888
14	$596	$1,080	$213	$1,888
15	$625	$1,046	$217	$1,887
16	$657	$1,010	$221	$1,888
17	$690	$972	$226	$1,888
18	$727	$932	$230	$1,890
19	$764	$890	$235	$1,889
20	$805	$846	$239	$1,891
21	$846	$800	$244	$1,891
22	$892	$751	$249	$1,892
23	$937	$700	$254	$1,891
24	$986	$646	$259	$1,891
25	$1,039	$589	$264	$1,893
26	$1,093	$529	$270	$1,892
27	$1,869	$466	$275	$2,611
28	$1,968	$359	$281	$2,607
29	$2,075	$245	$286	$2,606
30	$2,182	$126	$292	$2,600
Total	**$24,398**	**$28,513**	**$6,667**	**$59,578**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated assuming an estimated interest rate of 5.76% and will be updated at the time of levy.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

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 14, 2022 at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Phase #2 of the Cambridge Crossing Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The proposed Authorized Improvements to be undertaken at this time for the benefit of property within Phase #2 of the District (the "Phase #2 Improvements") include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; acquisition, construction, and improvement of water, wastewater, sanitary sewer, and storm drainage improvements and facilities; and other projects authorized by the Act; (ii) payment of costs associated with developing and financing the public improvements listed above, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against property within the District; and (iii) payment of costs of establishing, administering, and operating the District.

The estimated total costs of the Phase #2 Improvements, including administrative costs and the costs of issuing bonds, is $5,938,154.

The boundaries of the District include approximately 484.074 acres of land generally located directly north of County Road 7, directly east of County Road 6, south of FM 428, and west of Dallas Parkway, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessments against benefitted property within Phase #2 of the District will be considered at the public hearing.

A copy of the proposed Phase #2 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Phase #2 of the District that benefits from the Phase #2 Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Attachment: Draft Resolution (Cambridge Crossing - PID Pre-SAP)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Mustang Ranch - PID Pre-SAP

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

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2022-__R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN PHASE #6 OF THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN UPDATED FOR PHASE #6, INCLUDING A PROPOSED PHASE #6 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED PHASE #6 ASSESSMENT ROLL WITH THE CITY SECRETARY OR DEPUTY CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR JUNE 14, 2022 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN PHASE #6 OF THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”) authorizes the City of Celina, Texas (the "City") to create a public improvement district within the City or the extraterritorial jurisdiction of the City; and

WHEREAS, on February 11, 2008, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City on January 24, 2008 titled "Petition for the Creation of a Public Improvement District Within the ETJ of the City of Celina, Texas, for the Lakes as Mustang Ranch Development" requesting the creation of a public improvement district; and

WHEREAS, on March 10, 2008, the City Council adopted Resolution No. 2008-06R (the "Authorization Resolution"), authorizing, establishing, and creating the “Lakes at Mustang Ranch Public Improvement District” (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of up to $111,000,000 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, pursuant to ordinances adopted by the City Council on January 13, 2015 the City Council approved The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan, including the Phases #2-9 Major Improvement Assessment Roll and the Phase #1 Assessment Roll (the “Original SAP”), levied special assessments for the construction of the Phases #2-9 Major Improvements against property within the District, levied special assessments

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

for the construction of the Phase #1 Improvements against property within Phase #1 of the District, and established a lien on such property; and

WHEREAS, the City Council and the City staff have been presented a preliminary service and assessment plan updated for Phase #6, including a proposed Phase #6 Assessment Roll attached thereto (the "Preliminary Updated SAP"), which updates the Original SAP (as amended and restated by Annual Service Plan Updates and other updates to the Original SAP previously approved by the City Council) for the District to include assessments proposed to be levied against property within Phase #6 of the District that benefit from the "Phase #6 Projects". A copy of the Preliminary Updated SAP is (i) attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area constituting Phase #6 of the District, (iv) identifies the costs of the Phase #6 Projects, and (v) sets forth the proposed assessment roll for Phase #6 (the "Proposed Phase #6 Assessment Roll"); and

WHEREAS, the Preliminary Updated SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time and the Phase #6 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Phase #6 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary Updated SAP; and

WHEREAS, the PID Act requires that the Proposed Phase #6 Assessment Roll be filed with the municipal secretary (the "City Secretary") or other officer performing the functions of the municipal secretary, such as the Deputy City Secretary of the City (the "Deputy City Secretary") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments against the benefitted property within Phase #6 of the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID 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 and in the part of the City's extraterritorial jurisdiction in which the District is located or in which the Phase #6 Projects are to be undertaken before the tenth (10th) day before the date of the Assessment Hearing.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

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

SECTION 1. 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. The City Council does hereby accept the Preliminary Updated SAP for the District, including the Proposed Phase #6 Assessment Roll, in a form substantially similar to the attached **Exhibit A**, and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Updated SAP.

SECTION 3. The City Council hereby determines that the total costs of the Phase #6 Projects to be financed by the District are as set forth in Table IV-I of the Preliminary Updated SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Phase #6 Projects, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final Phase #6 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Phase #6 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in Phase #6 of the District that benefits from the Phase #6 Projects, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary Updated SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Phase #6 Assessment Roll with the Deputy City Secretary and directs the Deputy City Secretary to make the same available for public inspection.

SECTION 7. The City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing, as defined above) to be held on **June 14, 2022, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, 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

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

consider an ordinance levying the assessments as special assessments on property located within Phase #6 of the District that benefits from the Phase #6 Projects and which ordinance shall specify the method of payment of the assessments.

SECTION 8. The City Council hereby authorizes and directs the Deputy City Secretary to publish notice of the Assessment Hearing to be held on **June 14, 2022**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located or in which the Phase #6 Projects are to be undertaken, on or before **June 2, 2022**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Phase #6 Assessment Roll is filed with the Deputy City Secretary, the City Council hereby authorizes and directs the Deputy City Secretary, on or before **June 2, 2022** to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **June 14, 2022**, as required by Section 372.016(c) of the PID Act.

SECTION 10. 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 14, 2022** meeting of the City Council.

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

[*Remainder of Page Intentionally Left Blank*]

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

ADOPTED, PASSED, AND APPROVED on this the 10th day of May, 2022.

_____
Mayor

ATTEST:

_____
Deputy City Secretary

(City Seal)

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

EXHIBIT A

PRELIMINARY UPDATED SAP

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

January 13, 2015
As updated for Phase #2 on December 13, 2016,
updated for Phase #3 on December 10, 2019,
updated for Phase #4 on July 14, 2020,
amended and restated for Phase #1 Refunding on August 11, 2020, updated for Phase #5 on June 8, 2021, and
updated for Phase #6 on _____, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

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RECITALS

WHEREAS, a petition was submitted by the petitioners and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district then located in the extraterritorial jurisdiction of the City to be known as The Lakes at Mustang Ranch Public Improvement District (the "PID"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District ("CCAD"), and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the PID; and

WHEREAS, on February 11, 2008, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on March 10, 2008, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2008-06R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the Actual Costs of certain Authorized Improvements; and

WHEREAS, on March 27, 2008, the City published notice of its authorization of the PID in the McKinney Courier-Gazette and the Celina Record, newspapers of general circulation in Collin County, the City and the extraterritorial jurisdiction of the City, respectively; and

WHEREAS, no written protests of the PID from any owners of record of property within the PID were filed with the City Secretary within 20 days after March 27, 2008; and

WHEREAS, on November 18, 2014, the City Council by Resolution 2014-60R (i) approved a preliminary service and assessment plan prepared in accordance with Sections 372.13 and 372.14 of the PID Act that determined the costs of certain authorized improvements for the benefit of "Phase #1" and "Phases #2-9" of the PID, including proposed assessment rolls (the "Phase #1 Assessment Roll" and "Phases #2-9 Assessment Roll") as required by Section 372.016(a) of the PID Act; (ii) directed the City Secretary to file said proposed assessment rolls and to make both available for public inspection as required by Section 372.016(b); (iii) called a special meeting and public hearing for December 9, 2014, for the purpose of hearing and passing on any objections to the proposed assessments shown on the proposed Phase #1 Assessment Roll and Phases #2-9 Assessment Roll; and (iv) directed the City Secretary to publish and mail notice of such December 9, 2014 public hearing as required by Section 372.016(b) of the PID Act; and

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WHEREAS, after publishing and mailing notice as require by the PID Act, the City Council convened the hearing on December 9, 2014 and then the City Council recessed such public hearing until January 13, 2015; and

WHEREAS, on January 13, 2015, the City Council reconvened the public hearing first opened on December 9, 2014, , and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. 2015-02 (the "Phase #1 Assessment Ordinance") which approved and accepted the Service and Assessment Plan dated January 13, 2015 (the "Original Service and Assessment Plan") in conformity with the requirements of the PID Act, and levied the Phase #1 Assessments, as provided in the Service and Assessment Plan and the Phase #1 Assessment Roll and approved Ordinance No. 2015-03 (the "Phases #2-9 Assessment Ordinance") which approved and accepted the Original Service and Assessment Plan in conformity with the requirements of the PID Act, and levied the Phases #2-9 Assessments, as provided in the Original Service and Assessment Plan and the Phases #2-9 Assessment Roll; and

WHEREAS, the City levied the Phase #1 Assessments on the Phase #1 Assessed Property for the Phase #1 Improvements (as defined in the Original Service and Assessment Plan) and the Phases #2-9 Assessments on the Phases #2-9 Major Improvement Area Assessed Property for the Major Improvements allocable to Phases #2-9 of the PID (the "Phases #2-9 Major Improvements") described in Section III of the Original Service and Assessment Plan), constructed and installed in accordance with the Original Service and Assessment Plan, as amended or updated from time to time; and

WHEREAS, the Phase #1 Assessments and Phases #2-9 Assessments each included a "City Improvement Portion" related to certain water and sewer Major Improvements as described in Section III of the Original Service and Assessment Plan (the "2015 CCMI Assessment"); and

WHEREAS, the City Council has previously issued the City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phase #1 Project) (the "Phase #1 Bonds"), which are secured by the Phase #1 Assessments (excluding the portion of the 2015 CCMI Assessment allocable to Phase #1) which were levied against the assessable property located within the first construction phase of the District ("Phase #1"); and

WHEREAS, the City Council has previously issued the City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phases #2-9 Major Improvement Project) (the "Phases #2-9 Major Improvement Area Bonds", and together with the Phase #1 Bonds, the "2015 PID Bonds"), which are secured by the Phases #2-9 Assessments (excluding the portion of 2015 CCMI Assessment allocable to Phases #2-9) which were levied against the assessable property outside of Phase #1 of the District ("Phase #2-9"); and

WHEREAS, in connection with the 2015 PID Bonds, the City Council approved Resolution No. 2015-01R on January 13, 2015, authorizing that certain "*Reimbursement Agreement – The Lakes at Mustang Ranch Public Improvement District*, effective January 13, 2015, by and between the Developer and the City in which the Developer agrees to fund the costs of Authorized

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Improvements that specially benefit the assessable property within the PID and the City agrees to reimburse the Developer for a portion of such costs funded by the Developer with interest as permitted by Section 372.023(d)(1) of the Act; and

WHEREAS, on December 13, 2016, the City Council adopted Ordinance No. 2016-84, recorded as Document No. 2022022500314270 in the real property records of the County on February 25, 2022, that approved an update to the Service and Assessment Plan and levied assessments on Phase #2 for the Phase #2 Improvements; and

WHEREAS, on December 10, 2019, the City Council adopted Ordinance No. 2019-51, recorded as Document No. 20200102000005770 in the real property records of the County on January 2, 2020, that approved an update to the Service and Assessment Plan and levied assessments on Phase #3 for the Phase #3 Improvements; and

WHEREAS, on July 14, 2020, the City Council adopted Ordinance No. 2020-50, recorded as Document No. 20200716001107540 in the real property records of the County on July 16, 2020, that approved an update to the Service and Assessment Plan and levied assessments on Phase #4 for the Phase #4 Improvements; and

WHEREAS, Chapter 1207, Texas Government Code, as amended, and the PID Act, provide that the City is authorized to issue refunding bonds for the purpose of refunding the Refunded Bonds and restructuring the City's debt service requirements, and to accomplish such refunding by depositing directly with the trustee under the indenture of trust related to the Refunded Bonds, the proceeds of such refunding bonds, together with other available finds, in an amount sufficient to provide for the payment or redemption of such Refunded Bonds, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the City Council has previously issued revenue bonds, in accordance with the PID Act and Chapter 1207, Texas Government Code, as amended, to refund a portion of the Phase #1 Bonds, such bonds are entitled "City of Celina, Texas, Special Assessment Revenue Refunding Bonds Series 2020 (The Lakes at Mustang Ranch Public Improvement District Phase #1 Project)" (the "Phase #1 Refunding Bonds"), such Phase #1 Refunding Bonds are payable solely from the Assessment Revenue and other funds pledged under the Indenture related to the Phase #1 Refunding Bonds to the payment of the Phase #1 Refunding Bonds and for the purposes set forth in the Indenture related to the Phase #1 Refunding Bonds; and

WHEREAS, in connection with the Phase #1 Refunding Bonds, the City Council approved an amendment and restatement to the Service and Assessment Plan, as it had been previously updated (the "2020 Amended and Restated Service and Assessment Plan"), and pursuant to direction from the Administrator that the conditions required for completely reducing the 2015 CCMI Assessments, the City has formally released the 2015 CCMI Assessment portion of the Phase #1 Assessment and the Phases #2-9 Assessment; and

WHEREAS, on June 8, 2021, the City Council adopted Ordinance No. 2021-48, recorded as Document No. 20211221002567660 in the real property records of the County on December 21,

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2021, that approved an update to the 2020 Amended and Restated Service and Assessment Plan and levied Assessments on Phase #5 for the Phase #5 Improvements; and

WHEREAS, construction is progressing within the sixth construction phase of the District ("Phase #6") and the City wishes to update the 2020 Amended and Restated Service and Assessment Plan, as previously updated, to levy of Assessments against property within Phase #6 of the District for the Phase #6 Improvements and to prepare for the potential issuance of bonds to be secured by these Assessments levied against property within Phase #6 of the District;

NOW, THEREFORE, the 2020 Amended and Restated Service and Assessment Plan, as previously updated, is further updated for Phase #6 as follows:

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On March 10, 2008 the City Council of the City of Celina, Texas passed Resolution No. 2008-06R approving and authorizing the creation of The Lakes at Mustang Ranch Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID, all of which is located within the City.

The property in the PID is proposed to be developed in approximately nine phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be provided for that phase. Additionally, certain improvements that benefit the entire PID and certain improvements that benefit property within each phase will be paid for by the Developer without reimbursement.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Original Service and Assessment Plan, as updated from time to time, and as amended and restated by the 2020 Amended and Restated Service and Assessment Plan (as updated), and as further updated by this Amended and Restated The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan updated for Phase #6 (the Original Service and Assessment Plan, the 2020 Amended and Restated Service and Assessment Plan and all updates are referred to collectively as the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter. The Assessment Rolls for the PID are included as Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix

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K, and Appendix L of this Service and Assessment Plan. The Assessments as shown on each applicable Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

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

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

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

"Additional Interest Component" mean the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"**Additional Interest Reserve"** means, with respect to the Phase #1 Refunding Bonds, a reserve amount to be funded from Additional Interest Component Collected each year as more fully described in Section V.J of this Service and Assessment Plan.

"Additional Major Improvements" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.C. Assessments will be levied against property within Phase #6 and the Future Phases only to pay for the Actual Costs of the Additional Major Improvements allocable to Phase #6 and the Future Phases, respectively. The

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Actual Costs of the Additional Major Improvements allocable to Phase #1, Phase #2, Phase #3, Phase #4, and Phase #5 will be paid by the Developer without reimbursement.

"Administrator" means the employee or designee of the City, identified in any Trust Indenture relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

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

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments, including interest, as shown on the Assessment Rolls attached hereto as Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the amount collected as the Additional Interest Component for the following (as applicable): (A) the Prepayment Reserve described in Section V of this Service and Assessment Plan (with respect to the Phases #2-9 Major Improvement Area Bonds), (B) the Delinquency Reserve in Section V of this Service and Assessment Plan (with respect to the Phases #2-9 Major Improvement Area Bonds) and/or (C) the Additional Interest Reserve described in Section V of this Service and Assessment Plan (with respect to the Phase #1 Refunding Bonds); and (iii) the Administrative Expenses.

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

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

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"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

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

"Assessment Roll" means, as applicable, the Phases #2-9 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, the Phase #4 Assessment Roll, the Phase #5 Assessment Roll, the Phase #6 Assessment Roll, or an Assessment Roll for Future Phases of development or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

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

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

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

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

"City" means the City of Celina, Texas.

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

"**County**" means Collin County, Texas.

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

"**Delinquency Reserve"** means, with respect to the Phases #2-9 Major Improvement Area Bonds, a reserve amount to be funded from additional interest collected each year as more fully described in Section V.H of this Service and Assessment Plan.

"Developer" means Celina 682 Partners, L.P., a Texas limited partnership.

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

"**Future Phases**" means Phases that are fully developed after Phase #1, Phase #2, Phase #3, Phase #4, Phase #5, and Phase #6, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for illustration only. It is anticipated each Future Phase will be assessed for improvements benefitting the specific Phase as well as that specific Future Phase's allocable share of the Additional Major Improvements.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowners' association.

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

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

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

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

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

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

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

"**Phase #1 Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to Phase #1, which are described in Section III.C.

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

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

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

"Phase #1 Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Improvement District Phase #1 Project)" that were secured by Phase #1 Assessment Revenues and which have been refunded by the Phase #1 Refunding Bonds.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

"**Phase #1 Initial Projects**" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #1and (ii) the Phase #1 Improvements, which are described in Section III.

"Phase #1 Refunding Bonds" means those certain "City of Celina, Texas, Special Assessment Revenue Refunding Bonds, Series 2020 (Lakes at Mustang Ranch Public Improvement District Phase #1 Project)" issued by the City to refund the Phase #1 Bonds relating to the Phase #1 Initial Projects.

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

"**Phase #2 Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to Phase #2, which are described in Section III.C.

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

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

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

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

"Phase #2 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #2, and (ii) the Phase #2 Improvements, which are described in Section III.

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

"**Phase #3 Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to Phase #3, which are described in Section III.C.

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

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

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

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

"Phase #3 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #3, and (ii) the Phase #3 Improvements, which are described in Section III.

"Phase #4" means the fourth Phase to be developed, identified as "Phase #4" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix J.

"**Phase #4 Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to Phase #4, which are described in Section III.C.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

"**Phase #4 Assessed Property**" means all Parcels within Phase #4 other than Non-Benefited Property and shown in the Phase #4 Assessment Roll against which an Assessment relating to the Phase #4 Improvements is levied.

"**Phase #4 Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #4 Assessed Property, or the Annual Installments thereof, for a portion of the Phase #4 Improvements.

"Phase #4 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix J**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"**Phase #4 Improvements**" mean the Authorized Improvements which only benefit Phase #4 Assessed Property and are described in Section III.G.

"Phase #4 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #4, and (ii) the Phase #4 Improvements, which are described in Section III.

"Phase #5" means the fifth Phase to be developed, identified as "Phase #5" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown on the Final Plat Mustang Lakes Phase Five approved by the City on August 10, 2021 and recorded in the real property records of the County as Document No. 20210811010002910 on August 11, 2021.

"**Phase #5 Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to Phase #5, which are described in Section III.C.

"**Phase #5 Assessed Property**" means all Parcels within Phase #5 other than Non-Benefited Property and shown in the Phase #5 Assessment Roll against which an Assessment relating to the Phase #5 Improvements is levied.

"**Phase #5 Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #5 Assessed Property, or the Annual Installments thereof, for a portion of the Phase #5 Improvements.

"Phase #5 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix K**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"**Phase #5 Improvements**" mean the Authorized Improvements which only benefit Phase #5 Assessed Property and are described in Section III.H.

"Phase #5 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #5, and (ii) the Phase #5 Improvements, which are described in Section III.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

"Phase #6" means the sixth Phase to be developed, identified as "Phase #6" and generally shown in the PID map in Appendix A, and as described in the legal description for Phase #6 in Appendix A

"**Phase #6 Assessed Property**" means all Parcels within Phase #6 other than Non-Benefited Property and shown in the Phase #6 Assessment Roll against which an Assessment relating to the Phase #6 Projects is levied.

"**Phase #6 Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #6 Assessed Property, or the Annual Installments thereof, for the Phase #6 Projects.

"Phase #6 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix L**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"**Phase #6 Improvements**" mean the Authorized Improvements which only benefit Phase #6 Assessed Property and are described in Section III.I.

""**Phase #6 Initial Projects"** mean the pro rata portion of the Initial Major Improvements allocable to Phase #6.

"Phase #6 Projects" mean (i) the pro rata portion of the Additional Major Improvements allocable to Phase #6, and (ii) the Phase #6 Improvements, which are described in Section III.

"Phases #2-9 Major Improvement Area" mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"**Phases #2-9 Major Improvement Area Additional Projects**" means the pro rata portion of the Additional Major Improvements allocable to the Phases #2-9 Major Improvement Area and are described in Section III.D.

"Phases #2-9 Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"**Phases #2-9 Major Improvement Area Initial Projects**" means the pro rata portion of the Initial Major Improvements allocable to the Phases #2-9 Major Improvement Area and are described in Section III.D.

"**Phases #2-9 Major Improvement Area Assessment Revenues**" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against the Phases #2-9 Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Phases #2-9 Major Improvement Area Projects, excluding the pro rata portion of the Additional Major Improvements allocable to the Phases #2-9 Major Improvement Area.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

"Phases #2-9 Major Improvement Area Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phases #2-9 Major Improvement Area Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Improvement District Phases #2-9 Major Improvement Project)" that are secured by Phases #2-9 Major Improvement Area Assessment Revenues.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"Planned Development Regulations" means the development regulations included as Exhibit D to the Amended and Restated Development Agreement dated as of October 23, 2014 and recorded in the Official Public Records of Collin County, Texas, on November 7, 2014, at document number 20141107001222280.

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

"**Prepayment Reserve"** means, with respect to the Phases #2-9 Major Improvement Area Bonds, a reserve amount to be funded from additional interest collected each year as more fully described in Section V.G of this Service and Assessment Plan.

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

"Reimbursement Agreement" means that certain Reimbursement Agreement – The Lakes at Mustang Ranch Public Improvement District, effective January 13, 2015, by and between the Developer and the City in which the Developer agrees to fund certain Actual Costs of Authorized improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by Section 372.023(d)(1) of the Act.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be updated and/or amended from time to time.

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

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

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

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is located within the City limits and contains approximately 682 acres of land. A map of the property and each Phase within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,701 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the PID. The estimated number of Lots (1,701) and the classification of each Lot are based upon the revised development plan. Development within the Future Phases (i.e., Phases #7-9) is subject to change and this Service and Assessment Plan will be updated as Assessments are levied for Authorized Improvements within each of these Future Phases.

The property within the PID was originally proposed to be developed as shown Table II-A.

Table II-A
Proposed Development - Original

Lot Type	Quantity	Measurement
Single Family – One acre	49	Units
Single Family – 100 Ft	25	Units
Single Family – 86 Ft	170	Units
Single Family – 74 Ft	457	Units
Single Family – 60 Ft	508	Units
Single Family – 50 Ft	590	Units
Total	**1,799**	**Units**

The original development plan was revised in 2016 and the revised lot count and lot mix is shown in Table II-B.

Table II-B
Proposed Development – Revised 2016

Lot Type	Quantity	Measurement
Single Family – One acre	48	Units
Single Family – 100 Ft	18	Units
Single Family – 86 Ft	163	Units
Single Family – 74 Ft	458	Units
Single Family – 60 Ft	495	Units
Single Family – 50 Ft	590	Units
Total	**1,772**	**Units**

The 2016 revised development plan was revised in 2021 and the revised lot count and lot mix is shown in Table II-C.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table II-C
Proposed Development – Revised 2021

Lot Type	Quantity	Measurement
Single Family – One acre	32	Units
Single Family – 100 Ft	58	Units
Single Family – 86 Ft	262	Units
Single Family – 74 Ft	375	Units
Single Family – 65 Ft	69	Units
Single Family – 60 Ft	334	Units
Single Family – 50 Ft	594	Units
Total	**1,724**	**Units**

The 2021 revised development plan is being revised in 2022 and the revised lot count and lot mix is shown in Table II-D.

Table II-D
Proposed Development – Revised 2022

Lot Type	Quantity	Measurement
Single Family – One acre	33	Units
Single Family – 100 Ft	58	Units
Single Family – 86 Ft	280	Units
Single Family – 74 Ft	362	Units
Single Family – 65 Ft	167	Units
Single Family – 60 Ft	325	Units
Single Family – 50 Ft	343	Units
Single Family – 40 Ft	73	Units
Single Family – 35 Ft	60	Units
Total	**1,701**	**Units**

B. Property Included in the Phases #2-9 Major Improvement Area

The Phases #2-9 Major Improvement Area consists of approximately 504 acres and is currently projected to contain 1,366 single family residential units (including the 360 units in Phase #2, 195 single units in Phase #3, 9 units in Phase #4, 96 units in Phase #5, and 257 units in Phase #6). A map of the property depicting the boundaries of each Phase and the proposed boundaries of each Future Phase is shown in Appendix A.

The property within the Phases #2-9 Major Improvement Area was originally proposed to be developed as shown Table II-E.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table II-E
Proposed Development – Phases #2-9 Major Improvement Area - Original

Lot Type	Quantity	Measurement
Single Family – One acre	31	Units
Single Family – 100 Ft	25	Units
Single Family – 86 Ft	123	Units
Single Family – 74 Ft	401	Units
Single Family – 60 Ft	404	Units
Single Family – 50 Ft	481	Units
Total	**1,465**	**Units**

The original development plan was revised in 2016 and the revised lot count and lot mix for the Phases #2-9 Major Improvement Area is shown in Table II-F.

Table II-F
Proposed Development – Phases #2-9 Major Improvement Area – Revised 2016

Lot Type	Quantity	Measurement
Single Family – One acre	30	Units
Single Family – 100 Ft	18	Units
Single Family – 86 Ft	115	Units
Single Family – 74 Ft	402	Units
Single Family – 60 Ft	391	Units
Single Family – 50 Ft	481	Units
Total	**1,437**	**Units**

The 2016 revised development plan was revised in 2021 and the revised lot count and lot mix for the Phases #2-9 Major Improvement Area is shown in Table II-G.

Table II-G
Proposed Development – Phases #2-9 Major Improvement Area – Revised 2021

Lot Type	Quantity	Measurement
Single Family – One acre	14	Units
Single Family – 100 Ft	58	Units
Single Family – 86 Ft	214	Units
Single Family – 74 Ft	319	Units
Single Family – 65 Ft	69	Units
Single Family – 60 Ft	230	Units
Single Family – 50 Ft	485	Units
Total	**1,389**	**Units**

The 2021 revised development plan is being revised in 2022 and the revised lot count and lot mix for the Phases #2-9 Major Improvement Area is shown in Table II-H.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table II-H
Proposed Development – Phases #2-9 Major Improvement Area – Revised 2022

Lot Type	Quantity	Measurement
Single Family – One acre	15	Units
Single Family – 100 Ft	58	Units
Single Family – 86 Ft	232	Units
Single Family – 74 Ft	306	Units
Single Family – 65 Ft	167	Units
Single Family – 60 Ft	221	Units
Single Family – 50 Ft	234	Units
Single Family – 40 Ft	73	Units
Single Family – 35 Ft	60	Units
Total	**1,366**	**Units**

C. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 178 acres and is projected to contain 335 single family residential units. A map of the property within Phase #1 is shown in Appendix A.

The property within Phase #1 of the PID was originally proposed to be developed as shown in Table II-I.

Table II-I
Proposed Development – Phase #1 – Original

Lot Type	Quantity	Measurement
Single Family – One acre	18	Units
Single Family – 86 Ft	47	Units
Single Family – 74 Ft	56	Units
Single Family – 60 Ft	104	Units
Single Family – 50 Ft	109	Units
Total	**334**	**Units**

The original development plan was revised in 2016 and the revised lot count and lot mix for the Phase #1 is shown in Table II-J.

Table II-J
Actual Development – Phase #1 – Revised 2016

Lot Type	Quantity	Measurement
Single Family – One acre	18	Units
Single Family – 86 Ft	48	Units
Single Family – 74 Ft	56	Units
Single Family – 60 Ft	104	Units
Single Family – 50 Ft	109	Units
Total	**335**	**Units**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

D. Property Included in Phase #2

Phase #2 consists of approximately 104 acres and is projected to contain 360 single family residential units. A map of the property within Phase #2 is shown in Appendix A.

The property within Phase #2 of the PID has been developed as shown in Table II-K.

Table II-K
Actual Development – Phase #2

Lot Type	Quantity	Measurement
Single Family – 100 Ft	4	Units
Single Family – 86 Ft	49	Units
Single Family – 74 Ft	68	Units
Single Family – 60 Ft	68	Units
Single Family – 50 Ft	171	Units
Total	**360**	**Units**

E. Property Included in Phase #3

Phase #3 consists of approximately 72 acre and is projected to contain 195 single family residential units. A map of the property within Phase #3 is shown in Appendix A.

The property within Phase #3 of the PID has been developed as shown in Table II-L.

Table II-L
Actual Development – Phase #3

Lot Type	Quantity	Measurement
Single Family – 86 Ft	25	Units
Single Family – 74 Ft	88	Units
Single Family – 60 Ft	82	Units
Total	**195**	**Units**

F. Property Included in Phase #4

Phase #4 consists of approximately 3.007 acres and is projected to contain 9 single family residential units. A map of the property within Phase #4 is shown in Appendix A.

The property within Phase #4 of the PID is has been developed as shown in Table II-M.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table II-M
Actual Development – Phase #4

Lot Type	Quantity	Measurement
Single Family – 86 Ft	2	Units
Single Family – 74 Ft	3	Units
Single Family – 60 Ft	2	Units
Single Family – 50 Ft	2	Units
Total	**9**	**Units**

G. PROPERTY INCLUDED IN PHASE #5

Phase #5 consists of approximately 35.835 acres and is projected to contain 96 single family residential units. A map of the property within Phase #5 is shown in Appendix A.

The property within Phase #5 of the PID has been developed as shown in Table II-N.

Table II-N
Proposed Development – Phase #5 - Original

Lot Type	Quantity	Measurement
Single Family – 86 Ft	60	Units
Single Family – 65 Ft	36	Units
Total	**96**	**Units**

The development plan was revised in 2021 based on the actual plat recorded in August 2021 and the revised lot count and lot mix within Phase #5 is shown in Table II-O.

Table II-O
Actual Development – Phase #5 – 2021 Revised

Lot Type	Quantity	Measurement
Single Family – 86 Ft	58	Units
Single Family – 65 Ft	38	Units
Total	**96**	**Units**

H. PROPERTY INCLUDED IN PHASE #6

Phase #6 consist of approximately 64.337 acres is and projected to contain 257 single family residential units. A map of the property within Phase #6 is shown in Appendix A.

The property within Phase #6 of the PID is proposed to be developed as shown in Table II-P.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table II-P
Proposed Development – Phase #6

Lot Type	Quantity	Measurement
Single Family – 74 Ft	61	Units
Single Family – 60 Ft	69	Units
Single Family – 50 Ft	61	Units
Single Family – 40 Ft	66	Units
Total	**257**	**Units**

I. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, it is anticipated that additional Bonds may be issued and/or obligations may be incurred under the Reimbursement Agreement for each new Phase. In connection with the issuance of each new series of Bonds and/or new obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated to add additional details of each new Phase as shown for Phase #1 in Section B above. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L.

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

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

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

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the diagrams included as Appendix C should be undertaken by the City for the benefit of the property within the PID.

B. DESCRIPTIONS AND COSTS OF INITIAL MAJOR IMPROVEMENTS

The Initial Major Improvements benefit the entire PID. The Actual Costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Initial Major Improvements are shown in Table III-A.

Roadway Improvements:

The roadway portion of the Initial Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks and retaining walls. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters, generally 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Initial Major Improvements includes sanitary sewer mains of various diameters, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Initial Major Improvements includes pre-development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, curb inlets, pre-cast headwalls, detention structures and trench safety. The storm drainage collection system improvements have been constructed according to City standards.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table III-A
Initial Major Improvement Costs

Authorized Improvements	Total Initial Major Improvement Costs	Phase #1 Allocated Amount[1]	Phases #2-9 Major Improvement Area Allocated Amount
Roadway Improvements	$10,366,268	$1,988,018	$8,378,250
Water improvements	$918,591	$176,165	$742,426
Sanitary sewer improvements	$1,651,669	$316,753	$1,334,916
Storm drainage improvements	$1,768,948	$339,245	$1,429,703
Soft and miscellaneous costs[2]	$427,195	$81,926	$1,692,977
Total Authorized Improvements	**$15,132,671**	**$2,902,107**	**$13,578,272**

[1]Allocation of Initial Major Improvements are based on the methodologies described in Section V.C and shown in Table V-A.
[2]The Phases #2-9 Major Improvement Area allocated amount includes $1,347,708 in estimated bond issuance costs included in the original budget that were subsequently substituted with other soft and miscellaneous costs.

C. DESCRIPTIONS AND COSTS OF ADDITIONAL MAJOR IMPROVEMENTS

The Additional Major Improvements benefit the entire PID. The Budgeted Costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. It is anticipated that assessments will be levied against property within Phase #6 and the Future Phases to pay for the Actual Costs of the Additional Major Improvements allocable to Phase #6 and the Future Phases, respectively. The Actual Costs of the Additional Major Improvements allocable to Phase #1, Phase #2, Phase #3, Phase #4, and Phase #5 will be paid by the Developer without reimbursement.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Additional Major Improvements are shown in Table III-B.

Roadway Improvements:

The roadway portion of the Additional Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks, street lights and appurtenances thereto. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements will be constructed according to City standards.

Water Improvements:

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters, generally 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements will be constructed according to City standards.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Additional Major Improvements includes sanitary sewer mains of various diameters, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Additional Major Improvements includes pre-development erosion control, excavation of detention facilities, retaining walls, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, curb inlets, pre-cast headwalls, detention structures and trench safety. The storm drainage collection system improvements will be constructed according to City standards.

Table III-B
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Additional Major Improvement Costs	Phase #1 Allocated Amount[1]	Phases #2-9 Major Improvement Area Allocated Amount[1]
Roadway Improvements	$1,417,681	$281,924	$1,135,757
Water improvements	$182,128	$36,219	$145,909
Sanitary sewer improvements	$172,975	$34,398	$138,577
Storm drainage improvements	$285,348	$56,745	$228,603
Soft and miscellaneous costs	$80,026	$15,914	$64,112
Total Authorized Improvements	**$2,138,158**	**$425,200**	**$1,712,958**

[1]Allocation of Additional Major Improvements are based on the methodologies described in Section V.D and shown in Table V-D. Additional Major Improvements allocated to Phase #1, Phase #2, Phase #3, Phase #4, and Phase #5 will be paid for by the Developer without reimbursement.

The Phases #2-9 Major Improvement Area allocated amounts of the Additional Major Improvements is allocated to all Phases within the Phases #2-9 Major Improvement Area as shown in Table III-C.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table III-C
Estimated Additional Major Improvement Costs – Phases #2-9 Major Improvement Area Allocation

Authorized Improvements	Total Phases #2-9 Major Improvement Area Allocated Amount[1]	Phase #2, Phase #3, Phase #4, and Phase #5 Allocated Amount[2]	Phase #6 Allocated Amount[2]	Future Phases Allocated Amount[2]
Roadway Improvements	$1,135,757	$537,053	$176,976	$421,727
Water improvements	$145,909	$68,995	$22,736	$54,179
Sanitary sewer improvements	$138,577	$65,527	$21,593	$51,456
Storm drainage improvements	$228,603	$108,097	$35,621	$84,884
Soft and miscellaneous costs	$64,112	$30,316	$9,990	$23,806
Total Authorized Improvements	**$1,712,958**	**$809,988**	**$266,917**	**$636,053**

[1]See Table III-B.
[2]Allocation of Additional Major Improvements are based on the methodologies described in Section V.D and shown in Table V-D. Additional Major Improvements allocated to Phase #2, Phase #3, Phase #4, and Phase #5 will be paid for by the Developer without reimbursement.

D. DESCRIPTION AND COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #1 Initial Projects and the Budgeted Costs of the Phase #1 Additional Projects are shown in Table III-D.

Roadway Improvements:

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, removal of existing curb, sidewalks, retaining walls, signage and traffic control devises. The Phase #1 roadway improvements include an allocable share of perimeter road improvements. The Phase #1 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #1 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves. The Phase #1 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #1 sanitary sewer collection system improvements have been constructed according to City standards.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #1 storm drainage collection system improvements have been constructed according to City standards.

Table III-D
Phase #1 Initial Project and Phase #1 Additional Project Costs

Authorized Improvements	Phase #1's Proportional Share of Initial Major Improvements[1]	Phase #1 Additional Projects[2]	Phase #1 Improvements	Total
Roadway improvements	$1,988,018	$281,924	$3,039,827	$5,309,769
Water improvements	$176,165	$36,219	$1,108,794	$1,321,178
Sanitary sewer improvements	$316,753	$34,398	$943,787	$1,294,938
Storm drainage improvements	$339,245	$56,745	$651,432	$1,047,422
Soft and miscellaneous costs	$81,926	$15,914	$626,775	$724,616
Total Authorized Improvements	**$2,902,107**	**$425,200**	**$6,370,615**	**$9,697,922**

[1]See Table III-A.
[2]See Table III-B. Additional Major Improvements allocated to Phase #1 will be paid for by the Developer without reimbursement.

E. DESCRIPTIONS AND COSTS OF PHASE #2 IMPROVEMENTS

The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #2 Initial Projects and the Budgeted Costs of the Phase #2 Additional Projects are shown in Table III-E.

Roadway Improvements:

The roadway portion of the Phase #2 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks, signage and traffic control devises. The Phase #2 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #2 Improvements include PVC waterlines, various sized gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #2 water distribution system improvements have been constructed according to City standards.

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Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #2 Improvements includes PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #2 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #2 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #2 storm drainage collection system improvements have been constructed according to City standards.

Table III-E
Phase #2 Initial Project and Phase #2 Additional Project Costs

Authorized Improvements	Phase #2 Improvements[1]	Phase #2's Proportional Share of Initial Major Improvements[2]	Phase #2's Additional Projects[3]	Total
Roadway improvements	$2,170,986	$2,024,515	$273,397	$4,468,898
Water improvements	$740,466	$179,399	$35,123	$954,988
Sanitary sewer improvements	$826,596	$322,568	$33,358	$1,182,522
Storm drainage improvements	$914,871	$345,473	$55,029	$1,315,372
Soft and miscellaneous costs	$761,108	$409,090	$15,433	$1,185,631
Total Authorized Improvements	**$5,414,027**	**$3,281,045**	**$412,339**	**$9,107,411**

[1]Costs of the Phase #2 Improvements were paid by the Developer; and a portion of such costs have been or will be reimbursed to the Developer solely by Phase #2 Assessment Revenues or by the proceeds of Bonds secured by Phase #2 Assessment Revenues if issued by the City in the future.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #2's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) Phases #2-9 Major Improvement Area Assessment Revenues not securing the Phases #2-9 Major Improvement Area Bonds applied toward the obligation under the Reimbursement Agreement relating to the Initial Major Improvements, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #2's proportional share of Additional Major Improvements will be paid solely by the Developer without reimbursement.

F. DESCRIPTIONS AND COSTS OF PHASE #3 IMPROVEMENTS

The Phase #3 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #3 Initial Projects and the Budgeted Costs of the Phase #3 Additional Projects are shown in Table III-F.

Roadway Improvements:

The roadway portion of the Phase #3 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street

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pavements, ramps, sidewalks, signage and traffic control devises. The Phase #3 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #3 Improvements include PVC waterlines, various sized gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #3 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #3 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #3 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #3 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s, curb inlets, headwalls, detention structures and trench safety. The Phase #3 storm drainage collection system improvements have been constructed according to City standards.

Table III-F
Phase #3 Initial Project and Phase #3 Additional Project Costs

Authorized Improvements	Phase #3 Improvements[1]	Phase #3's Proportional Share of Initial Major Improvements[2]	Phase #3's Additional Projects[3]	Total
Roadway improvements	$1,919,000	$1,241,757	$165,812	$3,326,568
Water improvements	$727,000	$110,036	$21,302	$858,338
Sanitary sewer improvements	$554,000	$197,850	$20,231	$772,082
Storm drainage improvements	$965,000	$211,899	$33,374	$1,210,273
Soft and miscellaneous costs	$212,000	$250,919	$9,360	$472,279
Total Authorized Improvements	**$4,377,000**	**$2,012,462**	**$250,078**	**$6,639,540**

[1]Costs of the Phase #3 Improvements were paid by the Developer; and a portion of such costs have been or will be reimbursed to the Developer solely by Phase #3 Assessment Revenues or by the proceeds of Bonds secured by Phase #3 Assessment Revenues if issued by the City in the future.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #3's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) Phases #2-9 Major Improvement Area Assessment Revenues not securing the Phases #2-9 Major Improvement Area Bonds applied toward the obligation under the Reimbursement Agreement relating to the Initial Major Improvements, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #3's proportional share of Additional Major Improvements will be paid solely by the Developer without reimbursement.

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G. DESCRIPTION AND COSTS OF PHASE #4 IMPROVEMENTS

The Phase #4 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #4 Initial Projects and the Budgeted Costs of the Phase #4 Additional Projects are shown in Table III-G.

Roadway Improvements:

The roadway portion of the Phase #4 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phase #4 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #4 Improvements include PVC waterlines and miscellaneous fittings. The Phase #4 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #4 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #4 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #4 Improvements includes pre and post development erosion control, silt fences, various size R.C.B.s, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phase #4 storm drainage collection system improvements have been constructed according to City standards.

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Table III-G
Phase #4 Initial Project and Phase #4 Additional Project Costs

Authorized Improvements	Phase #4 Improvements[1]	Phase #4's Proportional Share of Initial Major Improvements[2]	Phase #4's Additional Projects[3]	Total
Roadway improvements	$222,000	$56,019	$7,507	$285,526
Water improvements	$48,000	$4,964	$964	$53,928
Sanitary sewer improvements	$33,000	$8,926	$916	$42,842
Storm drainage improvements	$33,000	$9,559	$1,511	$44,070
Soft and miscellaneous costs	$56,000	$11,320	$424	$67,743
Total Authorized Improvements	**$392,000**	**$90,788**	**$11,322**	**$494,110**

[1]Costs of the Phase #4 Improvements were paid by the Developer; and a portion of such costs have been or will be reimbursed to the Developer solely by Phase #4 Assessment Revenues or by the proceeds of Bonds secured by Phase #4 Assessment Revenues if issued by the City in the future.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #4's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) Phases #2-9 Major Improvement Area Assessment Revenues not securing the Phases #2-9 Major Improvement Area Bonds applied toward the obligation under the Reimbursement Agreement relating to the Initial Major Improvements, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #4's proportional share of Additional Major Improvements will be paid solely by the Developer without reimbursement.

H. DESCRIPTIONS AND ESTIMATED COSTS OF PHASE #5 IMPROVEMENTS

The Phase #5 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #5 Initial Projects and the Budgeted Costs of the Phase #5 Additional Projects are shown in Table III-H.

Roadway Improvements:

The roadway portion of the Phase #5 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phase #5 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #5 Improvements include PVC waterlines and miscellaneous fittings. The Phase #5 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #5 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #5 sanitary sewer collection system improvements have been constructed according to City standards.

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Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #5 Improvements includes pre and post development erosion control, silt fences, various size R.C.B.s, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phase #5 storm drainage collection system improvements will be constructed according to City standards.

Table III-H
Phase #5 Initial Project and Phase #5 Additional Project Costs

Authorized Improvements	Phase #5 Improvements[1]	Phase #5's Proportional Share of Initial Major Improvements[2]	Phase #5's Additional Projects[3]	Total
Roadway improvements	$1,819,522	$686,941	$90,338	$2,596,802
Water improvements	$561,505	$60,872	$11,606	$633,983
Sanitary sewer improvements	$372,977	$109,451	$11,022	$493,451
Storm drainage improvements	$527,430	$117,223	$18,183	$662,836
Soft and miscellaneous costs	$182,761	$138,809	$5,099	$326,669
Total Authorized Improvements	**$3,464,195**	**$1,113,296**	**$136,249**	**$4,713,740**

[1]Costs of the Phase #5 Improvements have been paid by the Developer; and a portion of such costs have been or will be reimbursed to the Developer solely by Phase #5 Assessment Revenues or by the proceeds of Bonds secured by Phase #5 Assessment Revenues if issued by the City in the future.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #5's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) Phases #2-9 Major Improvement Area Assessment Revenues not securing the Phases #2-9 Major Improvement Area Bonds applied toward the obligation under the Reimbursement Agreement relating to the Initial Major Improvements, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #5's proportional share of Additional Major Improvements will be paid solely by the Developer without reimbursement.

I. DESCRIPTION OF ESTIMATED COSTS OF PHASE #6 IMPROVEMENTS

The Phase #6 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #6 Projects are shown in Table III-I and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements:

The roadway portion of the Phase #6 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phase #6 roadway improvements will be constructed according to City standards.

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Water Improvements:

The water distribution system portion of the Phase #6 Improvements include PVC waterlines, various sized gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #6 water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #6 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #6 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #6 Improvements includes pre and post development erosion control, silt fences, various size R.C.B.s, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phase #6 storm drainage collection system improvements will be constructed according to City standards.

Table III-I
Estimated Phase #6 Initial Project and Phase #6 Project Costs

Authorized Improvements	Phase #6 Improvements[1]	Phase #6's Proportional Share of Initial Major Improvements[1]	Phase #6's Proportional Share of Additional Major Improvements[1]	Total
Roadway improvements	$2,868,493	$1,291,478	$176,976	$4,336,947
Water improvements	$929,716	$114,442	$22,736	$1,066,894
Sanitary sewer improvements	$882,344	$205,773	$21,593	$1,109,710
Storm drainage improvements	$675,593	$220,384	$35,621	$931,598
Soft and miscellaneous costs	$344,797	$260,966	$9,990	$615,754
Total Phase #6 Improvement Costs	**$5,700,944**	**$2,093,043**	**$266,917**	**$8,060,903**

[1]Costs of the Phase #6 Improvements will be paid by the Developer; and a portion of such costs will be reimbursed to the Developer solely by Phase #6 Assessment Revenues or by the proceeds of Bonds secured by Phase #6 Assessment Revenues if issued by the City in the future.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #6's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) Phases #2-9 Major Improvement Area Assessment Revenues not securing the Phases #2-9 Major Improvement Area Bonds applied toward the obligation under the Reimbursement Agreement relating to the Initial Major Improvements, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #6's proportional share of Additional Major Improvements will be paid by the Developer and a portion of such costs will be reimbursed to the Developer solely by Phase #6 Assessment Revenues or by the proceeds of Bonds secured by Phase #6 Assessment Revenues if issued by the City in the future.

The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item.

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These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

A. FUTURE PHASE AUTHORIZED IMPROVEMENTS

As Future Phases are developed, additional Bonds may be issued and/or obligations may be incurred under the Reimbursement Agreement to finance Authorized Improvements for each Future Phase. As Bonds are issued and/or obligations are incurred under the Reimbursement Agreement for each Future Phase, this Service and Assessment Plan will be updated to identify the specific Authorized Improvements financed by such Bonds or the Reimbursement Agreement that benefit each Future Phase (e.g., a Table III-J will be added to show the estimated costs for phase #7, etc.).

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IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. The Initial Major Improvements and the Phase #1 Improvements were completed and accepted by the City in 2016. The Phase #2 Improvements were completed and accepted by the City in 2017. The Phase #3 Improvements were completed and accepted by the City in 2020. The Phase #4 Improvements were completed and accepted by the City in 2020. The Phase #5 Improvements were completed and accepted by the City in 2021. The Phase #6 Improvements are under construction and are anticipated to be completed and accepted by the City in second or third quarter of 2022. Construction of the Additional Major Improvements will commence with the start of construction within Phase #7 in June 2022 and is anticipated to be completed and accepted by the City in 2024.

The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated and Actual Costs of the Authorized Improvements, and updating the Assessment Rolls. Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Phases #2-9 Major Improvement Area Bonds were issued in 2015 to finance a portion of the Phases #2-9 Major Improvement Area Initial Projects. Table IV-A summarizes the updated sources and uses of funds required to construct the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Additional Major Improvement Area Additional Projects, establish the PID, and issue the Phases #2-9 Major Improvement Area Bonds. The Actual Costs for Phases #2-9 Major Improvement Area Initial Projects and the Budgeted Costs of the Phases #2-9 Additional Major Improvement Area Additional Projects plus costs related to the issuance of the Phases #2-9 Major Improvement Area Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID is $19,862,958 as shown in Table IV-A. As noted previously and shown in Table IV-A, the costs of the Phases #2-9 Additional Major Improvement Area Additional Projects allocable to Phases #1-5 will be paid by the Developer without reimbursement. A portion of the costs of the Phases #2-9 Additional Major Improvement Area Additional Projects allocable to Phase #6 may be paid from Phase #6 Assessment Revenues or from the proceeds of Bonds secured by Phase #6 Assessment Revenues if issued by the City in the future. The remaining costs of the Phases #2-9 Additional Major Improvement Area Additional Projects allocable to Phases #7-9 will be paid by the Developer and a portion of such costs may be reimbursed to the Developer from Assessments levied against Phases #7, #8 and #9 if the City, in its sole discretion, chooses to levy such Assessments in the future.

The Phase #1 Bonds were issued in 2015 to finance a portion of the Phase #1 Initial Projects. Table IV-B shows the updated sources and uses of the Phase #1 Bonds. The Actual Costs for Phase #1 Initial Projects and the Budgeted Costs of the Phase #1 Additional Projects plus costs related to the issuance of the Phase #1 Bonds, in one or more series and payment of expenses incurred in the establishment, administration and operation of the PID is $11,397,819 as shown in Table IV-B. As noted previously and shown in Table IV-B, the costs of the Phase #1 Additional Projects will be paid by the Developer without reimbursement.

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The Phase #1 Refunding Bonds were issued in 2020 to refund the Phase #1 Bonds and were secured by the Phase #1 Assessments. The Actual Costs for Phase #1 Initial Projects plus costs related to the issuance of the Phase #1 Bonds and the Phase #1 Refunding Bonds for Phase #1 Initial Projects and payment of expenses incurred in the establishment, administration and operation of the PID is $9,808,026 as shown in Table IV-C.

Phases #2-9 Major Improvement Area

Table IV-A shows the updated sources and uses of the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects.

Table IV-A
Updated Sources and Uses – Phases #2-9 Major Improvement Area

Sources of Funds	Phases # 2-9 Major Improvement Bonds	Reimbursement Agreement	Other Financing Sources (Reimbursable[1])	Other Financing Sources (Non-Reimbursable[2])	Total
Bond par amount	$13,150,000	$5,000,000	$0	$0	$18,150,0
Other financing sources	$0	$0	$902,970	$809,988	$1,712,9
Total Sources	**$13,150,000**	**$5,000,000**	**$902,970**	**$809,988**	**$19,862,9**
Uses of Funds					
Initial Major Improvements:					
Roadway improvements	$6,315,471	$2,062,779	$0	$0	$8,378,2
Water improvements	$468,504	$273,922	$0	$0	$742,4
Sanitary sewer improvements	$859,158	$475,758	$0	$0	$1,334,9
Storm drainage improvements	$712,550	$717,153	$0	$0	$1,429,7
Soft and miscellaneous costs	$222,589	$1,470,388	$0	$0	$1,692,9
Subtotal	*$8,578,272*	*$5,000,000*	*$0*	*$0*	*$13,578,2*
Additional Major Improvements:					
Roadway improvements	$0	$0	$598,704	$537,053	$1,135,7
Water improvements	$0	$0	$76,915	$68,995	$145,9
Sanitary sewer improvements	$0	$0	$73,049	$65,527	$138,5
Storm drainage improvements	$0	$0	$120,506	$108,097	$228,6
Soft and miscellaneous costs	$0	$0	$33,796	$30,316	$64,1
Subtotal	*$0*	*$0*	*$902,970*	*$809,988*	*$1,712,9*
Bond Issuance Costs:					
Debt service reserve	$1,073,375	$0	$0	$0	$1,073,3
Capitalized interest	$1,590,250	$0	$0	$0	$1,590,2
Bond issuance costs	$1,908,104	$0	$0	$0	$1,908,1
Subtotal	*$4,571,728*	*$0*	*$0*	*$0*	*$4,571,7*
Total Uses	**$13,150,000**	**$5,000,000**	**$902,970**	**$809,988**	**$19,862,9**

[1]The Additional Major Improvements allocable to Phase #6 and Future Phases are reimbursable under the Reimbursement Agreement for each respective P
[2]The Additional Major Improvements allocable to Phase #2, Phase #3, Phase #4, and Phase #5 are non-reimbursable and will be financed by the Developer

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The Phases #2-9 Major Improvement Area Bonds shown in Table IV-A were issued in 2015 and are being used to pay and/or reimburse the Developer for a portion of the costs of Phases #2-9 Major Improvement Area Initial Projects. A portion of the costs of the Phases #2-9 Major Improvement Area Initial Projects are being financed in accordance with the Reimbursement Agreement. The remaining costs of the Phases #2-9 Major Improvement Area Initial Projects as well as the costs of the Phases #2-9 Major Improvement Area Additional Projects is being financed by the Developer and will not be assessed or reimbursed.

All tables in this section are rounded to the nearest dollar for presentation purposes.

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Phase #1

Table IV-B shows the updated sources and uses of the Phase #1 Initial Projects and Phase #1 Additional Projects.

Table IV-B
Updated and Sources and Uses –Phase #1

Sources of Funds	Phase #1 Bonds	Other Financing Sources (Non-Reimbursable[2])	Total
Bond par amount	$9,000,000	$0	$9,000,000
Developer contribution[1]	$1,972,619	$0	$1,972,619
Other financing sources	$0	$425,200	$425,200
Total Sources	**$10,972,619**	**$425,200**	**$11,397,819**
Uses of Funds			
Initial Major Improvements:			
Roadway improvements	$1,988,018	$0	$1,988,018
Water improvements	$176,165	$0	$176,165
Sanitary sewer improvements	$316,753	$0	$316,753
Storm drainage improvements	$339,245	$0	$339,245
Soft and miscellaneous costs	$81,926	$0	$81,926
Subtotal	*$2,902,107*	*$0*	*$2,902,107*
Phase #1 Improvements:			
Roadway improvements	$3,039,827	$0	$3,039,827
Water improvements	$1,108,794	$0	$1,108,794
Sanitary sewer improvements	$943,787	$0	$943,787
Storm drainage improvements	$651,432	$0	$651,432
Soft and miscellaneous costs	$626,775	$0	$626,775
Subtotal	*$6,370,615*	*$0*	*$6,370,615*
Additional Major Improvements:			
Roadway improvements	$0	$281,924	$281,924
Water improvements	$0	$36,219	$36,219
Sanitary sewer improvements	$0	$34,398	$34,398
Storm drainage improvements	$0	$56,745	$56,745
Soft and miscellaneous costs	$0	$15,914	$15,914
Subtotal	*$0*	*$425,200*	*$425,200*
Bond Issuance Costs:			
Debt service reserve	$727,844	$0	$727,844
Capitalized interest	$456,939	$0	$456,939
Other Bond issuance costs	$515,114	$0	$515,114
Subtotal	*$1,699,897*	*$0*	*$1,699,897*
Total Uses	**$10,972,619**	**$425,200**	**$11,397,819**

[1]The Developer contribution amount includes amount deposited in connection with the Phase #1 Bonds and Phase #1 share of the Initial Major Improvements and includes the Actual Costs for the Phase #1 Initial Projects paid for directly by the Developer.
[2]The Additional Major Improvements allocable to Phase #1 are non-reimbursable and will be financed by the Developer.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

The Phase #1 Bonds shown in Table IV-B were issued in 2015 and were used to pay and/or reimburse the Developer for a portion of the costs of Phase #1 Initial Projects. A portion of the costs of Phase #1 Initial Projects were financed through contributions made by the Developer. The remaining costs of the Phase #1 Initial Projects and the Phase #1 Additional Projects are being financed by the Developer and will not be assessed or reimbursed.

On August 11, 2020, the City approved issuance of the Phase #1 Refunding Bonds in the total par amount of $7,750,000 to refund the Phase #1 Bonds. Table IV-C shows the sources and uses of the Phase #1 Refunding Bonds.

Table IV-C
Updated Sources and Uses – Phase #1 -Refunding

Sources of Funds	**Total**
Bond par amount	$7,750,000
Bond Premium	$436,658
Available Trust Fund Balances	$1,621,369
Total Sources	**$9,808,026**
Uses of Funds	
Deposit to Escrow Fund for Phase #1 Refunding Bonds	$8,910,266
Bond issuance costs:	
Reserve Fund	$134,259
Cost of Issuance	$384,712
Other bond issuance costs	$378,789
Subtotal: Bond issuance costs	*$897,761*
Total Uses	**$9,808,026**

The outstanding principal due, interest due, and additional interest due for Prepayment Reserve and Delinquency Reserve for the Phase #1 Bonds from 2021 to 2040 were $8,225,000, $5,869,063, and $509,250, respectively, for 335 Lots less 3 prepaid Lots (332 Lots) at the time the Phase #1 Refunding Bonds were issued.

The total principal due, interest due, and additional interest for Additional Interest Reserve due for the Phase #1 Refunding Bonds from 2021 to 2040 were $7,750,000, $2,741,550, and $454,025, respectively, for 335 Lots less 3 prepaid Lots (332 Lots) at the time the Phase #1 Refunding Bonds were issued. As a result, the principal, interest, and additional interest reserve net refunding savings from the Phase #1 Refunding Bonds are $475,000, $3,127,512, and $55,225, respectively, totaling $3,657,737. Table IV-D shows a summary of net savings from the refunding.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table IV-D
Summary of Savings –Phase #1 Refunding Bonds (Series 2020)

	Lots	Period	Principal	Interest	Administrative Expenses	Additional Interest	Total Annua Installme
Phase #1 Bonds - Original	335	2015-2040	$9,000,000	$8,647,400	$485,335	$755,125	$18,887,
Phase #1 Bonds - Outstanding	332	2021-2040	$8,225,000	$5,869,063	$391,422	$509,250	$14,994,
Phase #1 Refunding Bonds	332	2021-2040	$7,750,000	$2,741,550	$391,422	$454,025	$11,336,
Net Refunding related savings			**$475,000**	**$3,127,512**	**$0**	**$55,225**	**$3,657,**

Phase #2

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #2 Improvements is secured by Assessments levied against Phase #2 Assessed Property (i.e., the Phase #2 Assessment Revenues). The Phase #2 Assessment Revenues related to the Phase #2 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues securing the Phases #2-9 Major Improvement Area Bonds and the obligations under the Reimbursement Agreement related to the Initial Major Improvements. The Actual Costs for Phase #2 Improvements are $5,414,027.

Table IV-E shows the sources and uses for Phase #2 Improvements and Phase #2 Additional Projects.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table IV-E
Updated Sources and Uses –Phase #2

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$5,300,000	$0	$5,300,000
Other funding sources	$114,027	$412,339	$526,366
Total Sources	**$5,414,027**	**$412,339**	**$5,826,366**
Uses of Funds			
Phase #2 Improvements:			
Roadway improvements	$2,170,986	$0	$2,170,986
Water improvements	$740,466	$0	$740,466
Sanitary sewer improvements	$826,596	$0	$826,596
Storm drainage improvements	$914,871	$0	$914,871
Other soft and miscellaneous costs	$761,108	$0	$761,108
Subtotal	*$5,414,027*	*$0*	*$5,414,027*
Phase #2 Additional Projects:			
Roadway improvements	$0	$273,397	$273,397
Water improvements	$0	$35,123	$35,123
Sanitary sewer improvements	$0	$33,358	$33,358
Storm drainage improvements	$0	$55,029	$55,029
Soft and miscellaneous costs	$0	$15,433	$15,433
Subtotal	*$0*	*$412,339*	*$412,339*
Total Uses	**$5,414,027**	**$412,339**	**$5,826,366**

[1]The Phase #2 Additional Projects are non-reimbursable and will be financed by the Developer.

A portion of the costs of Phase #2 Improvements will be reimbursed to the Developer under the terms of the Reimbursement Agreement. The City may elect to issue one or more series of Bonds secured by the Phase #2 Assessments to finance the costs of the Phase #2 Improvements, including paying any amounts owed for the Phase #2 Improvements under the Reimbursement Agreement.

Phase #3

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #3 Improvements is secured by Assessments levied against Phase #3 Assessed Property (i.e., the Phase #3 Assessment Revenues). The Phase #3 Assessment Revenues related to the Phase #3 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues securing the Phases #2-9 Major Improvement Area Bonds and the obligations under the Reimbursement Agreement related to the Initial Major Improvements. The Actual Costs for Phase #3 Improvements are $4,377,000.

Table IV-F shows the sources and uses for Phase #3 Improvements and Phase #3 Additional Projects.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table IV-F
Updated Sources and Uses –Phase #3

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$3,700,000	$0	$3,700,000
Other funding sources	$677,000	$250,078	$927,078
Total Sources	**$4,377,000**	**$250,078**	**$4,627,078**
Uses of Funds			
Phase #3 Improvements:			
Roadway improvements	$1,919,000	$0	$1,919,000
Water improvements	$727,000	$0	$727,000
Sanitary sewer improvements	$554,000	$0	$554,000
Storm drainage improvements	$965,000	$0	$965,000
Other soft and miscellaneous costs	$212,000	$0	$212,000
Subtotal	*$4,377,000*	*$0*	*$4,377,000*
Phase #3 Additional Projects:			
Roadway improvements	$0	$165,812	$165,812
Water improvements	$0	$21,302	$21,302
Sanitary sewer improvements	$0	$20,231	$20,231
Storm drainage improvements	$0	$33,374	$33,374
Soft and miscellaneous costs	$0	$9,360	$9,360
Subtotal	*$0*	*$250,078*	*$250,078*
Total Uses	**$4,377,000**	**$250,078**	**$4,627,078**

[1]The Phase #3 Additional Projects are non-reimbursable and will be financed by the Developer.

A portion of the costs of Phase #3 Improvements will be reimbursed to the Developer under the terms of the Reimbursement Agreement. The City may elect to issue one or more series of Bonds secured by the Phase #3 Assessments to finance the costs of the Phase #3 Improvements, including paying any amounts owed for the Phase #3 Improvements under the Reimbursement Agreement

Phase #4

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #4 Improvements is secured by Assessments levied against Phase #4 Assessed Property (i.e., the Phase #4 Assessment Revenues). The Phase #4 Assessment Revenues related to the Phase #4 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues securing the Phases #2-9 Major Improvement Area Bonds and the obligations under the Reimbursement Agreement related to the Initial Major Improvements. The Actual Costs for Phase #4 Improvements are $392,000.

Table IV-G shows the sources and uses for Phase #4 Improvements and Phase #4 Additional Projects.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table IV-G
Sources and Uses –Phase #4

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$167,000	$0	$167,000
Other funding sources	$225,000	$11,322	$236,322
Total Sources	**$392,000**	**$11,322**	**$403,322**
Uses of Funds			
Phase #4 Improvements:			
Roadway improvements	$222,000	$0	$222,000
Water improvements	$48,000	$0	$48,000
Sanitary sewer improvements	$33,000	$0	$33,000
Storm drainage improvements	$33,000	$0	$33,000
Other soft and miscellaneous costs	$56,000	$0	$56,000
Subtotal	*$392,000*	*$0*	*$392,000*
Phase #4 Additional Projects:			
Roadway improvements	$0	$7,507	$7,507
Water improvements	$0	$964	$964
Sanitary sewer improvements	$0	$916	$916
Storm drainage improvements	$0	$1,511	$1,511
Soft and miscellaneous costs	$0	$424	$424
Subtotal	*$0*	*$11,322*	*$11,322*
Total Uses	**$392,000**	**$11,322**	**$403,322**

[1]The Phase #4 Additional Projects are non-reimbursable and will be financed by the Developer.

A portion of the costs of Phase #4 Improvements will be reimbursed to the Developer under the terms of the Reimbursement Agreement. The City may elect to issue one or more series of Bonds secured by the Phase #4 Assessments to finance the costs of the Phase #4 Improvements, including paying any amounts owed for the Phase #4 Improvements under the Reimbursement Agreement.

Phase #5

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #5 Improvements is secured by Assessments levied against Phase #5 Assessed Property (i.e., the Phase #5 Assessment Revenues). The Phase #5 Assessment Revenues related to the Phase #5 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues securing the Phases #2-9 Major Improvement Area Bonds and the obligations under the Reimbursement Agreement related to the Initial Major Improvements. The Actual Costs for Phase #5 Improvements are $3,464,195.

Table IV-H shows the sources and uses for Phase #5 Improvements and Phase #5 Additional Projects.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table IV-H
Sources and Uses –Phase #5

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$2,510,000	$0	$2,510,000
Other funding sources	$954,195	$136,249	$1,090,444
Total Sources	**$3,464,195**	**$136,249**	**$3,600,444**
Uses of Funds			
Phase #5 Improvements:			
Roadway improvements	$1,819,522	$0	$1,819,522
Water improvements	$561,505	$0	$561,505
Sanitary sewer improvements	$372,977	$0	$372,977
Storm drainage improvements	$527,430	$0	$527,430
Other soft and miscellaneous costs	$182,761	$0	$182,761
Subtotal	*$3,464,195*	*$0*	*$3,464,195*
Phase #5 Additional Projects:			
Roadway improvements	$0	$90,338	$90,338
Water improvements	$0	$11,606	$11,606
Sanitary sewer improvements	$0	$11,022	$11,022
Storm drainage improvements	$0	$18,183	$18,183
Soft and miscellaneous costs	$0	$5,099	$5,099
Subtotal	*$0*	*$136,249*	*$136,249*
Total Uses	**$3,464,195**	**$136,249**	**$3,600,444**

[1]The Phase #5 Additional Projects are non-reimbursable and will be financed by the Developer.

A portion of the costs of Phase #5 Improvements will be reimbursed to the Developer under the terms of the Reimbursement Agreement. The City may elect to issue one or more series of Bonds secured by the Phase #5 Assessments to finance the costs of the Phase #5 Improvements, including paying any amounts owed for the Phase #5 Improvements under the Reimbursement Agreement.

Phase #6

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #6 Projects, consisting both of the Actual Costs of the Phase #6 Improvements and Phase #6's allocable portion of the Additional Major Improvements is secured by Assessments levied against Phase #6 Assessed Property (i.e., the Phase #6 Assessment Revenues). For the avoidance of doubt, the Phase #6 Assessment Revenues related to the Phase #6 Projects are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues securing the Phases #2-9 Major Improvement Area Bonds and the obligations under the Reimbursement Agreement related to the Initial Major Improvements. The Budgeted Costs for Phase #6 Projects are $5,967,861 (consisting of $5,700,944 relating to the Phase #6 Improvements and $266,917 relating to Phase #6 proportional share of the Budgeted Costs of the Additional Major Improvements).

Table IV-I shows the sources and uses for Phase #6 Projects.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table IV-I
Projected Sources and Uses – Phase #6

Sources of Funds	Total
Assessments	$5,967,861
Other funding sources	$0
Total Sources	**$5,967,861**
Uses of Funds	
Phase #6 Improvements:	
Roadway improvements	$2,868,493
Water improvements	$929,716
Sanitary sewer improvements	$882,344
Storm drainage improvements	$675,593
Other soft and miscellaneous costs	$344,797
Subtotal	*$5,700,944*
Additional Major Improvements:	
Roadway improvements	$176,976
Water improvements	$22,736
Sanitary sewer improvements	$21,593
Storm drainage improvements	$35,621
Other soft and miscellaneous costs	$9,990
Subtotal	*$266,917*
Total Uses	**$5,967,861**

The costs of Phase #6 Projects will be reimbursed to the Developer under the terms of the Reimbursement Agreement. The City may elect to issue one or more series of Bonds secured by the Phase #6 Assessments to finance the costs of the Phase #6 Projects, including paying any amounts owed for the Phase #6 Projects under the Reimbursement Agreement.

Future Phases

As Future Phases are developed, the City may levy Assessments against benefitted property within such Future Phase and/or may issue Phased PID Bond to finance the Authorized Improvements required for each new Phase. In connection with the issuance of Bonds and/or as obligations are incurred under the Reimbursement Agreement, this Service and Assessment Plan will be amended (e.g., Table IV-J will be included to add phase #7, etc.).

B. FIVE YEAR SERVICE PLAN

Phases #2-9 Major Improvement Area

The annual projected costs and annual projected indebtedness for the Phases #2-9 Major Improvement Area is shown in Table IV-J. The annual projected costs and indebtedness are subject

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-J
Annual Projected Costs and Annual Projected Indebtedness - Phases #2-9 Major Improvement Area

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phases #2-9 MIA Annual Installments
2021 & Prior	$18,150,000	$18,150,000	$0	$8,542,351
2022	$677,250	$0	$677,250	$1,404,747
2023	$0	$0	$0	$1,416,042
2024	$0	$0	$0	$1,419,628
2025	$1,035,708	$0	$1,035,708	$1,396,114
2026	$0	$0	$0	$1,386,130
2027	$0	$0	$0	$1,387,226
Total	**$19,862,958**	**$18,150,000**	**$1,712,958**	**$16,952,239**

The annual projected costs shown in Table IV-J are the annual expenditures relating to the Initial Major Improvements shown in Table III-A, the Additional Major Improvements shown in Table III-B, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-A that are allocable to the Phases #2-9 Major Improvement Area. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown in Table IV-K. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-K
Annual Projected Costs and Annual Projected Indebtedness - Phase #1

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #1 Bonds Annual Installments	Phase #1 Refunding Bonds Annual Installments
2021 & Prior	$10,972,619	$9,000,000	$1,972,619	$4,196,859	$0
2022	$168,111	$0	$168,111	$0	$590,354
2023	$0	$0	$0	$0	$566,885
2024	$0	$0	$0	$0	$569,576
2025	$257,089	$0	$257,089	$0	$566,598
2026	$0	$0	$0	$0	$568,175
2027	$0	$0	$0	$0	$569,082
Total	**$11,397,819**	**$9,000,000**	**$2,397,819**	**$4,196,859**	**$3,430,670**

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The annual projected costs shown in Table IV-K are the annual expenditures relating to the Phase #1 Initial Projects, the Phase #1 Additional Projects, shown in Table III-D, and the costs associated with setting up the PID allocable to Phase #1 and costs of issuance including reserves shown in Table IV-B and Table IV-C. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #2

The annual projected costs and annual projected indebtedness for Phase #2 is shown in Table IV-L. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-L
Annual Projected Costs and Annual Projected Indebtedness - Phase #2

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #2 Annual Installments
2021 & Prior	$5,414,027	$5,300,000	$114,027	$1,537,555
2022	$163,026	$0	$163,026	$535,965
2023	$0	$0	$0	$533,199
2024	$0	$0	$0	$392,295
2025	$249,313	$0	$249,313	$391,736
2026	$0	$0	$0	$394,890
2027	$0	$0	$0	$392,522
Total	**$5,826,366**	**$5,300,000**	**$526,366**	**$4,178,163**

The annual projected costs shown in Table IV-L are the annual expenditures relating to the Phase #2 Initial Projects and the Phase #2 Additional Projects shown in Table III-E and the costs associated with setting up the PID allocable to Phase #2 shown in Table IV-E. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #3

The annual projected costs and annual projected indebtedness for Phase #3 is shown in Table IV-M. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table IV-M
Annual Projected Costs and Annual Projected Indebtedness - Phase #3

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #3 Annual Installments
2021 & Prior	$4,377,000	$3,700,000	$677,000	$338,210
2022	$98,873	$0	$98,873	$323,009
2023	$0	$0	$0	$323,278
2024	$0	$0	$0	$323,213
2025	$151,205	$0	$151,205	$323,155
2026	$0	$0	$0	$259,376
2027	$0	$0	$0	$262,187
Total	**$4,627,078**	**$3,700,000**	**$927,078**	**$2,152,428**

The annual projected costs shown in Table IV-M are the annual expenditures relating to the Phase #3 Initial Projects and the Phase #3 Additional Projects shown in Table III-F and the costs associated with setting up the PID allocable to Phase #3 shown in Table IV-F The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #4

The annual projected costs and annual projected indebtedness for Phase #4 is shown in Table IV-N. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-N
Annual Projected Costs and Annual Projected Indebtedness - Phase #4

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #4 Annual Installments
2021 & Prior	$392,000	$167,000	$225,000	$0
2022	$4,476	$0	$4,476	$14,709
2023	$0	$0	$0	$15,082
2024	$0	$0	$0	$15,032
2025	$6,846	$0	$6,846	$14,982
2026	$0	$0	$0	$11,073
2027	$0	$0	$0	$11,008
Total	**$403,322**	**$167,000**	**$236,322**	**$81,885**

The annual projected costs shown in Table IV-N are the annual expenditures relating to the Phase #4 Initial Projects and the Phase #4 Additional Projects shown in Table III-G, and the costs associated with setting up the PID allocable to Phase #4 shown in Table IV-G. The difference

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between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #5

The annual projected costs and annual projected indebtedness for Phase #5 is shown in Table IV-O. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-O
Annual Projected Costs and Annual Projected Indebtedness - Phase #5

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #5 Annual Installments
2021 & Prior	$3,464,195	$2,510,000	$954,195	$0
2022	$53,869	$0	$53,869	$0
2023	$0	$0	$0	$212,764
2024	$0	$0	$0	$213,028
2025	$82,380	$0	$82,380	$213,297
2026	$0	$0	$0	$213,572
2027	$0	$0	$0	$213,853
Total	**$3,600,444**	**$2,510,000**	**$1,090,444**	**$1,066,514**

The annual projected costs shown in Table IV-O are the annual expenditures relating to the Phase #5 Initial Projects and Phase #5 Additional Projects shown in Table III-H, and the costs associated with setting up the PID allocable to Phase #5 shown in Table IV-H. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #6

The annual projected costs and annual projected indebtedness for Phase #6 is shown in Table IV-P. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-P
Annual Projected Costs and Annual Projected Indebtedness - Phase #6

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #6 Annual Installments
2022	$5,967,861	$5,967,861	$0	$0
2023	$0	$0	$0	$0
2024	$0	$0	$0	$418,442
2025	$0	$0	$0	$419,398
2026	$0	$0	$0	$419,205
2027	$0	$0	$0	$419,920
Total	**$5,967,861**	**$5,967,861**	**$0**	**$1,676,964**

The annual projected costs shown in Table IV-P are the annual expenditures relating to the Phase #6 Projects shown in Table III-I, and the costs associated with setting up the PID shown in Table IV-I. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed bond issuance program entails a series of bond financings and/or obligations under the Reimbursement Agreement that are intended to finance and/or reimburse the costs of the public infrastructure required for the development of property within the PID. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Public Improvements. The City previously issued the Phase #1 Bonds the Phases #2-9 Major Improvement Area Bonds, and the Phase #1 Refunding Bonds to refund the Phase #1 Bonds. The City has also levied assessments on property within Phase #2, Phase #3, Phase #4, and Phase #5 in connection with obligations under the Reimbursement Agreement related to Authorized Improvements undertaken in each Phase and anticipates levying assessment on property within Phase #6 in connection with obligations under the Reimbursement Agreement relating to the Phase #6 Projects. Subsequent Bonds are anticipated to be issued and/or obligations under the Reimbursement Agreement are anticipated to be incurred over the upcoming decade as the Future Phases of the PID are gradually constructed.

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

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

1. The Actual Costs of the Authorized Improvements shall be allocated to the Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

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

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

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

5. The Actual Costs of the Initial Major Improvements are proportionally allocated to the Phases #2-9 Major Improvement Area Assessed Property and the Phase #1 Assessed Property based on the ratio of total original Equivalent Units calculated for the Phases #2-9 Major Improvement Area Assessed Property and the Phase #1 Assessed Property.

6. The Phases #2-9 Major Improvement Area Assessed Property's proportional share of the costs for the Initial Major Improvements is allocated to each Parcel within the Phase #2, Phase #3, Phase #4, and Phase #5 based on the total 2016 revised Equivalent Units calculated for each Parcel.

7. The Phases #2-9 Major Improvement Area Assessed Property's proportional share of the costs for the Initial Major Improvements (excluding Phase #2, Phase #3, Phase #4, and Phase #5 allocable shared) is allocated to each Parcel within the Phase #6 and the Future Phases based on the ratio of the total 2022 revised Equivalent Units calculated for each Parcel for the Phase #6 Assessed Property and the Assessed Property within the Future Phases.

8. The Phases #2-9 Major Improvement Area Assessed Property's proportional share of the costs for the Additional Major Improvements is allocated to each Parcel within the Phases #2-9 Major Improvement Area based on the total 2022 revised Equivalent Units calculated for each Parcel.

9. The Actual Costs of the Phase #1 Improvements are allocated to each Parcel within the Phase #1 Assessed Property based on the total 2016 revised Equivalent Units calculated for each Parcel.

10. The Phase #1 Assessed Property's proportional share of the costs of the Initial Major Improvements are allocated to each Parcel within the Phase #1 Assessed Property based on the total 2016 revised Equivalent Units calculated for each Parcel.

11. The Phase #1 Assessed Property's proportional share of the costs of the Additional Major Improvements are allocated to each Parcel within the Phase #1 Assessed Property based on the total 2022 revised Equivalent Units calculated for each Parcel.

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12. The Phase #2 Improvements are allocated to each Parcel within the Phase #2 Assessed Property based on the original total Equivalent Units calculated for each Parcel.

13. The Phase #3 Improvements are allocated to each Parcel within the Phase #3 Assessed Property based on the original total Equivalent Units calculated estimated for each Parcel.

14. The Phase #4 Improvements are allocated to each Parcel within the Phase #4 Assessed Property based on the original total Equivalent Units calculated for each Parcel.

15. The Phase #5 Improvements are allocated to each Parcel within the Phase #5 Assessed Property based on the original total Equivalent Units calculated for each Parcel.

16. The Phase #6 Improvements are allocated to each Parcel within the Phase #6 Assessed Property based on the total 2022 revised Equivalent Units calculated for each Parcel.

Table V-A provides the original allocation of costs of the Initial Major Improvements and Phase #1 Improvements. Table V-B provides the allocation of the costs of the Initial Major Improvements to property within Phase #2, Phase #3, Phase #4, Phase #5. Table V-C provides the allocation of the costs of the Initial Major Improvements to Phase #6 and the Future Phases. Table V-D provides the allocation of the costs of the Additional Major Improvements to property within Phase #1, Phase #2, Phase #3, Phase #4, Phase #5, Phase #6, and the Future Phases.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from internal subdivision Authorized Improvements that will benefit each individual phase and that are to be financed with Bonds. Therefore, at this time Parcels are only assessed or expected to be assessed for the special benefits conferred upon the Parcel because of the its allocable portion of the Initial Major Improvements, Additional Major Improvements, Phase #1 Improvements, Phase #2 Improvements, Phase #3 Improvements, Phase #4 Improvements, Phase #5 Improvements, and Phase #6 Improvements.

In connection with the issuance of Bonds and/or obligations incurred under the Reimbursement Agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Bonds issued and/or obligation under the Reimbursement Agreement with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Bonds and/or incurring an obligation under the Reimbursement Agreement, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently: (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvements, Additional Major Improvements, Phase #1 Improvements, the Phase #2 Improvements, the Phase #3 Improvements, the Phase #4 Improvements, the Phase #5 Improvements, and the Phase #6 Improvements (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied or to be levied on the Phase #1 Assessed Property, Phases #2-9 Major Improvement Area Assessed Property, the Phase #2 Assessed Property, the Phase #3 Assessed

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Property, the Phase #4 Assessed Property, the Phase #5 Assessed Property, and the Phase #6 Assessed Property for that property's allocable portion of such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Initial Major Improvements, Additional Major Improvements, Phase #1 Improvements, the Phase #2 Improvements, the Phase #3 Improvements, the Phase #4 Improvements, the Phase #5 Improvements, and the Phase #6 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Bonds and/or obligations are incurred under the Reimbursement Agreement, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

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

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

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

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

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Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

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

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the public improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Assessments result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The property owner has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the property owner is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the Assessed Property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

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5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF INITIAL MAJOR IMPROVEMENTS TO ASSESSED PROPERTY

The Initial Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Actual Costs of the Initial Major Improvements must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of Actual Costs for each Initial Major Improvement to Phase #1 and the Phases #2-9 Major Improvement Area.

Phase #1 contains 335 residential units, and the Phases #2-9 Major Improvement Area was, as part of the 2016 development plan update, projected to contain 1,437 residential units as shown in Appendix E on Table E-6 and Table E-8, respectively. As shown in Appendix E on Table E-21, the total projected 2016 revised Equivalent Units for Phase #1 was calculated as 210.80 and the total projected 2016 revised Equivalent Units for the Phases #2-9 Major Improvement Area was calculated as 888.39, as shown on Table E-24. The total projected 2016 revised Equivalent Units in the PID was, therefore, calculated to be 1,099.19 (i.e., 210.80 + 888.39 = 1,099.19). As a result, 19.18 percent of the Actual Costs of the Initial Major Improvements (i.e.,210.80 ÷ 1,099.19 = 19.18%) were allocated to the Phase #1 Assessed Property and 80.82 percent of the Actual Costs of the Initial Major Improvements (i.e., 888.39 ÷ 1,099.19 = 80.82%) were allocated to the Phases #2-9 Major Improvement Area Assessed Property. Table V-A summarizes the original allocation of Budgeted Costs of the Initial Major Improvements to Phase #1 and the Phases #2-9 Major Improvement Area.

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Table V-A
Allocation of Initial Major Improvements

Authorized Improvement	Total Costs
Roadway improvements	$10,366,268
Water improvements	$918,591
Sanitary sewer Improvements	$1,651,669
Storm drainage Improvements	$1,768,948
Other soft and miscellaneous costs	$427,195
Total Initial Major Improvements	**$15,132,671**
Phase #1	
Projected total Equivalent Units	210.80
% of total Equivalent Units	19.18%
Proportionate share of costs	$2,902,107
Phases #2-9 Major Improvement Area	
Projected total Equivalent Units	888.39
% of total Equivalent Units	80.82%
Proportionate share of costs[1]	$13,578,272

[1]The Phases #2-9 Major Improvement area share of Initial Major Improvement Costs is $13,578,272, which includes $1,347,708 in estimated bond issuance costs included in the original budget that has subsequently been substituted with other soft and miscellaneous costs.

As shown in Table V-A the total amount of the Actual Costs of the Initial Major Improvements originally allocated to the Phases #2-9 Major Improvement Area was $13,578,272.

Phase #2 contains 360 residential units. As shown in Table E-27 of Appendix E, the original total projected Equivalent Units for Phase #2 was calculated as 214.67. The Phases #2-9 Major Improvement Area was projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units of 888.39 as shown in Table E-24 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #2 Assessed Property was calculated as 24.16 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 214.67 ÷ 888.39 = 24.16%) originally allocated to the Phases #2-9 Major Improvement Area Assessed Property. These costs are applicable to the Phase #2 Assessed Property and were reallocated Phase #2 Assessed Property

Phase #3 contains 195 residential units. As shown in Table E-29 of Appendix E, the original total projected Equivalent Units for Phase #3 was calculated as 131.67. The Phases #2-9 Major Improvement Area was projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units was 888.39 as shown in Table E-24 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #3 Assessed Property was calculated as 14.82 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 131.67 ÷ 888.39 = 14.82%) originally allocated to the Phases #2-9 Major

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Improvement Area Assessed Property. These costs are applicable to the Phase #3 Assessed Property and were reallocated Phase #3 Assessed Property as shown in Table V-B.

Phase #4 contains 9 residential units. As shown in Table E-31 of Appendix E, the original total projected Equivalent Units for Phase #2 was calculated as 5.94. The Phases #2-9 Major Improvement Area was projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units was 888.39 as shown in Table E-24 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #4 Assessed Property was calculated as 0.67 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 5.94 ÷ 888.39 = 0.67%) originally allocated to the Phases #2-9 Major Improvement Area Assessed Property. These costs are applicable to the Phase #2 Assessed Property and were reallocated Phase #2 Assessed Property as shown in Table V-B.

Phase #5 contains 96 residential units. As shown in Table E-34 of Appendix E, the 2021 revised total projected Equivalent Units for Phase #5 is calculated as 72.84. The Phases #2-9 Major Improvement Area was originally projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units was 888.39 as shown in Table E-24 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #5 Assessed Property was calculated as 8.20 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 72.84 ÷ 888.39 = 8.20%) originally allocated to the Phases #2-9 Major Improvement Area Assessed Property. These costs are applicable to the Phase #5 Assessed Property and were reallocated Phase #5 Assessed Property as shown in Table V-B.

As shown in Table V-B, the total Initial Major Improvements allocable to Phases #2-9 Major Improvement Area was $13,578,272 and the specific phase proportional amount allocable to Phase #2, Phase #3, Phase #4, and Phase #5 were $3,281,045, $2,012,462, $90,788, and $1,113,296, respectively. As a result, the total Initial Major Improvements allocable to Phases #2-9 Major Improvement Area remaining to be reallocated to Phase #6 and the Future Phases is $7,080,681 (i.e., $13,578,272 – $3,281,045, – $2,012,462 – $90,788 – $1,113,296 = $7.080.681).

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Table V-B
Rellocation of Initial Major Improvement Costs Allocated to Phases
#2-9 Major Improvement Area

Total Initial Major Improvements[1]	**$13,578,272**
Phase #2	
Projected total Equivalent Units	214.67
% of total units	24.16%
Proportionate Share of Costs	$3,281,045
Phase #3	
Projected total Equivalent Units	131.67
% of total units	14.82%
Proportionate Share of Costs	$2,012,462
Phase #4	
Projected total Equivalent Units	5.94
% of total units	0.67%
Proportionate Share of Costs	$90,788
Phase #5	
Projected total Equivalent Units	72.84
% of total units	8.20%
Proportionate Share of Costs	$1,113,296
Future Phases	
Projected total Equivalent Units	463.27
% of total units	52.15%
Proportionate Share of Costs	$7,080,681

[1]Represents the original allocated amount of Initial Major Improvements to the Phases #2-9 Major Improvement Area as shown in Table V-A.

As part of the 2022 development plan update, the Phases #2-9 Major Improvement Area is now projected to contain 1,366 residential units resulting in a total 2022 revised Equivalent Units of 534.07 as shown in Table E-25 of Appendix E. The total 2022 revised Equivalent Units for Phase #2, Phase #3 Phase #4 and Phase #5 are calculated to be 128.56, 77.97, 3.53, and 42.48 as shown in Table E-28, Table E-30, Table E-32, and Table E-35 of Appendix E, respectively. As a result, the Phases #2-9 Major Improvement Area's 2022 revised Equivalent Units applicable to Phase #6 and Future Phases is 281.53 (i.e., 534.07 - 128.56 - 77.97 - 3.53 – 42.48 = 281.53).

Phase #6 contains 257 residential units. As shown in Table E-36 of Appendix E, the total Equivalent Units for Phase #6 is calculated as 83.22. As shown above, the Phases #2-9 Major Improvement Area 2022 revised Equivalent Units applicable to Phase #6 and Future Phases, collectively, is 281.53. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #6 Assessed Property is 29.56 percent (i.e., 83.22 ÷ 281.53 = 29.56%) and the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Future Phases is 70.44 percent (i.e., 198.31 ÷ 281.53 = 70.44%) as shown in Table V-C.

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Table V-C
Allocation of Initial Major Improvement Costs within the Phases #2-9 Major Improvement Area

Total Initial Major Improvements[1]	**$7,080,681**
Phase #6	
Projected total Equivalent Units	83.22
% of total units	29.56%
Proportionate Share of Costs	$2,093,043
Future Phases	
Projected total Equivalent Units	198.31
% of total units	70.44%
Proportionate Share of Costs	$4,987,638

[1]Represents the original allocated amount of Initial Major Improvements to the Phases #2-9 Major Improvement Area excluding amounts allocated to Phase #2, Phase #3, Phase 4, and Phase #5. See Table V-B for amounts previously allocated to Phase #2, Phase #3, Phase #4, and Phase #5.

D. Allocation of Additional Major Improvements to Assessed Property

As shown in Table E-22 and Table E-26 of Appendix E, the 2022 revised total Equivalent Units for Phase #1 and Phases #2-9 Major Improvement Area are calculated as 132.57 and 534.07, respectively, resulting in 665.88 2022 revised total Equivalent Units for the entire PID (i.e., 132.57 + 534.07 = 666.64). As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #1 Assessed Property is calculated as 19.89 percent of the costs of the Additional Major Improvements (i.e., 132.57 ÷ 666.64 = 19.89%) and the percentage used to reallocate the Additional Major Improvements applicable to the Phases #2-9 Major Improvement Area Assessed Property is calculated as 80.11 percent of the costs of the Additional Major Improvements (i.e., 534.07 ÷ 666.64 = 80.11%) as shown in Table V-D.

As shown in Table E-28 of Appendix E, the 2022 revised total Equivalent Units for Phase #2 is calculated as 128.56. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.64. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #2 Assessed Property is calculated as 19.28 percent of the costs of the Additional Major Improvements (i.e., 128.56 ÷ 666.64 = 19.28%) as shown in Table V-D.

As shown in Table E-30 of Appendix E, the 2022 revised total Equivalent Units for Phase #3 is calculated as 77.97. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.64. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #3 Assessed Property is calculated as 11.70 percent of the costs of the Additional Major Improvements (i.e., 77.97 ÷ 666.64 = 11.70%) as shown in Table V-D.

As shown in Table E-32 of Appendix E, the 2022 revised total Equivalent Units for Phase #4 is calculated as 3.53. As shown above, the 2022 revised total Equivalent Units for the entire PID is

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666.64. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #4 Assessed Property is calculated as 0.53 percent of the costs of the Additional Major Improvements (i.e., 3.53 ÷ 666.64 = 0.53%) as shown in Table V-D.

As shown in Table E-35 of Appendix E, the 2022 revised total Equivalent Units for Phase #5 is calculated as 42.48. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.64. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #5 Assessed Property is calculated as 6.37 percent of the costs of the Additional Major Improvements (i.e., 42.48 ÷ 666.64 = 6.37%) as shown in Table V-D.

As shown in Table E-36 of Appendix E, the total Equivalent Units for Phase #6 is calculated as 83.22. As shown above, the 2022 revised total equivalent Units for the entire PID is 666.64. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #6 Assessed Property is calculated as 12.48 percent of the costs of the Additional Major Improvements (i.e., 83.22 ÷ 666.64 = 12.48%) as shown in Table V-D.

The remaining portion of the Additional Major Improvements allocated to the Phases #2-9 Major Improvement Area are allocated to the Future Phases. The percentage used to reallocate the Additional Major Improvements applicable to the Future Phases within the Phases #2-9 Major Improvement Area is calculated as 29.75 percent of the costs of the Additional Major Improvements (i.e., 80.11% – 19.28% – 11.70% – 0.53% – 6.37% – 12.48% = 29.75%) as shown in Table V-D.

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Table V-D
Allocation of Additional Major Improvements

Authorized Improvement	Total Costs
Roadway Improvements	$1,417,681
Water Improvements	$182,128
Sanitary Sewer Improvements	$172,975
Storm Drainage Improvements	$285,348
Other soft and miscellaneous costs	$80,026
Total Additional Major Improvements	**$2,138,158**
Phase #1	
Projected total Equivalent Units	132.57
% of total units	19.89%
Proportionate Share of Costs	$425,200
Phase #2	
Projected total Equivalent Units	128.56
% of total units	19.28%
Proportionate Share of Costs	$412,339
Phase #3	
Projected total Equivalent Units	77.97
% of total units	11.70%
Proportionate Share of Costs	$250,078
Phase #4	
Projected total Equivalent Units	3.53
% of total units	0.53%
Proportionate Share of Costs	$11,322
Phase #5	
Projected total Equivalent Units	42.48
% of total units	6.37%
Proportionate Share of Costs	$136,249
Phase #6	
Projected total Equivalent Units	83.22
% of total units	12.48%
Proportionate Share of Costs	$266,917
Future Phases	
Projected total Equivalent Units	198.31
% of total units	29.75%
Proportionate Share of Costs	$636,053

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E. ASSESSMENT METHODOLOGY

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

1. Assessment Methodology for the Phases #2-9 Major Improvement Area

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects financed with the Phases #2-9 Major Improvement Area Bonds and by the Developer under the Reimbursement Agreement and otherwise without reimbursement shall be allocated to the Phases #2-9 Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels within the Phases #2-9 Major Improvement Area based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phases #2-9 Major Improvement Area Initial Projects and the Budgeted Costs of the Phases #2-9 Major Improvement Area Additional Projects, as set forth in Table III-A and III-B, the City Council has determined that the benefit to the Phases #2-9 Major Improvement Area Assessed Property from the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects is at least equal to the Assessments levied on the Phases #2-9 Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2-9 is shown on the Phases #2-9 Major Improvement Area Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Phase #1 Initial Projects and Phase #1 Additional Projects, shall be allocated to the

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Phase #1 Assessed Property by spreading the entire Assessment across the Parcels within Phase #1 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #1 Initial Projects and the Budgeted Costs of the Phase #1 Additional Projects, as set forth in Table III-D, the City Council has determined that the benefit to Phase #1 Assessed Property from the Phase #1 Initial Projects and the Phase #1 Additional Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot Type.

3. Assessment Methodology for Phase #2

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels within Phase #2 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #2 Initial Projects and the Budgeted Costs of the Phase #2 Additional Projects, as set forth in Table III-E, the City Council has determined that the benefit to Phase #2 Assessed Property from the Phase #2 Improvements is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

4. Assessment Methodology for Phase #3

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #3 Improvements shall be allocated to the Phase #3 Assessed Property by spreading the entire Assessment across the Parcels within Phase #3 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #3 Initial Projects and the Budgeted Costs of the Phase #3 Additional Projects as set forth in Table III-F, the City Council has determined that the benefit to Phase #3 Assessed Property from the Phase #3 Improvements is at least equal to the Assessments levied on the Phase #3 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

5. Assessment Methodology for Phase #4

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #4 Improvements shall be allocated to the Phase #4 Assessed Property by spreading the entire Assessment across the Parcels within Phase #4 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #4 Initial Projects and the Budgeted Costs of the Phase #4 Additional Projects, as set forth in Table III-G, the City Council has determined that the benefit to Phase #4 Assessed Property from the Phase #4 Improvements is at least equal to the Assessments levied on the Phase #4 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #4 is shown on the Phase #4 Assessment Roll, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

6. Assessment Methodology for Phase #5

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #5 Improvements shall be allocated to the Phase #5 Assessed Property by spreading the entire Assessment across the Parcels within Phase #5 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #5 Initial Projects and the Budgeted Costs of the Phase #5 Additional Projects, as set forth in Table III-H, the City Council has determined that the benefit to Phase #5 Assessed Property from the Phase #5 Improvements is at least equal to the Assessments levied on the Phase #5 Assessed Property

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #5 is shown on the Phase #5 Assessment Roll, attached as Appendix K, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

7. Assessment Methodology for Phase #6

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #6 Projects shall be allocated to the Phase #6 Assessed Property by spreading the entire Assessment across the Parcels within Phase #6 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #6 Projects, as set forth in Tables III-I, the City Council has determined that the benefit to Phase #6 Assessed Property from the Phase #6 Projects is at least equal to the Assessments levied on the Phase #6 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #6 is shown on the Phase #6 Assessment Roll, attached as Appendix L, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

8. Assessment Methodology for Future Phases

When any given Future Phase is developed, and Bonds for that Future Phase are to be issued and/or a related obligation is incurred under the Reimbursement Agreement, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

F. ASSESSMENTS

The Assessments for the Phases #2-9 Major Improvement Area, Phase #1, Phase #2, Phase #3, Phase #4, Phase #5, and Phase #6 are levied on each Parcel according to the Phases #2-9 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, the Phase #4 Assessment Roll, the Phase #5 Assessment Roll, and the Phase #6 Assessment Roll attached hereto as Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, and Appendix L, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

G. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

H. PREPAYMENT RESERVE

Pursuant to the PID Act, the interest rate for Assessments that secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds (the "Additional Interest Component"), and with respect to the Phases #2-9 Major Improvement Area Bonds, with up to 0.20% (the "Prepayment Component") of such Additional Interest Component allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Phases #2-9 Major Improvement Area Bonds are prepaid, and with respect to the Phases #2-9 Major Improvement Area Bonds, up to 0.30% (the "Delinquency Component) of such Additional Interest Component allocated to fund a Delinquency Reserve account as described below. The Prepayment Reserve Component shall be deposited to a Prepayment Reserve until it reaches 1.50% of the outstanding Phases #2-9 Major Improvement Area Bonds as stipulated in the Phases #2-9 Major Improvement Bond documents. Once the Prepayment Reserve is funded in full, the Prepayment Component will continue to be collected and the Prepayment Component shall be deposited in a Delinquent Reserve account as described in sub-section I below.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

I. DELINQUENCY RESERVE

The City has allocated the Delinquency Component of the Annual Installments, and with respect to the Phases #2-9 Major Improvement Area Bonds, to offset any possible delinquent payments. The Delinquency Reserve shall be funded up to 4% of the outstanding Phases #2-9 Major Improvement Area Bonds. Once the Delinquent Reserve has reached such level, the Delinquency Component may not continue to be collected. The City may allocate a portion of the Delinquency Component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or reduce the Assessments, as determined by the City Council.

J. ADDITIONAL INTEREST RESERVE

Funds generated by the Additional Interest Rate related to the Phase #1 Refunding Bonds and Future Phase Bonds are held in reserves held under the applicable Trust Indenture (the "Additional Interest Reserve"), which may be used to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Phase #1 Refunding Bonds or Future Phase Bonds are prepaid, to offset any possible delinquent payments and pay Administrative Expenses provided for in the applicable Trust Indenture.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

VI. THE ASSESSMENT ROLL

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PHASES #2-9 MAJOR IMPROVEMENT AREA

The Assessment and Annual Installments for each Assessed Property located within the Phases #2-9 Major Improvement Area are shown on the Phases #2-9 Major Improvement Area Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for each Assessed Property located within the Phases #2-9 Major Improvement Area shall be collected in an amount sufficient to pay (i) principal and interest on the Phases #2-9 Major Improvement Area Bonds, (ii) principal and interest on the Reimbursement Agreement for Phases #2-9 Initial Major Improvements, (iii) Additional Interest to fund the Prepayment Reserve and Delinquency Reserve related to the Phases #2-9 Major Improvement Area Bonds described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for each Assessed Property located within Phase #1 shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Refunding Bonds, (ii) the Additional Interest to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for each Assessed Property located within Phase #2 shall be collected in an amount sufficient to pay (i) principal and interest due under the Reimbursement Agreement related to Phase #2, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

D. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #3

The Assessment and Annual Installments for each Assessed Property located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for each Assessed Property located within Phase #3 shall be collected in an amount sufficient to pay (i) principal and interest due under the Reimbursement Agreement for Phase #3, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

E. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #4

The Assessment and Annual Installments for each Assessed Property located within Phase #4 is shown on the Phase #4 Assessment Roll, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for each Assessed Property located within Phase #4 shall be collected in an amount sufficient to pay (i) principal and interest due under the Reimbursement Agreement for Phase #4, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

F. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #5

The Assessment and Annual Installments for each Assessed Property located within Phase #5 is shown on the Phase #5 Assessment Roll, attached as Appendix K, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for each Assessed Property located within Phase #5 shall be collected in an amount sufficient to pay (i) principal and interest due under the Reimbursement Agreement for Phase #5, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

G. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #6

The Assessment and Annual Installments for each Assessed Property located within Phase #6 is shown on the Phase #6 Assessment Roll, attached as Appendix L, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

The Annual Installments for each Assessed Property located within Phase #6 shall be collected in an amount sufficient to pay (i) principal and interest due under the Reimbursement Agreement for Phase #6, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

H. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for phase #7, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

I. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels existing prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount and related Prepayment Costs by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

J. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. Payments required as described in Section I or this Section J shall be treated the same as any Assessment that is due and owing under the Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

K. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or an obligation due under the Reimbursement Agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or obligation under the Reimbursement Agreement, resulting in excess Bond proceeds or Assessment Revenues being available to redeem Bonds of such series and/or a need to reduce the related obligation under the Reimbursement Agreement, as the case may be, then the Assessment securing such series of Bonds and/or obligations under the Reimbursement Agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds or Assessment Revenues shall applied to redeem Bonds of such series as provided in the Indenture or to reduce the obligation under the Reimbursement Agreement, as applicable. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under the Reimbursement Agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay obligations under the

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Reimbursement Agreement and/or to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under the Reimbursement Agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under the Reimbursement Agreement is equal to the outstanding principal amount of the Bonds and/or the amount outstanding under the Reimbursement Agreement.

L. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture or applicable reimbursement agreement; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner responsible to pay an Assessment, the Assessment on any Parcel plus Prepayment Costs related thereto may be paid in part; provided, however, if PID Bonds have been issued, then such payment shall be in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator and approved by the City. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Component.

Phases #2-9 Major Improvement Area

Each Assessment for the Phases #2-9 Major Improvement Area Assessed Property shall be paid with interest related to the actual interest rate paid on the Phases #2-9 Major Improvement Area Bonds (plus additional interest) and Reimbursement Agreement allocable to the Phases #2-9 Major Improvement Area, respectively, as shown in the Phases #2-9 Major Improvement Area Assessment Roll. Interest on the Phases #2-9 Major Improvement Area Bonds is based on an interest rate of 5.50% in years 1 through 10 (2015-2024), 6.00% in years 11 through 16 (2025-2030), 6.250% in years 17 through 26 (2031-2040). Interest on the Reimbursement Agreement allocable to the Phases #2-9 Major Improvement Area shall be paid based on an interest rate of 9.43% per annum for years 1 through 5 and 6.43% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement allocable to the Phases #2-9 Major Improvement Area shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phases #2-9 Major Improvement Area Assessed Property was 4.43%. The City has determined that the Reimbursement Agreement shall bear interest at the interest rate of 9.43% per annum for years 1 through 5 and 6.43% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 9.43% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.43%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phases #2-9 Major Improvement Area Assessment Roll. The Phases #2-9 Major Improvement Area Assessment Roll is shown as Appendix G.

Phase #1 (for Phase #1 Bonds)

Each Assessment for the Phase #1 Assessed Property was originally paid with interest of no more than the actual interest rate paid on the Phase #1 Bonds. The Phase #1 Assessment Roll set forth for each year the Annual Installment for each Parcel based on an interest rate of 5.375% in years 1 through 14 (2015-2028), 5.50% in years 15 through 18 (2029-2032), 5.875% in years 19 through 26 (2033-2040), and the Additional Interest at the rate of 0.5% to fund Prepayment and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix G.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Phase #1 Refunding

Following the issuance of the Phase #1 Refunding Bonds, each Assessment for the Phase #1 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phase #1 Refunding Bonds. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.00% in years 1 through 10 (2021-2030), 3.00% in years 11 through 15 (2031 through 2035), 2.625% in years 16 through 20 (2036-2040), and the Additional Interest at the rate of 0.5% to fund Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix G.

Phase #2

Each Assessment for the Phase #2 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the portion of the Reimbursement Agreement allocable to Phase #2. Interest on the portion of the Reimbursement Agreement allocable to Phase #2 shall be paid based on an interest rate of 8.87% per annum for years 1 through 5 and 5.87% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #2 Assessed Property was 3.87%. The City has determined that the portion of the Reimbursement Agreement allocable to Phase #2 shall bear interest at the interest rate of 8.87% per annum for years 1 through 5 and 5.87% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.87% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.87%. Furthermore, the Annual Installments of the Assessments levied against Phase #2 Assessed Property may not exceed the amounts shown on the Phase #2 Assessment Roll. The Phase #2 Assessment Roll is shown as Appendix H.

Phase #3

Each Assessment for the Phase #3 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the portion of the Reimbursement Agreement allocable to Phase #3. Interest on the portion of the Reimbursement Agreement allocable to Phase #3 shall be paid based on an interest rate of 8.33% per annum for years 1 through 5 and 5.33% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall

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then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #3 Assessed Property was 3.33%. The City has determined that the portion of the Reimbursement Agreement allocable to Phase #3 shall bear interest at the interest rate of 8.33% per annum for years 1 through 5 and 5.33% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.33% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.33%. Furthermore, the Annual Installments of the Assessments levied against Phase #3 Assessed Property may not exceed the amounts shown on the Phase #3 Assessment Roll. The Phase #3 Assessment Roll is shown as Appendix I.

Phase #4

Each Assessment for the Phase #4 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the portion of the Reimbursement Agreement allocable to Phase #4. Interest on the portion of the Reimbursement Agreement allocable to Phase #4 shall be paid based on an interest rate of 7.61% per annum for years 1 through 5 and 4.61% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #4 Assessed Property was 2.61%. The City has determined that the portion of the Reimbursement Agreement allocable to Phase #4 shall bear interest at the interest rate of 7.61% per annum for years 1 through 5 and 4.61% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 7.61% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 4.61%. Furthermore, the Annual Installments of the Assessments levied against Phase #4 Assessed Property may not exceed the amounts shown on the Phase #4 Assessment Roll. The Phase #4 Assessment Roll is shown as Appendix J.

Phase #5

Each Assessment for the Phase #5 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the portion of the Reimbursement Agreement allocable to Phase #5. Interest on the portion of the Reimbursement Agreement allocable to Phase #5 shall be paid based on an interest rate of 7.64% per annum for years 1 through 5 and 4.64% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior

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to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #5 Assessed Property was 2.64%. The City has determined that the portion of the Reimbursement Agreement allocable to Phase #5 shall bear interest at the interest rate of 7.64% per annum for years 1 through 5 and 4.64% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 7.64% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 4.64%. Furthermore, the Annual Installments of the Assessments levied against Phase #5 Assessed Property may not exceed the amounts shown on the Phase #5 Assessment Roll. The Phase #5 Assessment Roll is shown as Appendix K.

Phase #6

Each Assessment for the Phase #6 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the portion of the Reimbursement Agreement allocable to Phase #6. Interest on the portion of the Reimbursement Agreement allocable to Phase #6 shall be paid based on an estimated interest rate of 5.47% per annum for years 1 through 5 and 5.47% per annum following the fifth Annual Installment. The interest on the Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #6 Assessed Property was ___%. The City has determined that the portion of the Reimbursement Agreement allocable to Phase #6 shall bear interest at the interest rate of 5.47% per annum for years 1 through 5 and 5.47% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 5.47% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.47%. Furthermore, the Annual Installments of the Assessments levied against Phase #6 Assessed Property may not exceed the amounts shown on the Phase #6 Assessment Roll. The Phase #6 Assessment Roll is shown as Appendix L.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and/or the obligation due under the Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds and/or the obligation due under the Reimbursement Agreement in accordance with Section 372.027 of the PID Act. In the

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event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

M. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a Prepayment Reserve (if applicable). Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes, as applicable, and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Phases #2-9 Major Improvement Area

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phases #2-9 Major Improvement Area Bonds and Reimbursement Agreement commenced with the issuance of the Phases #2-9 Major Improvement Area Bonds.

Phase #1

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phase #1 Bonds commenced with the issuance of the Phase #1 Bonds.

Phase #2

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #2 Improvements were billed in October 2018.

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Phase #3

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #3 Improvements were billed in October 2020.

Phase #4

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #4 Improvements were billed in October 2021.

Phase #5

The collection of the first Annual Installment for a Phase #5 Lot or Phase #5 Parcel shall commence upon: (A) satisfaction of the applicable requirements of the Trust Indenture relating to the Phases #2-9 Major Improvement Area Bonds relating to the issuance of additional obligations, and (B) the earlier of: (i) September 1st following the recording of the final plat for that Lot or Parcel in the official public records of Collin County, Texas, (ii) the issuance of one or more series of Phase #5 Bonds, or (iii) September 1st following the two year anniversary of the levy of Assessments on the Phase #5 Assessed Property. Such first Annual Installment for a Phase #5 Lot or Phase #5 Parcel shall be due by January 31st of the following calendar year. It is anticipated that the initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #5 Improvements will be billed in October 2022.

Phase #6

The collection of the first Annual Installment for a Phase #6 Lot or Phase #6 Parcel shall commence upon: (A) satisfaction of the applicable requirements of the Trust Indenture relating to the Phases #2-9 Major Improvement Area Bonds relating to the issuance of additional obligations, and (B) the earlier of: (i) September 1, 2023, (ii) with tax bills sent the first October after the issuance of one or more series of Bonds for Phase #6 Projects such that upon the issuance of such Bonds, all Assessments levied for Phase #6 Projects shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments related to the Phase #6 Projects on the Phase #6 Assessed Property. Such first Annual Installment for a Phase #6 Lot or Phase #6 Parcel shall be due by January 31st of the following calendar year.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

VII. THE ASSESSMENT ROLL

A. PHASES #2-9 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Each Parcel within the Phases #2-9 Major Improvement Area has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Phases #2-9 Major Improvement Area.

Phases #2-9 Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phases #2-9 Major Improvement Area Initial Projects and receives benefit from the Phases #2-9 Major Improvement Area Additional Projects being paid for by the Developer. Table VII-A summarizes the $21,575,915 in special benefit received by the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects, the pro rata costs of the PID formation, and issuance costs for the Phases #2-9 Major Improvement Area Bonds. The amount of Phases #2-9 Major Improvement Area Bonds and the Reimbursement Agreement for the Phases #2-9 Major Improvement Area is calculated as $18,150,000 [$13,150,000 + $5,000,000 = $18,150,000], which is less than the benefit received by Phases #2-9 Major Improvement Area Assessed Property for the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects, and as such the total Assessment for all Assessed Property within Phases #2-9 Major Improvement Area for the Phases #2-9 Major Improvement Area Projects is $18,150,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within the Phases #2-9 Major Improvement Area is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2-9 Major Improvement Area Assessment Roll is attached hereto as Appendix F.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table VII-A
Special Benefit Summary – Phases #2-9 Major Improvement Area

Special Benefit	Total Cost
Total Phases #2-9 Major Improvement Area Initial Projects	$15,291,230
Total Phases #2-9 Major Improvement Area Additional Projects[1]	$1,712,958
Subtotal	*$17,004,187*
PID Formation/Bond Issuance Costs:	
Debt service reserve	$1,073,375
Capitalized interest	$1,590,250
Bond issuance costs	$1,908,104
Subtotal Bond Issuance Costs	*$4,571,728*
Total Special Benefit	**$21,575,915**
Special Benefit:	
Total Special Benefit	$21,575,915
Assessment	$18,150,000
Excess Benefit	**$3,425,915**

[1]See Table III-A and Table III-B for details.

B. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #1 Initial Projects and receives benefit from the Phase #1 Additional Projects being paid for by the Developer. Table VII-B summarizes the $11,397,819 in special benefit received by Phase #1 Assessed Property from the Phase #1 Initial Projects and Phase #1 Additional Projects, the pro rata costs of the PID formation, and the issuance costs for the Phase #1 Bonds. The original amount of Phase #1 Bonds was $9,000,000, which was less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 was $9,000,000 plus annual Administrative Expenses and other authorized charges. In addition, the Phase #1 Assessments were adjusted to reflect the Phase #1 Refunding Bond related savings in the total amount of $475,000. As a result, the net assessment on the Phase #1 Assessed Property was $8,525,000, resulting in $2,872,819 in excess benefit as shown below. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix G.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table VII-B
Special Benefit Summary – Phase #1

Special Benefit	Total Cost
Total Phase #1 Initial Projects[1]	$9,272,722
Total Phase #1 Additional Projects	$425,200
Subtotal	*$9,697,922*
PID Formation/Bond Issuance Costs:	
Debt service reserve	$727,844
Capitalized interest	$456,939
Bond issuance costs	$515,114
Subtotal Bond Issuance Costs	*$1,699,897*
Total Special Benefit	**$11,397,819**
Special Benefit:	
Total Special Benefit	$11,397,819
Original Assessment:	$9,000,000
Refunding related savings	($475,000)
Net Assessment	*$8,525,000*
Excess Benefit	**$2,872,819**

[1]See Table III-D details.

C. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements and receives benefit from the Phase #2 Additional Projects being paid for by the Developer. Table VII-C summarizes the $5,826,366 [$5,414,027 + $412,339 = $5,826,366) in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements, the Phase #2 Additional Projects and the pro rata costs of the PID formation. The total amount of obligation under the Reimbursement Agreement related to Phase #2 is $5,300,000, which is less than the benefit received by Phase #2 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #2 is $5,300,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix H.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table VII-C
Special Benefit Summary – Phase #2

Special Benefit	Total Cost
Total Phase #2 Improvements[1]	$5,414,027
Total Phase #2 Additional Projects	$412,339
Subtotal	*$5,826,366*
Total Special Benefit	**$5,826,366**
Special Benefit:	
Total Special Benefit	$5,826,366
Assessment	$5,300,000
Excess Benefit	**$526,366**

[1]See Table III-E for details.

D. PHASE #3 ASSESSMENT ROLL

Phase #3 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #3 Improvements and receives benefit from the Phase #3 Additional Projects being paid for by the Developer. Table VII-D summarizes the $4,627,078 [$4,377,000 + $250,078 = $4,627,078) in special benefit received by Phase #3 Assessed Property from the Phase #3 Improvements, the Phase #3 Additional Projects and the pro rata costs of the PID formation. The total amount of obligation under the Reimbursement Agreement related to Phase #3 is $3,700,000, which is less than the benefit received by Phase #3 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #3 is $3,700,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #3 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan. The Phase #3 Assessment Roll is attached hereto as Appendix I.

Table VII-D
Special Benefit Summary – Phase #3

Special Benefit	Total Cost
Total Phase #3 Improvements[1]	$4,377,000
Total Phase #3 Additional Projects	$250,078
Subtotal	*$4,627,078*
Total Special Benefit	**$4,627,078**
Special Benefit:	
Total Special Benefit	$4,627,078
Assessment	$3,700,000
Excess Benefit	**$927,078**

[1]See Table III-F for details.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

E. PHASE #4 ASSESSMENT ROLL

Phase #4 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #4 Improvements and receives benefit from the Phase #4 Additional Projects being paid for by the Developer. Table VII-E summarizes the $403,322 [$392,000 + $11,322 = $403,322) in special benefit received by Phase #4 Assessed Property from the Phase #4 Improvements, the Phase #4 Additional Projects and the pro rata costs of the PID formation. The total amount of obligation under the Reimbursement Agreement related to Phase #4 is $167,000, which is less than the benefit received by Phase #4 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #4 is $167,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #4 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan. The Phase #4 Assessment Roll is attached hereto as Appendix J.

Table VII-E
Special Benefit Summary – Phase #4

Special Benefit	Total Cost
Total Phase #4 Improvements[1]	$392,000
Total Phase #4 Additional Projects	$11,322
Subtotal	*$403,322*
Total Special Benefit	**$403,322**
Special Benefit:	
Total Special Benefit	$403,322
Assessment	$167,000
Excess Benefit	**$236,322**

[1]See Table III-G for details.

F. PHASE #5 ASSESSMENT ROLL

Phase #5 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #5 Improvements and receives benefit from the Phase #5 Additional Projects being paid for by the Developer. Table VII-F summarizes the $3,600,444 [$3,464,195 + $136,249 = $3,600,444) in special benefit received by Phase #5 Assessed Property from the Phase #5 Improvements, the Phase #5 Additional Projects and the pro rata costs of the PID formation. The total amount of obligation under the Reimbursement Agreement related to Phase #5 is $2,510,000, which is less than the benefit received by Phase #5 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #5 is $2,510,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #5 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan. The Phase #5 Assessment Roll is attached hereto as Appendix K.

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Table VII-F
Special Benefit Summary – Phase #5

Special Benefit	Total Cost
Total Phase #5 Improvements[1]	$3,464,195
Total Phase #5 Additional Projects	$136,249
Total	*$3,600,444*
Total Special Benefit	**$3,600,444**
Special Benefit:	
Total Special Benefit	$3,600,444
Assessment	$2,510,000
Excess Benefit	**$1,090,444**

[1]See Table III-H for details.

G. PHASE #6 ASSESSMENT ROLL

Phase #6 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #6 Projects. Table VII-G summarizes the $5,967,861 in special benefit received by Phase #6 Assessed Property from the Phase #6 Projects and the pro rata costs of the PID formation. The total amount of obligation under the Reimbursement Agreement related to Phase #6 is $5,967,861, which is equal to the benefit received by Phase #6 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #6 is $5,967,861 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #6 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #6 Assessment Roll is attached hereto as Appendix L.

Table VII-G
Special Benefit Summary – Phase #6

Special Benefit	Total Cost
Total Phase #6 Projects[1]	$5,967,861
Total Special Benefit	**$5,967,861**
Special Benefit:	
Total Special Benefit	$5,967,861
Assessment	$5,967,861
Excess Benefit	**$0**

[1]See Table III-I for details.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

H. Future Phase Assessment Roll

As Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for phase #7, etc.).

I. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-9 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, the Phase #4 Assessment Roll, the Phase #5 Assessment Roll, and the Phase #6 Assessment Roll, in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); (iv) payments of the Assessment, if any, as provided by Section VI.H of this Service and Assessment Plan.

Upon the future issuance of Bonds, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Administrative Expenses, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the applicable Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to a parcel of Assessed Property or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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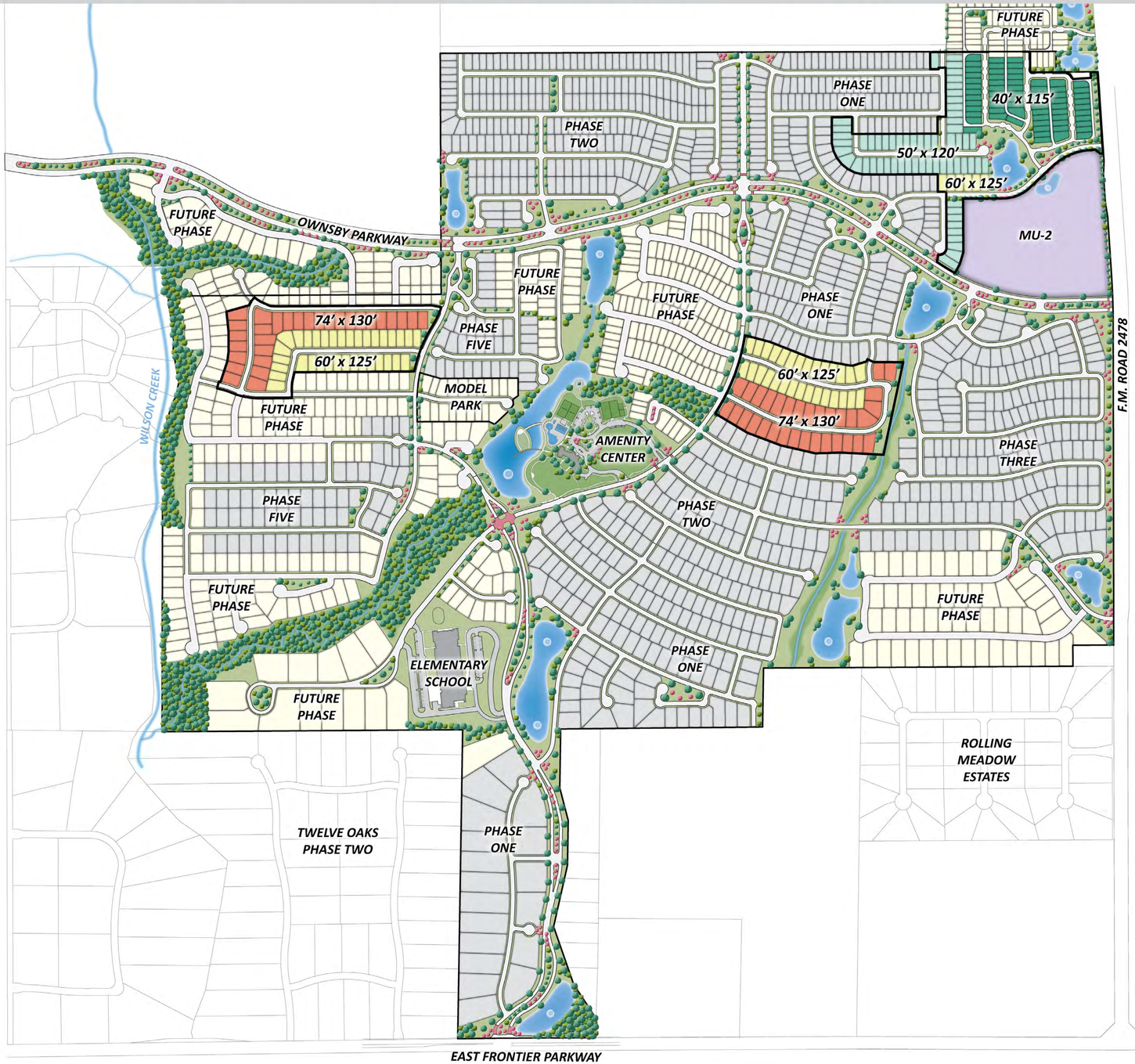
Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

APPENDIX A
THE PID MAP & LEGAL DESCRIPTION FOR PHASE #6

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES-PHASE 6



PHASE SIX DEVELOPMENT DATA

- 66 Lots Total - 40' x 115' Lots
- 61 Lots Total - 50' x 120' Lots
- 69 Lots Total - 60' x 125' Lots
- 61 Lots Total - 74' x 130-135' Lots

MUSTANG LAKES

Celina, Texas
3-02-2021
05052

- Existing Phases
- Future Phases
- Mixed Use

This layout is for conceptual purposes only, based on preliminary information.
It is subject to change without notice and also subject to governmental approvals.

Image is shown at a scale of **1" = 400'** when printed 24 x 36.

N

Cambridge

DOWDEY, ANDERSON & ASSOCIATES, INC.
Land Planning ✣ Civil Engineering ✣ Water Resources ✣ Construction Services

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

LEGAL DESCRIPTION
(64.337 Acres)

TRACT ONE
28.866 ACRES

BEING a tract of land in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas, and being part of that tract of land conveyed in Deed to Celina 682 Partners, L.P., according to the document of record filed in Document Number 20060419000517060, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow cap stamped "DAA" found in the south line of that tract of land conveyed in Deed to Celina 557 Partners, L.P., according to the document of record filed in Document Number 20190205000119410, Official Public Records, Collin County, Texas, for the northeast corner of Lot 22, Block P, MUSTANG LAKES PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Amended Plat of record filed in Cabinet 2017, Page 74, Official Public Records, Collin County, Texas;

THENCE N 89° 51' 51" E, a distance of 110.00 feet to a 1/2" iron rod set in the common north line of said Celina 682 Partners, L.P. tract and the south line of said Celina 557 Partners, L.P. tract

THENCE Leaving said common line, over and across said Celina 682 Partners, L.P. tract, the following courses and distances:

S 00° 17' 18" E, a distance of 19.90 feet to a 1/2" iron rod set;

N 89° 42' 42" E, a distance of 120.00 feet to a 1/2" iron rod set;

N 00° 17' 18" E, a distance of 19.58 feet to a 1/2" iron rod set in said common line;

THENCE N 89° 51' 51" E, along said common line, a distance of 23.09 feet to a 1/2" iron rod set;

THENCE S 89° 56' 24" E, continuing along said common line, a distance of 160.91 feet to a 1/2" iron rod set;

THENCE Leaving said common line, over and across said Celina 682 Partners, L.P. tract, the following courses and distances:

S 00° 17' 18" E, a distance of 41.57 feet to a 1/2" iron rod set;

N 89° 42' 42" E, a distance of 115.00 feet to a 1/2" iron rod set;

N 87° 37' 20" E, a distance of 18.01 feet to a 1/2" iron rod set;

N 00° 17' 18" E, a distance of 40.00 feet to a 1/2" iron rod set in said common line:

THENCE N 89° 42' 42" E, along said common line, a distance of 51.00 feet to a 1/2" iron rod set;

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

THENCE Leaving said common line, over and across said Celina 682 Partners, L.P. tract, the following courses and distances:

S 00° 17' 18" E, a distance of 136.76 feet to a 1/2” iron rod set;

S 45° 16' 10" E, a distance of 14.15 feet to a 1/2” iron rod set;

N 89° 44' 59" E, passing at a distance of 172.31 feet, a 1/2” iron rod found for a common interior ell corner of said Celina 682 Partners, L.P. tract and the southwest corner of that tract of land conveyed in Deed to City of McKinney, according to the document of record filed in Document Number 20111026001149950, Official Public Records, Collin County, Texas, and continuing in all with the south line of said City of McKinney tract, a total distance of 233.83 feet to a 1/2” iron rod set at the beginning of a curve to the right having a central angle of 66° 09' 26", a radius of 58.00 feet and a chord bearing and distance of S 57° 10' 18" E, 63.31 feet;

THENCE Leaving said south line, over and across said Celina 682 Partners, L.P. tract, the following courses and distances:

With said curve to the right, an arc distance of 66.97 feet to a 1/2” iron rod set;

S 33° 30' 00" E, a distance of 16.83 feet to a 1/2” iron rod set;

N 86° 09' 58" E, a distance of 128.26 feet to a 1/2” iron rod set;

N 03° 50' 02" W, a distance of 40.69 feet to a 1/2” iron rod set in said south line;

THENCE N 89° 44' 59" E, with said south line, a distance of 50.11 feet to a 1/2” iron rod with yellow cap stamped “DAA” found in the west line of Farm to Market Road 2478, (F.M. 2478), a variable width right-of-way, for the common most easterly northeast corner of said Celina 682 Partners, L.P. tract and the southeast corner of said City of McKinney tract;

THENCE S 04° 07' 13" E, with the common east line of said Celina 682 Partners, L.P. and the west line of said F.M. 2478, a distance of 113.40 feet to a 1/2” iron rod set;

THENCE S 03° 46' 13" E, continuing with said common line, a distance of 468.22 feet to a 1/2” iron rod set;

THENCE Leaving said common line, over and across said Celina 682 Partners, L.P., the following courses and distances:

S 86° 13' 47" W, a distance of 20.00 feet to a 1/2” iron rod set;

N 48° 46' 13" W, a distance of 42.43 feet to a 1/2” iron rod set;

S 86° 13' 47" W, a distance of 43.85 feet to a 1/2” iron rod set at the beginning of a curve to the left having a central angle of 39° 30' 50", a radius of 425.00 feet and a chord bearing and distance of S 66° 28' 23" W, 287.33 feet;

With said curve to the left, an arc distance of 293.10 feet to a 1/2” iron rod set;

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

S 46° 42' 58" W, a distance of 226.46 feet to a 1/2” iron rod set at the beginning of a curve to the right having a central angle of 42° 59' 44", a radius of 275.00 feet and a chord bearing and distance of S 68° 12' 50" W, 201.56 feet;

With said curve to the right, an arc distance of 206.36 feet to a 1/2” iron rod set;

S 89° 42' 42" W, a distance of 288.01 feet to a 1/2” iron rod set;

S 00° 17' 18" E, a distance of 383.11 feet to a 1/2” iron rod set;

S 16° 50' 58" W, a distance of 90.90 feet to a 1/2” iron rod set;

S 28° 47' 36" W, a distance of 70.11 feet to a 1/2” iron rod set in the north line of Ownsby Parkway, a 120’ right-of-way, said being at the beginning of a non-tangent curve to the right having a central angle of 04° 50' 19", a radius of 1,440.00 feet and a chord bearing and distance of N 58° 47' 15" W, 121.57 feet;

THENCE With the north line of said Ownsby Parkway and said curve to the right, an arc distance of 121.60 feet to a 1/2” iron rod set;

THENCE N 56° 22' 06" W, continuing with the north line of said Ownsby Parkway, a distance of 29.63 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of Lot 16X, Block N, of the above mentioned AMENDED PLAT MUSTANG LAKES PHASE ONE Addition;

THENCE Leaving said north line, and with the east line of said Addition, the following courses and distances:

N 10° 33' 28" E, a distance of 51.53 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found at the beginning of a curve to the left having a central angle of 100° 50' 48", a radius of 50.00 feet and a chord bearing and distance of N 50° 08' 04" E, 77.08 feet;

With said curve the left, an arc distance of 88.01 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 00° 17' 18" W, a distance of 401.47 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 89° 42' 42" W, a distance of 60.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of Lot 18, Block S of said Addition;

THENCE N 00° 17' 18" W, a distance of 125.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the northeast corner of said Lot 18;

THENCE With the north and east lines of Block S of said Addition, the following courses and distances:

S 89° 42' 42" W, a distance of 420.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

N 89° 56' 03" W, a distance of 60.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 88° 45' 30" W, a distance of 62.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 75° 42' 38" W, a distance of 54.87 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 63° 09' 54" W, a distance of 54.88 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 50° 34' 40" W, a distance of 54.88 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 37° 59' 21" W, a distance of 54.88 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 25° 26' 07" W, a distance of 54.88 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 12° 50' 57" W, a distance of 54.88 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 00° 17' 18" W, a distance of 187.42 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found in the south line of Seattle Slew Drive, a 50’ right-of-way, for the northeast corner of Lot 1, Block S of said Addition;

THENCE N 89° 42' 42" E, with said south line, a distance of 144.96 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found at the intersection of said south line and the west line of Pillory Lane, a 50’ right-of-way;

THENCE S 00° 17' 18" E, with said west line, a distance of 120.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

THENCE N 89° 42' 42" E, passing at a distance of 50.00 feet, a 1/2” iron rod with a yellow cap stamped “DAA” found for the southwest corner of Lot 1, Block R of said Addition, and continuing in all for a total distance of 610.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of Lot 11, Block R of said Addition;

THENCE With the east line of said Addition, the following courses and distances:

N 00° 17' 18" W, a distance of 120.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 89° 42' 42" E, a distance of 60.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

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N 00° 17' 18" W, a distance of 350.50 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 89° 42' 42" W, a distance of 50.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 00° 17' 18" E, a distance of 10.50 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 89° 42' 42" W, a distance of 60.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

N 00° 17' 18" W, a distance of 122.57 feet to the **POINT OF BEGINNING**, and containing 28.866 acres of land, more or less.

TRACT TWO
17.720 ACRES

BEING a tract of land in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas, and being part of that tract of land conveyed in Deed to Celina 682 Partners, L.P., according to the document of record filed in Document Number 20060419000517060, Official Public Records, Collin County, Texas, and being part of Lot 5X, Block I, MUSTANG LAKES PHASE 3B, an Addition to the City of Celina, Collin County, Texas, according to the Plat filed of record in Cabinet 2020, Page 72, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2” iron rod with a yellow cap stamped “DAA” found for the common northwest corner of said Lot 5X and the southwest corner of Lot 8X, Block T, AMENDED PLAT MUSTANG LAKES PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Cabinet 2017, Page 74, Official Public Records, Collin County, Texas;

THENCE With the south line of Block T of said Addition, the following courses and distances:

S 74° 53' 19" E, a distance of 187.06 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 68° 27' 17" E, a distance of 326.93 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

S 79° 48' 00" E, a distance of 271.24 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the common southeast corner of Lot 12, Block T of said Addition and the southwest corner of Lot 13, Block T, MUSTANG LAKES PHASE 3B, an Addition to the City of Celina, Collin County, Texas, according to the Plat filed of record in Cabinet 2020, Page 72, Official Public Records, Collin County, Texas;

THENCE N 89° 40' 07" E, with the south line of said Lot 13, a distance of 18.78 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

THENCE N 73° 05' 16" E, a distance of 101.52 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the southeast corner of Lot 14, Block T of said Addition, said being at the beginning of a non-tangent curve to the right having a central angle of 04° 41' 16", a radius of 175.00 feet and a chord bearing and distance of N 22° 39' 06" E, 14.31 feet;

THENCE With the southeast line of said Lot 14, said curve to the right, an arc distance of 14.32 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the beginning of a reverse curve to the left having a central angle of 01° 13' 19", a radius of 125.00 feet and a chord bearing and distance of N 24° 23' 04" E, 2.67 feet;

THENCE Continuing with the southeast line of said Lot 14 and with said curve to the left, an arc distance of 2.67 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

THENCE S 66° 13' 35" E, leaving the southeast line of said Lot 14, a distance of 50.00 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the southwest corner of Lot 86, Block I of said Addition;

THENCE S 89° 35' 30" E, a distance of 209.93 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for an interior ell corner of Lot 2X, Block I of said Addition;

THENCE S 12° 03' 09" W, with the west line of said Lot 2X, a distance of 675.04 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for an interior ell corer of said Lot 2X;

THENCE N 87° 13' 54" W, a distance of 313.41 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the common corner of Lot 57 and Lot 58, Block I of said Addition;

THENCE S 88° 05' 41" W, a distance of 172.33 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the common corner of Lot 59 and Lot 60, Block I of said Addition;

THENCE N 77° 01' 17" W, a distance of 253.78 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the common corner of Lot 62 and Lot 63, Block I of said Addition;

THENCE N 69° 19' 55" W, a distance of 254.15 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the common corner of Lot 65 and Lot 66, Block I of said Addition;

THENCE N 59° 08' 35" W, a distance of 254.28 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found for the common corner of Lot 68 and Lot 4X, Block I of said Addition, said being the southeast corner of the above mentioned Lot 5X;

THENCE N 56° 54' 29" W, a distance of 15.00 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found in the east line of Roseland Parkway, a 50' right-of-way, said being the north corner of said Lot 4X and being at the beginning of a non-tangent curve to the left having a central angle of 24° 33' 38", a radius of 1,405.00 feet and a chord bearing and distance of N 20° 48' 42" E, 597.67 feet;

THENCE With the east line of said Roseland Parkway and said curve to the left, an arc distance of 602.27 feet to the **POINT OF BEGINNING**, and containing 17.720 acres of land, more or less.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

TRACT THREE
17.751 ACRES

BEING a tract of land in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas, and being part of that tract of land conveyed in Deed to Celina 682 Partners, L.P., according to the document of record filed in Document Number 20060419000517060, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for a common interior ell corner of said Celina 682 Partners, L.P. tract and the most southerly southeast corner of that tract of land conveyed in Deed to Celina 557 Partners, L.P., according to the document of record filed in Document Number 20190205000119410, Official Public Records, Collin County, Texas;

THENCE Over and across said Celina 682 Partners, L.P. tract, the following courses and distances:

S 07° 49' 01" E, a distance of 74.05 feet to a 1/2" iron rod set for the **POINT OF BEGINNING** of the tract of land described herein, said being at the beginning of a non-tangent curve to the right having a central angle of 15° 34' 26", a radius of 575.00 feet and a chord bearing and distance of S 24° 23' 49" W, 155.81 feet;

With said curve to the right, an arc distance of 156.29 feet to a 1/2" iron rod set at the beginning of a reverse curve to the left having a central angle of 20° 10' 58", a radius of 1,025.00 feet and a chord bearing and distance of S 22° 05' 33" W, 359.20 feet;

With said curve to the left, an arc distance of 361.06 feet to a 1/2" iron rod set, from which a 1/2" iron rod found for the common northwest corner of Lot 1X and the northeast corner of Lot 1, Block II, MUSTANG LAKES PHASE FOUR, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Cabinet 2020, Page 518, Official Public Records, Collin County, Texas, bears S 06° 26' 04" W, 322.26 feet;

S 89° 38' 46" W, a distance of 854.63 feet to a 1/2" iron rod set;

S 12° 40' 08" W, a distance of 59.64 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 13° 01' 22", a radius of 225.00 feet and a chord bearing and distance of S 06° 09' 27" W, 51.03 feet;

With said curve to the left, an arc distance of 51.14 feet to a 1/2" iron rod set;

S 00° 21' 14" E, a distance of 76.19 feet to a 1/2" iron rod set;

S 89° 38' 46" W, a distance of 227.59 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 22° 58' 31", a radius of 525.00 feet and a chord bearing and distance of N 78° 51' 59" W, 209.11 feet;

With said curve to the right, an arc distance of 210.52 feet to a 1/2" iron rod set at the beginning of a reverse curve to the left having a central angle of 08° 54' 51", a radius of 475.00 feet and a chord bearing and distance of N 71° 50' 09" W, 73.83 feet;

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With said curve to the left, an arc distance of 73.90 feet to a 1/2” iron rod set;

N 76° 17' 34" W, a distance of 32.26 feet to a 1/2” iron rod set;

N 13° 33' 49" E, a distance of 50.00 feet to a 1/2” iron rod set;

S 76° 17' 34" E, a distance of 12.50 feet to a 1/2” iron rod set;

N 18° 09' 01" E, a distance of 157.29 feet to a 1/2” iron rod set;

N 07° 18' 54" E, a distance of 69.08 feet to a 1/2” iron rod set;

N 00° 21' 14" W, a distance of 147.03 feet to a 1/2” iron rod set;

N 05° 55' 25" W, a distance of 142.80 feet to a 1/2” iron rod set;

N 74° 29' 32" E, a distance of 166.14 feet to a 1/2” iron rod set at the beginning of a non-tangent curve to the right having a central angle of 05° 36' 47", a radius of 175.00 feet and a chord bearing and distance of N 27° 32' 14" E, 17.14 feet;

With said curve to the right, an arc distance of 17.14 feet to a 1/2” iron rod set;

N 41° 04' 00" E, a distance of 50.00 feet to a 1/2” iron rod set at the beginning of a non-tangent curve to the left having a central angle of 41° 25' 14", a radius of 225.00 feet and a chord bearing and distance of S 69° 38' 37" E, 159.14 feet;

With said curve to the left, an arc distance of 162.66 feet to a 1/2” iron rod set;

N 89° 38' 46" E, a distance of 1,112.68 feet to a 1/2” iron rod set at the beginning of a curve to the right having a central angle of 20° 27' 08", a radius of 175.00 feet and a chord bearing and distance of S 80° 07' 40" E, 62.14 feet;

With said curve to the right, an arc distance of 62.47 feet to a 1/2” iron rod set;

S 69° 54’ 06" E, a distance of 4.38 feet to a 1/2” iron rod set;

N 63° 36' 11" E, a distance of 13.77 feet to the **POINT OF BEGINNING**, and containing 17.751 acres of land, more or less.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

APPENDIX B
ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT
CITY OF CELINA, TX

Summary of Estimated Authorized Improvement Costs

Authorized Improvement[1]	Estimated Costs						
	Total Major Improvements to be funded	Major Improvements to be funded with Phases #2-9 Major Improvement Bonds	Major Improvements funded with Reimbursement Agreement	Offsite Utilities Improvements to be funded with Off-site Utilities Assessments	Phase #1 Improvements to be funded with Series 2015 Phase #1 Bonds	Phase #2 Improvements to be funded with Reimbursement Agreement	Estimated Future Phase Costs to be funded with Future Bonds (For information purposes only)
Road Improvements							
Excavation	$807,909	$385,088	$422,821	$0	$185,963	$107,325	$612,790
paving	$6,517,351	$4,402,238	$2,115,113	$0	$2,874,038	$2,344,013	$8,361,642
Retaining walls	$141,008	$86,940	$54,068	$0	$0	$0	$0
Right-of-way	$2,900,000	$2,900,000	$0	$0	$28,350	$11,250	
Subtotal - Road Improvements	**$10,366,268**	**$7,774,266**	**$2,592,002**	**$0**	**$3,088,351**	**$2,462,588**	**$8,974,432**
Water Improvements							
Water Improvements	$918,591	$576,722	$341,869	$0	$914,569	$796,359	$2,862,942
Offsites water improvements	$0	$0	$0	$1,755,092	$0	$1	
Subtotal - Water Improvements	**$918,591**	**$576,722**	**$341,869**	**$1,755,092**	**$914,569**	**$796,360**	**$2,862,942**
Sanitary Sewer Improvements							
Sanitary Sewer	$1,651,669	$1,057,613	$594,056	$0	$780,469	$800,483	$2,132,039
Subtotal - Sanitary Improvements	**$1,651,669**	**$1,057,613**	**$594,056**	**$0**	**$780,469**	**$800,483**	**$2,132,039**
Storm Drainage Improvements							
Storm Sewer	$1,592,235	$813,521	$778,714	$0	$930,713	$856,862	$2,766,005
Erosion Control	$176,713	$63,619	$113,094	$0	$211,669	$110,138	$740,264
Offsite sewer improvements	$0	$0	$0	$1,763,455	$0	$0	$0
Subtotal - Drainage Improvements	**$1,768,948**	**$877,140**	**$891,808**	**$1,763,455**	**$1,142,382**	**$967,000**	**$3,506,269**
Total Construction Costs	**$14,705,476**	**$10,285,741**	**$4,419,735**	**$3,518,547**	**$5,925,771**	**$5,026,431**	**$17,475,682**
Other Costs							
City, professional and other costs	$427,195	$274,004	$153,191	$211,453	$432,000	$273,569	$1,530,089
Subtotal Soft Costs	**$427,195**	**$274,004**	**$153,191**	**$211,453**	**$432,000**	**$273,569**	**$1,530,089**
Grand Total Construction + Other Costs	**$15,132,671**	**$10,559,745**	**$4,572,926**	**$3,730,000**	**$6,357,771**	**$5,300,000**	**$19,005,771**
Estimated Major Improvement Costs allocated to Phase 1	($2,839,556)	($1,981,474)	($858,083)	$0	$2,839,556	$0	
Total Estimated Improvement Costs to be funded	**$12,293,115**	**$8,578,271**	**$3,714,843**	**$0**	**$9,197,327**	**$5,300,000**	**$19,005,771**
Estimated Bond issuance related costs							
Deposits to Debt Service Reserve Fund	$1,647,300	$1,147,300	$500,000	$0	$796,900	$0	$0
Deposits to Capitaized Interest	$2,179,373	$1,857,873	$321,500	$0	$407,883	$0	$0
Other costs of issuance (underwriters, bond counsel etc)	$2,030,213	$1,566,556	$463,657	$0	$495,114	$0	$0
Total estimated Bond issuance related costs	**$5,856,886**	**$4,571,729**	**$1,285,157**	**$0**	**$1,699,897**	**$0**	**$0**
TOTAL ESTIMATED COSTS	**$18,150,001**	**$13,150,000**	**$5,000,000**	**$3,730,000**	**$10,897,224**	**$5,300,000**	**$19,005,771**
Less: Other funding sources	$0	$0	$0	$0	($1,897,224)	$0	
al Bond Amount	**$18,150,001**	**$13,150,000**	**$5,000,000**	**$3,730,000**	**$9,000,000**	**$5,300,000**	

Authorized improvement line item details are provided as part of the engineering estimates.

ESTIMATED COSTS OF OFFSITE UTILITY IMPROVEMENTS

Authorized Improvements	Entire Project	Lakes at Mustang Ranch Allocation	Parks at Wilson Creek Allocation	Hillwood Development Allocation	City of Celina Allocation
WATER IMPROVEMENTS					
Planning, Acquisition and Design	$800,000	$114,120	$96,703	$65,188	$523,989
Water line 12" -W1	$738,300	$105,318	$89,245	$60,160	$483,577
Water line 18" -W2	$1,965,100	$280,321	$237,539	$160,125	$1,287,114
Water line 12" -W3	$559,100	$79,756	$67,583	$45,558	$366,203
Water line 12" -W4	$126,000	$17,974	$15,231	$10,267	$82,528
Planning, Acquisition and Design	$750,000	$106,987	$90,659	$61,113	$491,240
Water line 12" -W5	$705,900	$100,697	$85,329	$57,520	$462,355
Water line 18" -W6	$182,100	$25,977	$22,012	$14,838	$119,273
Elevated Storage Tank 2.0 MGD	$5,358,500	$764,389	$647,731	$436,635	$3,509,745
Subtotal - Water Improvements	**$11,185,000**	**$1,595,538**	**$1,352,033**	**$911,405**	**$7,326,024**
SEWER IMPROVEMENTS					
Planning, Acquisition and Design	$800,000	$114,120	$96,703	$65,188	$523,989
Sewer line 21" -SW1	$1,007,100	$143,663	$121,737	$82,063	$659,637
Sewer line 24" -SW2	$1,631,600	$232,747	$197,226	$132,950	$1,068,676
Sewer line 21" -S2	$479,200	$68,358	$57,925	$39,047	$313,870
Sewer line 21" -S3	$2,214,500	$315,898	$267,687	$180,447	$1,450,468
Sewer line 12" -S4	$128,700	$18,359	$15,557	$10,487	$84,297
Sewer line 12" -S5	$239,300	$34,136	$28,926	$19,499	$156,738
Force Main 3 X 10" -FM1	$2,361,900	$336,924	$285,505	$192,458	$1,547,013
Lift Station 5.5 MGD -LS1	$2,376,000	$338,936	$287,209	$193,607	$1,556,248
Subtotal - Sewer Improvements	**$11,238,300**	**$1,603,141**	**$1,358,476**	**$915,748**	**$7,360,936**
Contingency (10%)	$2,242,330	$319,868	$271,051	$182,715	$1,468,696
Estimated financing costs	$1,019,370	$211,453	$173,440	$110,131	$524,345
Grand Total	**$25,685,000**	**$3,730,000**	**$3,155,000**	**$2,120,000**	**$16,680,000**

Source - City of Celina

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

THE LAKES AT MUSTANG RANCH

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***1799*** *Total Acres:* ***682***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

Overall Probable Cost Opinion Summary by Tract

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE ONE	172	334	$14,017,512	$41,969	$81,497
PHASE TWO	95	298	$8,078,927	$27,110	$85,041
PHASE THREE	72	158	$2,689,063	$17,019	$37,348
PHASE FOUR	75	261	$4,539,775	$17,394	$60,530
PHASE FIVE	88	229	$4,906,060	$21,424	$55,751
PHASE SIX	49	130	$2,356,240	$18,125	$48,087
PHASE SEVEN	43	79	$1,301,685	$16,477	$30,272
PHASE EIGHT	40	147	$2,073,282	$14,104	$51,832
PHASE NINE	48	163	$2,855,745	$17,520	$59,495
CATEGORY TOTALS	**682**	**1799**	**$42,818,289**	**$23,801**	**$62,783**

GENERAL NOTES:

- IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.
- ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.
- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.
- THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2014, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT
- ASSUMES PROJECT SHALL BE DEVELOPED IN 8 DIFFERENT PHASES
- ASSUMES CITY WILL APPROVE ZONING CHANGE
- PREPARED WITHOUT THE BENEFIT OF A GEOTECHNICAL REPORT AND PHASE 1 ENVIRONMENTAL ASSESSMENT
- PREPARED WITHOUT THE BENEFIT OF A CITY MEETING REGARDING THE CONCEPT PLAN

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- CCN BUY OUT (IF REQUIRED)
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- COSTS TO BRING 12" WATER TO WEST SIDE OF PROJECT AND TO BRING 24" SEWER TO SOUTHWEST CORNER OF PROJECT.
- ALL CITY, PROFESSIONAL AND CONSTRUCTION COSTS ASSOCIATED WITH LOT DEVELOPMENT
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ETC.
- EXPANSION OF FM2478 AND FM1461
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY
- 24" SANITARY SEWER LINE EXTENSION ALONG WEST PROPERTY LINE

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$211,669	$634	$1,231
EROSION CONTROL (MAJOR IMPROVEMENTS)	$63,619	$190	$370
EXCAVATION (DIRECT)	$185,963	$557	$1,081
EXCAVATION (MAJOR IMPROVEMENTS)	$385,088	$1,153	$2,239
RETAINING WALL (DIRECT)	$28,350	$85	$165
RETAINING WALL (MAJOR IMPROVEMENTS)	$86,940	$260	$505
WATER (DIRECT)	$914,569	$2,738	$5,317
WATER (MAJOR IMPROVEMENTS)	$576,722	$1,727	$3,353
SANITARY SEWER (DIRECT)	$780,469	$2,337	$4,538
SANITARY SEWER (MAJOR IMPROVEMENTS)	$1,057,613	$3,167	$6,149
STORM SEWER (DIRECT)	$930,713	$2,787	$5,411
STORM SEWER (MAJOR IMPROVEMENTS)	$813,521	$2,436	$4,730
PAVING (DIRECT)	$2,874,038	$8,605	$16,710
PAVING (MAJOR IMPROVEMENTS)	$4,402,238	$13,180	$25,594
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT	$432,000	$1,293	$2,512
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$274,004	$820	$1,593
GRAND TOTAL	**$14,017,512**	**$41,969**	**$81,497**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	16200	$ 24,300.00
ROCK CHECK DAMS	$ 1,800.00	EA.	14	$ 25,200.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	3	$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	40000	$ 50,000.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	2600	$ 3,900.00
DISK & SEED	$ 325.00	ACRE	150	$ 48,750.00
ENGINEERING, PLATTING & STAKING (10%)				$ 18,815.00
MISCELLANEOUS ITEMS (2.5%)				$ 4,703.75
TOTAL				**$ 211,668.75**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	10000	$ 15,000.00
ROCK CHECK DAMS	$ 1,800.00	EA.	6	$ 10,800.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	15000	$ 18,750.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,655.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,413.75
TOTAL				**$ 63,618.75**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	40	$ 68,000.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	41500	$ 91,300.00
ENGINEERING, PLATTING & STAKING (10%)				$ 16,530.00
MISCELLANEOUS ITEMS (2.5%)				$ 4,132.50
TOTAL				**$ 185,962.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	15	$ 25,500.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	39000	$ 85,800.00
POND EXCAVATION	$ 2.20	C.Y.	105000	$ 231,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 34,230.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,557.50
TOTAL				**$ 385,087.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 32.00	L.F.	300	$ 9,600.00
3' WALL	$ 40.00	L.F.	390	$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 2,520.00
MISCELLANEOUS ITEMS (2.5%)				$ 630.00
TOTAL				**$ 28,350.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 32.00	L.F.	150	$ 4,800.00
3' WALL	$ 40.00	L.F.	840	$ 33,600.00
4' WALL	$ 48.00	L.F.	360	$ 17,280.00
6' WALL	$ 90.00	L.F.	240	$ 21,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 7,728.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,932.00
TOTAL				**$ 86,940.00**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	15900	$ 333,900.00
6" GATE VALVE & BOX	$ 750.00	EA.	34	$ 25,500.00
8" GATE VALVE & BOX	$ 1,100.00	EA.	75	$ 82,500.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	34	$ 119,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	334	$ 200,400.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	3	$ 3,300.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	3	$ 3,300.00
MISCELLANEOUS FITTINGS	$ 2,500.00	TON	13.3	$ 33,125.00
TESTING & CHLORINATION	$ 0.75	L.F.	15900	$ 11,925.00
ENGINEERING, PLATTING & STAKING (10%)				$ 81,295.00
MISCELLANEOUS ITEMS (2.5%)				$ 20,323.75
TOTAL				**$ 914,568.75**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 33.00	L.F.	10850	$ 358,050.00
6" GATE VALVE & BOX	$ 750.00	EA.	9	$ 6,750.00
12" GATE VALVE & BOX	$ 2,100.00	EA.	36	$ 75,600.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	9	$ 31,500.00
12" X 12" TAPPING SLEEVE	$ 5,000.00	EA.	2	$ 10,000.00
MISCELLANEOUS FITTINGS	$ 2,500.00	TON	9.0	$ 22,604.17
TESTING & CHLORINATION	$ 0.75	L.F.	10850	$ 8,137.50
ENGINEERING, PLATTING & STAKING (10%)				$ 51,264.17
MISCELLANEOUS ITEMS (2.5%)				$ 12,816.04
TOTAL				**$ 576,721.88**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	15000	$ 330,000.00
4' DIAMETER MANHOLE	$ 2,800.00	EA.	48	$ 134,400.00
5' DIAMETER DROP MANHOLE	$ 7,000.00	EA.	5	$ 35,000.00
ADDITIONAL MANHOLE DEPTH	$ 1,000.00	EA.	5	$ 5,000.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
SINGLE CLEANOUT	$ 750.00	EA.	5	$ 3,750.00
4" SERVICE LINES	$ 400.00	EA.	334	$ 133,600.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	400	$ 14,000.00
TRENCH SAFETY	$ 1.50	L.F.	15000	$ 22,500.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	15000	$ 15,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 69,375.00
MISCELLANEOUS ITEMS (2.5%)				$ 17,343.75
TOTAL				**$ 780,468.75**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	10150	$ 223,300.00
15" P.V.C. PIPE (12+ DEPTH)	$ 60.00	L.F.	7200	$ 432,000.00
5' DIAMETER MANHOLE	$ 5,000.00	EA.	12	$ 60,000.00
5' DIAMETER DROP MANHOLE (12+ DEPTH)	$ 7,000.00	EA.	20	$ 140,000.00
ADDITIONAL MANHOLE DEPTH	$ 1,000.00	EA.	20	$ 20,000.00
SINGLE CLEANOUT	$ 750.00	EA.	17	$ 12,750.00
TRENCH SAFETY	$ 2.00	L.F.	17350	$ 34,700.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	17350	$ 17,350.00
ENGINEERING, PLATTING & STAKING (10%)				$ 94,010.00
MISCELLANEOUS ITEMS (2.5%)				$ 23,502.50
TOTAL				**$ 1,057,612.50**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 35.00	L.F.	1150	$ 40,250.00
21" R.C.P.	$ 40.00	L.F.	780	$ 31,200.00
24" R.C.P.	$ 45.00	L.F.	1200	$ 54,000.00
27" R.C.P.	$ 55.00	L.F.	1100	$ 60,500.00
30" R.C.P.	$ 65.00	L.F.	310	$ 20,150.00
36" R.C.P.	$ 80.00	L.F.	1050	$ 84,000.00
42" R.C.P.	$ 105.00	L.F.	400	$ 42,000.00
48" R.C.P.	$ 130.00	L.F.	610	$ 79,300.00
CURB INLET	$ 4,500.00	EA.	70	$ 315,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	4	$ 16,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	5	$ 14,000.00
48"-60" TYPE "B" PRE-CAST HEADWALL	$ 4,000.00	EA.	1	$ 4,000.00
DETENTION STRUCTURES	$ 10,000.00	L.S.	3	$ 30,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	450	$ 22,500.00
DROP INLET	$ 3,000.00	EA.	2	$ 6,000.00
TRENCH SAFETY	$ 1.00	L.F.	6600	$ 6,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 82,730.00
MISCELLANEOUS ITEMS (2.5%)				$ 20,682.50
TOTAL				**$ 930,712.50**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 35.00	L.F.	100	$ 3,500.00
21" R.C.P.	$ 40.00	L.F.	750	$ 30,000.00
24" R.C.P.	$ 45.00	L.F.	570	$ 25,650.00
27" R.C.P.	$ 55.00	L.F.	400	$ 22,000.00
30" R.C.P.	$ 65.00	L.F.	630	$ 40,950.00
36" R.C.P.	$ 80.00	L.F.	650	$ 52,000.00
42" R.C.P.	$ 105.00	L.F.	720	$ 75,600.00
48" R.C.P.	$ 130.00	L.F.	50	$ 6,500.00
4' X 4' R.C.B.	$ 180.00	L.F.	160	$ 28,800.00
9' X 5' R.C.B.	$ 295.00	L.F.	100	$ 29,500.00
3 - 5' X 3' R.C.B.	$ 460.00	L.F.	120	$ 55,200.00
CURB INLET	$ 4,500.00	EA.	13	$ 58,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	4	$ 16,000.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	6	$ 16,800.00
4' X 4' HEADWALL	$ 5,000.00	EA.	2	$ 10,000.00
9' X 5' HEADWALL	$ 20,000.00	EA.	1	$ 20,000.00
3 - 5' X 3' HEADWALL	$ 15,000.00	EA.	2	$ 30,000.00
GRADE TO DRAIN	$ 10.00	L.F.	800	$ 8,000.00
POND FOUNTAIN	$ 30,000.00	EA.	3	$ 90,000.00
RECONSTRUCT DAM	$ 100,000.00	EA.	1	$ 100,000.00
TRENCH SAFETY	$ 1.00	L.F.	4130	$ 4,130.00
ENGINEERING, PLATTING & STAKING (10%)				$ 72,313.00
MISCELLANEOUS ITEMS (2.5%)				$ 18,078.25
TOTAL				**$ 813,521.25**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	69900	$ 209,700.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	1260	$ 195,300.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	65700	$ 1,971,000.00
SAWCUT & REMOVE EXISTING CURB	$ 10.00	L.F.	150	$ 1,500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	6	$ 3,000.00
4' SIDEWALK	$ 4.00	S.F.	10000	$ 40,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	88	$ 96,800.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 15,000.00	L.S.	1	$ 15,000.00
STREET STOP SIGNS	$ 350.00	EA.	18	$ 6,300.00
STREET NAME BLADES	$ 350.00	EA.	46	$ 16,100.00
ENGINEERING, PLATTING & STAKING (10%)				$ 255,470.00
MISCELLANEOUS ITEMS (2.5%)				$ 63,867.50
TOTAL				**$ 2,874,037.50**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" LIME TREATED SUBGRADE	$ 3.00	S.Y.	24100	$ 72,300.00
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	28100	$ 84,300.00
HYDRATED LIME	$ 155.00	TON	940	$ 145,700.00
8" REINF. CONCRETE STREET PAVEMENT (37 B-B)	$ 39.00	S.Y.	26600	$ 1,037,400.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	$ 39.00	S.Y.	22300	$ 869,700.00
8" REINF. CONCRETE TURN LANES	$ 42.00	S.Y.	1750	$ 73,500.00
TXDOT DECELERATION LANE	$ 85,000.00	EA.	2	$ 170,000.00
TXDOT LEFT TURN LANE	$ 85,000.00	EA.	2	$ 170,000.00
SAWCUT & REMOVE EXISTING CURB	$ 10.00	L.F.	150	$ 1,500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	3	$ 1,500.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	11000	$ 44,000.00
8' TRAIL	$ 4.00	S.F.	115000	$ 460,000.00
TURN LANE BUTTONING AND STRIPING	$ 4.00	L.F.	750	$ 3,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STREET STOP SIGNS	$ 350.00	EA.	12	$ 4,200.00
STREET NAME BLADES	$ 350.00	EA.	20	$ 7,000.00
LANDSCAPE MEDIAN (50')	$ 3.00	S.F.	252500	$ 757,500.00
ENGINEERING, PLATTING & STAKING (10%)				$ 391,310.00
MISCELLANEOUS ITEMS (2.5%)				$ 97,827.50
TOTAL				**$ 4,402,237.50**

NOTE:

1) ASSUMES FM1461 AND FM2478 SHALL BE LEFT AS TWO-LANE ASPHALT ROADS; ESTIMATE INCLUDES INSTALLATION OF TURN LANES ONLY.

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 9,000.00	L.S.	1	$ 9,000.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 219,991.50	L.S.	1	$ 219,991.50
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
CONSTRUCTION MANAGEMENT	$ 162,500.00	L.S.	1	$ 162,500.00
MATERIAL TESTING	$ 7,500.00	L.S.	1	$ 7,500.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 432,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 274,003.73	L.S.	1	$ 274,003.73
TOTAL				**$ 274,003.73**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***1437*** *Total Acres:* ***513***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE TWO	104	360	$8,596,424	$23,879	$82,658
PHASE THREE	63	154	$2,908,752	$18,888	$46,171
PHASE FOUR	64	171	$3,617,637	$21,156	$56,526
PHASE FIVE	99	222	$5,012,496	$22,579	$50,631
PHASE SIX	36	128	$2,257,911	$17,640	$62,720
PHASE SEVEN	40	79	$1,314,880	$16,644	$32,872
PHASE EIGHT	57	135	$2,856,895	$21,162	$50,121
PHASE NINE	50	188	$2,723,540	$14,487	$54,471
CATEGORY TOTALS	**513**	**1437**	**$29,288,536**	**$20,382**	**$57,093**

GENERAL NOTES:

- IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.
- ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.
- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.
- THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2016, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT
- ASSUMES PROJECT SHALL BE DEVELOPED IN 7 DIFFERENT PHASES
- PREPARED WITHOUT THE BENEFIT OF A GEOTECHNICAL REPORT AND PHASE 1 ENVIRONMENTAL ASSESSMENT

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- CCN BUY OUT (IF REQUIRED)
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- COSTS TO BRING 12" WATER TO WEST SIDE OF PROJECT AND TO BRING 24" SEWER TO SOUTHWEST CORNER OF PROJECT.
- ALL CITY, PROFESSIONAL AND CONSTRUCTION COSTS ASSOCIATED WITH LOT DEVELOPMENT
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ETC.
- CONSTRUCTION MANAGEMENT
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY
- 24" SANITARY SEWER LINE EXTENSION ALONG WEST PROPERTY LINE

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$110,138	$306	$1,059
EROSION CONTROL (MAJOR IMPROVEMENTS)	$22,478	$62	$216
EXCAVATION (DIRECT)	$107,325	$298	$1,032
EXCAVATION (MAJOR IMPROVEMENTS)	$95,288	$265	$916
RETAINING WALL (DIRECT)	$11,250	$31	$108
RETAINING WALL (MAJOR IMPROVEMENTS)	$54,000	$150	$519
WATER (DIRECT)	$796,359	$2,212	$7,657
WATER (MAJOR IMPROVEMENTS)	$363,805	$1,011	$3,498
SANITARY SEWER (DIRECT)	$800,483	$2,224	$7,697
SANITARY SEWER (MAJOR IMPROVEMENTS)	$321,458	$893	$3,091
STORM SEWER (DIRECT)	$856,862	$2,380	$8,239
STORM SEWER (MAJOR IMPROVEMENTS)	$393,626	$1,093	$3,785
PAVING (DIRECT)	$2,344,013	$6,511	$22,539
PAVING (MAJOR IMPROVEMENTS)	$1,930,843	$5,363	$18,566
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$268,109	$745	$2,578
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$120,389	$334	$1,158
GRAND TOTAL	**$8,596,424**	**$23,879**	**$82,658**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	5000	$ 7,500.00
ROCK CHECK DAMS	$ 1,800.00	EA.	8	$ 14,400.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	40000	$ 50,000.00
DISK & SEED	$ 325.00	ACRE	80	$ 26,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,790.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,447.50
TOTAL				**$ 110,137.50**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	5460	$ 8,190.00
ROCK CHECK DAMS	$ 1,800.00	EA.	2	$ 3,600.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	5460	$ 8,190.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,998.00
MISCELLANEOUS ITEMS (2.5%)				$ 499.50
TOTAL				**$ 22,477.50**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	10	$ 17,000.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	4	$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	32000	$ 70,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,540.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,385.00
TOTAL				**$ 107,325.00**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	11	$ 18,700.00
POND EXCAVATION	$ 2.20	C.Y.	30000	$ 66,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 8,470.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,117.50
TOTAL				**$ 95,287.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	250	$ 10,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 250.00
TOTAL				**$ 11,250.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' WALL	$ 60.00	L.F.	800	$ 48,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 4,800.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,200.00
TOTAL				**$ 54,000.00**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	13700	$ 287,700.00
6" GATE VALVE & BOX	$ 800.00	EA.	22	$ 17,600.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	41	$ 47,150.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	22	$ 77,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	360	$ 216,000.00
1" IRRIGATION SERVICE	$ 650.00	EA.	6	$ 3,900.00
CONNECT TO EXISTING	$ 500.00	EA.	5	$ 2,500.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	6.1	$ 45,750.00
TESTING & CHLORINATION	$ 0.75	L.F.	13700	$ 10,275.00
ENGINEERING, PLATTING & STAKING (10%)				$ 70,787.50
MISCELLANEOUS ITEMS (2.5%)				$ 17,696.88
TOTAL				**$ 796,359.38**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 33.00	L.F.	2190	$ 72,270.00
8" P.V.C. WATERLINE	$ 21.00	L.F.	3800	$ 79,800.00
6" GATE VALVE & BOX	$ 800.00	EA.	18	$ 14,400.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	23	$ 26,450.00
12" GATE VALVE & BOX	$ 2,100.00	EA.	10	$ 21,000.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	18	$ 63,000.00
12" X 8" TAPPING SLEEVE AND VALVE	$ 6,500.00	EA.	2	$ 13,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	4.8	$ 36,000.00
TESTING & CHLORINATION	$ 0.75	L.F.	5990	$ 4,492.50
ENGINEERING, PLATTING & STAKING (10%)				$ 25,914.25
MISCELLANEOUS ITEMS (2.5%)				$ 6,478.56
TOTAL				**$ 363,805.31**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 22.00	L.F.	12400	$ 272,800.00
8" P.V.C. PIPE (SDR-26)	$ 30.00	L.F.	1870	$ 56,100.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	42	$ 126,000.00
4' DIAMETER DROP MANHOLE	$ 5,000.00	EA.	1	$ 5,000.00
CLEAN OUT	$ 500.00	EA.	1	$ 500.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	360	$ 216,000.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	160	$ 5,600.00
TRENCH SAFETY	$ 1.00	L.F.	14270	$ 14,270.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	14270	$ 14,270.00
ENGINEERING, PLATTING & STAKING (10%)				$ 71,154.00
MISCELLANEOUS ITEMS (2.5%)				$ 17,788.50
TOTAL				**$ 800,482.50**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. PIPE (SDR-26)	$ 48.00	L.F.	320	$ 15,360.00
10" P.V.C. PIPE (SDR-35)	$ 28.00	L.F.	730	$ 20,440.00
10" P.V.C. PIPE (SDR-26)	$ 32.00	L.F.	2950	$ 94,400.00
8" P.V.C. PIPE (SDR-35)	$ 22.00	L.F.	350	$ 7,700.00
8" P.V.C. PIPE (SDR-26)	$ 30.00	L.F.	1770	$ 53,100.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	23	$ 69,000.00
4' DIAMETER DROP MANHOLE	$ 5,000.00	EA.	2	$ 10,000.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	100	$ 3,500.00
TRENCH SAFETY	$ 1.00	L.F.	6120	$ 6,120.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	6120	$ 6,120.00
ENGINEERING, PLATTING & STAKING (10%)				$ 28,574.00
MISCELLANEOUS ITEMS (2.5%)				$ 7,143.50
TOTAL				**$ 321,457.50**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 45.00	L.F.	1260	$ 56,700.00
21" R.C.P.	$ 50.00	L.F.	850	$ 42,500.00
24" R.C.P.	$ 55.00	L.F.	1020	$ 56,100.00
24" R.C.P. (RUBBER GASKET)	$ 60.00	L.F.	110	$ 6,600.00
27" R.C.P.	$ 60.00	L.F.	90	$ 5,400.00
30" R.C.P.	$ 70.00	L.F.	250	$ 17,500.00
33" R.C.P.	$ 75.00	L.F.	120	$ 9,000.00
33" R.C.P. (RUBBER GASKET)	$ 80.00	L.F.	80	$ 6,400.00
36" R.C.P.	$ 55.00	L.F.	50	$ 2,750.00
42" R.C.P. (RUBBER GASKET)	$ 120.00	L.F.	40	$ 4,800.00
48" R.C.P.	$ 135.00	L.F.	1200	$ 162,000.00
48" R.C.P. (RUBBER GASKET)	$ 140.00	L.F.	660	$ 92,400.00
54" R.C.P.	$ 165.00	L.F.	50	$ 8,250.00
54" R.C.P. (RUBBER GASKET)	$ 170.00	L.F.	150	$ 25,500.00
60" R.C.P. (RUBBER GASKET)	$ 200.00	L.F.	100	$ 20,000.00
4'x3' R.C.B.	$ 230.00	L.F.	40	$ 9,200.00
DROP INLET	$ 3,000.00	EA.	1	$ 3,000.00
8' CURB INLET	$ 2,800.00	EA.	10	$ 28,000.00
10' CURB INLET	$ 3,000.00	EA.	26	$ 78,000.00
12' CURB INLET	$ 3,200.00	EA.	6	$ 19,200.00
15' CURB INLET	$ 3,500.00	EA.	2	$ 7,000.00
4'X4' STORM MANHOLE	$ 3,600.00	EA.	4	$ 14,400.00
5'X5' STORM MANHOLE	$ 4,800.00	EA.	4	$ 19,200.00
REMOVE HEADWALL AND CONNECT TO EXISTING	$ 800.00	EA.	4	$ 3,200.00
REMOVE DROP INLET AND CONNECT TO EXISTING	$ 750.00	EA.	1	$ 750.00
REMOVE PLUG AND CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
REMOVE 48" RCP	$ 45.00	L.F.	75	$ 3,375.00
CONSTRUCT RCP HEADWALL	$ 2,200.00	EA.	6	$ 13,200.00
CONSTRUCT RCB HEADWALL	$ 9,500.00	EA.	3	$ 28,500.00
CONCRETE FLUME	$ 12.00	L.F.	560	$ 6,720.00
GRADE-TO-DRAIN	$ 20.00	L.F.	272	$ 5,440.00
TRENCH SAFETY	$ 1.00	L.F.	6070	$ 6,070.00
ENGINEERING, PLATTING & STAKING (10%)				$ 76,165.50
MISCELLANEOUS ITEMS (2.5%)				$ 19,041.38
TOTAL				**$ 856,861.88**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 45.00	L.F.	980	$ 44,100.00
18" R.C.P. (RUBBER GASKET)	$ 50.00	L.F.	190	$ 9,500.00
21" R.C.P.	$ 50.00	L.F.	580	$ 29,000.00
21" R.C.P. (RUBBER GASKET)	$ 55.00	L.F.	60	$ 3,300.00
27" R.C.P.	$ 60.00	L.F.	230	$ 13,800.00
30" R.C.P. (RUBBER GASKET)	$ 75.00	L.F.	70	$ 5,250.00
33" R.C.P.	$ 75.00	L.F.	200	$ 15,000.00
33" R.C.P. (RUBBER GASKET)	$ 80.00	L.F.	140	$ 11,200.00
36" R.C.P.	$ 55.00	L.F.	60	$ 3,300.00
36" R.C.P. (RUBBER GASKET)	$ 90.00	L.F.	190	$ 17,100.00
42" R.C.P.	$ 115.00	L.F.	160	$ 18,400.00
42" R.C.P. (RUBBER GASKET)	$ 120.00	L.F.	60	$ 7,200.00
54" R.C.P.	$ 165.00	L.F.	210	$ 34,650.00
54" R.C.P. (RUBBER GASKET)	$ 170.00	L.F.	140	$ 23,800.00
6'x5' R.C.B.	$ 340.00	L.F.	100	$ 34,000.00
DROP INLET	$ 3,000.00	EA.	1	$ 3,000.00
10' CURB INLET	$ 3,000.00	EA.	10	$ 30,000.00
12' CURB INLET	$ 3,200.00	EA.	2	$ 6,400.00
10' RECESSED CURB INLET	$ 3,200.00	EA.	2	$ 6,400.00
4'X4' STORM MANHOLE	$ 3,600.00	EA.	2	$ 7,200.00
6'X6' STORM MANHOLE	$ 5,500.00	EA.	1	$ 5,500.00
CONSTRUCT RCP HEADWALL	$ 2,200.00	EA.	4	$ 8,800.00
CONSTRUCT RCB HEADWALL	$ 9,500.00	EA.	1	$ 9,500.00
CONCRETE FLUME	$ 12.00	L.F.	10	$ 120.00
TRENCH SAFETY	$ 1.00	L.F.	3370	$ 3,370.00
ENGINEERING, PLATTING & STAKING (10%)				$ 34,989.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,747.25
TOTAL				**$ 393,626.25**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	51700	$ 155,100.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	931	$ 144,305.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	48500	$ 1,455,000.00
CONNECT TO EXISTING	$ 500.00	EA.	6	$ 3,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	43	$ 47,300.00
SAWCUT EXISTING CURB & GUTTER	$ 12.00	L.F.	126	$ 1,512.00
INSTALL STREET HEADER AND BARRICADE	$ 1,500.00	EA.	2	$ 3,000.00
4' SIDEWALK	$ 4.50	S.F.	22300	$ 100,350.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	15	$ 22,500.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	$ 4,500.00	EA.	27	$ 121,500.00
STREET NAME BLADE	$ 400.00	EA.	50	$ 20,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 208,356.70
MISCELLANEOUS ITEMS (2.5%)				$ 52,089.18
TOTAL				**$ 2,344,012.88**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	21200	$ 63,600.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	382	$ 59,210.00
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	$ 42.00	S.Y.	7000	$ 294,000.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	12800	$ 384,000.00
12" TYPE "B" ASPHALT BASE	$ 70.00	S.Y.	1665	$ 116,550.00
2" TYPE "C" ASPHALT OVERLAY	$ 15.00	S.Y.	4521	$ 67,815.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	10	$ 11,000.00
SAWCUT EXISTING CURB & GUTTER	$ 12.00	L.F.	240	$ 2,880.00
INSTALL STREET HEADER AND BARRICADE	$ 1,500.00	EA.	1	$ 1,500.00
6' SIDEWALK	$ 4.50	S.F.	22500	$ 101,250.00
STRIPING, BUTTONING, ETC.	$ 30,000.00	L.S.	1	$ 30,000.00
FM2478 EXCAVATION	$ 10,000.00	L.S.	1	$ 10,000.00
BRIDGE	$ 550,000.00	L.S.	1	$ 550,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	4	$ 6,000.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	$ 4,500.00	EA.	1	$ 4,500.00
STREET NAME BLADE	$ 400.00	EA.	10	$ 4,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 171,630.50
MISCELLANEOUS ITEMS (2.5%)				$ 42,907.63
TOTAL				**$ 1,930,843.13**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,700.00	L.S.	1	$ 4,700.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 191,908.67	L.S.	1	$ 191,908.67
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	154	$ 38,500.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 268,108.67**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 120,389.29	L.S.	1	$ 120,389.29
TOTAL				**$ 120,389.29**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$109,716	$712	$1,742
EROSION CONTROL (MAJOR IMPROVEMENTS)	$17,888	$116	$284
EXCAVATION (DIRECT)	$103,838	$674	$1,648
EXCAVATION (MAJOR IMPROVEMENTS)	$168,525	$1,094	$2,675
RETAINING WALL (DIRECT)	$14,006	$91	$222
RETAINING WALL (MAJOR IMPROVEMENTS)	$20,250	$131	$321
WATER (DIRECT)	$466,313	$3,028	$7,402
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$285,300	$1,853	$4,529
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$338,153	$2,196	$5,368
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$1,171,322	$7,606	$18,592
PAVING (MAJOR IMPROVEMENTS)	$45,000	$292	$714
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$166,643	$1,082	$2,645
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$1,800	$12	$29
GRAND TOTAL	**$2,908,752**	**$18,888**	**$46,171**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	12000	$ 18,000.00
ROCK CHECK DAMS	$ 1,800.00	EA.	9	$ 16,200.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	14300	$ 17,875.00
DISK & SEED	$ 325.00	ACRE	66	$ 21,450.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,752.50
MISCELLANEOUS ITEMS (2.5%)				$ 2,438.13
TOTAL				**$ 109,715.63**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	1400	$ 2,100.00
ROCK CHECK DAMS	$ 1,800.00	EA.	1	$ 1,800.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,590.00
MISCELLANEOUS ITEMS (2.5%)				$ 397.50
TOTAL				**$ 17,887.50**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	25	$ 42,500.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	4	$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	19000	$ 41,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,230.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,307.50
TOTAL				**$ 103,837.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	4	$ 6,800.00
POND EXCAVATION	$ 2.20	C.Y.	65000	$ 143,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 14,980.00
MISCELLANEOUS ITEMS (2.5%)				$ 3,745.00
TOTAL				**$ 168,525.00**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
5' WALL	$ 83.00	L.F.	150	$ 12,450.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,245.00
MISCELLANEOUS ITEMS (2.5%)				$ 311.25
TOTAL				**$ 14,006.25**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	120	$ 4,800.00
3' WALL	$ 50.00	L.F.	120	$ 6,000.00
4' WALL	$ 60.00	L.F.	120	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,800.00
MISCELLANEOUS ITEMS (2.5%)				$ 450.00
TOTAL				**$ 20,250.00**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	7550	$ 158,550.00
6" GATE VALVE & BOX	$ 800.00	EA.	18	$ 14,400.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	24	$ 27,600.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	18	$ 63,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	154	$ 92,400.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	2	$ 2,200.00
CONNECT TO EXISTING	$ 500.00	EA.	7	$ 3,500.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	6.3	$ 47,187.50
TESTING & CHLORINATION	$ 0.75	L.F.	7550	$ 5,662.50
ENGINEERING, PLATTING & STAKING (10%)				$ 41,450.00
MISCELLANEOUS ITEMS (2.5%)				$ 10,362.50
TOTAL				**$ 466,312.50**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	4800	$ 105,600.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	12	$ 36,000.00
CONNECT TO EXISTING	$ 500.00	EA.	6	$ 3,000.00
4" SERVICE LINES	$ 600.00	EA.	154	$ 92,400.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	200	$ 7,000.00
TRENCH SAFETY	$ 1.00	L.F.	4800	$ 4,800.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	4800	$ 4,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 25,360.00
MISCELLANEOUS ITEMS (2.5%)				$ 6,340.00
TOTAL				**$ 285,300.00**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	180	$ 7,200.00
21" R.C.P.	$ 45.00	L.F.	500	$ 22,500.00
24" R.C.P.	$ 50.00	L.F.	1110	$ 55,500.00
27" R.C.P.	$ 55.00	L.F.	380	$ 20,900.00
30" R.C.P.	$ 65.00	L.F.	70	$ 4,550.00
36" R.C.P.	$ 80.00	L.F.	100	$ 8,000.00
42" R.C.P.	$ 110.00	L.F.	240	$ 26,400.00
7' X 4' R.C.B.	$ 240.00	L.F.	100	$ 24,000.00
CURB INLET	$ 4,500.00	EA.	18	$ 81,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	2	$ 8,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
4' X 4' HEADWALL	$ 5,000.00	EA.	1	$ 5,000.00
7' X 4' HEADWALL	$ 9,500.00	EA.	2	$ 19,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	225	$ 11,250.00
TRENCH SAFETY	$ 1.00	L.F.	2680	$ 2,680.00
ENGINEERING, PLATTING & STAKING (10%)				$ 30,058.00
MISCELLANEOUS ITEMS (2.5%)				$ 7,514.50
TOTAL				**$ 338,152.50**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	28900	$ 86,700.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	525	$ 81,375.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	27100	$ 813,000.00
CONNECT TO EXISTING	$ 500.00	EA.	6	$ 3,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	25	$ 27,500.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	8	$ 12,000.00
STREET NAME BLADE	$ 400.00	EA.	19	$ 7,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 104,117.50
MISCELLANEOUS ITEMS (2.5%)				$ 26,029.38
TOTAL				**$ 1,171,321.88**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8' TRAIL	$ 4.00	S.F.	10000	$ 40,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 4,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,000.00
TOTAL				**$ 45,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,700.00	L.S.	1	$ 4,700.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 90,443.48	L.S.	1	$ 90,443.48
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	154	$ 38,500.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 166,643.48**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 1,800.00	L.S.	1	$ 1,800.00
TOTAL				**$ 1,800.00**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$114,919	$672	$1,796
EROSION CONTROL (MAJOR IMPROVEMENTS)	$20,419	$119	$319
EXCAVATION (DIRECT)	$90,833	$531	$1,419
EXCAVATION (MAJOR IMPROVEMENTS)	$11,070	$65	$173
RETAINING WALL (DIRECT)	$0	$0	$0
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$506,306	$2,961	$7,911
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$434,678	$2,542	$6,792
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$426,926	$2,497	$6,671
STORM SEWER (MAJOR IMPROVEMENTS)	$12,375	$72	$193
PAVING (DIRECT)	$1,408,134	$8,235	$22,002
PAVING (MAJOR IMPROVEMENTS)	$382,106	$2,235	$5,970
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$194,092	$1,135	$3,033
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$15,779	$92	$247
GRAND TOTAL	**$3,617,637**	**$21,156**	**$56,526**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	7000	$ 10,500.00
ROCK CHECK DAMS	$ 1,800.00	EA.	8	$ 14,400.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	19800	$ 24,750.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	3400	$ 5,100.00
DISK & SEED	$ 325.00	ACRE	72	$ 23,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 10,215.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,553.75
TOTAL				**$ 114,918.75**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	1700	$ 2,550.00
ROCK CHECK DAMS	$ 1,800.00	EA.	2	$ 3,600.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,815.00
MISCELLANEOUS ITEMS (2.5%)				$ 453.75
TOTAL				**$ 20,418.75**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	19	$ 32,300.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	20200	$ 44,440.00
ENGINEERING, PLATTING & STAKING (10%)				$ 8,074.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,018.50
TOTAL				**$ 90,832.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	1	$ 1,700.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	3700	$ 8,140.00
ENGINEERING, PLATTING & STAKING (10%)				$ 984.00
MISCELLANEOUS ITEMS (2.5%)				$ 246.00
TOTAL				**$ 11,070.00**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	8000	$ 168,000.00
6" GATE VALVE & BOX	$ 800.00	EA.	19	$ 15,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	29	$ 33,350.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	19	$ 66,500.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	171	$ 102,600.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	2	$ 2,200.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	6.7	$ 50,000.00
CONNECT TO EXISTING	$ 500.00	EA.	8	$ 4,000.00
TESTING & CHLORINATION	$ 0.75	L.F.	8000	$ 6,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 45,005.00
MISCELLANEOUS ITEMS (2.5%)				$ 11,251.25
TOTAL				**$ 506,306.25**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	7970	$ 175,340.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	27	$ 81,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	171	$ 102,600.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	300	$ 10,500.00
TRENCH SAFETY	$ 1.00	L.F.	7970	$ 7,970.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	7970	$ 7,970.00
ENGINEERING, PLATTING & STAKING (10%)				$ 38,638.00
MISCELLANEOUS ITEMS (2.5%)				$ 9,659.50
TOTAL				**$ 434,677.50**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	360	$ 14,400.00
21" R.C.P.	$ 45.00	L.F.	530	$ 23,850.00
24" R.C.P.	$ 50.00	L.F.	350	$ 17,500.00
27" R.C.P.	$ 55.00	L.F.	90	$ 4,950.00
30" R.C.P.	$ 65.00	L.F.	480	$ 31,200.00
36" R.C.P.	$ 80.00	L.F.	240	$ 19,200.00
42" R.C.P.	$ 110.00	L.F.	150	$ 16,500.00
48" R.C.P.	$ 125.00	L.F.	290	$ 36,250.00
4' X 4' R.C.B.	$ 180.00	L.F.	250	$ 45,000.00
5' X 4' R.C.B.	$ 200.00	L.F.	250	$ 50,000.00
CURB INLET	$ 4,500.00	EA.	22	$ 99,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	1	$ 4,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	1	$ 500.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	2	$ 5,600.00
ROCK-RIP-RAP	$ 50.00	S.Y.	135	$ 6,750.00
TRENCH SAFETY	$ 1.00	L.F.	2990	$ 2,990.00
ENGINEERING, PLATTING & STAKING (10%)				$ 37,949.00
MISCELLANEOUS ITEMS (2.5%)				$ 9,487.25
TOTAL				**$ 426,926.25**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
21" R.C.P.	$ 40.00	L.F.	50	$ 2,000.00
CURB INLET	$ 4,500.00	EA.	2	$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,100.00
MISCELLANEOUS ITEMS (2.5%)				$ 275.00
TOTAL				**$ 12,375.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	33600	$ 100,800.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	605	$ 93,775.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	31400	$ 942,000.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	13400	$ 53,600.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	36	$ 39,600.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STREET STOP SIGNS	$ 400.00	EA.	7	$ 2,800.00
STREET NAME BLADES	$ 400.00	EA.	19	$ 7,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 125,167.50
MISCELLANEOUS ITEMS (2.5%)				$ 31,291.88
TOTAL				**$ 1,408,134.38**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" LIME TREATED SUBGRADE	$ 3.00	S.Y.	5000	$ 15,000.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	90	$ 13,950.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	$ 39.00	S.Y.	4600	$ 179,400.00
8" REINF. CONCRETE TURN LANES	$ 42.00	S.Y.	1050	$ 44,100.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
4' SIDEWALK	$ 4.00	S.F.	3800	$ 15,200.00
8' TRAIL	$ 4.00	S.F.	4300	$ 17,200.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	39	$ 42,900.00
TURN LANE BUTTONING AND STRIPING	$ 4.00	L.F.	450	$ 1,800.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 5,000.00	L.S.	1	$ 5,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	2	$ 3,000.00
STREET NAME BLADE	$ 400.00	EA.	4	$ 1,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,965.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,491.25
TOTAL				**$ 382,106.25**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 7,300.00	L.S.	1	$ 7,300.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 111,041.78	L.S.	1	$ 111,041.78
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	171	$ 42,750.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 194,091.78**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 15,779.25	L.S.	1	$ 15,779.25
TOTAL				**$ 15,779.25**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$158,653	$715	$1,603
EROSION CONTROL (MAJOR IMPROVEMENTS)	$27,338	$123	$276
EXCAVATION (DIRECT)	$143,685	$647	$1,451
EXCAVATION (MAJOR IMPROVEMENTS)	$14,288	$64	$144
RETAINING WALL (DIRECT)	$27,810	$125	$281
RETAINING WALL (MAJOR IMPROVEMENTS)	$10,125	$46	$102
WATER (DIRECT)	$629,719	$2,837	$6,361
WATER (MAJOR IMPROVEMENTS)	$277,988	$1,252	$2,808
SANITARY SEWER (DIRECT)	$440,235	$1,983	$4,447
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$646,943	$2,914	$6,535
STORM SEWER (MAJOR IMPROVEMENTS)	$21,938	$99	$222
PAVING (DIRECT)	$1,973,627	$8,890	$19,936
PAVING (MAJOR IMPROVEMENTS)	$369,214	$1,663	$3,729
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$244,171	$1,100	$2,466
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$26,766	$121	$270
GRAND TOTAL	**$5,012,496**	**$22,579**	**$50,631**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	18500	$ 27,750.00
ROCK CHECK DAMS	$ 1,800.00	EA.	10	$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	3	$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	24800	$ 31,000.00
DISK & SEED	$ 325.00	ACRE	87	$ 28,275.00
ENGINEERING, PLATTING & STAKING (10%)				$ 14,102.50
MISCELLANEOUS ITEMS (2.5%)				$ 3,525.63
TOTAL				**$ 158,653.13**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	2200	$ 3,300.00
ROCK CHECK DAMS	$ 1,800.00	EA.	5	$ 9,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 2,430.00
MISCELLANEOUS ITEMS (2.5%)				$ 607.50
TOTAL				**$ 27,337.50**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	25	$ 42,500.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	4	$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	35100	$ 77,220.00
ENGINEERING, PLATTING & STAKING (10%)				$ 12,772.00
MISCELLANEOUS ITEMS (2.5%)				$ 3,193.00
TOTAL				**$ 143,685.00**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	1	$ 1,700.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	5000	$ 11,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,270.00
MISCELLANEOUS ITEMS (2.5%)				$ 317.50
TOTAL				**$ 14,287.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	120	$ 4,800.00
5' WALL	$ 83.00	L.F.	240	$ 19,920.00
ENGINEERING, PLATTING & STAKING (10%)				$ 2,472.00
MISCELLANEOUS ITEMS (2.5%)				$ 618.00
TOTAL				**$ 27,810.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' WALL	$ 60.00	L.F.	150	$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 900.00
MISCELLANEOUS ITEMS (2.5%)				$ 225.00
TOTAL				**$ 10,125.00**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	9600	$ 201,600.00
6" GATE VALVE & BOX	$ 800.00	EA.	24	$ 19,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	47	$ 54,050.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	24	$ 84,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	222	$ 133,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	8.0	$ 60,000.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
TESTING & CHLORINATION	$ 0.75	L.F.	9600	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 55,975.00
MISCELLANEOUS ITEMS (2.5%)				$ 13,993.75
TOTAL				**$ 629,718.75**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 33.00	L.F.	4400	$ 145,200.00
6" GATE VALVE & BOX	$ 800.00	EA.	8	$ 6,400.00
12" GATE VALVE & BOX	$ 2,100.00	EA.	17	$ 35,700.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	8	$ 28,000.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	3.7	$ 27,500.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
TESTING & CHLORINATION	$ 0.75	L.F.	4400	$ 3,300.00
ENGINEERING, PLATTING & STAKING (10%)				$ 24,710.00
MISCELLANEOUS ITEMS (2.5%)				$ 6,177.50
TOTAL				**$ 277,987.50**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	8130	$ 178,860.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	18	$ 54,000.00
CONNECT TO EXISTING	$ 500.00	EA.	4	$ 2,000.00
4" SERVICE LINES	$ 600.00	EA.	222	$ 133,200.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	200	$ 7,000.00
TRENCH SAFETY	$ 1.00	L.F.	8130	$ 8,130.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	8130	$ 8,130.00
ENGINEERING, PLATTING & STAKING (10%)				$ 39,132.00
MISCELLANEOUS ITEMS (2.5%)				$ 9,783.00
TOTAL				**$ 440,235.00**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	410	$ 16,400.00
21" R.C.P.	$ 45.00	L.F.	1770	$ 79,650.00
24" R.C.P.	$ 50.00	L.F.	1380	$ 69,000.00
27" R.C.P.	$ 55.00	L.F.	280	$ 15,400.00
30" R.C.P.	$ 65.00	L.F.	880	$ 57,200.00
36" R.C.P.	$ 80.00	L.F.	410	$ 32,800.00
48" R.C.P.	$ 125.00	L.F.	420	$ 52,500.00
6' X 4' R.C.B.	$ 220.00	L.F.	60	$ 13,200.00
CURB INLET	$ 4,500.00	EA.	43	$ 193,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	5	$ 20,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	2	$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
6' X 4' HEADWALL	$ 9,500.00	EA.	1	$ 9,500.00
ROCK-RIP-RAP	$ 50.00	S.Y.	90	$ 4,500.00
GRADE TO DRAIN	$ 10.00	L.F.	300	$ 3,000.00
TRENCH SAFETY	$ 1.00	L.F.	5610	$ 5,610.00
ENGINEERING, PLATTING & STAKING (10%)				$ 57,506.00
MISCELLANEOUS ITEMS (2.5%)				$ 14,376.50
TOTAL				**$ 646,942.50**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
21" R.C.P.	$ 40.00	L.F.	150	$ 6,000.00
CURB INLET	$ 4,500.00	EA.	3	$ 13,500.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,950.00
MISCELLANEOUS ITEMS (2.5%)				$ 487.50
TOTAL				**$ 21,937.50**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	48700	$ 146,100.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	877	$ 135,935.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	45700	$ 1,371,000.00
CONNECT TO EXISTING	$ 500.00	EA.	5	$ 2,500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	3000	$ 12,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	49	$ 53,900.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 15,000.00	L.S.	1	$ 15,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	11	$ 4,400.00
STREET NAME BLADE	$ 400.00	EA.	30	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 175,433.50
MISCELLANEOUS ITEMS (2.5%)				$ 43,858.38
TOTAL				**$ 1,973,626.88**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" LIME TREATED SUBGRADE	$ 3.00	S.Y.	6600	$ 19,800.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	118	$ 18,290.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	$ 39.00	S.Y.	6100	$ 237,900.00
8" REINF. CONCRETE TURN LANES	$ 42.00	S.Y.	700	$ 29,400.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	1	$ 500.00
4' SIDEWALK	$ 4.00	S.F.	3200	$ 12,800.00
TURN LANE BUTTONING AND STRIPING	$ 4.00	L.F.	300	$ 1,200.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 5,000.00	L.S.	1	$ 5,000.00
STREET STOP SIGNS	$ 400.00	EA.	3	$ 1,200.00
STREET NAME BLADES	$ 400.00	EA.	4	$ 1,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 32,819.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,204.75
TOTAL				**$ 369,213.75**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 6,300.00	L.S.	1	$ 6,300.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 147,620.93	L.S.	1	$ 147,620.93
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	L.S.	229	$ 57,250.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 244,170.93**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 26,765.55	L.S.	1	$ 26,765.55
TOTAL				**$ 26,765.55**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$91,997	$719	$2,555
EROSION CONTROL (MAJOR IMPROVEMENTS)	$0	$0	$0
EXCAVATION (DIRECT)	$60,953	$476	$1,693
EXCAVATION (MAJOR IMPROVEMENTS)	$0	$0	$0
RETAINING WALL (DIRECT)	$72,900	$570	$2,025
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$362,756	$2,834	$10,077
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$353,621	$2,763	$9,823
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$246,971	$1,929	$6,860
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$852,114	$6,657	$23,670
PAVING (MAJOR IMPROVEMENTS)	$72,000	$563	$2,000
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$141,719	$1,107	$3,937
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$2,880	$23	$80
GRAND TOTAL	**$2,257,911**	**$17,640**	**$62,720**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	10000	$ 15,000.00
ROCK CHECK DAMS	$ 1,800.00	EA.	10	$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	10200	$ 12,750.00
DISK & SEED	$ 325.00	ACRE	37	$ 12,025.00
ENGINEERING, PLATTING & STAKING (10%)				$ 8,177.50
MISCELLANEOUS ITEMS (2.5%)				$ 2,044.38
TOTAL				**$ 91,996.88**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	11	$ 18,700.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	13400	$ 29,480.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,418.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,354.50
TOTAL				**$ 60,952.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6' WALL	$ 108.00	L.F.	600	$ 64,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,480.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,620.00
TOTAL				**$ 72,900.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	5600	$ 117,600.00
6" GATE VALVE & BOX	$ 800.00	EA.	14	$ 11,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	19	$ 21,850.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	14	$ 49,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	128	$ 76,800.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	1	$ 1,100.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	4.7	$ 35,000.00
CONNECT TO EXISTING	$ 500.00	EA.	7	$ 3,500.00
TESTING & CHLORINATION	$ 0.75	L.F.	5600	$ 4,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 32,245.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,061.25
TOTAL				**$ 362,756.25**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	6970	$ 153,340.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	20	$ 60,000.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4" SERVICE LINES	$ 600.00	EA.	128	$ 76,800.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	250	$ 8,750.00
TRENCH SAFETY	$ 1.00	L.F.	6970	$ 6,970.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	6970	$ 6,970.00
ENGINEERING, PLATTING & STAKING (10%)				$ 31,433.00
MISCELLANEOUS ITEMS (2.5%)				$ 7,858.25
TOTAL				**$ 353,621.25**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	150	$ 6,000.00
21" R.C.P.	$ 45.00	L.F.	270	$ 12,150.00
24" R.C.P.	$ 50.00	L.F.	910	$ 45,500.00
30" R.C.P.	$ 65.00	L.F.	180	$ 11,700.00
36" R.C.P.	$ 80.00	L.F.	110	$ 8,800.00
42" R.C.P.	$ 110.00	L.F.	180	$ 19,800.00
48" R.C.P.	$ 125.00	L.F.	180	$ 22,500.00
CURB INLET	$ 4,500.00	EA.	13	$ 58,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	1	$ 4,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
48"-60" TYPE "B" PRE-CAST HEADWALL	$ 4,000.00	EA.	2	$ 8,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	180	$ 9,000.00
GRADE TO DRAIN	$ 10.00	L.F.	700	$ 7,000.00
TRENCH SAFETY	$ 1.00	L.F.	1980	$ 1,980.00
ENGINEERING, PLATTING & STAKING (10%)				$ 21,953.00
MISCELLANEOUS ITEMS (2.5%)				$ 5,488.25
TOTAL				**$ 246,971.25**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	20900	$ 62,700.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	377	$ 58,435.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	19500	$ 585,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	2200	$ 8,800.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	20	$ 22,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 1.00	L.S.	10000	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	6	$ 2,400.00
STREET NAME BLADE	$ 400.00	EA.	14	$ 5,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 75,743.50
MISCELLANEOUS ITEMS (2.5%)				$ 18,935.88
TOTAL				**$ 852,114.38**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8' TRAIL	$ 4.00	S.F.	16000	$ 64,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,400.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,600.00
TOTAL				**$ 72,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,100.00	L.S.	1	$ 4,100.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 72,618.53	L.S.	1	$ 72,618.53
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	128	$ 32,000.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 141,718.53**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 2,880.00	L.S.	1	$ 2,880.00
TOTAL				**$ 2,880.00**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$75,895	$961	$1,897
EROSION CONTROL (MAJOR IMPROVEMENTS)	$0	$0.00	$0.00
EXCAVATION (DIRECT)	$42,075	$533	$1,052
EXCAVATION (MAJOR IMPROVEMENTS)	$0	$0	$0
RETAINING WALL (DIRECT)	$21,600	$273	$540
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$189,169	$2,395	$4,729
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$77,400	$980	$1,935
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$231,311	$2,928	$5,783
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$578,430	$7,322	$14,461
PAVING (MAJOR IMPROVEMENTS)	$0	$0	$0
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$99,000	$1,253	$2,475
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$0	$0	$0
GRAND TOTAL	**$1,314,880**	**$16,644**	**$32,872**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	9100	$ 13,650.00
ROCK CHECK DAMS	$ 1,800.00	EA.	7	$ 12,600.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	6750	$ 8,437.50
DISK & SEED	$ 325.00	ACRE	27	$ 8,775.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,746.25
MISCELLANEOUS ITEMS (2.5%)				$ 1,686.56
TOTAL				**$ 75,895.31**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	8	$ 13,600.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	9000	$ 19,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 3,740.00
MISCELLANEOUS ITEMS (2.5%)				$ 935.00
TOTAL				**$ 42,075.00**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	150	$ 6,000.00
3' WALL	$ 50.00	L.F.	120	$ 6,000.00
4' WALL	$ 60.00	L.F.	120	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,920.00
MISCELLANEOUS ITEMS (2.5%)				$ 480.00
TOTAL				**$ 21,600.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	2700	$ 56,700.00
6" GATE VALVE & BOX	$ 800.00	EA.	7	$ 5,600.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	9	$ 10,350.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	7	$ 24,500.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	79	$ 47,400.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	2.3	$ 16,875.00
CONNECT TO EXISTING	$ 500.00	EA.	5	$ 2,500.00
TESTING & CHLORINATION	$ 0.75	L.F.	2700	$ 2,025.00
ENGINEERING, PLATTING & STAKING (10%)				$ 16,815.00
MISCELLANEOUS ITEMS (2.5%)				$ 4,203.75
TOTAL				**$ 189,168.75**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	600	$ 13,200.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	2	$ 6,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	79	$ 47,400.00
TRENCH SAFETY	$ 1.00	L.F.	600	$ 600.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	600	$ 600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,880.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,720.00
TOTAL				**$ 77,400.00**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	200	$ 8,000.00
21" R.C.P.	$ 45.00	L.F.	190	$ 8,550.00
24" R.C.P.	$ 50.00	L.F.	100	$ 5,000.00
30" R.C.P.	$ 65.00	L.F.	300	$ 19,500.00
36" R.C.P.	$ 80.00	L.F.	550	$ 44,000.00
42" R.C.P.	$ 110.00	L.F.	60	$ 6,600.00
48" R.C.P.	$ 125.00	L.F.	130	$ 16,250.00
5' X 4' R.C.B.	$ 200.00	L.F.	80	$ 16,000.00
CURB INLET	$ 4,500.00	EA.	10	$ 45,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	2	$ 8,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	2	$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
48"-60" TYPE "B" PRE-CAST HEADWALL	$ 4,000.00	EA.	1	$ 4,000.00
5' X 4' HEADWALL	$ 7,500.00	EA.	1	$ 7,500.00
ROCK-RIP-RAP	$ 50.00	S.Y.	180	$ 9,000.00
GRADE TO DRAIN	$ 10.00	L.F.	100	$ 1,000.00
TRENCH SAFETY	$ 1.00	L.F.	1610	$ 1,610.00
ENGINEERING, PLATTING & STAKING (10%)				$ 20,561.00
MISCELLANEOUS ITEMS (2.5%)				$ 5,140.25
TOTAL				**$ 231,311.25**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	14000	$ 42,000.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	252	$ 39,060.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	13200	$ 396,000.00
CONNECT TO EXISTING	$ 500.00	EA.	4	$ 2,000.00
4' SIDEWALK	$ 4.00	S.F.	1400	$ 5,600.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	13	$ 14,300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	4	$ 1,600.00
STREET NAME BLADE	$ 400.00	EA.	9	$ 3,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 51,416.00
MISCELLANEOUS ITEMS (2.5%)				$ 12,854.00
TOTAL				**$ 578,430.00**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 2,800.00	L.S.	1	$ 2,800.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 43,052.40	L.S.	1	$ 43,052.40
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	79	$ 19,750.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 99,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$110,588	$819	$1,940
EROSION CONTROL (MAJOR IMPROVEMENTS)	$4,219	$31	$74
EXCAVATION (DIRECT)	$84,488	$626	$1,482
EXCAVATION (MAJOR IMPROVEMENTS)	$67,838	$503	$1,190
RETAINING WALL (DIRECT)	$10,125	$75	$178
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$379,350	$2,810	$6,655
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$378,056	$2,800	$6,633
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$376,459	$2,789	$6,605
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$1,202,951	$8,911	$21,104
PAVING (MAJOR IMPROVEMENTS)	$67,500	$500	$1,184
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$172,623	$1,279	$3,028
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$2,700	$20	$47
GRAND TOTAL	**$2,856,895**	**$21,162**	**$50,121**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	8300	$ 12,450.00
ROCK CHECK DAMS	$ 1,800.00	EA.	10	$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	3	$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	13000	$ 16,250.00
DISK & SEED	$ 325.00	ACRE	48	$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,830.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,457.50
TOTAL				**$ 110,587.50**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	3000	$ 3,750.00
ENGINEERING, PLATTING & STAKING (10%)				$ 375.00
MISCELLANEOUS ITEMS (2.5%)				$ 93.75
TOTAL				**$ 4,218.75**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	18	$ 30,600.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	17500	$ 38,500.00
ENGINEERING, PLATTING & STAKING (10%)				$ 7,510.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,877.50
TOTAL				**$ 84,487.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	7	$ 11,900.00
POND EXCAVATION	$ 2.20	C.Y.	22000	$ 48,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,030.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,507.50
TOTAL				**$ 67,837.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' WALL	$ 60.00	L.F.	150	$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 900.00
MISCELLANEOUS ITEMS (2.5%)				$ 225.00
TOTAL				**$ 10,125.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	5350	$ 112,350.00
6" GATE VALVE & BOX	$ 800.00	EA.	16	$ 12,800.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	26	$ 29,900.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	16	$ 56,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	135	$ 81,000.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	4.5	$ 33,437.50
CONNECT TO EXISTING	$ 500.00	EA.	11	$ 5,500.00
TESTING & CHLORINATION	$ 0.75	L.F.	5350	$ 4,012.50
ENGINEERING, PLATTING & STAKING (10%)				$ 33,720.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,430.00
TOTAL				**$ 379,350.00**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	7200	$ 158,400.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	24	$ 72,000.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4" SERVICE LINES	$ 600.00	EA.	135	$ 81,000.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	250	$ 8,750.00
TRENCH SAFETY	$ 1.00	L.F.	7200	$ 7,200.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	7200	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,605.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,401.25
TOTAL				**$ 378,056.25**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	220	$ 8,800.00
21" R.C.P.	$ 45.00	L.F.	450	$ 20,250.00
24" R.C.P.	$ 50.00	L.F.	650	$ 32,500.00
27" R.C.P.	$ 55.00	L.F.	590	$ 32,450.00
30" R.C.P.	$ 65.00	L.F.	260	$ 16,900.00
42" R.C.P.	$ 110.00	L.F.	160	$ 17,600.00
4' X 4' R.C.B.	$ 180.00	L.F.	180	$ 32,400.00
8' X 4' R.C.B.	$ 260.00	L.F.	120	$ 31,200.00
CURB INLET	$ 4,500.00	EA.	18	$ 81,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	2	$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	2	$ 3,600.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
4' X 4' HEADWALL	$ 5,000.00	EA.	1	$ 5,000.00
8' X 4' HEADWALL	$ 16,500.00	EA.	2	$ 33,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	270	$ 13,500.00
TRENCH SAFETY	$ 1.00	L.F.	2630	$ 2,630.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,463.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,365.75
TOTAL				**$ 376,458.75**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	28800	$ 86,400.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	518	$ 80,290.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	27000	$ 810,000.00
CONNECT TO EXISTING	$ 500.00	EA.	8	$ 4,000.00
4' SIDEWALK	$ 4.50	S.F.	6200	$ 27,900.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	33	$ 36,300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	11	$ 4,400.00
STREET NAME BLADE	$ 400.00	EA.	25	$ 10,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 106,929.00
MISCELLANEOUS ITEMS (2.5%)				$ 26,732.25
TOTAL				**$ 1,202,951.25**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8' TRAIL	$ 4.00	S.F.	15000	$ 60,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,500.00
TOTAL				**$ 67,500.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,900.00	L.S.	1	$ 4,900.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 93,472.65	L.S.	1	$ 93,472.65
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	165	$ 41,250.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 172,622.65**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 2,700.00	L.S.	1	$ 2,700.00
TOTAL				**$ 2,700.00**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$69,609	$370	$1,392
EROSION CONTROL (MAJOR IMPROVEMENTS)	$0	$0	$0
EXCAVATION (DIRECT)	$115,988	$617	$2,320
EXCAVATION (MAJOR IMPROVEMENTS)	$61,875	$329	$1,238
RETAINING WALL (DIRECT)	$0	$0	$0
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$492,609	$2,620	$9,852
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$379,688	$2,020	$7,594
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$364,815	$1,941	$7,296
STORM SEWER (MAJOR IMPROVEMENTS)	$54,000	$287	$1,080
PAVING (DIRECT)	$1,008,473	$5,364	$20,169
PAVING (MAJOR IMPROVEMENTS)	$0	$0	$0
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$174,323	$927	$3,486
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$2,160	$11	$43
GRAND TOTAL	**$2,723,540**	**$14,487**	**$54,471**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	5700	$ 8,550.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	12800	$ 16,000.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	1300	$ 1,950.00
DISK & SEED	$ 325.00	AC.	35	$ 11,375.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,187.50
MISCELLANEOUS ITEMS (2.5%)				$ 1,546.88
TOTAL				**$ 69,609.38**

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	AC.	35	$ 59,500.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	CY.	18000	$ 39,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 10,310.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,577.50
TOTAL				**$ 115,987.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND EXCAVATION	$ 2.20	C.Y.	25000	$ 55,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,500.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,375.00
TOTAL				**$ 61,875.00**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	6600	$ 138,600.00
8" P.V.C. WATERLINE BY BORE	$ 300.00	L.F.	100	$ 30,000.00
6" GATE VALVE & BOX	$ 800.00	EA.	13	$ 10,400.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	22	$ 25,300.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	13	$ 45,500.00
12" x 8" TAPPING SLEEVE & VALVE	$ 6,000.00	EA.	1	$ 6,000.00
8" x 8" TAPPING SLEEVE & VALVE	$ 4,500.00	EA.	2	$ 9,000.00
1" SINGLE SERVICE	$ 650.00	EA.	188	$ 122,200.00
1.5" IRRIGATION SERVICE	$ 800.00	EA.	1	$ 800.00
CONNECT TO EXISTING	$ 500.00	EA.	4	$ 2,000.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TN.	5.5	$ 41,250.00
REMOVE EXISTING WATER MAIN AND VALVES	$ 12.50	L.F.	150	$ 1,875.00
TESTING & CHLORINATION	$ 0.75	L.F.	6600	$ 4,950.00
ENGINEERING, PLATTING & STAKING (10%)				$ 43,787.50
MISCELLANEOUS ITEMS (2.5%)				$ 10,946.88
TOTAL				**$ 492,609.38**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	LF.	6600	$ 145,200.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	12	$ 36,000.00
4' DIAMETER DROP MANHOLE	$ 6,000.00	EA.	2	$ 12,000.00
CLEANOUT	$ 500.00	EA.	1	$ 500.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	188	$ 112,800.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	200	$ 7,000.00
REMOVE EXISTING SANITARY SEWER MAIN	$ 10.00	L.F.	650	$ 6,500.00
TRENCH SAFETY	$ 1.50	L.F.	6600	$ 9,900.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	6600	$ 6,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,750.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,437.50
TOTAL				**$ 379,687.50**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 40.00	L.F.	300	$ 12,000.00
21" R.C.P.	$ 45.00	L.F.	300	$ 13,500.00
24" R.C.P.	$ 50.00	L.F.	1400	$ 70,000.00
30" R.C.P.	$ 65.00	L.F.	220	$ 14,300.00
33" R.C.P.	$ 70.00	L.F.	540	$ 37,800.00
36" R.C.P.	$ 80.00	L.F.	100	$ 8,000.00
42" R.C.P.	$ 110.00	L.F.	520	$ 57,200.00
CURB INLET	$ 4,500.00	EA.	17	$ 76,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	5	$ 20,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
ROCK-RIP-RAP	$ 50.00	SY.	50	$ 2,500.00
REMOVE EXISTING STORM SEWER MAIN	$ 20.00	L.F.	200	$ 4,000.00
REMOVE DROP INLET AND CONNECT TO EXISTING RCP	$ 500.00	EA.	1	$ 500.00
TRENCH SAFETY	$ 1.00	L.F.	3380	$ 3,380.00
ENGINEERING, PLATTING & STAKING (10%)				$ 32,428.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,107.00
TOTAL				**$ 364,815.00**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND FOUNTAIN	$ 30,000.00	EA.	1	$ 30,000.00
POND OUTLET STRUCTURE	$ 18,000.00	EA.	1	$ 18,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 4,800.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,200.00
TOTAL				**$ 54,000.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	SY.	24100	$ 72,300.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TN.	434	$ 67,270.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	SY.	22600	$ 678,000.00
4' SIDEWALK	$ 4.50	SF.	1400	$ 6,300.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	31	$ 34,100.00
SAWCUT AND REMOVE EX CONCRETE PAVEMENT	$ 15.00	S.F.	350	$ 5,250.00
REMOVE EXISTING STREET SIGNS	$ 100.00	EA.	3	$ 300.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	$ 4,500.00	EA.	5	$ 22,500.00
STREET NAME BLADE	$ 400.00	EA.	26	$ 10,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 89,642.00
MISCELLANEOUS ITEMS (2.5%)				$ 22,410.50
TOTAL				**$ 1,008,472.50**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,500.00	LS.	1	$ 4,500.00
ENGINEERING REVIEW FEE	$ 5,000.00	LS.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 89,823.38	LS.	1	$ 89,823.38
WETLANDS REPORT	$ 2,500.00	LS.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	LS.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	LS.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	188	$ 47,000.00
SWPPP ADMINISTRATION	$ 5,000.00	LS.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	LS.	1	$ 5,000.00
TOTAL				**$ 174,323.38**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 2,160.00	L.S.	1	$ 2,160.00
TOTAL				**$ 2,160.00**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ***02/16/18*** *Revised:* ***09/26/19***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$80,120	$411	$1,113
EROSION CONTROL (MAJOR IMPROVEMENTS)	$9,863	$51	$137
EXCAVATION (DIRECT)	$67,188	$345	$933
EXCAVATION (MAJOR IMPROVEMENTS)	$300,169	$1,539	$4,169
RETAINING WALL (MAJOR IMPROVEMENTS)	$116,359	$597	$1,616
WATER (DIRECT)	$726,238	$3,724	$10,087
WATER (MAJOR IMPROVEMENTS)	$59,282	$304.01	$823.37
SANITARY SEWER (DIRECT)	$553,510	$2,839	$7,688
SANITARY SEWER (MAJOR IMPROVEMENTS)	$440,835	$2,261	$6,123
STORM SEWER (DIRECT)	$884,253	$4,535	$12,281
STORM SEWER (MAJOR IMPROVEMENTS)	$218,619	$1,121	$3,036
PAVING (DIRECT)	$1,851,218	$9,493	$25,711
PAVING (MAJOR IMPROVEMENTS)	$693,495	$3,556	$9,632
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT	$211,852	$1,086	$2,942
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR	$42,367	$217	$588
GRAND TOTAL	**$6,255,368**	**$32,079**	**$86,880**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ***~~02/16/18~~*** *Revised:* ***09/26/19***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	3630	$ 5,445.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	20938	$ 26,172.50
INLET PROTECTION	$ 500.00	EA	48	$ 24,000.00
DISK & SEED	$ 325.00	ACRE	48	$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 7,121.75
MISCELLANEOUS ITEMS (2.5%)				$ 1,780.44
TOTAL				**$ 80,119.69**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	1955	$ 2,932.50
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	3890	$ 5,835.00
ENGINEERING, PLATTING & STAKING (10%)				$ 876.75
MISCELLANEOUS ITEMS (2.5%)				$ 219.19
TOTAL				**$ 9,863.44**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	24	$ 14,040.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	1	$ 2,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.02	C.Y.	21625	$ 43,682.50
ENGINEERING, PLATTING & STAKING (10%)				$ 5,972.25
MISCELLANEOUS ITEMS (2.5%)				$ 1,493.06
TOTAL				**$ 67,187.81**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	10.8	$ 6,318.00
ROSELAND EXCAVATION	$ 2.02	C.Y.	6545	$ 13,220.90
POND EXCAVATION (Pond #2)	$ 2.02	C.Y.	4700	$ 9,494.00
POND EXCAVATION (Pond #8 North)	$ 2.38	C.Y.	57842	$ 137,663.96
POND EXCAVATION (Pond #3 South)	$ 2.32	C.Y.	43155	$ 100,119.60
ENGINEERING, PLATTING & STAKING (10%)				$ 26,681.65
MISCELLANEOUS ITEMS (2.5%)				$ 6,670.41
TOTAL				**$ 300,168.52**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
3' WALL	$ 50.00	L.F.	1075	$ 53,750.00
10' WALL	$ 216.00	L.F.	230	$ 49,680.00
ENGINEERING, PLATTING & STAKING (10%)				$ 10,343.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,585.75
TOTAL				**$ 116,358.75**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ~~***02/16/18***~~ *Revised:* ***09/26/19***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	10922	$ 267,589.00
6" GATE VALVE & BOX	$ 825.00	EA.	21	$ 17,325.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	40	$ 46,000.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	21	$ 71,610.00
1" SINGLE WATER SERVICE	$ 695.00	EA.	193	$ 134,135.00
1" METER SETTERS	$ 390.00	EA.	193	$ 75,270.00
CONNECT TO EXISTING	$ 450.00	EA.	6	$ 2,700.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	3.0	$ 25,650.00
CEMENT STABILIZED SAND	$ 19.50	L.F.	18	$ 351.00
TESTING & CHLORINATION	$ 0.45	L.F.	10922	$ 4,914.90
ENGINEERING, PLATTING & STAKING (10%)				$ 64,554.49
MISCELLANEOUS ITEMS (2.5%)				$ 16,138.62
TOTAL				**$ 726,238.01**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	1192	$ 29,204.00
6" GATE VALVE & BOX	$ 825.00	EA.	2	$ 1,650.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	7	$ 8,050.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	2	$ 6,820.00
CONNECT TO EXISTING	$ 450.00	EA.	1	$ 450.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	0.7	$ 5,985.00
TESTING & CHLORINATION	$ 0.45	L.F.	1192	$ 536.40
ENGINEERING, PLATTING & STAKING (10%)				$ 5,269.54
MISCELLANEOUS ITEMS (2.5%)				$ 1,317.39
TOTAL				**$ 59,282.33**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" P.V.C. PIPE (SDR-35)	$ 20.50	L.F.	234	$ 4,797.00
8" P.V.C. PIPE (SDR-35)	$ 26.25	L.F.	7914	$ 207,742.50
4' DIAMETER MANHOLE	$ 5,100.00	EA.	28	$ 142,800.00
CLEAN-OUT	$ 775.00	EA.	1	$ 775.00
CONNECT TO EXISTING	$ 450.00	EA.	3	$ 1,350.00
CONNECT TO EXISTING MH	$ 2,000.00	EA.	1	$ 2,000.00
4" SERVICE LINES	$ 618.00	EA.	194	$ 119,892.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 41.00	L.F.	90	$ 3,690.00
TRENCH SAFETY	$ 0.10	L.F.	8148	$ 814.80
TESTING & T.V. INSPECTION	$ 1.00	L.F.	8148	$ 8,148.00
ENGINEERING, PLATTING & STAKING (10%)				$ 49,200.93
MISCELLANEOUS ITEMS (2.5%)				$ 12,300.23
TOTAL				**$ 553,510.46**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 26.25	L.F.	80	$ 2,100.00
10" P.V.C. PIPE (SDR-35)	$ 34.50	L.F.	2592	$ 89,424.00
15" P.V.C. PIPE (SDR-26)	$ 103.50	L.F.	1160	$ 120,060.00
15" P.V.C. PIPE (SDR-35)	$ 50.50	LF	117	$ 5,908.50
16" STEEL ENCASEMENT (BY BORE)	$ 342.00	L.F.	45	$ 15,390.00
16" STEEL ENCASEMENT (BY OPEN CUT)	$ 95.00	L.F.	75	$ 7,125.00
4' DIAMETER MANHOLE	$ 5,100.00	EA.	11	$ 56,100.00
4' DIAMETER MANHOLE OVER EXISTING MAIN	$ 6,200.00	EA.	2	$ 12,400.00
4' DIAMTER MANHOLE W/ EXTRA DEPTH	$ 8,615.00	EA.	2	$ 17,230.00
4' DIAMETER MANHOLE OVER EXISTING 15" MAIN	$ 5,375.00	EA.	2	$ 10,750.00
ADJUST EXISTING MANHOLE RIM ELEVATION	$ 1,625.00	EA.	4	$ 6,500.00
CONNECT TO EXISTING MH	$ 2,000.00	EA.	1	$ 2,000.00
CONNECT TO EXISTING MH & PLUG EX. MH INVERT	$ 4,025.00	EA.	1	$ 4,025.00
REMOVE & DISPOSE EXISTING SAN. SWR.	$ 16.50	L.F.	1057	$ 17,440.50
REMOVE & DISPOSE EXISTING 15" SAN. SWR.	$ 22.80	LF	520	$ 11,856.00
REMOVE & DISPOSE EXISTING 8" SAN SWR	$ 21.25	LF	117	$ 2,486.25
REMOVE & DISPOSE EXISTING MH	$ 375.00	EA.	4	$ 1,500.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 41.00	L.F.	54	$ 2,214.00
BYPASS PUMPING	$ 3,000.00	L.S.	1	$ 3,000.00
TRENCH SAFETY	$ 0.10	L.F.	3949	$ 394.90
TESTING & T.V. INSPECTION	$ 1.00	L.F.	3949	$ 3,949.00
ENGINEERING, PLATTING & STAKING (10%)				$ 39,185.32
MISCELLANEOUS ITEMS (2.5%)				$ 9,796.33
TOTAL				**$ 440,834.79**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ***~~02/16/18~~*** *Revised:* ***09/26/19***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	1791	$ 85,072.50
18" R.C.P. (RUBBER GASKET)	$ 54.00	L.F.	11	$ 594.00
21" R.C.P.	$ 53.00	L.F.	805	$ 42,665.00
21" R.C.P. (RUBBER GASKET)	$ 59.00	L.F.	178	$ 10,502.00
24" R.C.P.	$ 61.00	L.F.	375	$ 22,875.00
27" R.C.P.	$ 66.00	L.F.	736	$ 48,576.00
30" R.C.P.	$ 75.00	L.F.	678	$ 50,850.00
33" R.C.P.	$ 87.00	L.F.	263	$ 22,881.00
36" R.C.P.	$ 98.00	L.F.	642	$ 62,916.00
42" R.C.P.	$ 130.00	L.F.	346	$ 44,980.00
48" R.C.P.	$ 154.00	L.F.	424	$ 65,296.00
48" R.C.P. (RUBBER GASKET)	$ 175.00	L.F.	6	$ 1,050.00
5'x4' R.C.B.	$ 247.00	L.F.	200	$ 49,400.00
10' CURB INLET	$ 3,925.00	EA.	47	$ 184,475.00
4'x4' STORM SEWER MANHOLE	$ 5,300.00	EA.	8	$ 42,400.00
5'x5' STORM SEWER MANHOLE	$ 7,700.00	EA.	3	$ 23,100.00
6'x6' STORM SEWER MANHOLE	$ 8,200.00	EA.	1	$ 8,200.00
21" TXDOT HDWL (SETP-PD)	$ 2,200.00	EA.	3	$ 6,600.00
27" TXDOT HDWL (SETP-PD)	$ 2,750.00	EA.	2	$ 5,500.00
5'x4' RCB TXDOT HDWL (SETB-PW)	$ 6,650.00	EA.	1	$ 6,650.00
REMOVE AND DISPOSE EXISTING WYE INLET	$ 775.00	EA.	1	$ 775.00
TRENCH SAFETY	$ 0.10	L.F.	6455	$ 645.50
ENGINEERING, PLATTING & STAKING (10%)				$ 78,600.30
MISCELLANEOUS ITEMS (2.5%)				$ 19,650.08
TOTAL				**$ 884,253.38**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ***~~02/16/18~~*** *Revised:* ***09/26/19***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	299	$ 14,202.50
21" R.C.P.	$ 53.00	L.F.	23	$ 1,219.00
27" R.C.P.	$ 66.00	L.F.	345	$ 22,770.00
36" R.C.P.	$ 98.00	L.F.	129	$ 12,642.00
42" R.C.P.	$ 130.00	L.F.	96	$ 12,480.00
5'x1.5' R.C.B.	$ 300.00	L.F.	112	$ 33,600.00
7'x3' R.C.B.	$ 340.00	L.F.	55	$ 18,700.00
10' CURB INLET	$ 3,925.00	EA.	6	$ 23,550.00
4'X4' DROP INLET W/ APRON	$ 3,125.00	EA.	1	$ 3,125.00
7'x3' RCB TXDOT HDWL (PW)	$ 13,900.00	EA.	2	$ 27,800.00
2-5'x1.5' RCB TXDOT HDWL (FW-0)	$ 11,000.00	EA.	1	$ 11,000.00
36"/42" COMBO HDWL	$ 7,150.00	EA.	1	$ 7,150.00
REMOVE AND DISPOSE EXISTING HDWL	$ 775.00	EA.	2	$ 1,550.00
42" PLUG	$ 150.00	EA.	1	$ 150.00
ROCK-RIP-RAP	$ 76.50	S.Y.	56	$ 4,284.00
TRENCH SAFETY	$ 0.10	L.F.	1059	$ 105.90
ENGINEERING, PLATTING & STAKING (10%)				$ 19,432.84
MISCELLANEOUS ITEMS (2.5%)				$ 4,858.21
TOTAL				**$ 218,619.45**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	41800	$ 114,950.00
HYDRATED LIME (36 LBS/SY)	$ 150.00	TON	753	$ 112,950.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 33.05	S.Y.	39407	$ 1,302,401.35
SAWCUT CURB & GUTTER	$ 22.00	LF.	182	$ 4,004.00
4' SIDEWALK	$ 4.00	S.F.	13243	$ 52,972.00
BARRIER FREE RAMPS	$ 1,300.00	EA.	22	$ 28,600.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	13	$ 19,890.00
STREET NAME BLADE	$ 305.00	EA.	32	$ 9,760.00
ENGINEERING, PLATTING & STAKING (10%)				$ 164,552.74
MISCELLANEOUS ITEMS (2.5%)				$ 41,138.18
TOTAL				**$ 1,851,218.27**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	11148	$ 30,657.00
HYDRATED LIME (41 LBS/SY)	$ 150.00	TON	229	$ 34,350.00
8" REINF. CONCRETE STREET PAVEMENT (37 B-B)	$ 41.75	S.Y.	4238	$ 176,936.50
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	$ 40.60	S.Y.	6220	$ 252,532.00
8" REINF. STAMPED CONCRETE STREET PAVEMENT	$ 25.75	S.Y.	313	$ 8,059.75
12" TYPE "B" ASPHALT BASE	$ 109.00	S.Y.	264	$ 28,776.00
2" TYPE "C" ASPHALT OVERLAY	$ 34.40	S.Y.	264	$ 9,081.60
BARRIER FREE RAMPS	$ 1,300.00	EA.	4	$ 5,200.00
SAWCUT CURB & GUTTER	$ 22.00	L.F.	699	$ 15,378.00
REMOVE & DISPOSE EXISTING CONCRETE	$ 12.00	S.Y.	495	$ 5,940.00
6' TRAIL	$ 5.00	S.F.	5760	$ 28,800.00
CONCRETE STREET HEADER	$ 15.00	LF	50	$ 750.00
ROAD BARRICADE	$ 38.00	LF	50	$ 1,900.00
REMOVE BARRICATE AND CONN. TO EXISTING	$ 20.00	LF	31	$ 620.00
STRIPING, BUTTONING, ETC. (OWNSBY PKWY)	$ 11,000.00	L.S.	1	$ 11,000.00
REMOVE EXISTING STRIPING (FM2478)	$ 300.00	L.S.	1	$ 300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 2,500.00	L.S.	1	$ 2,500.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	1	$ 1,530.00
STREET NAME BLADE	$ 305.00	EA.	2	$ 610.00
RELOCATE EXISTING STOP SIGN & NAME BLADES	$ 2,200.00	EA.	1	$ 2,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 61,712.09
MISCELLANEOUS ITEMS (2.5%)				$ 14,661.60
TOTAL				**$ 693,494.53**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 2,350.00	L.S.	1	$ 2,350.00
ENGINEERING REVIEW FEE	$ 20,670.00	L.S.	1	$ 20,670.00
INSPECTION FEE (3%)	$ 120,456.60	L.S.	1	$ 120,456.60
WETLANDS REPORT	$ 1,950.00	L.S.	1	$ 1,950.00
ENVIRONMENTAL PHASE 1	$ 3,900.00	L.S.	1	$ 3,900.00
GEO-TECHNICAL REPORT	$ 5,850.00	L.S.	1	$ 5,850.00
MATERIAL TESTING	$ 250.00	LOT.	195	$ 48,750.00
SWPPP ADMINISTRATION	$ 2,925.00	L.S.	1	$ 2,925.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 211,851.60**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 42,366.93	L.S.	1	$ 42,366.93
TOTAL				**$ 42,366.93**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ~~***03/25/20***~~ *Revised:* ***04/14/20***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$62,205	$648	$1,736
EROSION CONTROL (MAJOR IMPROVEMENTS)	$11,936	$124	$333
EXCAVATION (DIRECT)	$85,809	$894	$2,395
EXCAVATION (MAJOR IMPROVEMENTS)	$16,223	$169	$453
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$481,014	$5,011	$13,423
WATER (MAJOR IMPROVEMENTS)	$80,491	$838.45	$2,246.16
SANITARY SEWER (DIRECT)	$372,977	$3,885	$10,408
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$405,214	$4,221	$11,308
STORM SEWER (MAJOR IMPROVEMENTS)	$48,074	$501	$1,342
PAVING (DIRECT)	$1,220,267	$12,711	$34,052
PAVING (MAJOR IMPROVEMENTS)	$497,223	$5,179	$13,875
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$160,949	$1,677	$4,491
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$21,812	$227	$609
GRAND TOTAL	**$3,464,196**	**$36,085**	**$96,671**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	2000	$ 3,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	13715	$ 17,143.75
INLET PROTECTION	$ 500.00	EA	19	$ 9,500.00
DISK & SEED	$ 325.00	ACRE	42	$ 13,650.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,529.38
MISCELLANEOUS ITEMS (2.5%)				$ 1,382.34
TOTAL				**$ 62,205.47**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	590	$ 885.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	5150	$ 7,725.00
INLET PROTECTION	$ 500.00	EA.	4	$ 2,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,061.00
MISCELLANEOUS ITEMS (2.5%)				$ 265.25
TOTAL				**$ 11,936.25**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	7.50	$ 4,388.60
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.02	C.Y.	33607	$ 67,886.14
ENGINEERING, PLATTING & STAKING (10%)				$ 7,627.47
MISCELLANEOUS ITEMS (2.5%)				$ 1,906.87
TOTAL				**$ 85,809.08**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	3.05	$ 1,783.18
CHURCHILL & OWNSBY EXCAVATION	$ 2.02	C.Y.	6256	$ 12,637.12
ENGINEERING, PLATTING & STAKING (10%)				$ 1,442.03
MISCELLANEOUS ITEMS (2.5%)				$ 360.51
TOTAL				**$ 16,222.83**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

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City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	6764	$ 165,718.00
6" GATE VALVE & BOX	$ 825.00	EA.	16	$ 13,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	30	$ 34,500.00
12" GATE VALVE & BOX ON EXISTING	$ 2,000.00	EA.	1	$ 2,000.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	14	$ 47,740.00
FH LEAD WITH CAP (NO FH ASSEMBLY AT THIS TIME)	$ 1,500.00	EA.	2	$ 3,000.00
1" SINGLE WATER SERVICE	$ 695.00	EA.	104	$ 72,280.00
1" SINGLE WATER SERVICE ON EXISTING 12" PVC	$ 950.00	EA.	7	$ 6,650.00
1" METER SETTERS	$ 390.00	EA.	96	$ 37,440.00
CONNECT TO EXISTING	$ 450.00	EA.	1	$ 450.00
CUT-IN 12" x 8" TEE ON EXISTING	$ 3,500.00	EA.	1	$ 3,500.00
CUT-IN 12" x 6" TEE ON EXISTING	$ 3,200.00	EA.	1	$ 3,200.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	4.0	$ 34,456.50
CEMENT STABILIZED SAND	$ 19.50	L.F.	20	$ 390.00
TESTING & CHLORINATION	$ 0.45	L.F.	6764	$ 3,043.80
ENGINEERING, PLATTING & STAKING (10%)				$ 42,756.83
MISCELLANEOUS ITEMS (2.5%)				$ 10,689.21
TOTAL				**$ 481,014.34**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	1349	$ 33,050.50
6" GATE VALVE & BOX	$ 825.00	EA.	4	$ 3,300.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	10	$ 11,500.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	4	$ 13,640.00
CONNECT TO EXISTING	$ 450.00	EA.	2	$ 900.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	1.0	$ 8,550.00
TESTING & CHLORINATION	$ 0.45	L.F.	1349	$ 607.05
ENGINEERING, PLATTING & STAKING (10%)				$ 7,154.76
MISCELLANEOUS ITEMS (2.5%)				$ 1,788.69
TOTAL				**$ 80,490.99**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 26.25	L.F.	5504	$ 144,480.00
4' DIAMETER MANHOLE	$ 5,100.00	EA.	18	$ 91,800.00
CONNECT TO EXISTING MH WITH OUTSIDE DROP	$ 3,000.00	EA.	2	$ 6,000.00
REMOVE PLUG & CONNECT TO EXISTING 8" PVC	$ 1,000.00	EA.	1	$ 1,000.00
CLEANOUT	$ 775.00	EA.	1	$ 775.00
4" SERVICE LINES	$ 618.00	EA.	107	$ 66,126.00
4" SERVICE LINES ON EXISTING 10" PVC	$ 800.00	EA.	4	$ 3,200.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 41.00	L.F.	100	$ 4,100.00
ADJUST MH RIM ELEVATION	$ 1,000.00	EA.	8	$ 8,000.00
TRENCH SAFETY	$ 0.10	L.F.	5504	$ 550.40
TESTING & T.V. INSPECTION	$ 1.00	L.F.	5504	$ 5,504.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,153.54
MISCELLANEOUS ITEMS (2.5%)				$ 8,288.39
TOTAL				**$ 372,977.33**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	1254	$ 59,565.00
21" R.C.P.	$ 53.00	L.F.	476	$ 25,228.00
24" R.C.P.	$ 61.00	L.F.	125	$ 7,625.00
27" R.C.P.	$ 66.00	L.F.	474	$ 31,284.00
30" R.C.P.	$ 75.00	L.F.	553	$ 41,475.00
33" R.C.P.	$ 87.00	L.F.	59	$ 5,133.00
36" R.C.P.	$ 98.00	L.F.	130	$ 12,740.00
36" R.C.P. (RUBBER GASKET)	$ 112.00	L.F.	44	$ 4,928.00
42" R.C.P.	$ 130.00	L.F.	198	$ 25,740.00
60" R.C.P.	$ 225.00	L.F.	126	$ 28,350.00
10' CURB INLET	$ 3,925.00	EA.	19	$ 74,575.00
4'x4' STORM SEWER MANHOLE	$ 5,300.00	EA.	4	$ 21,200.00
24" TXDOT HDWL (CH-FW-0)	$ 2,200.00	EA.	1	$ 2,200.00
36" TXDOT HDWL (SETP-PD)	$ 4,500.00	EA.	1	$ 4,500.00
60" TXDOT HDWL (SETP-PD)	$ 6,000.00	EA.	1	$ 6,000.00
ROCK RIP RAP	$ 50.00	S.Y.	72	$ 3,600.00
REMOVE HDWL AND CONN TO EXISTING	$ 775.00	EA.	1	$ 775.00
REMOVE & REPLACE PORTION OF EXISTING RETAINING WALL	$ 1,500.00	L.S.	1	$ 1,500.00
TRENCH SAFETY	$ 0.10	L.F.	3115	$ 311.50
TV INSPECTION	$ 1.25	L.F.	3115	$ 3,893.75
ENGINEERING, PLATTING & STAKING (10%)				$ 35,672.95
MISCELLANEOUS ITEMS (2.5%)				$ 8,918.24
TOTAL				**$ 405,214.44**

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Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	602	$ 28,595.00
10' CURB INLET	$ 3,925.00	EA.	3	$ 11,775.00
CONNECT TO EXISTING	$ 775.00	EA.	2	$ 1,550.00
TRENCH SAFETY	$ 0.10	L.F.	602	$ 60.20
TV INSPECTION	$ 1.25	L.F.	602	$ 752.50
ENGINEERING, PLATTING & STAKING (10%)				$ 4,273.27
MISCELLANEOUS ITEMS (2.5%)				$ 1,068.32
TOTAL				**$ 48,074.29**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	29,003	$ 79,758.25
HYDRATED LIME (36 LBS/SY)	$ 150.00	TON	522	$ 78,308.10
6" REINF. CONCRETE STREET PAVEMENT (29 B-B)	$ 33.05	S.Y.	25,675	$ 848,558.75
CONCRETE STREET HEADER	$ 15.00	L.F.	174	$ 2,610.00
ROAD BARRICADE	$ 38.00	L.F.	174	$ 6,612.00
REMOVE ROAD BARRICADE	$ 750.00	EA.	2	$ 1,500.00
TEMPORARY CURB (AT TEMP TURNAROUNDS)	$ 22.00	L.F.	380	$ 8,360.00
5' SIDEWALK	$ 5.00	S.F.	2,835	$ 14,175.00
BARRIER FREE RAMPS	$ 1,300.00	EA.	18	$ 23,400.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	10	$ 15,300.00
STREET NAME BLADE	$ 305.00	EA.	20	$ 6,100.00
ENGINEERING, PLATTING & STAKING (10%)				$ 108,468.21
MISCELLANEOUS ITEMS (2.5%)				$ 27,117.05
TOTAL				**$ 1,220,267.36**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	9654	$ 26,548.50
HYDRATED LIME (36 LBS/SY)	$ 150.00	TON	174	$ 26,065.80
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	$ 40.60	S.Y.	4308	$ 174,904.80
8" REINF. STAMPED CONCRETE STREET PAVEMENT	$ 25.75	S.F.	315	$ 8,111.25
MEDIAN NOSE STAMPED CONCRETE	$ 25.75	S.F.	333	$ 8,574.75
6" REINF. CONCRETE STREET PAVEMENT (29 B-B)	$ 33.05	S.Y.	4717	$ 155,896.85
CONCRETE STREET HEADER	$ 15.00	L.F.	50	$ 750.00
ROAD BARRICADE	$ 38.00	L.F.	50	$ 1,900.00
BARRIER FREE RAMPS	$ 1,300.00	EA.	2	$ 2,600.00
SAWCUT CURB & GUTTER	$ 22.00	L.F.	517	$ 11,374.00
6' TRAIL	$ 5.50	S.F.	2400	$ 13,200.00
STRIPING, BUTTONING, ETC. (OWNSBY PKWY & CHURCHILL)	$ 8,000.00	L.S.	1	$ 8,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 2,500.00	L.S.	1	$ 2,500.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	1	$ 1,530.00
STREET NAME BLADE	$ 305.00	EA.	2	$ 610.00
ENGINEERING, PLATTING & STAKING (10%)				$ 44,256.60
MISCELLANEOUS ITEMS (2.5%)				$ 10,400.44
TOTAL				**$ 497,222.98**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,460.00	L.S.	1	$ 1,460.00
ENGINEERING REVIEW FEE	$ 8,310.00	L.S.	1	$ 8,310.00
INSPECTION FEE (4%)	$ 99,178.94	L.S.	1	$ 99,178.94
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	96	$ 24,000.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 160,948.94**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 21,811.89	L.S.	1	$ 21,811.89
TOTAL				**$ 21,811.89**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised: 08/16/21*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$0	$0	$0
EXCAVATION (DIRECT)	$128,647	$501	$1,991
EXCAVATION (MAJOR IMPROVEMENTS)	$15,926	$61.97	$246.53
RETAINING WALL (MAJOR IMPROVEMENTS)	$135,000	$525.29	$2,089.78
WATER (DIRECT)	$929,716	$3,618	$14,392
WATER (MAJOR IMPROVEMENTS)	$72,668	$282.76	$1,124.90
SANITARY SEWER (DIRECT)	$882,344	$3,433	$13,659
SANITARY SEWER (MAJOR IMPROVEMENTS)	$42,094	$163.79	$651.60
STORM SEWER (DIRECT)	$675,593	$2,629	$10,458
STORM SEWER (MAJOR)	$154,547	$601.35	$2,392.36
PAVING (DIRECT)	$2,739,846	$10,661	$42,412
PAVING (MAJOR IMPROVEMENTS)	$560,126	$2,179.48	$8,670.68
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$344,297	$1,340	$5,330
GRAND TOTAL	**$6,680,804**	**$25,995**	**$103,418**

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Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 2,000.00	ACRE	13.9	$ 27,800.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.40	C.Y.	33,564	$ 80,552.52
ENGINEERING, PLATTING & STAKING (10%)				$ 11,435.25
MISCELLANEOUS ITEMS (2.5%)				$ 2,858.81
TOTAL				**$ 128,646.59**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	1.1	$ 643.50
BELMONT ROW EXCAVATION (IMPORT)	$ 5.60	C.Y.	1,300	$ 7,280.00
POND EXCAVATION	$ 2.40	C.Y.	2,656	$ 6,374.66
ENGINEERING, PLATTING & STAKING (10%)				$ 1,429.82
MISCELLANEOUS ITEMS (2.5%)				$ 198.09
TOTAL				**$ 15,926.06**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND WALL	$ 120,000.00	LS.	1	$ 120,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 12,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 3,000.00
TOTAL				**$ 135,000.00**

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Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 34.64	L.F.	10828	$ 375,081.92
6" GATE VALVE & BOX	$ 910.00	EA.	25	$ 22,750.00
8" GATE VALVE & BOX	$ 1,365.00	EA.	43	$ 58,695.00
12" GATE VALVE & BOX ON EXISTING	$ 4,650.00	EA.	1	$ 4,650.00
FIRE HYDRANT W/ 6" LEAD	$ 3,725.00	EA.	21	$ 78,225.00
12" X 8" CUT IN TEE ON EXISTING	$ 4,400.00	EA.	1	$ 4,400.00
1" SINGLE WATER SERVICE	$ 800.00	EA.	243	$ 194,400.00
1" SINGLE WATER SERVICE (FUTURE)	$ 800.00	EA.	15	$ 12,000.00
1" SINGLE WATER SERVICE (FOR LOOP)	$ 10.30	LF.	240	$ 2,472.00
1" SINGLE WATER SERVICE (ON EX. 8" WATER, BY BORE)	$ 2,400.00	EA.	6	$ 14,400.00
1" SINGLE WATER SERVICE (ON EX. 12" WATER)	$ 1,000.00	EA.	1	$ 1,000.00
CONNECT TO EXISTING	$ 450.00	EA.	11	$ 4,950.00
MISCELLANEOUS FITTINGS	$ 4,975.00	TON	7.6	$ 38,009.00
CEMENT STABILIZED SAND	$ 22.00	L.F.	18.0	$ 396.00
TRACER WIRE TEST STATIONS	$ 215.00	EA.	42.0	$ 9,030.00
TESTING & CHLORINATION	$ 0.55	L.F.	10828	$ 5,955.40
ENGINEERING, PLATTING & STAKING (10%)				$ 82,641.43
MISCELLANEOUS ITEMS (2.5%)				$ 20,660.36
TOTAL				**$ 929,716.11**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 34.64	L.F.	938	$ 32,492.32
6" GATE VALVE & BOX	$ 910.00	EA.	2	$ 1,820.00
8" GATE VALVE & BOX	$ 1,365.00	EA.	5	$ 6,825.00
12" GATE VALVE & BOX ON EXISTING	$ 4,650.00	EA.	2	$ 9,300.00
FIRE HYDRANT W/ 6" LEAD	$ 3,725.00	EA.	2	$ 7,450.00
12" X 8" CUT IN TEE ON EXISTING	$ 4,400.00	EA.	1	$ 4,400.00
MISCELLANEOUS FITTINGS	$ 4,975.00	TON	0.4	$ 1,791.00
TESTING & CHLORINATION	$ 0.55	L.F.	938	$ 515.90
ENGINEERING, PLATTING & STAKING (10%)				$ 6,459.42
MISCELLANEOUS ITEMS (2.5%)				$ 1,614.86
TOTAL				**$ 72,668.50**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 30.80	L.F.	10893	$ 335,504.40
4' DIAMETER MANHOLE	$ 4,775.00	EA.	37	$ 176,675.00
MANHOLE I & I BARRIERS	$ 345.00	EA.	37	$ 12,765.00
CONNECT TO EXISTING MH WITH OUTSIDE DROP	$ 2,925.00	EA.	3	$ 8,775.00
CONNECT TO EXISTING MH	$ 1,975.00	EA.	3	$ 5,925.00
REMOVE PLUG & CONNECT TO EXISTING 8" PVC	$ 450.00	EA.	2	$ 900.00
PLUG EX. MH	$ 450.00	EA.	2	$ 900.00
END & PLUG 8" SEWER	$ 50.00	EA.	6	$ 300.00
4" SERVICE LINES	$ 753.00	EA.	235	$ 176,955.00
4" SERVICE LINES (ON EX. 10" PVC)	$ 1,080.00	EA.	2	$ 2,160.00
4" SERVICE LINES (FUTURE)	$ 741.00	EA.	19	$ 14,079.00
4" SERVICE FROM EX. MH IN STREET	$ 3,100.00	EA.	2	$ 6,200.00
4" SERVICES TO BE REMOVED	$ 500.00	LF	7	$ 3,500.00
8" SEWER TO BE REMOVED	$ 15.50	LF	304	$ 4,712.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 67.75	L.F.	218	$ 14,769.50
ADJUST MH RIM ELEVATION	$ 1,280.00	EA.	3	$ 3,840.00
REMOVE AND REPLACE CONCRETE PAVING	$ 195.00	SY	14	$ 2,730.00
TRENCH SAFETY	$ 0.10	L.F.	10893	$ 1,089.30
TESTING & T.V. INSPECTION	$ 1.15	L.F.	10893	$ 12,526.95
ENGINEERING, PLATTING & STAKING (10%)				$ 78,430.62
MISCELLANEOUS ITEMS (2.5%)				$ 19,607.65
TOTAL				**$ 882,344.42**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
10" P.V.C. PIPE (SDR-35)	$ 36.91	L.F.	578	$ 21,333.98
4' DIAMETER MANHOLE	$ 4,775.00	EA.	3	$ 14,325.00
MANHOLE I & I BARRIERS	$ 345.00	EA.	3	$ 1,035.00
TRENCH SAFETY	$ 0.10	L.F.	578	$ 57.80
TESTING & T.V. INSPECTION	$ 1.15	L.F.	578	$ 664.70
ENGINEERING, PLATTING & STAKING (10%)				$ 3,741.65
MISCELLANEOUS ITEMS (2.5%)				$ 935.41
TOTAL				**$ 42,093.54**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 56.50	L.F.	1069	$ 60,398.50
21" R.C.P.	$ 62.50	L.F.	734	$ 45,875.00
24" R.C.P.	$ 71.50	L.F.	962	$ 68,783.00
27" R.C.P.	$ 77.50	L.F.	199	$ 15,422.50
30" R.C.P.	$ 89.00	L.F.	388	$ 34,532.00
30" R.C.P. (RUBBER GASKETED)	$ 98.00	L.F.	71	$ 6,958.00
36" R.C.P.	$ 116.00	L.F.	709	$ 82,244.00
42" R.C.P.	$ 151.00	L.F.	483	$ 72,933.00
42" R.C.P. (RUBBER GASKETED)	$ 172.00	L.F.	52	$ 8,944.00
48" R.C.P. (RUBBER GASKETED)	$ 201.00	L.F.	71	$ 14,271.00
10' CURB INLET	$ 4,100.00	EA.	26	$ 106,600.00
12' CURB INLET	$ 4,475.00	EA.	2	$ 8,950.00
2-GRATE COMBO INLET	$ 5,475.00	EA.	2	$ 10,950.00
4'x4' STORM SEWER MANHOLE	$ 5,450.00	EA.	1	$ 5,450.00
5'x5' STORM SEWER MANHOLE	$ 6,875.00	EA.	1	$ 6,875.00
6'x6' STORM SEWER MANHOLE	$ 9,400.00	EA.	1	$ 9,400.00
21" TXDOT HDWL (SETP-CD)	$ 2,675.00	EA.	1	$ 2,675.00
24" TXDOT HDWL (CH-FW-0)	$ 2,900.00	EA.	1	$ 2,900.00
36" TXDOT HDWL (SETP-PD) (4:1)	$ 3,300.00	EA.	1	$ 3,300.00
36" TXDOT HDWL (SETP-PD) (8:1)	$ 3,800.00	EA.	1	$ 3,800.00
42" TXDOT HDWL (SETP-PD)	$ 4,900.00	EA.	1	$ 4,900.00
48" TXDOT HDWL (SETP-PD)	$ 5,450.00	EA.	1	$ 5,450.00
END & PLUG 21" R.C.P.	$ 55.00	EA.	1	$ 55.00
12" THICK GABION MATTRESS AT HDWL'S	$ 318.00	SY	26	$ 8,268.00
REMOVE EX. 42" RCP	$ 32.50	L.F.	55	$ 1,787.50
REMOVE EXISTING HEADWALL	$ 450.00	EA.	1	$ 450.00
REMOVE HEADWALL & CONN TO EXISTING	$ 775.00	EA.	1	$ 775.00
TRENCH SAFETY	$ 0.10	L.F.	4738	$ 473.80
TV INSPECTION	$ 1.50	L.F.	4738	$ 7,107.00
ENGINEERING, PLATTING & STAKING (10%)				$ 60,052.73
MISCELLANEOUS ITEMS (2.5%)				$ 15,013.18
TOTAL				**$ 675,593.21**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 56.50	L.F.	36	$ 2,034.00
24" R.C.P.	$ 62.50	L.F.	107	$ 6,687.50
27" R.C.P.	$ 77.50	L.F.	110	$ 8,525.00
30" R.C.P.	$ 89.00	L.F.	80	$ 7,120.00
6' X 3' R.C.B.	$ 379.00	L.F.	76	$ 28,804.00
10' CURB INLET	$ 4,100.00	EA.	2	$ 8,200.00
4'X4' STORM MANHOLE	$ 5,450.00	EA.	1	$ 5,450.00
30" TXDOT HDWL (SETP-PD)	$ 3,000.00	EA.	1	$ 3,000.00
6' X 3' RCB TXDOT HDWL (SETB-PD) TYPE "SWO"	$ 5,450.00	EA.	1	$ 5,450.00
6' X 3' RCB TXDOT HDWL (SETB-PD) TYPE "PW"	$ 5,800.00	EA.	1	$ 5,800.00
12" THICK GABION MATTRESS AT POND SPILLWAY	$ 318.00	SY	175	$ 55,650.00
TRENCH SAFETY	$ 0.10	L.F.	409	$ 40.90
TV INSPECTION	$ 1.50	L.F.	409	$ 613.50
ENGINEERING, PLATTING & STAKING (10%)				$ 13,737.49
MISCELLANEOUS ITEMS (2.5%)				$ 3,434.37
TOTAL				**$ 154,546.76**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.85	S.Y.	48,593	$ 187,083.05
HYDRATED LIME (36 LBS/SY)	$ 168.00	TON	875	$ 147,000.00
6" REINF. CONCRETE STREET PAVEMENT (25' B-B)	$ 39.85	S.Y.	9,046	$ 360,483.10
6" REINF. CONCRETE STREET PAVEMENT (29' B-B)	$ 39.85	S.Y.	12,114	$ 482,742.90
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 39.85	S.Y.	15,777	$ 628,713.45
7" REINF. CONCRETE ALLEY (12')	$ 58.90	S.Y.	3,841	$ 226,234.90
6" REINF. CONCRETE STREET PAVEMENT - HAND POUR	$ 64.55	SY	670	$ 43,248.50
TEMP STREET PAVEMENT (24' WIDE)	$ 72.70	S.Y.	811	$ 58,959.70
CONCRETE STREET HEADER	$ 20.00	L.F.	116	$ 2,320.00
ROAD BARRICADE	$ 35.00	L.F.	150	$ 5,250.00
BARRIER FREE RAMPS	$ 2,000.00	EA.	26	$ 52,000.00
DETECTABLE WARNING AT ALLEY	$ 1,000.00	EA.	13	$ 13,000.00
SAWCUT & REMOVE EXISTING CURB	$ 25.00	L.F.	302	$ 7,550.00
SAWCUT & REMOVE EX. PAVEMENT	$ 12.00	S.Y.	195	$ 2,340.00
6' SIDEWALK	$ 5.75	S.F.	4,050	$ 23,287.50
5' SIDEWALK	$ 5.75	S.F.	24,045	$ 138,258.75
4' SIDEWALK	$ 5.75	S.F.	5,156	$ 29,647.00
STOP SIGN AND POLE 30"x30" (BRANDON INDUSTRIES)	$ 1,200.00	EA.	13	$ 15,600.00
STREET NAME BLADE	$ 325.00	EA.	36	$ 11,700.00
ENGINEERING, PLATTING & STAKING (10%)				$ 243,541.89
MISCELLANEOUS ITEMS (2.5%)				$ 60,885.47
TOTAL				**$ 2,739,846.21**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.85	S.Y.	3,593	$ 13,833.05
HYDRATED LIME (36 LBS/SY)	$ 168.00	TON	65	$ 10,865.23
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 39.85	S.Y.	3,169	$ 126,284.65
12" TYPE "B" ASPHALT BASE	$ 92.80	S.Y.	1,598	$ 148,294.40
2" TYPE "D" ASPHALT OVERLAY	$ 23.15	S.Y.	3,934	$ 91,072.10
FM 2478 EXCAVATION	$ 15,000.00	LS.	1	$ 15,000.00
SAWCUT EXISTING ASPHALT PAVEMENT	$ 5.25	LF.	1,884	$ 9,891.00
REMOVE EXISTING PAVEMENT	$ 1.75	S.F.	338	$ 591.50
9' SIDEWALK	$ 8.00	S.F.	1,530	$ 12,240.00
6' SIDEWALK	$ 5.75	S.F.	6,132	$ 35,259.00
5' SIDEWALK	$ 5.75	S.F.	260	$ 1,495.00
4' SIDEWALK	$ 5.75	S.F.	1,844	$ 10,603.00
TRAFFIC CONTROL	$ 12,000.00	L.S.	1	$ 12,000.00
4" YELLOW PAVEMENT MARKING	$ 2.65	LF.	1,487	$ 3,940.55
4" WHITE PAVEMENT MARKING	$ 1.35	LF.	2,461	$ 3,322.35
LEFT TURN ARROW PAVEMENT MARKING	$ 300.00	EA.	2	$ 600.00
"ONLY" PAVEMENT MARKING	$ 350.00	EA.	2	$ 700.00
24" WHITE STOP BAR PAVEMENT MARKING	$ 17.00	LF.	15	$ 255.00
STOP SIGN AND POLE 36"X36" (BRANDON INDUSTRIES)	$ 1,300.00	EA.	1	$ 1,300.00
STREET NAME BLADE	$ 325.00	EA.	2	$ 650.00
ENGINEERING, PLATTING & STAKING (10%)				$ 49,819.68
MISCELLANEOUS ITEMS (2.5%)				$ 12,109.09
TOTAL				**$ 560,125.61**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,460.00	L.S.	1	$ 1,460.00
ENGINEERING REVIEW FEE	$ 8,310.00	L.S.	1	$ 8,310.00
INSPECTION FEE (4%)	$ 242,277.37	L.S.	1	$ 242,277.37
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	257	$ 64,250.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 344,297.37**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

OFF-SITE MAJOR IMPROVEMENTS

CELINA, TEXAS

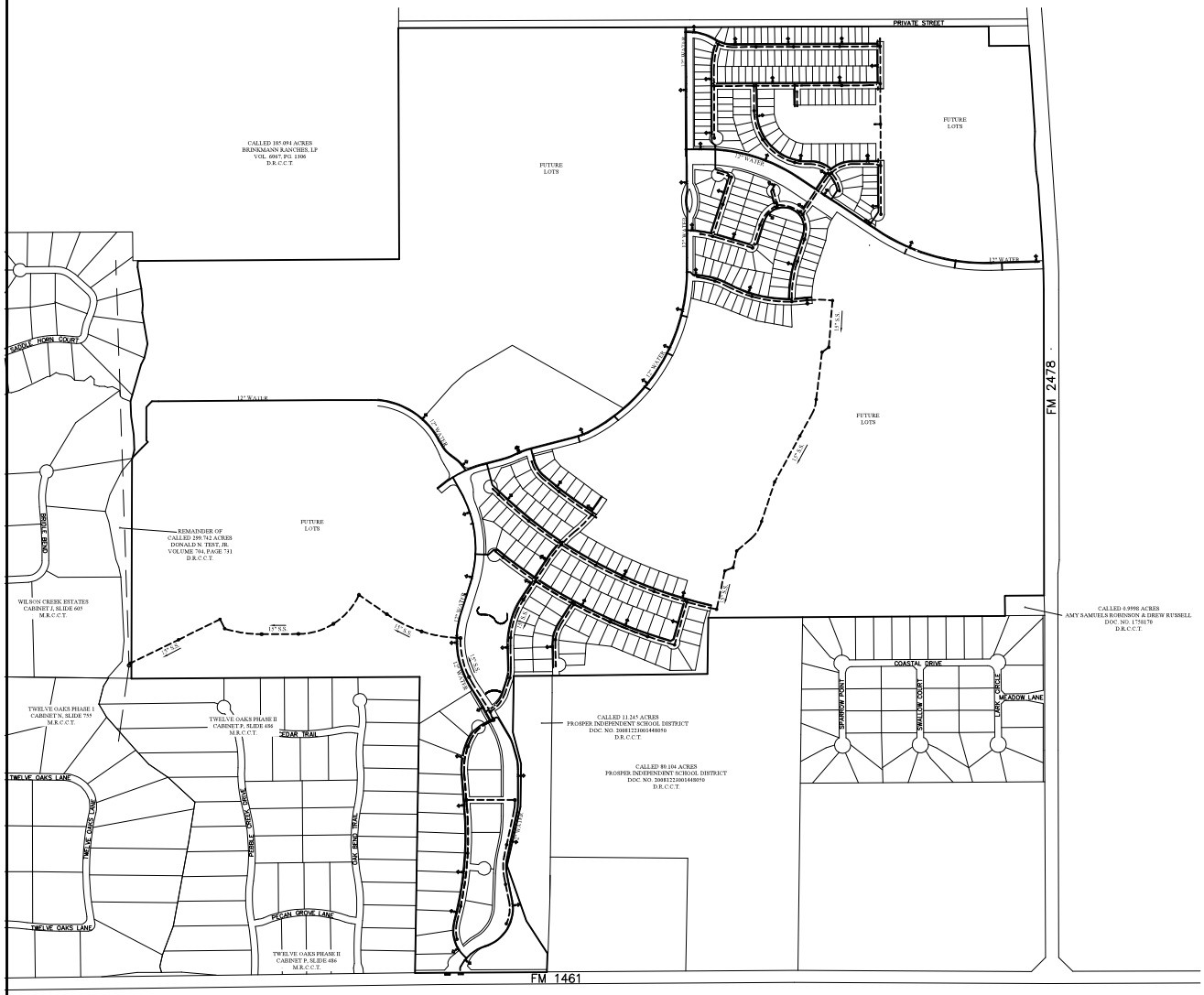
0 1,500 3,000 6,000 Feet

N

CELINA TEXAS EST. 1876

Proposed Lift Station
Elevated Storage Tank
Existing NTMWD Sewer
Proposed Bridges
Proposed Sewer 12"
Proposed Sewer 21"
Proposed Sewer 24"
Proposed Force Main
Proposed Water 12"
Proposed Water 18"
Proposed Paving/Drainage
Roads
Railroads
TIRZ #3
Watersheds
River/Creek
100-YR (Zone A)
100-YR (Zone AE)
Developments
Weston
Prosper
McKinney
Celina

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)
- PROPOSED FIRE HYDRANT
- PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE)

WATER & SANITARY SEWER EXHIBIT

LAKES AT MUSTANG RANCH
PHASE I

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931
STATE REGISTRATION NUMBER: F-399

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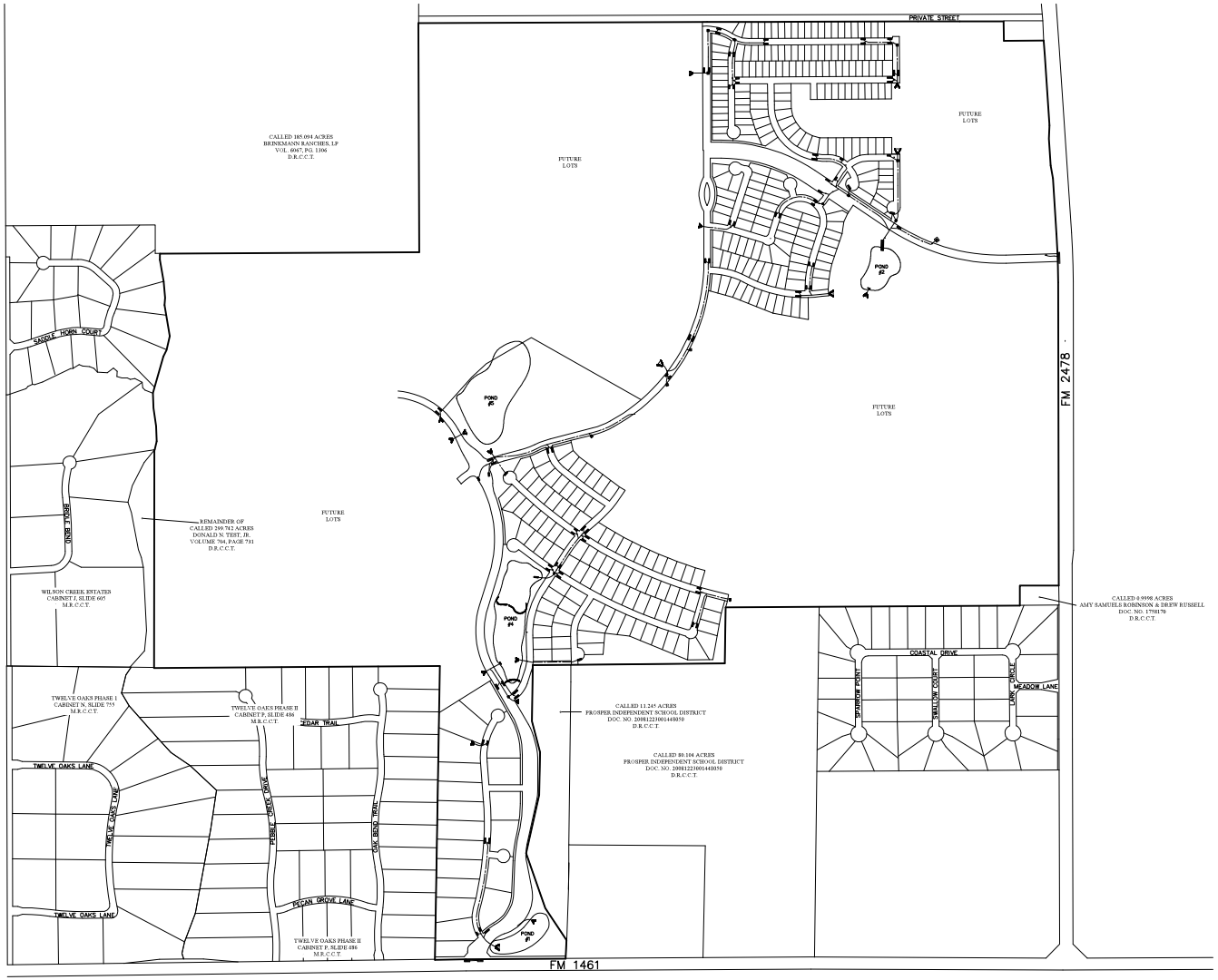

GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

PROPOSED HEADWALL

STORM SEWER & DETENTION EXHIBIT

LAKES AT MUSTANG RANCH
PHASE I

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931
STATE REGISTRATION NUMBER: F-399

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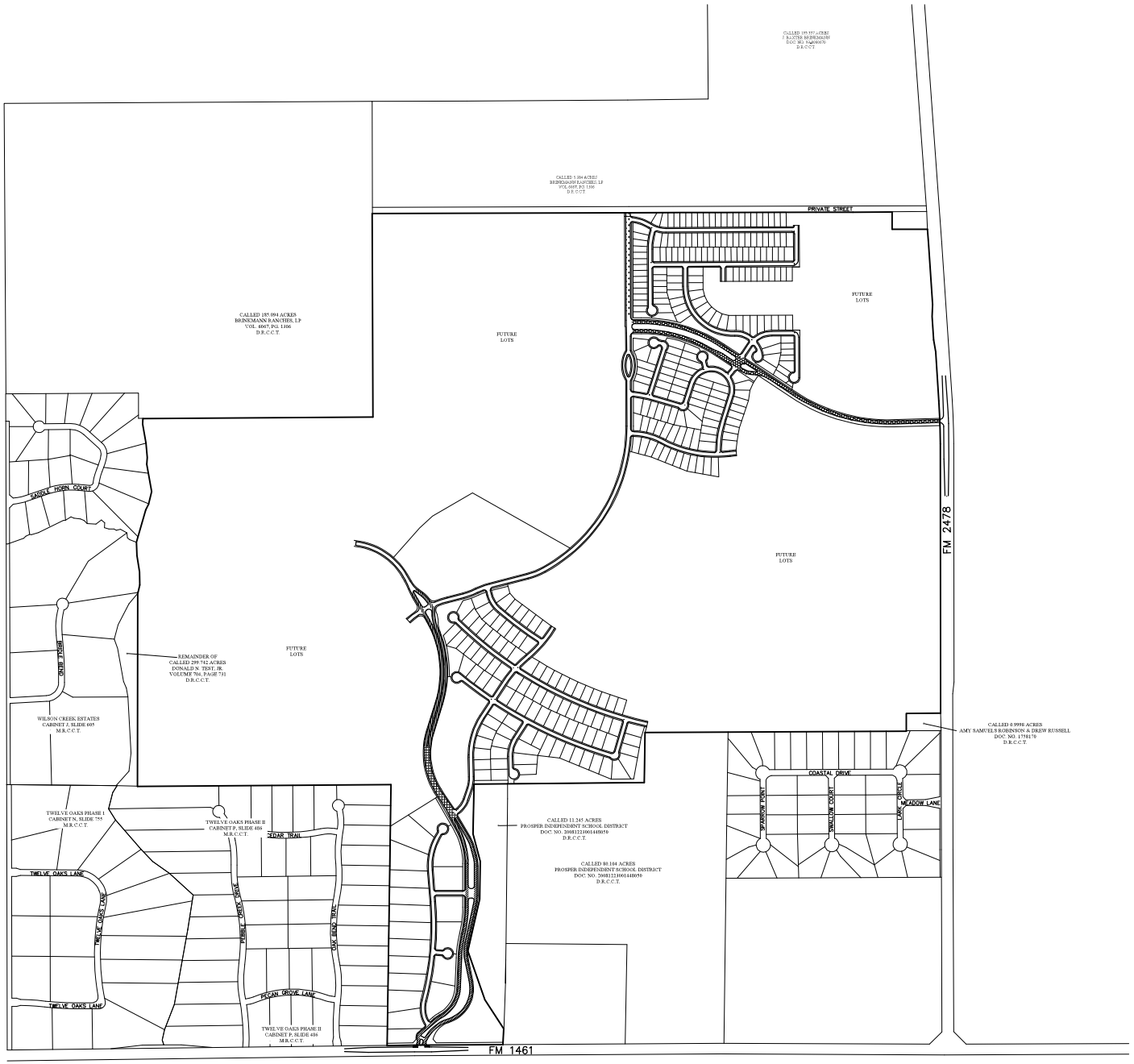

GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

45' B-B

37' B-B

2-25' B-B

2-23' B-B

ALL OTHER STREETS
SHALL BE 31' B-B.

PAVING EXHIBIT

LAKES AT MUSTANG RANCH
PHASE I

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931
STATE REGISTRATION NUMBER: F-399

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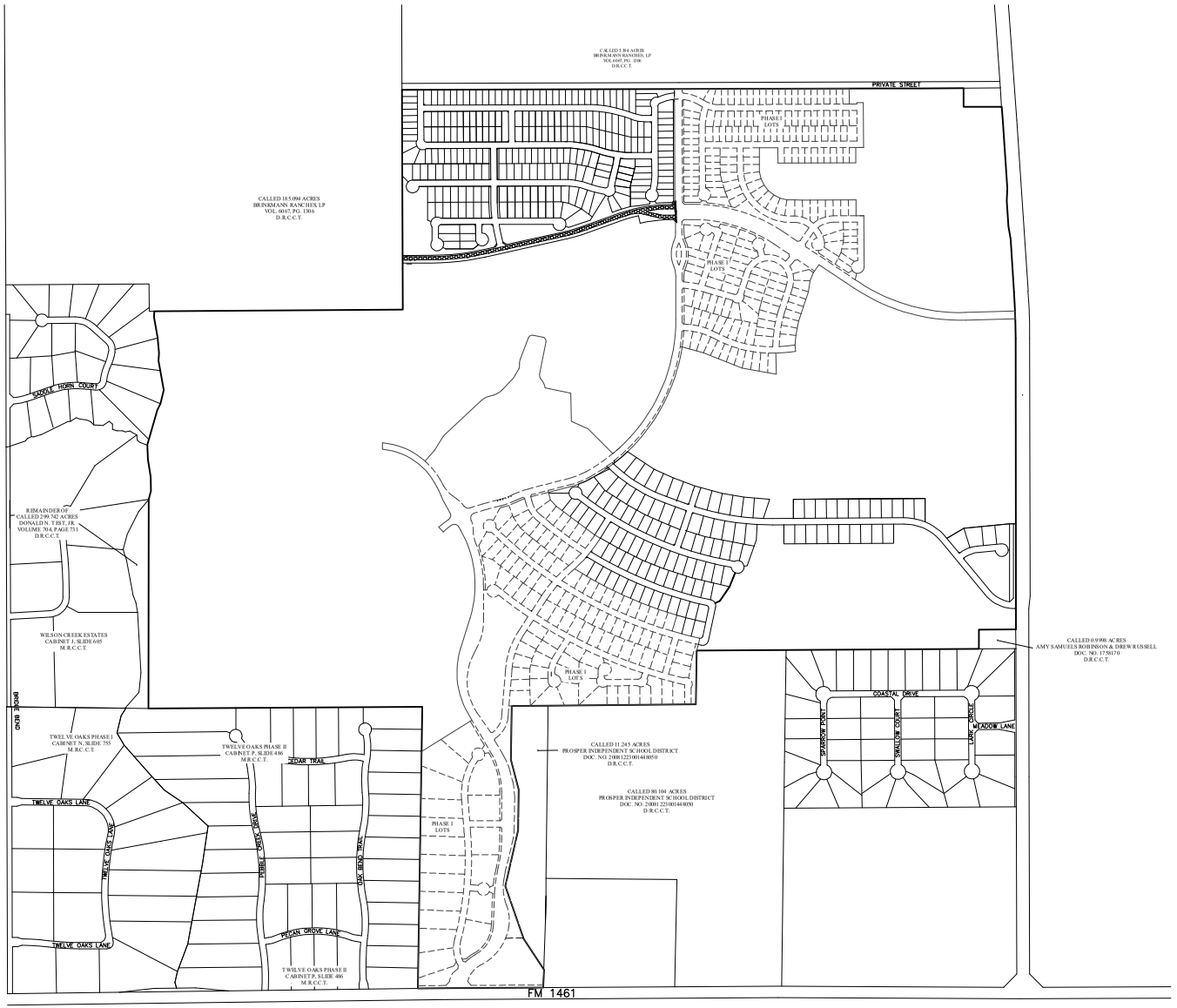

GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

2-25' B-B

ALL OTHER STREETS
SHALL BE 31' B-B.

PAVING EXHIBIT

MUSTANG LAKES
PHASE TWO

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
STATE REGISTRATION NUMBER: F-399

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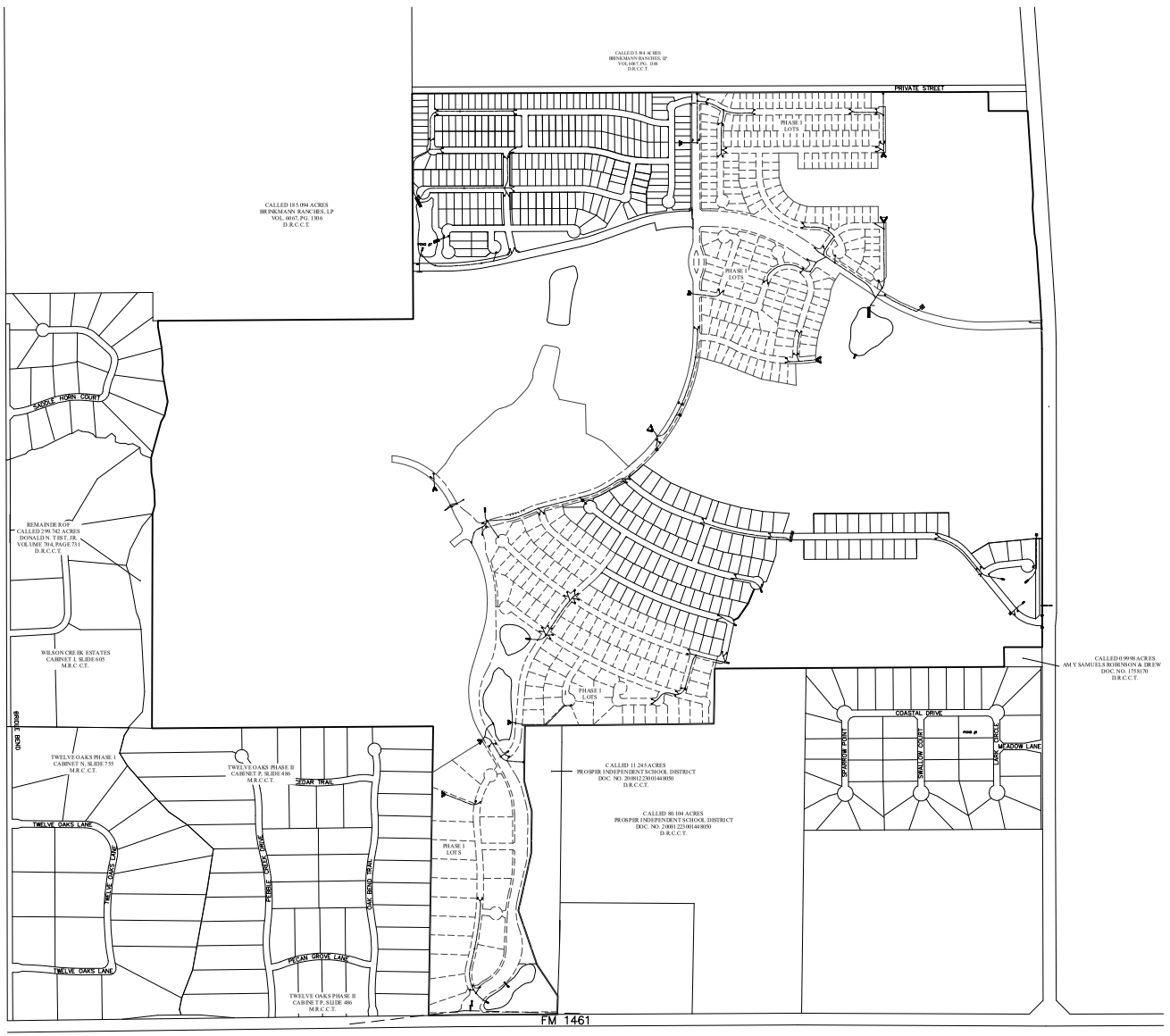

GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

PH 1 STORM SEWER MAIN

PROPOSED HEADWALL

STORM SEWER & DETENTION EXHIBIT

MUSTANG LAKES
PHASE TWO

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
STATE REGISTRATION NUMBER: F-399

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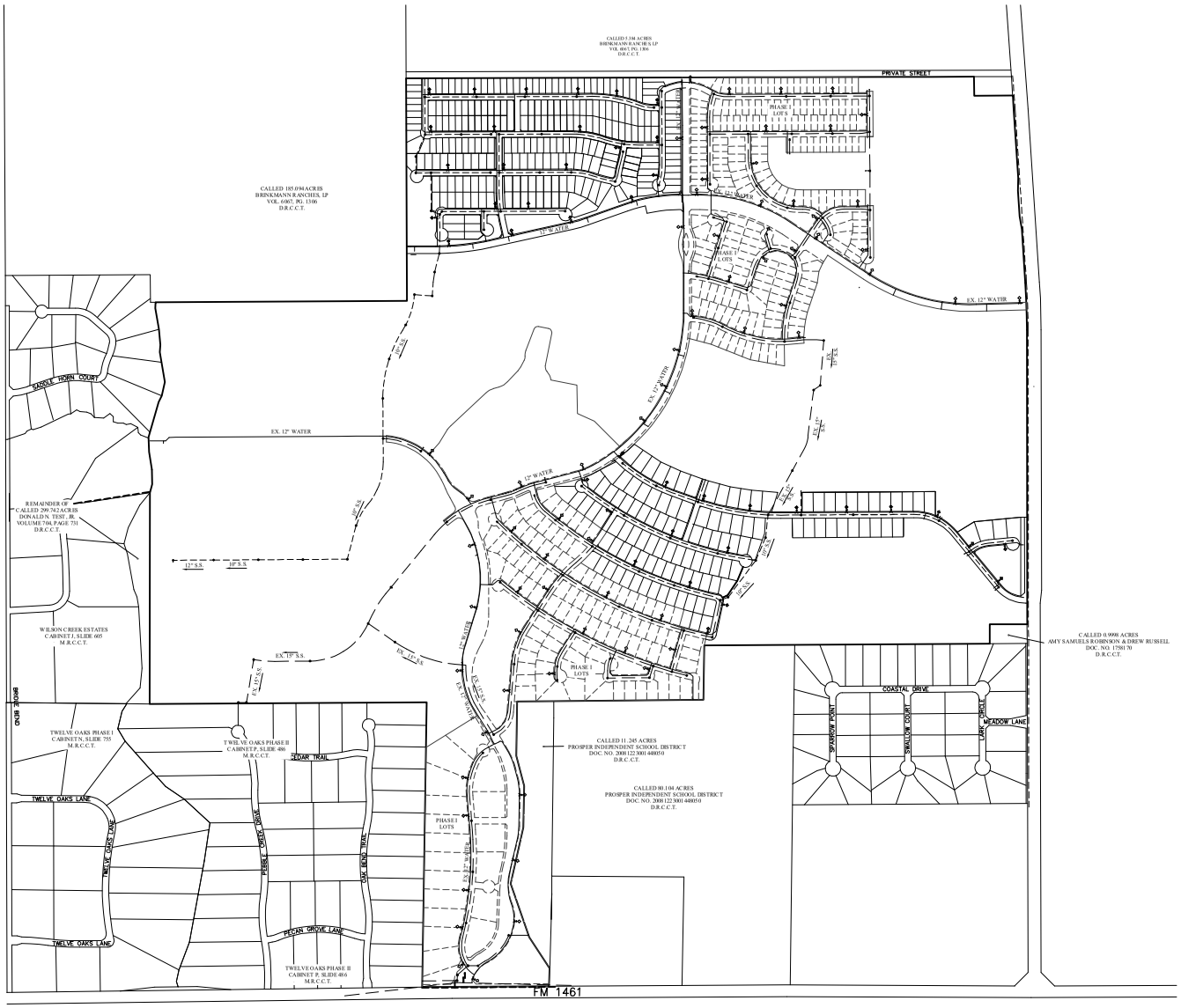
Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)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BRINKMANN RANCHES, LP
VOL. 6047, PG. 1306
D.R.C.C.T.
PRIVATE STREET
PHASE I
LOTS
CALLED 185.694 ACRES
BRINKMANN RANCHES, LP
VOL. 6047, PG. 1306
D.R.C.C.T.
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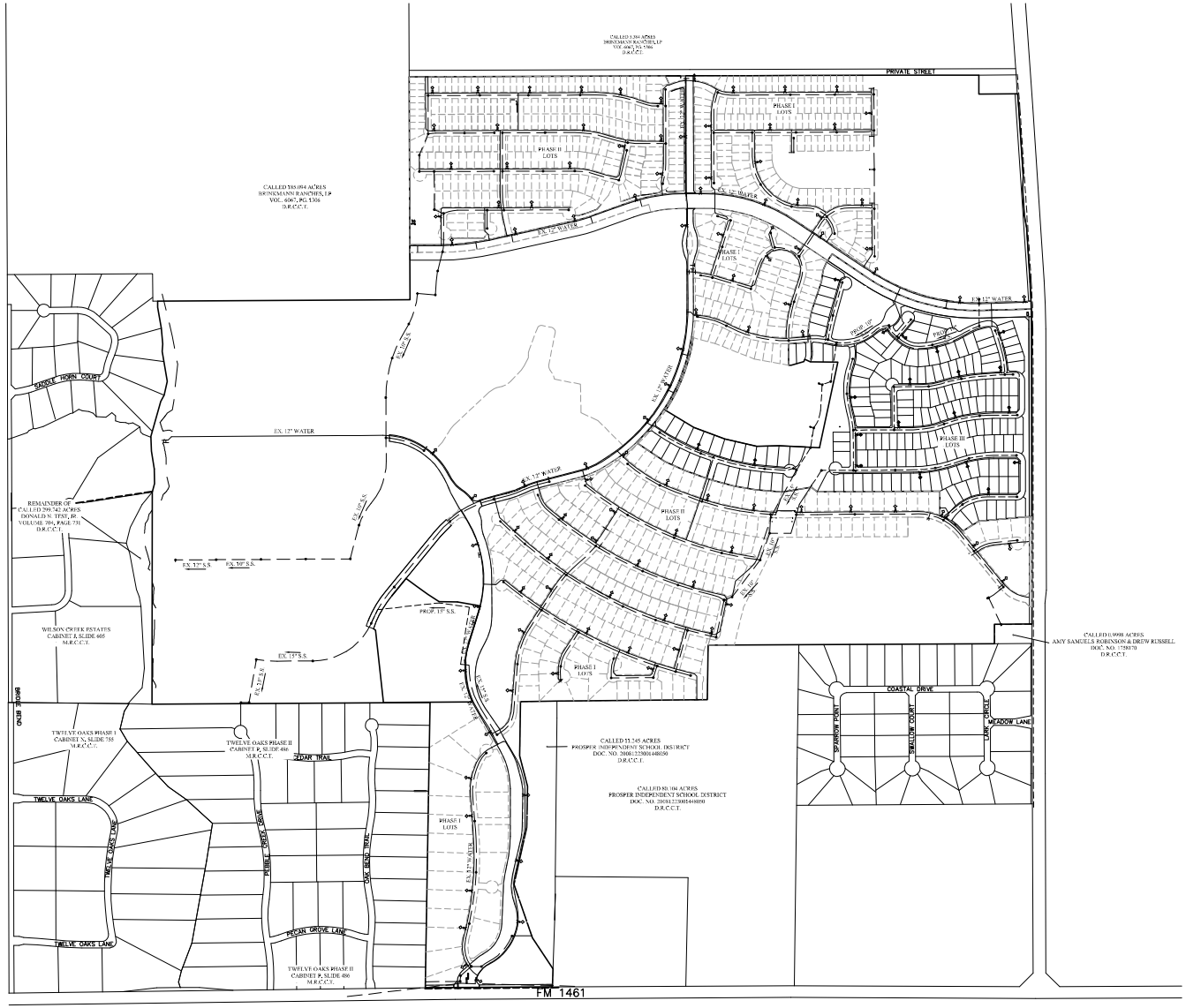
16" WATER
EX. 12" WATER
EX. 12" WATER
12" WATER
EX. 12" WATER
EX. 12" WATER
EX.



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)
- EXISTING 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE)
- EXISTING 8" WATER MAIN (UNLESS NOTED OTHERWISE)

WATER & SANITARY SEWER EXHIBIT

MUSTANG LAKES PHASE THREE B

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
STATE REGISTRATION NUMBER: F-399

DOWDEY, ANDERSON & ASSOCIATES, INC.

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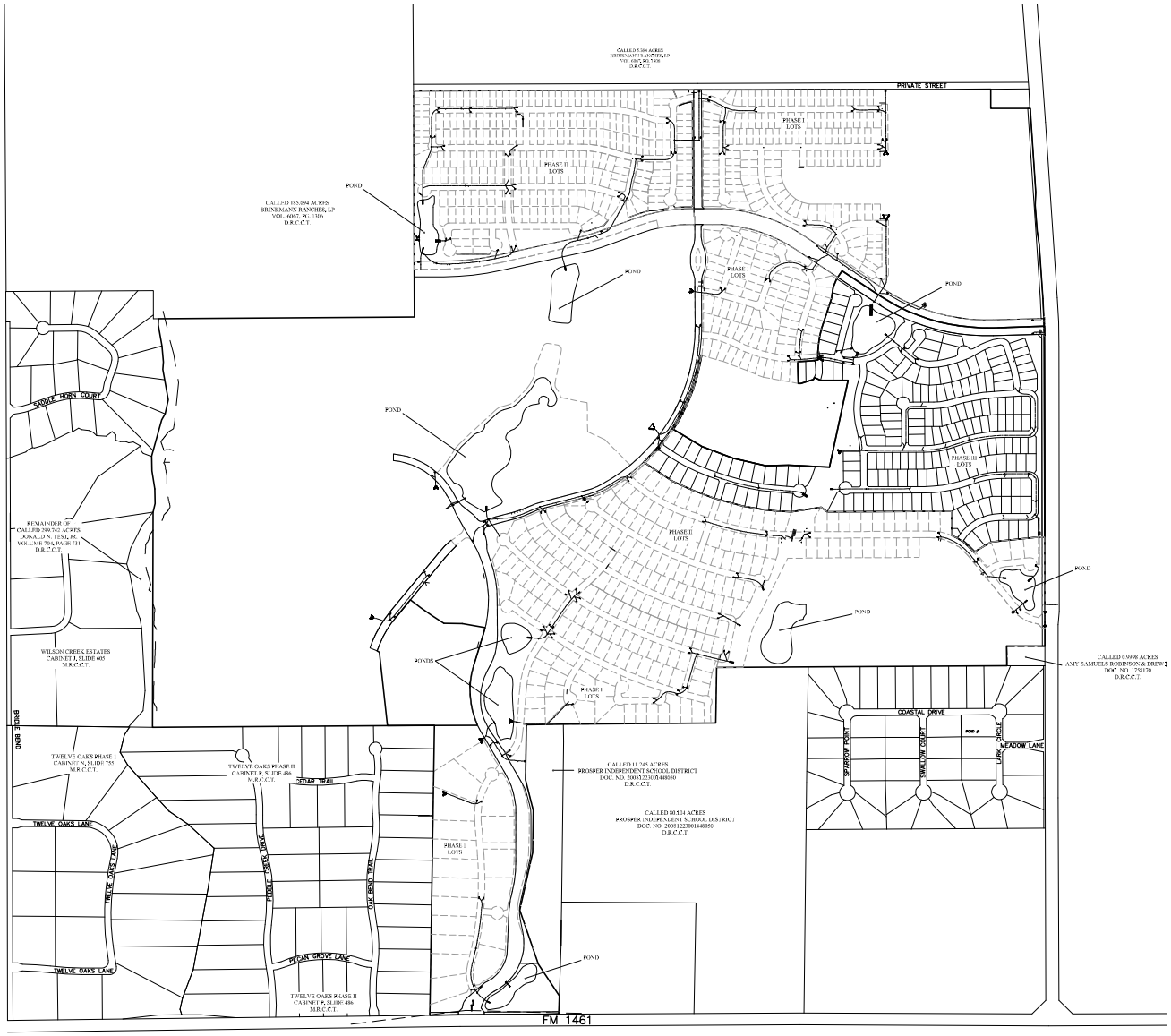

GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

EXISTING STORM SEWER MAIN

HEADWALLS

STORM SEWER & DETENTION EXHIBIT

MUSTANG LAKES
PHASE THREE B

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
STATE REGISTRATION NUMBER: F-399

DOWDEY, ANDERSON & ASSOCIATES, INC.

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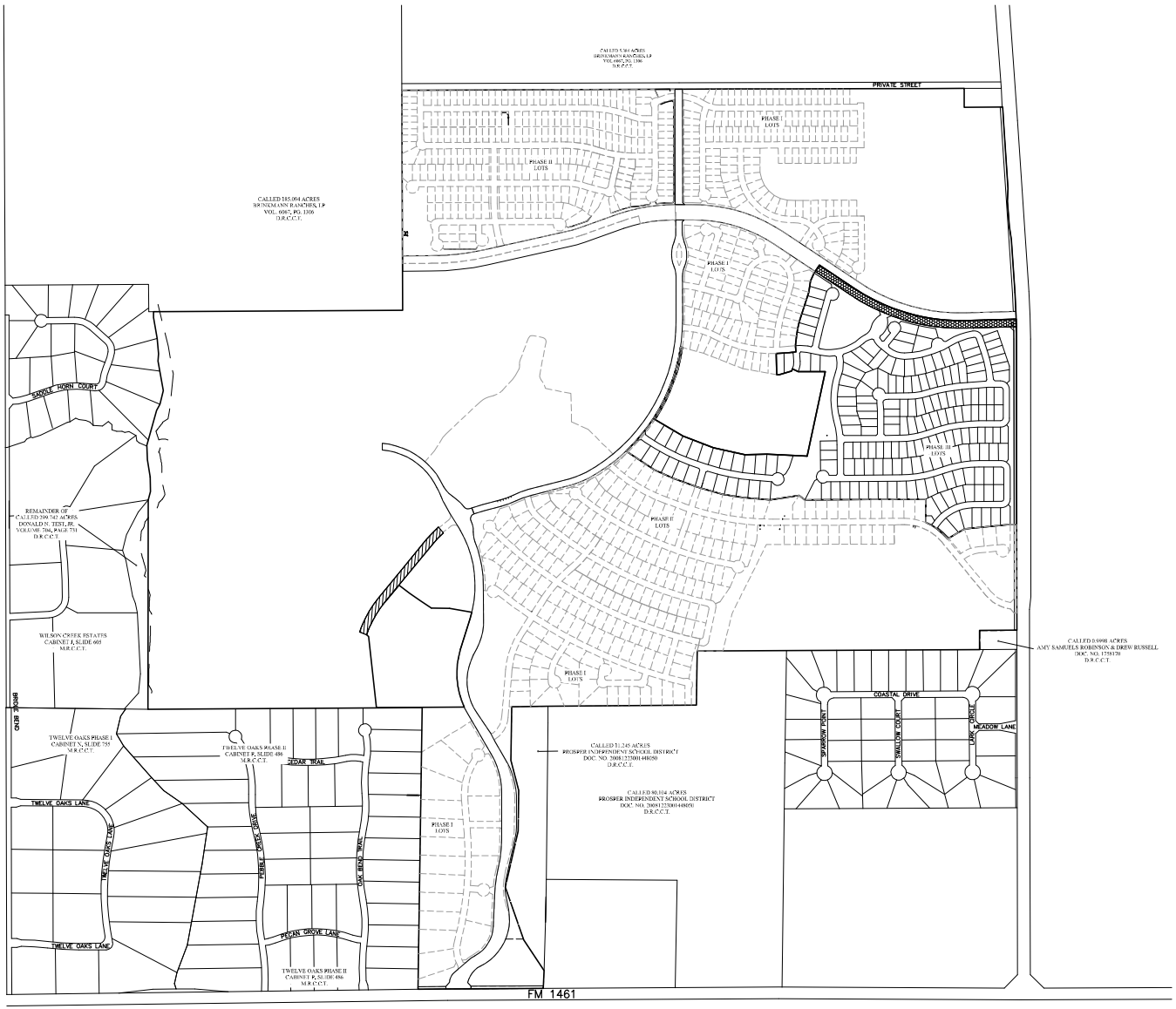

GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

25' B-B

37' B-B

ALL OTHER STREETS
SHALL BE 31' B-B.

PAVING EXHIBIT

MUSTANG LAKES
PHASE THREE B

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
STATE REGISTRATION NUMBER: F-399

DOWDEY, ANDERSON & ASSOCIATES, INC.

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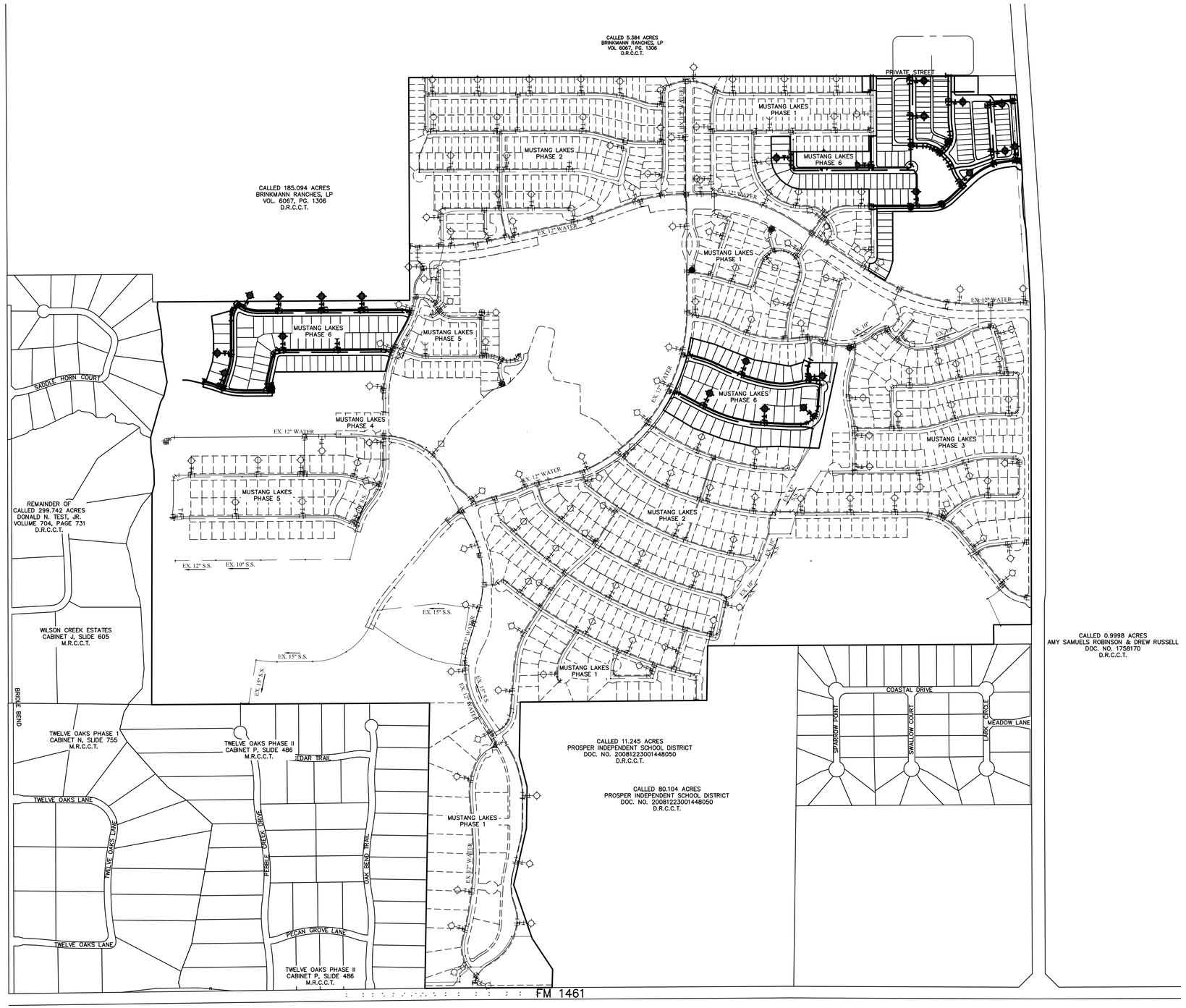

GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)
- EXISTING 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE)
- EXISTING 8" WATER MAIN (UNLESS NOTED OTHERWISE)

WATER & SANITARY SEWER EXHIBIT

MUSTANG LAKES PHASE SIX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

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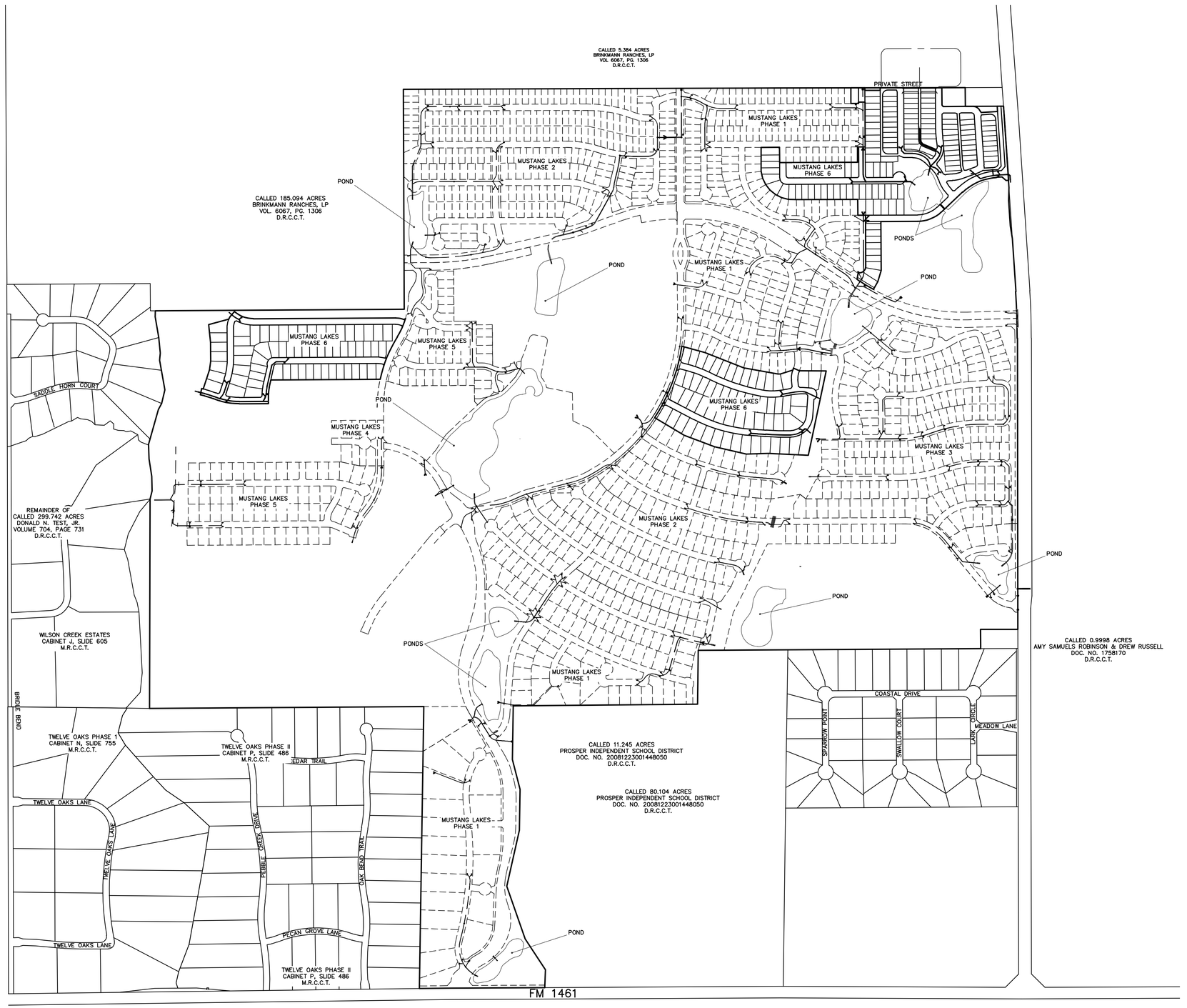

GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

EXISTING STORM SEWER MAIN

HEADWALLS

STORM SEWER & DETENTION EXHIBIT

MUSTANG LAKES PHASE SIX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

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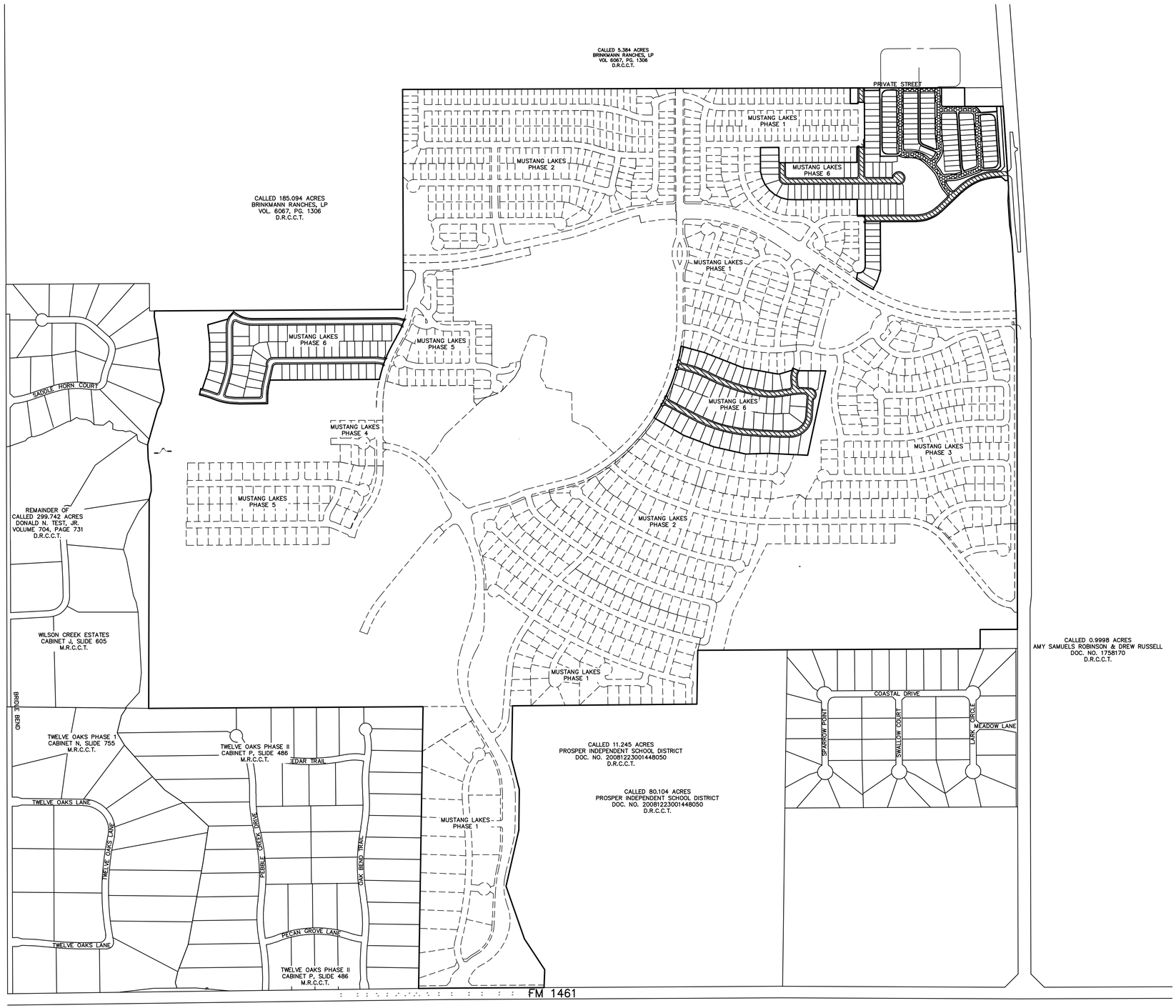

GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

25' B-B w/ PARKING

31' B-B

ALL OTHER STREETS
SHALL BE 29' B-B.

PAVING EXHIBIT

MUSTANG LAKES PHASE SIX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

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APPENDIX D
HOMEBUYER DISCLOSURE

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Lakes at Mustang Ranch Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

APPENDIX E
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix E

For purposes of allocating the Assessments, the Assessed Property has been classified in one of nine Lot Types.

"Lot Type 1" means lots identified as one acre lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 43,560 square feet size and a minimum lot width of 80 feet, as permitted by the Planned Development Regulations.

"Lot Type 2" means lots identified as 100 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 15,000 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

"Lot Type 3" means lots identified as 86 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 12,040 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

"Lot Type 4" means lots identified as 74 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 9,620 square feet size and a minimum lot width of 70 feet, as permitted by the Planned Development Regulations.

"Lot Type 5" means lots identified as 60 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 7,500 square feet size and a minimum lot width of 60 feet, as permitted by the Planned Development Regulations.

"Lot Type 6" means lots identified as 50 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 6,000 square feet size and a minimum lot width of 50 feet, as permitted by the Planned Development Regulations.

"Lot Type 7" means lots identified as 65 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 8,125 square feet size and a minimum lot width of 65 feet, as permitted by the Planned Development Regulations.

"Lot Type 8" means lots identified as 40 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 4,600 square feet size and a minimum lot width of 40 feet, as permitted by the Planned Development Regulations.

"Lot Type 9" means lots identified as 35 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 2,905 square feet size and a minimum lot width of 35 feet, as permitted by the Planned Development Regulations.

A) Proposed Development

Table E-1 shows the original proposed residential Lot Types to be developed within the PID.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-1
Proposed Development - Original

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	49	Units
Lot Type 2	100 Ft Lot	25	Units
Lot Type 3	86 Ft Lot	170	Units
Lot Type 4	74 Ft Lot	457	Units
Lot Type 5	60 Ft Lot	508	Units
Lot Type 6	50 Ft Lot	590	Units
Total		**1,799**	**Units**

Table E-2 shows the 2016 revised proposed residential Lot Types to be developed within the PID.

Table E-2
Proposed Development – 2016 Revised

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	48	Units
Lot Type 2	100 Ft Lot	18	Units
Lot Type 3	86 Ft Lot	163	Units
Lot Type 4	74 Ft Lot	458	Units
Lot Type 5	60 Ft Lot	495	Units
Lot Type 6	50 Ft Lot	590	Units
Total		**1,772**	**Units**

Table E-3 shows the 2021 revised proposed residential Lot Types to be developed within the PID.

Table E-3
Proposed Development – 2021 Revised

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	32	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	262	Units
Lot Type 4	74 Ft Lot	375	Units
Lot Type 5	60 Ft Lot	334	Units
Lot Type 6	50 Ft Lot	594	Units
Lot Type 7	65 Ft Lot	69	Units
Total		**1,724**	**Units**

Table E-4 shows the 2022 revised proposed residential Lot Types to be developed within the PID.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-4
Proposed Development – 2022 Revised

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	33	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	280	Units
Lot Type 4	74 Ft Lot	362	Units
Lot Type 5	60 Ft Lot	325	Units
Lot Type 6	50 Ft Lot	343	Units
Lot Type 7	65 Ft Lot	167	Units
Lot Type 8	40 Ft Lot	73	Units
Lot Type 9	35 Ft Lot	60	Units
Total		**1,701**	**Units**

Table E-5 shows the original proposed residential Lot Types within Phase #1.

Table E-5
Proposed Development – Phase #1 – Original

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	18	Units
Lot Type 3	86 Ft Lot	47	Units
Lot Type 4	74 Ft Lot	56	Units
Lot Type 5	60 Ft Lot	104	Units
Lot Type 6	50 Ft Lot	109	Units
Total		**334**	**Units**

Table E-6 shows the 2016 revised residential Lot Types within Phase #1.

Table E-6
Proposed Development – Phase #1 – 2016 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	18	Units
Lot Type 3	86 Ft Lot	48	Units
Lot Type 4	74 Ft Lot	56	Units
Lot Type 5	60 Ft Lot	104	Units
Lot Type 6	50 Ft Lot	109	Units
Total		**335**	**Units**

Table E-7 shows the original proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-7
Proposed Development – Phases #2-9 Major Improvement Area - Original

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	31	Units
Lot Type 2	100 Ft Lot	25	Units
Lot Type 3	86 Ft Lot	123	Units
Lot Type 4	74 Ft Lot	401	Units
Lot Type 5	60 Ft Lot	404	Units
Lot Type 6	50 Ft Lot	481	Units
Total		**1,465**	**Units**

Table E-8 shows the 2016 revised proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Table E-8
Proposed Development – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	30	Units
Lot Type 2	100 Ft Lot	18	Units
Lot Type 3	86 Ft Lot	115	Units
Lot Type 4	74 Ft Lot	402	Units
Lot Type 5	60 Ft Lot	391	Units
Lot Type 6	50 Ft Lot	481	Units
Total		**1,437**	**Units**

Table E-9 shows the 2021 revised proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Table E-9
Proposed Development – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	14	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	214	Units
Lot Type 4	74 Ft Lot	319	Units
Lot Type 5	60 Ft Lot	230	Units
Lot Type 6	50 Ft Lot	485	Units
Lot Type 7	65 Ft Lot	69	Units
Total		**1,389**	**Units**

Table E-10 shows the 2022 revised proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-10
Proposed Development – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	15	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	232	Units
Lot Type 4	74 Ft Lot	306	Units
Lot Type 5	60 Ft Lot	221	Units
Lot Type 6	50 Ft Lot	234	Units
Lot Type 7	65 Ft Lot	167	Units
Lot Type 8	40 Ft Lot	73	Units
Lot Type 9	35 Ft Lot	60	Units
Total		**1,366**	**Units**

Table E-11 shows the residential Lot Types within the Phase #2.

Table E-11
Actual Development – Phase #2

Lot Type	Description	Development	
Lot Type 2	100 Ft Lot	4	Units
Lot Type 3	86 Ft Lot	49	Units
Lot Type 4	74 Ft Lot	68	Units
Lot Type 5	60 Ft Lot	68	Units
Lot Type 6	50 Ft Lot	171	Units
Total		**360**	**Units**

Table E-12 shows the residential Lot Types within the Phase #3.

Table E-12
Actual Development – Phase #3

Lot Type	Description	Development	
Lot Type 3	86 Ft Lot	25	Units
Lot Type 4	74 Ft Lot	88	Units
Lot Type 5	60 Ft Lot	82	Units
Total		**195**	**Units**

Table E-13 shows the residential Lot Types within the Phase #4.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-13
Actual Development – Phase #4

Lot Type	Description	Development	
Lot Type 3	86 Ft Lot	2	Units
Lot Type 4	74 Ft Lot	3	Units
Lot Type 5	60 Ft Lot	2	Units
Lot Type 6	50 Ft Lot	2	Units
Total		**9**	**Units**

Table E-14 shows the originally proposed residential Lot Types within the Phase #5.

Table E-14
Proposed Development – Phase #5

Lot Type	Description	Development	
Lot Type 3	86 Ft Lot	60	Units
Lot Type 7	65 Ft Lot	36	Units
Total		**96**	**Units**

Table E-15 shows the residential Lot Types within the Phase #5.

Table E-15
Actual Development – Phase #5

Lot Type	Description	Development	
Lot Type 3	86 Ft Lot	58	Units
Lot Type 7	65 Ft Lot	38	Units
Total		**96**	**Units**

Table E-16 shows the proposed residential Lot Types within the Phase #6.

Table E-16
Proposed Development – Phase #6

Lot Type	Description	Development	
Lot Type 4	74 Ft Lot	61	Units
Lot Type 5	60 Ft Lot	69	Units
Lot Type 6	50 Ft Lot	61	Units
Lot Type 8	40 Ft Lot	66	Units
Total		**257**	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated to the

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

parcel of the Assessed Property receiving benefit from such Authorized Improvements by spreading the entre Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of Lots (i.e., One-acre, 100 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements. Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (One-acre Lots) representing the highest value to Lot Type 9 (35 Ft Lot) representing the lowest value for residential lots are set forth in Table E-19. Assessments are allocated to each Lot Type on the basis of the average home value for each class of Lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (One-acre Lots) to 1.0.

Table E-17 shows the original Equivalent Unit factors within the PID that were used to allocate the Initial Major Improvements between Phase #1 and Phases #2-9 Major Improvement Area, as well as reallocate the Phases #2-9 Major Improvement Area share of the Initial Major Improvements, to Phase #2, Phase #3, and Phase #4.

Table E-17
Equivalent Unit Factors - Original

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (One-acre Lot)	$825,000	1.00	per dwelling unit
Lot Type 2 (100 Ft Lot)	$725,000	0.88	per dwelling unit
Lot Type 3 (86 Ft Lot)	$688,000	0.83	per dwelling unit
Lot Type 4 (74 Ft Lot)	$592,000	0.72	per dwelling unit
Lot Type 5 (60 Ft Lot)	$480,000	0.58	per dwelling unit
Lot Type 6 (50 Ft Lot)	$400,000	0.48	per dwelling unit

The Lot Type classifications and Equivalent Unit calculations described above were revised by the City Council in 2021 following additional changes to the development process and the request from the Developer. These classifications (from Lot Type 1 (One-Acre Lot) representing the highest value to Lot Type 6 (50 Ft Lot) representing the lowest value for residential Lots. Equivalent Units are the ratio of the average value of Lots within each assessment class, setting the 2021 updated Equivalent Unit factor for Lot Type 1 (One-Acre Lot) to 1.0.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-18 shows the 2021 revised Equivalent Unit factors within the PID that were used to 1.) include Lot Type 7, 2.) allocate costs of the Phase #5 Improvements, and 3.) reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements to Phase #5.

Table E-18
Equivalent Unit Factors – 2021 Updated

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (One-acre Lot)	$825,000	1.00	per dwelling unit
Lot Type 2 (100 Ft Lot)	$725,000	0.88	per dwelling unit
Lot Type 3 (86 Ft Lot)	$688,000	0.83	per dwelling unit
Lot Type 4 (74 Ft Lot)	$592,000	0.72	per dwelling unit
Lot Type 5 (60 Ft Lot)	$480,000	0.58	per dwelling unit
Lot Type 6 (50 Ft Lot)	$400,000	0.48	per dwelling unit
Lot Type 7 (65 Ft Lot)	$537,000	0.65	per dwelling unit

The Lot Type classifications and Equivalent Unit calculations described above are being revised by the City Council in 2022 following additional changes to the development process, substantial changes to the estimated average home prices and the request from the Developer. These classifications (from Lot Type 1 (One-Acre Lot) representing the highest value to Lot Type 9 (35 Ft Lot) representing the lowest value for residential Lots. Equivalent Units are calculated as the ratio of the average value of Lots within each assessment class, setting the 2022 revised Equivalent Unit factor for Lot Type 1 (One-Acre Lot) to 1.0.

Table E-19 shows the 2022 revised Lot Types and Equivalent Unit factors within the PID that are used to 1.) include Lot Type 8 and Lot Type 9, 2.) allocate Phase #6 Projects, and 3.) allocate the Additional Major Improvements to Phase #1, Phase #2, Phase #3, Phase #4, Phase #5, Phase #6, and Future Phases.

Table E-19
Equivalent Unit Factors – 2022 Revised

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (One-acre Lot)	$2,000,000	1.00	per dwelling unit
Lot Type 2 (100 Ft Lot)	$1,300,000	0.65	per dwelling unit
Lot Type 3 (86 Ft Lot)	$975,000	0.49	per dwelling unit
Lot Type 4 (74 Ft Lot)	$850,000	0.43	per dwelling unit
Lot Type 5 (60 Ft Lot)	$685,000	0.34	per dwelling unit
Lot Type 6 (50 Ft Lot)	$585,000	0.29	per dwelling unit
Lot Type 7 (65 Ft Lot)	$735,000	0.37	per dwelling unit
Lot Type 8 (40 Ft Lot)	$475,000	0.24	per dwelling unit
Lot Type 9 (35 Ft Lot)	$450,000	0.23	per dwelling unit

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

The original total Equivalent Units for Phase #1 are shown in Table E-20 as calculated based on the original Phase #1 proposed development shown in Table E-5 and the original Equivalent Unit factors shown in Table E-17.

Table E-20
Estimated Equivalent Units – Phase #1 – Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 3 (86 Ft Lot)	47	0.83	39.01
Lot Type 4 (74 Ft Lot)	56	0.72	40.32
Lot Type 5 (60 Ft Lot)	104	0.58	60.32
Lot Type 6 (50 Ft Lot)	109	0.48	52.32
Total Equivalent Units	**334**		**209.97**

The 2016 revised total Equivalent Units for Phase #1 are shown in Table E-21 as calculated based on the 2016 revised Phase #1 proposed development shown in Table E-6 and the original Equivalent Unit factors shown in Table E-17.

Table E-21
Estimated Equivalent Units – Phase #1 – 2016 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 3 (86 Ft Lot)	48	0.83	39.84
Lot Type 4 (74 Ft Lot)	56	0.72	40.32
Lot Type 5 (60 Ft Lot)	104	0.58	60.32
Lot Type 6 (50 Ft Lot)	109	0.48	52.32
Total Equivalent Units	**335**		**210.80**

The 2022 revised total Equivalent Units for Phase #1 are shown in Table E-222 as calculated based on the 2016 revised Phase #1 proposed development shown in Table E-6 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-22
Estimated Equivalent Units – Phase #1 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 3 (86 Ft Lot)	48	0.49	23.52
Lot Type 4 (74 Ft Lot)	56	0.43	24.08
Lot Type 5 (60 Ft Lot)	104	0.34	35.36
Lot Type 6 (50 Ft Lot)	109	0.29	31.61
Total Equivalent Units	**335**		**132.57**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

The original total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-23 as calculated based on the original proposed development for the Phases #2-9 Major Improvement Area shown in Table E-7 and the original Equivalent Unit factors shown in Table E-17.

Table E-23
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	31	1.00	31.00
Lot Type 2 (100 Ft Lot)	25	0.88	22.00
Lot Type 3 (86 Ft Lot)	123	0.83	102.09
Lot Type 4 (74 Ft' Lot)	401	0.72	288.72
Lot Type 5 (60 Ft Lot)	404	0.58	234.32
Lot Type 6 (50 Ft Lot)	481	0.48	230.88
Total Equivalent Units	**1,465**		**909.01**

The 2016 revised total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-24 as calculated based on the 2016 revised proposed development for the Phases #2-9 Major Improvement Area shown in Table E-8 and the original Equivalent Unit factors shown in Table E-17.

Table E-24
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	30	1.00	30.00
Lot Type 2 (100 Ft Lot)	18	0.88	15.84
Lot Type 3 (86 Ft Lot)	115	0.83	95.45
Lot Type 4 (74 Ft' Lot)	402	0.72	289.44
Lot Type 5 (60 Ft Lot)	391	0.58	226.78
Lot Type 6 (50 Ft Lot)	481	0.48	230.88
Total Equivalent Units	**1,437**		**888.39**

The 2021 revised total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-25 as calculated based on the 2021 revised proposed development for the Phases #2-9 Major Improvement Area shown in Table E-9 and the 2021 revised Equivalent Unit factors shown in Table E-18.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-25
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	14	1.00	14.00
Lot Type 2 (100 Ft Lot)	58	0.88	51.04
Lot Type 3 (86 Ft Lot)	214	0.83	177.62
Lot Type 4 (74 Ft' Lot)	319	0.72	229.68
Lot Type 5 (60 Ft Lot)	230	0.58	133.40
Lot Type 6 (50 Ft Lot)	485	0.48	232.80
Lot Type 7 (65 Ft Lot)	69	0.65	44.85
Total Equivalent Units	**1,389**		**883.39**

The 2022 revised total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-26 as calculated based on the 2022 revised proposed development for the Phases #2-9 Major Improvement Area shown in Table E-10 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-26
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	15	1.00	15.00
Lot Type 2 (100 Ft Lot)	58	0.65	37.70
Lot Type 3 (86 Ft Lot)	232	0.49	113.68
Lot Type 4 (74 Ft Lot)	306	0.43	131.58
Lot Type 5 (60 Ft Lot)	221	0.34	75.14
Lot Type 6 (50 Ft Lot)	234	0.29	67.86
Lot Type 7 (65 Ft Lot)	167	0.37	61.79
Lot Type 8 (40 Ft Lot)	73	0.24	17.52
Lot Type 9 (35 Ft Lot)	60	0.23	13.80
Total Equivalent Units	**1,366**		**534.07**

The original total Equivalent Units for Phase #2 are shown in Table E-27 as calculated based on the proposed development for Phase #2 shown in Table E-11 and the original Equivalent Unit factors shown in Table E-17.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-27
Estimated Equivalent Units – Phase #2 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 2 (100 Ft Lot)	4	0.88	3.52
Lot Type 3 (86 Ft Lot)	49	0.83	40.67
Lot Type 4 (74 Ft Lot)	68	0.72	48.96
Lot Type 5 (60 Ft Lot)	68	0.58	39.44
Lot Type 6 (50 Ft Lot)	171	0.48	82.08
Total Equivalent Units	**360**		**214.67**

Note: These Equivalent Units will continue to be used for Phase #2 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #2 for the Phases #2-9 Major Improvement Area Initial Projects previously allocated to Phase #2 at the time of levying the Assessments for Phase #2 Improvements.

The 2022 revised total Equivalent Units for Phase #2 are shown in Table E-28 as calculated based on the Phase #2 proposed development shown in Table E-11 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-28
Estimated Equivalent Units – Phase #2 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 2 (100 Ft Lot)	4	0.65	2.60
Lot Type 3 (86 Ft Lot)	49	0.49	24.01
Lot Type 4 (74 Ft Lot)	68	0.43	29.24
Lot Type 5 (60 Ft Lot)	68	0.34	23.12
Lot Type 6 (50 Ft Lot)	171	0.29	49.59
Total Equivalent Units	**360**		**128.56**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #2 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #3 are shown in Table E-29 as calculated based on the proposed development for Phase #3 shown in Table E-12 and the original Equivalent Unit factors shown in Table E-17.

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Table E-29
Estimated Equivalent Units – Phase #3 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	25	0.83	20.75
Lot Type 4 (74 Ft Lot)	88	0.72	63.36
Lot Type 5 (60 Ft Lot)	82	0.58	47.56
Total Equivalent Units	**195**		**131.67**

Note: These Equivalent Units will continue to be used for Phase #3 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #3 for the Phases #2-9 Major Improvement Area Initial Projects previously allocated to Phase #3 at the time of levying the Assessments for Phase #3 Improvements.

The 2022 revised total Equivalent Units for Phase #3 are shown in Table E-30 as calculated based on the Phase #3 proposed development shown in Table E-12 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-30
Estimated Equivalent Units – Phase #3 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	25	0.49	12.25
Lot Type 4 (74 Ft Lot)	88	0.43	37.84
Lot Type 5 (60 Ft Lot)	82	0.34	27.88
Total Equivalent Units	**195**		**77.97**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #3 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #4 are shown in Table E-31 as calculated based on the proposed development for Phase #4 shown in Table E-13 and the original Equivalent Unit factors shown in Table E-17.

Table E-31
Estimated Equivalent Units – Phase #4 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	2	0.83	1.66
Lot Type 4 (74 Ft Lot)	3	0.72	2.16
Lot Type 5 (60 Ft Lot)	2	0.58	1.16
Lot Type 6 (50 Ft Lot)	2	0.48	0.96
Total Equivalent Units	**9**		**5.94**

Note: These Equivalent Units will continue to be used for Phase #4 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #4 for the Phases #2-9 Major Improvement Area Initial Projects previously allocated to Phase #4 at the time of levying the Assessments for Phase #4 Improvements.

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The 2022 revised total Equivalent Units for Phase #4 are shown in Table E-32 as calculated based on the Phase #4 proposed development shown in Table E-13 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-32
Estimated Equivalent Units – Phase #4 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	2	0.49	0.98
Lot Type 4 (74 Ft Lot)	3	0.43	1.29
Lot Type 5 (60 Ft Lot)	2	0.34	0.68
Lot Type 6 (50 Ft Lot)	2	0.29	0.58
Total Equivalent Units	**9**		**3.53**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #4 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #5 are shown in Table E-33 as calculated based on the proposed development at the time of Assessment levy for Phase #5 shown in Table E-14 and the 2021 revised Equivalent Unit factors shown in Table E-18.

Table E-33
Estimated Equivalent Units – Phase #5 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	60	0.83	49.80
Lot Type 7 (65 Ft Lot)	36	0.65	23.40
Total Equivalent Units	**96**		**73.20**

The 2021 revised total Equivalent Units for Phase #5 are shown in Table E-34 as calculated based on the actual plat recorded in August 2021 for Phase #5 development shown in Table E-15 and the 2021 revised Equivalent Unit factors shown in Table E-18.

Table E-34
Estimated Equivalent Units – Phase #5 – 2021 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	58	0.83	48.14
Lot Type 7 (65 Ft Lot)	38	0.65	24.70
Total Equivalent Units	**96**		**72.84**

Note: These Equivalent Units will continue to be used for Phase #5 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #5 for the Phases #2-9 Major Improvement Area Projects previously allocated to Phase #5 at the time of levying the Assessments for Phase #5 Improvements.

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The 2022 revised total Equivalent Units for Phase #5 are shown in Table E-35 as calculated based on the actual Phase #5 development shown in Table E-15 and the 2022 revised Equivalent Unit factors shown in Table E-19

Table E-35
Estimated Equivalent Units – Phase #5 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	58	0.49	28.42
Lot Type 7 (65 Ft Lot)	38	0.37	14.06
Total Equivalent Units	**96**		**42.48**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #5 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #6 are shown in Table E-36 as calculated based on the proposed development for Phase #6 shown in Table E-16 and the 2022 revised Equivalent Unit factors shown in Table E-19.

Table E-36
Estimated Equivalent Units – Phase #6

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 4 (74 Ft Lot)	61	0.43	26.23
Lot Type 5 (60 Ft Lot)	69	0.34	23.46
Lot Type 6 (50 Ft Lot)	61	0.29	17.69
Lot Type 8 (40 Ft Lot)	66	0.24	15.84
Total Equivalent Units	**257**		**83.22**

C) Original Allocation of Assessments to Lots within Phase #1 (Before Refunding)

As shown in Table E-37, the total amount of the Phase #1 Bonds, which represented the total Assessment originally allocated to all Parcels within Phase #1, was $9,000,000. As shown in Table E-20, there were a total of 334 residential units representing a total of 209.97 estimated original Equivalent Units for the residential development in Phase #1, resulting in an original Assessment per Equivalent Unit of $42,863.27.

The original Assessment per dwelling unit was calculated as the product of (i) $42,863.27 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $42,863.27 (i.e., $42,863.27 × 1.00). The original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $35,576.51 (i.e., $42,863.27 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $30,861.55 (i.e., $42,863.27 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $24,860.69 (i.e., $42,863.27 × 0.58). The original Assessment for a

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Lot Type 6 (50 Ft Lot) dwelling unit is $20,574.37 (i.e., $42,863.27 × 0.48). Table E-37 sets forth the original Assessment per dwelling unit for each of the five Lot Types in Phase #1.

Table E-37
Assessment Per Unit – Phase #1 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	18	$42,863.27	1.00	$42,863.27	per dwelling unit	$771,539
Lot Type 3 (86 Ft Lot)	47	$42,863.27	0.83	$35,576.51	per dwelling unit	$1,672,096
Lot Type 4 (74 Ft Lot)	56	$42,863.27	0.72	$30,861.55	per dwelling unit	$1,728,247
Lot Type 5 (60 Ft Lot)	104	$42,863.27	0.58	$24,860.69	per dwelling unit	$2,585,512
Lot Type 6 (50 Ft Lot)	109	$42,863.27	0.48	$20,574.37	per dwelling unit	$2,242,606
Total	**334**					**$9,000,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-38.

Table E-38
Projected Leverage – Phase #1 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$42,863.27	3.97	19.25
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$35,576.51	3.14	19.34
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$30,861.55	3.12	19.18
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$24,860.69	3.14	19.31
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$20,574.37	3.16	19.44
Total	**334**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #1 is shown in Table E-39.

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Table E-39
Estimated Tax Rate Equivalent Per Unit – Phase #1 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$3,911.54	$2.3009	$0.4741
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$3,246.58	$2.9039	$0.4719
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$2,816.31	$2.9276	$0.4757
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$2,268.70	$2.9086	$0.4726
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$1,877.54	$2.8885	$0.4694
Total	**334**					

D) 2016 Revised Allocation of Assessments to Lots within Phase #1 (Before Refunding)

As shown in Table E-40, the total amount of the Phase #1 Bonds, which represented the total Assessment originally allocated on all Parcels within Phase #1, was $9,000,000. As shown in Table E-21, there are a total of 335 residential units representing a total of 210.80 estimated 2016 revised Equivalent Units for the residential development in Phase #1, resulting in a 2016 revised Assessment per Equivalent Unit of $42,694.50.

The 2016 revised Assessment per dwelling unit was calculated as the product of (i) $42,694.50 multiplied by (ii) the applicable 2016 revised Equivalent Unit value for each Lot Type. For example, the 2016 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $42,694.50 (i.e., $42,694.50 × 1.00). The 2016 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $35,436.43 (i.e., $42,694.50 × 0.83). The 2016 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $30,740.04 (i.e., $42,694.50 × 0.72). The 2016 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $24,762.81 (i.e.,$42,694.50× 0.58). The 2016 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $20,493.36 (i.e., $42,694.50 × 0.48). Table E-40 sets forth the 2016 revised Assessment per dwelling unit for each of the five Lot Types in Phase #1.

Table E-40
Assessment Per Unit – Phase #1 – 2016 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	18	$42,694.50	1.00	$42,694.50	per dwelling unit	$768,501
Lot Type 3 (86 Ft Lot)	48	$42,694.50	0.83	$35,436.43	per dwelling unit	$1,700,949
Lot Type 4 (74 Ft Lot)	56	$42,694.50	0.72	$30,740.04	per dwelling unit	$1,721,442
Lot Type 5 (60 Ft Lot)	104	$42,694.50	0.58	$24,762.81	per dwelling unit	$2,575,332
Lot Type 6 (50 Ft Lot)	109	$42,694.50	0.48	$20,493.36	per dwelling unit	$2,233,776
Total	**335**					**$9,000,000**

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The 2016 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-41.

Table E-41
Projected Leverage – Phase #1 – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$42,694.50	3.98	19.32
Lot Type 3 (86 Ft Lot)	48	$111,800	$688,000	$35,436.43	3.15	19.42
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$30,740.04	3.13	19.26
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$24,762.81	3.15	19.38
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$20,493.36	3.17	19.52
Total	**335**					

The 2016 revised projected tax rate equivalent per unit calculated based on the 2016 revised average finished lot values and average home values for each Lot Type in Phase #1 is shown in Table E-42.

Table E-42
Estimated Tax Rate Equivalent Per Unit – Phase #1 – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$3,896.14	$2.2918	$0.4723
Lot Type 3 (86 Ft Lot)	48	$111,800	$688,000	$3,246.58	$2.9039	$0.4719
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$2,816.31	$2.9276	$0.4757
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$2,268.70	$2.9086	$0.4726
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$1,877.54	$2.8885	$0.4694
Total	**335**					

E) 2016 Revised Allocation of Assessments to Lots within Phase #1 (After Refunding)

As shown in Table IV-C, the initial amount Phase #1 Refunding Bonds after refunding was $7,750,000 (representing the outstanding Phase #1 Assessments after the refunding related savings). The total outstanding Equivalent Units in Phase #1 at the time of the Phase #1 Refunding Bonds were issued was 208.91 after prepayments, resulting in an outstanding Assessment per Equivalent Unit of $37,097.31 at the time of refunding.

The outstanding Assessment per dwelling unit at the time of refunding was calculated as the product of (i) $37,097.31 multiplied by (ii) the applicable 2016 revised Equivalent Unit value for each Lot Type. For example, the 2016 revised Assessment for a Lot Type 1 (One-Acre Lot)

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dwelling unit was $37,097.31 (i.e., $37,097.31 × 1.00). The 2016 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $30,790.77 (i.e., $37,097.31 × 0.83). The 2016 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $26,710.07 (i.e., $37,097.31 × 0.72). The 2016 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $21,516.44 (i.e., $37,097.31 × 0.58). The 2016 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $17,806.71 (i.e., $37,097.31 × 0.48). Table E-43 sets forth the 2016 revised Assessment per dwelling unit for each of the five Lot Types in Phase #1.

Table E-43
Restated Assessment Per Unit – Phase #1 – 2016 Revised (After Refunding)

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	18	$37,097.31	1.00	$37,097.31	per dwelling unit	$667,752
Lot Type 3 (86 Ft Lot)	47	$37,097.31	0.83	$30,790.77	per dwelling unit	$1,447,166
Lot Type 4 (74 Ft Lot)	56	$37,097.31	0.72	$26,710.07	per dwelling unit	$1,495,764
Lot Type 5 (60 Ft Lot)	103	$37,097.31	0.58	$21,516.44	per dwelling unit	$2,216,194
Lot Type 6 (50 Ft Lot)	108	$37,097.31	0.48	$17,806.71	per dwelling unit	$1,923,125
Total	**332**					**$7,750,000**

The 2016 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-44.

Table E-44
Projected Leverage – Phase #1 – 2016 Revised (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$37,097.31	4.58	22.24
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$30,790.77	3.63	22.34
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$26,710.07	3.60	22.16
Lot Type 5 (60 Ft Lot)	103	$78,000	$480,000	$21,516.44	3.63	22.31
Lot Type 6 (50 Ft Lot)	108	$65,000	$400,000	$17,806.71	3.65	22.46
Total	**332**					

The 2016 revised projected tax rate equivalent per unit calculated based on the 2016 revised average finished lot values and average home values for each Lot Type in Phase #1 is shown in Table E-45.

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Table E-45
Estimated Tax Rate Equivalent Per Unit – Phase #1 – 2016 Revised (Before Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$2,717.98	$1.5988	$0.3295
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$2,255.92	$2.0178	$0.3279
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$1,956.94	$2.0342	$0.3306
Lot Type 5 (60 Ft Lot)	103	$78,000	$480,000	$1,576.43	$2.0211	$0.3284
Lot Type 6 (50 Ft Lot)	108	$65,000	$400,000	$1,304.63	$2.0071	$0.3262
Total	**332**					

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type in Phase #1 is shown in Table E-46.

Table E-46
Updated Projected Leverage – Phase #1

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$400,000	$2,000,000	$37,097.31	10.78	53.91
Lot Type 3 (86 Ft Lot)	47	$195,000	$975,000	$30,790.77	6.33	31.67
Lot Type 4 (74 Ft Lot)	56	$170,000	$850,000	$26,710.07	6.36	31.82
Lot Type 5 (60 Ft Lot)	103	$137,000	$685,000	$21,516.44	6.37	31.84
Lot Type 6 (50 Ft Lot)	108	$117,000	$585,000	$17,806.71	6.57	32.85
Total	**332**					

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-47.

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Table E-47
Updated Estimated Tax Rate Equivalent Per Unit – Phase #1

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$400,000	$2,000,000	$2,717.98	$0.6795	$0.1359
Lot Type 3 (86 Ft Lot)	47	$195,000	$975,000	$2,255.92	$1.1569	$0.2314
Lot Type 4 (74 Ft Lot)	56	$170,000	$850,000	$1,956.94	$1.1511	$0.2302
Lot Type 5 (60 Ft Lot)	103	$137,000	$685,000	$1,576.43	$1.1507	$0.2301
Lot Type 6 (50 Ft Lot)	108	$117,000	$585,000	$1,304.63	$1.1151	$0.2230
Total	**332**					

F) Original Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area

As shown in Table E-48 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-23, there were a total of 1,465 residential units representing a total of 909.01 originally estimated Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in an original Assessment per Equivalent Unit of $19,966.78.

The original Assessment per dwelling unit was calculated as the product of (i) $19,966.78 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $19,966.78 (i.e., $19,966.78 × 1.00). The original Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit was $17,570.76 (i.e., $19,966.78 × 0.88). The original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $16,572.42 (i.e., $19,966.78 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $14,376.08 (i.e., $19,966.78 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $11,580.73 (i.e., $19,966.78 × 0.58). The original Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit was $9,584.05 (i.e., $19,966.78 × 0.48). Table E-48 sets forth the original Assessment per dwelling unit for each of the six Lot Types in the Phases #2-9 Major Improvement Area.

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Table E-48
Assessment Per Unit – Phases #2-9 Major Improvement Area – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	31	$19,966.78	1.00	$19,966.78	per dwelling unit	$618,970
Lot Type 2 (100 Ft Lot)	25	$19,966.78	0.88	$17,570.76	per dwelling unit	$439,269
Lot Type 3 (86 Ft Lot)	123	$19,966.78	0.83	$16,572.42	per dwelling unit	$2,038,408
Lot Type 4 (74 Ft Lot)	401	$19,966.78	0.72	$14,376.08	per dwelling unit	$5,764,808
Lot Type 5 (60 Ft Lot)	404	$19,966.78	0.58	$11,580.73	per dwelling unit	$4,678,615
Lot Type 6 (50 Ft Lot)	481	$19,966.78	0.48	$9,584.05	per dwelling unit	$4,609,929
Total	**1,465**					**$18,150,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-49.

Table E-49
Projected Leverage – Phases #2-9 Major Improvement Area – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	31	$170,000	$825,000	$19,966.78	8.51	41.32
Lot Type 2 (100 Ft Lot)	25	$130,000	$725,000	$17,570.76	7.40	41.26
Lot Type 3 (86 Ft Lot)	123	$111,800	$688,000	$16,572.42	6.75	41.51
Lot Type 4 (74 Ft Lot)	401	$96,200	$592,000	$14,376.08	6.69	41.18
Lot Type 5 (60 Ft Lot)	404	$78,000	$480,000	$11,580.73	6.74	41.45
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$9,584.05	6.78	41.74
Total	**1,465**					

The projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-50.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-50
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	31	$170,000	$825,000	$1,872.48	$1.1015	$0.2270
Lot Type 2 (100 Ft Lot)	25	$130,000	$725,000	$1,647.78	$1.2675	$0.2273
Lot Type 3 (86 Ft Lot)	123	$111,800	$688,000	$1,554.16	$1.3901	$0.2259
Lot Type 4 (74 Ft Lot)	401	$96,200	$592,000	$1,348.18	$1.4014	$0.2277
Lot Type 5 (60 Ft Lot)	404	$78,000	$480,000	$1,086.04	$1.3924	$0.2263
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$898.79	$1.3828	$0.2247
Total	**1,465**					

G) 2016 Revised Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area

As shown in Table E-51 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-24, there were a total of 1,437 residential units representing a total of 888.39 estimated 2016 revised Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in a 2016 revised Assessment per Equivalent Unit of $20,430.22.

The 2016 revised Assessment per dwelling unit was calculated as the product of (i) $20,430.22 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the 2016 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $20,430.22 (i.e., $20,430.22 × 1.00). The 2016 revised Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit was $17,978.59 (i.e., $20,430.22 × 0.88). The 2016 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $16,957.08 (i.e., $20,430.22 × 0.83). The 2016 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $14,709.76 (i.e., $20,430.22 × 0.72). The 2016 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $11,849.53 (i.e., $20,430.22 × 0.58). The 2016 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit was $9,806.50 (i.e., $20,430.22 × 0.48). Table E-51 sets forth the 2016 revised Assessment per dwelling unit for each of the six Lot Types in the Phases #2-9 Major Improvement Area.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-51
Assessment Per Unit – Phases #2-9 Major Improvement Area – 2016 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	30	$20,430.22	1.00	$20,430.22	per dwelling unit	$612,906
Lot Type 2 (100 Ft Lot)	18	$20,430.22	0.88	$17,978.59	per dwelling unit	$323,615
Lot Type 3 (86 Ft Lot)	115	$20,430.22	0.83	$16,957.08	per dwelling unit	$1,950,064
Lot Type 4 (74 Ft Lot)	402	$20,430.22	0.72	$14,709.76	per dwelling unit	$5,913,322
Lot Type 5 (60 Ft Lot)	391	$20,430.22	0.58	$11,849.53	per dwelling unit	$4,633,164
Lot Type 6 (50 Ft Lot)	481	$20,430.22	0.48	$9,806.50	per dwelling unit	$4,716,928
Total	**1,437**					**$18,150,000**

The 2016 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-52.

Table E-52
Projected Leverage – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	30	$170,000	$825,000	$20,430.22	8.32	40.38
Lot Type 2 (100 Ft Lot)	18	$130,000	$725,000	$17,978.59	7.23	40.33
Lot Type 3 (86 Ft Lot)	115	$111,800	$688,000	$16,957.08	6.59	40.57
Lot Type 4 (74 Ft Lot)	402	$96,200	$592,000	$14,709.76	6.54	40.25
Lot Type 5 (60 Ft Lot)	391	$78,000	$480,000	$11,849.53	6.58	40.51
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$9,806.50	6.63	40.79
Total	**1,437**					

The 2016 revised projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-53.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-53
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	30	$170,000	$825,000	$1,915.9389	$1.1270	$0.2322
Lot Type 2 (100 Ft Lot)	18	$130,000	$725,000	$1,686.0262	$1.2969	$0.2326
Lot Type 3 (86 Ft Lot)	115	$111,800	$688,000	$1,590.2293	$1.4224	$0.2311
Lot Type 4 (74 Ft Lot)	402	$96,200	$592,000	$1,379.4760	$1.4340	$0.2330
Lot Type 5 (60 Ft Lot)	391	$78,000	$480,000	$1,111.2445	$1.4247	$0.2315
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$919.6507	$1.4148	$0.2299
Total	**1,437**					

H) 2021 Revised Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area

As shown in Table E-54 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-25, there were a total of 1,389 residential units representing a total of 883.39 estimated 2021 revised Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in a 2021 revised Assessment per Equivalent Unit of $20,545.85.

The 2021 revised Assessment per dwelling unit was calculated as the product of (i) $20,545.85 multiplied by (ii) the applicable 2021 revised Equivalent Unit value for each Lot Type. For example, the 2021 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $20,545.85 (i.e., $20,545.85 × 1.00). The 2021 revised Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit was $18,080.35 (i.e., $20,545.85 × 0.88). The 2021 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was 17,053.06 (i.e., $20,545.85 × 0.83). The 2021 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $14,793.01 (i.e., $20,545.85 × 0.72). The 2021 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $11,916.59 (i.e., $20,545.85 × 0.58). The 2021 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit was $9,862.01 (i.e., $20,545.85 × 0.48). The 2021 revised Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit was $13,354.80 (i.e., $20,545.85 × 0.65). Table E-54 sets forth the 2021 revised Assessment per dwelling unit for each of the seven Lot Types in the Phases #2-9 Major Improvement Area.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-54
Assessment Per Unit – Phases #2-9 Major Improvement Area – 2021 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	14	$20,545.85	1.00	$20,545.85	per dwelling unit	$287,642
Lot Type 2 (100 Ft Lot)	58	$20,545.85	0.88	$18,080.35	per dwelling unit	$1,048,660
Lot Type 3 (86 Ft Lot)	214	$20,545.85	0.83	$17,053.06	per dwelling unit	$3,649,354
Lot Type 4 (74 Ft Lot)	319	$20,545.85	0.72	$14,793.01	per dwelling unit	$4,718,971
Lot Type 5 (60 Ft Lot)	230	$20,545.85	0.58	$11,916.59	per dwelling unit	$2,740,817
Lot Type 6 (50 Ft Lot)	485	$20,545.85	0.48	$9,862.01	per dwelling unit	$4,783,074
Lot Type 7 (65 Ft Lot)	69	$20,545.85	0.65	$13,354.80	per dwelling unit	$921,481
Total	**1,389**					**$18,150,000**

The 2021 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-55.

Table E-55
Projected Leverage – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	14	$170,000	$825,000	$20,545.85	8.27	40.15
Lot Type 2 (100 Ft Lot)	58	$130,000	$725,000	$18,080.35	7.19	40.10
Lot Type 3 (86 Ft Lot)	214	$111,800	$688,000	$17,053.06	6.56	40.34
Lot Type 4 (74 Ft Lot)	319	$96,200	$592,000	$14,793.01	6.50	40.02
Lot Type 5 (60 Ft Lot)	230	$78,000	$480,000	$11,916.59	6.55	40.28
Lot Type 6 (50 Ft Lot)	485	$65,000	$400,000	$9,862.01	6.59	40.56
Lot Type 7 (65 Ft Lot)	69	$87,300	$537,000	$13,354.80	6.54	40.21
Total	**1,389**					

The 2021 revised projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-56.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-56
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	14	$170,000	$825,000	$1,887	$1.1097	$0.2287
Lot Type 2 (100 Ft Lot)	58	$130,000	$725,000	$1,660	$1.2770	$0.2290
Lot Type 3 (86 Ft Lot)	214	$111,800	$688,000	$1,566	$1.4005	$0.2276
Lot Type 4 (74 Ft Lot)	319	$96,200	$592,000	$1,358	$1.4119	$0.2294
Lot Type 5 (60 Ft Lot)	230	$78,000	$480,000	$1,094	$1.4028	$0.2280
Lot Type 6 (50 Ft Lot)	485	$65,000	$400,000	$906	$1.3931	$0.2264
Lot Type 7 (65 Ft Lot)	69	$87,300	$537,000	$1,226	$1.4046	$0.2283
Total	**1,389**					

I) 2022 Revised Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area

As shown in Table E-57 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-26, there were a total of 1,366 residential units representing a total of 534.07 estimated 2022 revised Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in an original Assessment per Equivalent Unit of $33,984.31.

The 2022 revised Assessment per dwelling unit was calculated as the product of (i) $33,984.31 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the 2022 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit is $33,984.31 (i.e., $33,984.31 × 1.00). The 2022 revised Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is $22,089.80 (i.e., $33,984.31 × 0.65). The 2022 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $16,652.31 (i.e., $33,984.31 × 0.49). The 2022 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $14,634.08 (i.e., $33,984.31 × 0.43). The 2022 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $11,554.67 (i.e., $33,984.31 × 0.34). The 2022 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $9,855.45 (i.e., $33,984.31 × 0.29). The 2022 revised Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $12,574.19 (i.e., $33,984.31 × 0.37). The 2022 revised Assessment for a Lot Type 8 (40 Ft Lot) dwelling unit is $8,156.23 (i.e., $33,984.31 × 0.24). The 2022 revised Assessment for a Lot Type 9 (35 Ft Lot) dwelling unit is $7,816.39 (i.e., $33,984.31 × 0.23). Table E-57 sets forth the 2022 revised Assessment per dwelling unit for each of the nine Lot Types in the Phases #2-9 Major Improvement Area.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-57
Assessment Per Unit – Phases #2-9 Major Improvement Area – 2022 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	15	$33,984.31	1.00	$33,984.31	per dwelling unit	$509,765
Lot Type 2 (100 Ft Lot)	58	$33,984.31	0.65	$22,089.80	per dwelling unit	$1,281,208
Lot Type 3 (86 Ft Lot)	232	$33,984.31	0.49	$16,652.31	per dwelling unit	$3,863,336
Lot Type 4 (74 Ft Lot)	306	$33,984.31	0.43	$14,613.25	per dwelling unit	$4,471,655
Lot Type 5 (60 Ft Lot)	221	$33,984.31	0.34	$11,554.67	per dwelling unit	$2,553,581
Lot Type 6 (50 Ft Lot)	234	$33,984.31	0.29	$9,855.45	per dwelling unit	$2,306,175
Lot Type 7 (65 Ft Lot)	167	$33,984.31	0.37	$12,574.19	per dwelling unit	$2,099,890
Lot Type 8 (40 Ft Lot)	73	$33,984.31	0.24	$8,156.23	per dwelling unit	$595,405
Lot Type 9 (35 Ft Lot)	60	$33,984.31	0.23	$7,816.39	per dwelling unit	$468,983
Total	**1,366**					**$18,150,000**

The 2022 revised projected leverage calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-58.

Table E-58
Projected Leverage – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	15	$400,000	$2,000,000	$33,984.31	11.77	58.85
Lot Type 2 (100 Ft Lot)	58	$260,000	$1,300,000	$22,089.80	11.77	58.85
Lot Type 3 (86 Ft Lot)	232	$195,000	$975,000	$16,652.31	11.71	58.55
Lot Type 4 (74 Ft Lot)	306	$170,000	$850,000	$14,613.25	11.63	58.17
Lot Type 5 (60 Ft Lot)	221	$137,000	$685,000	$11,554.67	11.86	59.28
Lot Type 6 (50 Ft Lot)	234	$117,000	$585,000	$9,855.45	11.87	59.36
Lot Type 7 (65 Ft Lot)	167	$147,000	$735,000	$12,574.19	11.69	58.45
Lot Type 8 (40 Ft Lot)	73	$95,000	$475,000	$8,156.23	11.65	58.24
Lot Type 9 (35 Ft Lot)	60	$90,000	$450,000	$7,816.39	11.51	57.57
Total	**1,366**					

The 2022 revised projected tax rate equivalent per unit calculated based on the 2022 revised average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-59.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-59
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	15	$400,000	$2,000,000	$3,119	$0.7798	$0.1560
Lot Type 2 (100 Ft Lot)	58	$260,000	$1,300,000	$2,027	$0.7798	$0.1560
Lot Type 3 (86 Ft Lot)	232	$195,000	$975,000	$1,528	$0.7838	$0.1568
Lot Type 4 (74 Ft Lot)	306	$170,000	$850,000	$1,341	$0.7889	$0.1578
Lot Type 5 (60 Ft Lot)	221	$137,000	$685,000	$1,060	$0.7741	$0.1548
Lot Type 6 (50 Ft Lot)	234	$117,000	$585,000	$905	$0.7731	$0.1546
Lot Type 7 (65 Ft Lot)	167	$147,000	$735,000	$1,154	$0.7851	$0.1570
Lot Type 8 (40 Ft Lot)	73	$95,000	$475,000	$749	$0.7880	$0.1576
Lot Type 9 (35 Ft Lot)	60	$90,000	$450,000	$717	$0.7971	$0.1594
Total	**1,366**					

J) Original Allocation of Assessments to Lots within Phase #2

As shown in Table E-60, the total amount of the Reimbursement Agreement for Phase #2, which represents the original total Assessment to be allocated on all Parcels within Phase #2, is $5,300,000. As shown in Table E-27, there are a total of 360 residential units representing a total of 214.67 estimated original Equivalent Units for the residential development in Phase #2, resulting in an original Assessment per Equivalent Unit of $24,689.06.

The original Assessment per dwelling unit was calculated as the product of (i) $24,689.06 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is $21,726.37 (i.e., $24,689.06 × 1.00). The original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $20,491.92 (i.e., $24,689.06 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $17,776.12 (i.e., $24,689.06 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $14,319.65 (i.e., $24,689.06 × 0.58). The original Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $11,850.75 (i.e., $24,689.06 × 0.48). Table E-60 sets forth the original Assessment per dwelling unit for each of the five Lot Types in Phase #2.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-60
Assessment Per Unit – Phase #2 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	4	$24,689.06	0.88	$21,726.37	per dwelling unit	$86,905
Lot Type 3 (86 Ft Lot)	49	$24,689.06	0.83	$20,491.92	per dwelling unit	$1,004,104
Lot Type 4 (74 Ft Lot)	68	$24,689.06	0.72	$17,776.12	per dwelling unit	$1,208,776
Lot Type 5 (60 Ft Lot)	68	$24,689.06	0.58	$14,319.65	per dwelling unit	$973,736
Lot Type 6 (50 Ft Lot)	171	$24,689.06	0.48	$11,850.75	per dwelling unit	$2,026,478
Total	**360**					**$5,300,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-61.

Table E-61
Projected Leverage – Phase #2 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 2 (100 Ft Lot)	4	$130,000	$725,000	$21,726.37	5.98	33.37
Lot Type 3 (86 Ft Lot)	49	$111,800	$688,000	$20,491.92	5.46	33.57
Lot Type 4 (74 Ft Lot)	68	$96,200	$592,000	$17,776.12	5.41	33.30
Lot Type 5 (60 Ft Lot)	68	$78,000	$480,000	$14,319.65	5.45	33.52
Lot Type 6 (50 Ft Lot)	171	$65,000	$400,000	$11,850.75	5.48	33.75
Total	**360**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #2 is shown in Table E-62.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-62
Estimated Tax Rate Equivalent Per Unit – Phase #2 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 2 (100 Ft Lot)	4	$130,000	$725,000	$3,477.07	$2.6747	$0.4796
Lot Type 3 (86 Ft Lot)	49	$111,800	$688,000	$3,279.51	$2.9334	$0.4767
Lot Type 4 (74 Ft Lot)	68	$96,200	$592,000	$2,844.88	$2.9573	$0.4806
Lot Type 5 (60 Ft Lot)	68	$78,000	$480,000	$2,291.71	$2.9381	$0.4774
Lot Type 6 (50 Ft Lot)	171	$65,000	$400,000	$1,896.58	$2.9178	$0.4741
Total	**360**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #2 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #2.

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-63.

Table E-63
Updated Projected Leverage – Phase #2

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 2 (100 Ft Lot)	4	$260,000	$1,300,000	$21,726.37	11.97	59.84
Lot Type 3 (86 Ft Lot)	49	$195,000	$975,000	$20,491.92	9.52	47.58
Lot Type 4 (74 Ft Lot)	68	$170,000	$850,000	$17,776.12	9.56	47.82
Lot Type 5 (60 Ft Lot)	68	$137,000	$685,000	$14,319.65	9.57	47.84
Lot Type 6 (50 Ft Lot)	171	$117,000	$585,000	$11,850.75	9.87	49.36
Total	**360**					

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-64.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-64
Updated Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #2

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 2 (100 Ft Lot)	4	$260,000	$1,300,000	$3,477.07	$1.3373	$0.2675
Lot Type 3 (86 Ft Lot)	49	$195,000	$975,000	$3,279.51	$1.6818	$0.3364
Lot Type 4 (74 Ft Lot)	68	$170,000	$850,000	$2,844.88	$1.6735	$0.3347
Lot Type 5 (60 Ft Lot)	68	$137,000	$685,000	$2,291.71	$1.6728	$0.3346
Lot Type 6 (50 Ft Lot)	171	$117,000	$585,000	$1,896.58	$1.6210	$0.3242
Total	**360**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #2 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #2.

K) Original Allocation of Assessments to Lots within Phase #3

As shown in Table E-65, the total amount of the Reimbursement Agreement for Phase #3, which represents the original total Assessment to be allocated on all Parcels within Phase #3, is $3,700,000. As shown in Table E-29, there are a total of 195 residential units representing a total of 131.67 estimated original Equivalent Units for the residential development in Phase #3, resulting in an original Assessment per Equivalent Unit of $28,100.55.

The original Assessment per dwelling unit was calculated as the product of (i) $28,100.55 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $23,323.46 (i.e., $28,100.55 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $20,232.40 (i.e., $28,100.55 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $16,298.32 (i.e., $28,100.55 × 0.58). Table E-65 sets forth the original Assessment per dwelling unit for each of the three Lot Types in Phase #3.

Table E-65
Assessment Per Unit – Phase #3 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	25	$28,100.55	0.83	$23,323.46	per dwelling unit	$583,087
Lot Type 4 (74 Ft Lot)	88	$28,100.55	0.72	$20,232.40	per dwelling unit	$1,780,451
Lot Type 5 (60 Ft Lot)	82	$28,100.55	0.58	$16,298.32	per dwelling unit	$1,336,462
Total	**195**					**$3,700,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-66.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-66
Projected Leverage – Phase #3 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	25	$111,800	$688,000	$23,323.46	4.79	29.50
Lot Type 4 (74 Ft Lot)	88	$96,200	$592,000	$20,232.40	4.75	29.26
Lot Type 5 (60 Ft Lot)	82	$78,000	$480,000	$16,298.32	4.79	29.45
Total	**195**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #3 is shown in Table E-67.

Table E-67
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #3 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	25	$111,800	$688,000	$3,331.01	$2.9794	$0.4842
Lot Type 4 (74 Ft Lot)	88	$96,200	$592,000	$2,889.55	$3.0037	$0.4881
Lot Type 5 (60 Ft Lot)	82	$78,000	$480,000	$2,327.69	$2.9842	$0.4849
Total	**195**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #3 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #3.

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-68.

Table E-68
Updated Projected Leverage – Phase #3

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	25	$195,000	$975,000	$23,323.46	8.36	41.80
Lot Type 4 (74 Ft Lot)	88	$170,000	$850,000	$20,232.40	8.40	42.01
Lot Type 5 (60 Ft Lot)	82	$137,000	$685,000	$16,298.32	8.41	42.03
Total	**195**					

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-69.

Table E-69
Updated Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #3

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	25	$195,000	$975,000	$3,331.01	$1.7082	$0.3416
Lot Type 4 (74 Ft Lot)	88	$170,000	$850,000	$2,889.55	$1.6997	$0.3399
Lot Type 5 (60 Ft Lot)	82	$137,000	$685,000	$2,327.69	$1.6990	$0.3398
Total	**195**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #3 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #3.

L) Original Allocation of Assessments to Lots within Phase #4

As shown in Table E-70, the total amount of the Reimbursement Agreement for Phase #4, which represents the original total Assessment to be allocated on all Parcels within Phase #4, is $167,000. As shown in Table E-31, there are a total of 9 residential units representing a total of 5.94 estimated original Equivalent Units for the residential development in Phase #4, resulting in an original Assessment per Equivalent Unit of $28,114.48.

The original Assessment per dwelling unit was calculated as the product of (i) $28,114.48 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $23,335.02. (i.e., $28,114.48 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $20,242.42 (i.e., $28,114.48 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $16,306.40 (i.e., $28,114.48 × 0.58). The original Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $13,494.95 (i.e., $28,114.48 × 0.48). Table E-70 sets forth the original Assessment per dwelling unit for each of the four Lot Types in Phase #4.

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Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Table E-70
Assessment Per Unit – Phase #4 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	2	$28,114.48	0.83	$23,335.02	per dwelling unit	$46,670
Lot Type 4 (74 Ft Lot)	3	$28,114.48	0.72	$20,242.42	per dwelling unit	$60,727
Lot Type 5 (60 Ft Lot)	2	$28,114.48	0.58	$16,306.40	per dwelling unit	$32,613
Lot Type 6 (50 Ft Lot)	2	$28,114.48	0.48	$13,494.95	per dwelling unit	$26,990
Total	**9**					**$167,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-71.

Table E-71
Projected Leverage – Phase #4 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	2	$111,800	$688,000	$23,335.02	4.79	29.48
Lot Type 4 (74 Ft Lot)	3	$96,200	$592,000	$20,242.42	4.75	29.25
Lot Type 5 (60 Ft Lot)	2	$78,000	$480,000	$16,306.40	4.78	29.44
Lot Type 6 (50 Ft Lot)	2	$65,000	$400,000	$13,494.95	4.82	29.64
Total	**9**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #4 is shown in Table E-72.

Table E-72
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #4 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	2	$111,800	$688,000	$3,286.83	$2.9399	$0.4777
Lot Type 4 (74 Ft Lot)	3	$96,200	$592,000	$2,851.22	$2.9638	$0.4816
Lot Type 5 (60 Ft Lot)	2	$78,000	$480,000	$2,296.82	$2.9446	$0.4785
Lot Type 6 (50 Ft Lot)	2	$65,000	$400,000	$1,900.82	$2.9243	$0.4752
Total	**9**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #4 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #4.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-73.

Table E-73
Updated Projected Leverage – Phase #4

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	2	$195,000	$975,000	$23,335.02	8.36	41.78
Lot Type 4 (74 Ft Lot)	3	$170,000	$850,000	$20,242.42	8.40	41.99
Lot Type 5 (60 Ft Lot)	2	$137,000	$685,000	$16,306.40	8.40	42.01
Lot Type 6 (50 Ft Lot)	2	$117,000	$585,000	$13,494.95	8.67	43.35
Total	**9**					

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-74.

Table E-74
Updated Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #4

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	2	$195,000	$975,000	$3,287	$1.6856	$0.3371
Lot Type 4 (74 Ft Lot)	3	$170,000	$850,000	$2,851	$1.6772	$0.3354
Lot Type 5 (60 Ft Lot)	2	$137,000	$685,000	$2,297	$1.6765	$0.3353
Lot Type 6 (50 Ft Lot)	2	$117,000	$585,000	$1,901	$1.6246	$0.3249
Total	**9**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #4 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #4.

M) Original Allocation of Assessments to Lots within Phase #5

As shown in Table E-75, the total amount of the Reimbursement Agreement for Phase #5, which represents the original total Assessment to be allocated on all Parcels within Phase #5, is $2,510,000. As shown in Table E-33, there were a total of 96 residential units representing a total of 73.20 estimated original Equivalent Units for the residential development in Phase #5, resulting in an original Assessment per Equivalent Unit of $34,289.62.

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The original Assessment per dwelling unit was calculated as the product of (i) $34,289.62 multiplied by (ii) the applicable 2021 revised Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $28,460.38 (i.e., $34,289.62 × 0.83). The original Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $22,288.25 (i.e., $34,289.62 × 0.65). Table E-75 sets forth the original Assessment per dwelling unit for each of the two Lot Types in Phase #5.

Table E-75
Assessment Per Unit – Phase #5 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	60	$34,289.62	0.83	$28,460.38	per dwelling unit	$1,707,623
Lot Type 7 (65 Ft Lot)	36	$34,289.62	0.65	$22,288.25	per dwelling unit	$802,377
Total	**96**					**$2,510,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-76.

Table E-76
Projected Leverage – Phase #5 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	60	$111,800	$688,000	$28,460.38	3.93	24.17
Lot Type 7 (65 Ft Lot)	36	$87,300	$537,000	$22,288.25	3.92	24.09
Total	**96**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #5 is shown in Table E-77.

Table E-77
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #5 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	60	$111,800	$688,000	$3,667.28	$3.2802	$0.5330
Lot Type 7 (65 Ft Lot)	36	$87,300	$537,000	$2,871.97	$3.2898	$0.5348
Total	**96**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #5 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #5.

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N) 2022 Revised Allocation of Assessments to Lots within Phase #5

As shown in Table E-78, the total amount of the Reimbursement Agreement for Phase #5, which represents the original total Assessment to be allocated on all Parcels within Phase #5, is $2,510,000. As shown in Table E-34, there are a total of 96 residential units representing a total of 72.84 estimated 2022 revised Equivalent Units for the residential development in Phase #5, resulting in a 2022 revised Assessment per Equivalent Unit of $34,459.09.

The 2022 revised Assessment per dwelling unit was calculated as the product of (i) $34,459.09 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the 2022 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $28,601.04 (i.e., $34,459.09 × 0.83). The original Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $22,398.41 (i.e., $34,459.09 × 0.65). Table E-78 sets forth the original Assessment per dwelling unit for each of the two Lot Types in Phase #5.

Table E-78
Assessment Per Unit – Phase #5 – 2022 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	58	$34,459.09	0.83	$28,601.04	per dwelling unit	$1,658,861
Lot Type 7 (65 Ft Lot)	38	$34,459.09	0.65	$22,398.41	per dwelling unit	$851,139
Total	**96**					**$2,510,000**

The 2022 revised projected leverage calculated based on the 2022 revised estimated finished lot value, home value, and revised lot count. As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. In addition, the actual lot count for each Lot Type within Phase #5 has been updated by the Developer based on the final plat. The updated projected leverage calculated based on the actual lot count, the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-79.

Table E-79
Projected Leverage – Phase #5 – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	58	$195,000	$975,000	$28,601.04	6.82	34.09
Lot Type 7 (65 Ft Lot)	38	$147,000	$735,000	$22,398.41	6.56	32.81
Total	**96**					

As shown in Table E-19, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. In

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addition, the actual lot count for each Lot Type within Phase #5 has been updated by the Developer based on the final plat. The updated projected tax rate equivalent per unit calculated based on the actual lot count, the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-80.

Table E-80
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #5 – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	58	$195,000	$975,000	$3,667	$1.8807	$0.3761
Lot Type 7 (65 Ft Lot)	38	$147,000	$735,000	$2,872	$1.9537	$0.3907
Total	**96**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #5 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #5.

O) Allocation of Assessments to Lots within Phase #6

As shown in Table E-81, the total amount of the Reimbursement Agreement for Phase #6, which represents the total Assessment to be allocated on all Parcels within Phase #6, is $5,967,861. As shown in Table E-36, there are a total of 257 residential units representing a total of 83.22 estimated Equivalent Units for the residential development in Phase #5, resulting in an Assessment per Equivalent Unit of $71,711.86.

The Assessment per dwelling unit was calculated as the product of (i) $71,711.86 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $30,836.10 (i.e., $71,711.86 × 0.43). The Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $24,382.03 (i.e., $71,711.86 × 0.34). The Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $20,796.44 (i.e., $71,711.86 × 0.29). The Assessment for a Lot Type 8 (40 Ft Lot) dwelling unit is $17,210.85 (i.e., $71,711.86 × 0.24). Table E-81 sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #6.

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Table E-81
Assessment Per Unit – Phase #6

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 4 (74 Ft Lot)	61	$71,711.86	0.43	$30,836.10	per dwelling unit	$1,881,002
Lot Type 5 (60 Ft Lot)	69	$71,711.86	0.34	$24,382.03	per dwelling unit	$1,682,360
Lot Type 6 (50 Ft Lot)	61	$71,711.86	0.29	$20,796.44	per dwelling unit	$1,268,583
Lot Type 8 (40 Ft Lot)	66	$71,711.86	0.24	$17,210.85	per dwelling unit	$1,135,916
Total	**257**					**$5,967,861**

The projected leverage calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-82.

Table E-82
Projected Leverage – Phase #6

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 4 (74 Ft Lot)	61	$170,000	$850,000	$30,836.10	5.51	27.57
Lot Type 5 (60 Ft Lot)	69	$137,000	$685,000	$24,382.03	5.62	28.09
Lot Type 6 (50 Ft Lot)	61	$117,000	$585,000	$20,796.44	5.63	28.13
Lot Type 8 (40 Ft Lot)	66	$95,000	$475,000	$17,210.85	5.52	27.60
Total	**257**					

The projected tax rate equivalent per unit calculated based on the 2022 revised average finished lot values and average home values for each Lot Type in Phase #6 is shown in Table E-82.

Table E-82
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #6

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 4 (74 Ft Lot)	61	$170,000	$850,000	$3,034	$1.7846	$0.3569
Lot Type 5 (60 Ft Lot)	69	$137,000	$685,000	$2,399	$1.7510	$0.3502
Lot Type 6 (50 Ft Lot)	61	$117,000	$585,000	$2,046	$1.7488	$0.3498
Lot Type 8 (40 Ft Lot)	66	$95,000	$475,000	$1,693	$1.7824	$0.3565
Total	**257**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #6 Projects and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #6.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

APPENDIX F
PHASES #2-9 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix F
Phases #2-9 Major Improvement Area Assessment Roll

Parcel	**All Parc**
Equivalent Units	**888.39**
Original Assessment	**$21,180,(**
Restated Assessment	**$18,150,(**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	CCMI[4]	Administrative Expenses[5]	Additional Interest	Capitalized Interest/ Available Credits	Total Annua Installm
2015	$0	$468,240	$0	$0	$0	$0	$0	($468,240)	
2016	$0	$795,125	$0	$496,500	$8,529	$35,700	$65,750	($795,125)	$606,4
2017	$275,000	$795,125	$84,000	$496,500	$93,166	$36,414	$65,750	($330,374)	$1,515,5
2018	$275,000	$780,000	$84,000	$463,319	$181,506	$37,071	$64,375	($92,432)	$1,792,8
2019	$300,000	$764,875	$95,000	$455,658	$211,250	$20,000	$63,000	($211,250)	$1,698,5
2020	$325,000	$747,218	$105,000	$304,123	$245,891	$26,273	$61,405	($296,613)	$1,518,2
2021	$325,000	$722,712	$75,794	$214,994	$0	$29,000	$59,237	($16,115)	$1,410,(
2022	$345,000	$695,182	$80,000	$201,692	$0	$33,000	$56,824	($6,951)	$1,404,1
2023	$320,000	$725,315	$87,000	$196,548	$0	$28,154	$59,025	$0	$1,416,(
2024	$345,000	$702,532	$95,000	$190,954	$0	$28,717	$57,425	$0	$1,419,(
2025	$370,000	$683,557	$95,000	$184,846	$0	$29,291	$33,420	$0	$1,396,1
2026	$380,000	$663,205	$102,000	$178,737	$0	$29,877	$32,310	$0	$1,386,1
2027	$395,000	$642,403	$116,000	$172,178	$0	$30,475	$31,170	$0	$1,387,2
2028	$420,000	$618,703	$124,000	$164,720	$0	$31,084	$29,985	$0	$1,388,4
2029	$445,000	$593,502	$131,000	$156,746	$0	$31,706	$28,725	$0	$1,386,(
2030	$470,000	$566,800	$139,000	$148,323	$0	$32,340	$27,390	$0	$1,383,8
2031	$520,000	$538,598	$153,000	$139,385	$0	$32,987	$25,980	$0	$1,409,9
2032	$540,000	$507,393	$160,000	$129,548	$0	$33,647	$24,420	$0	$1,395,(
2033	$570,000	$475,000	$175,000	$119,260	$0	$34,320	$22,800	$0	$1,396,3
2034	$615,000	$439,375	$189,000	$108,007	$0	$35,006	$21,090	$0	$1,407,4
2035	$640,000	$400,938	$204,000	$95,854	$0	$35,706	$19,245	$0	$1,395,1
2036	$690,000	$360,938	$218,000	$82,737	$0	$36,420	$17,325	$0	$1,405,4
2037	$715,000	$317,813	$240,000	$68,720	$0	$37,149	$15,255	$0	$1,393,9
2038	$765,000	$273,125	$255,000	$53,288	$0	$37,892	$13,110	$0	$1,397,4
2039	$815,000	$225,313	$276,000	$36,891	$0	$38,649	$10,815	$0	$1,402,(
2040	$865,000	$174,375	$297,737	$19,144	$0	$39,422	$8,370	$0	$1,404,(
Total	**$11,725,000**	**$14,677,360**	**$3,580,531**	**$4,878,673**	**$740,342**	**$820,302**	**$914,201**	**($2,217,100)**	**$35,119,3**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]The principal and interest amounts represent the debt service requirements of the Series 2015 Phases #2-9 Major Improvement Area Bonds at the interest rates of such bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

[3]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Major Improvements allocated to Pha #2-9 that are not paid by the Phases #2-9 Major Improvement Area Bonds. The interest amount also includes the additional 0.5% interest being collected fo the prepayment and delinquency reserves.

[4]Amounts represent the debt service on the 2015 CCMI. The portion of the Assessment related to the 2015 CCMI was released in 2020.

[5]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2766631	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766647	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766648	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766649	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766650	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766651	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766652	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766653	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766654	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766655	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766656	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766657	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766658	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766659	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766660	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766661	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766662	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766663	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766664	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766665	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766666	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766667	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766668	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766669	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766670	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766671	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766672	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766673	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766674	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766675	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766676	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766677	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766678	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766679	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766680	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766681	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766682	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766683	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766684	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766685	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766686	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766687	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766688	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766689	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766690	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766691	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766692	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766693	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766694	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766695	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766696	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766697	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766698	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766699	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766700	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766701	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766702	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766703	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766704	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766705	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766707	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766708	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766709	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766710	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2766711	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766712	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766713	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766714	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766715	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766716	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766717	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766718	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766719	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766720	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766721	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766723	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766724	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766725	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766726	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766727	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766728	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766729	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766730	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766731	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766732	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766733	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766734	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766735	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766736	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766737	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766738	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766739	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766740	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766741	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766742	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766743	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766744	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766745	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766746	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766747	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766748	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766749	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766750	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766751	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766752	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766755	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766756	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766757	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766758	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766759	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766760	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766761	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766762	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766763	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766764	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766765	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766766	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766767	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766768	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766769	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766770	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766771	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766772	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766773	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766774	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766775	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766776	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766778	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2766779	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766780	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766781	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766785	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766786	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766787	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766788	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766789	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766790	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766791	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766792	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766793	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766794	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766795	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766796	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766797	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766798	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766800	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766801	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766802	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766803	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766804	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766805	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766806	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766807	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766808	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766809	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766810	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766811	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766812	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766813	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766814	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766815	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766816	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766817	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766818	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766819	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766820	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766821	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766822	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2766823	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766824	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766825	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766826	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766827	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766828	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766829	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766830	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766831	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766832	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766833	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766834	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766835	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766836	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766837	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766838	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766839	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766840	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766841	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766842	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766843	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766844	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766845	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766846	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2766847	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766848	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766849	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766850	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766851	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766858	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766859	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766860	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766861	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766862	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766863	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766864	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766865	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766866	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766867	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766868	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766869	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766870	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766871	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766872	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766873	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766874	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766875	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766876	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766877	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766878	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766879	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766882	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766883	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766884	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766885	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766886	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766887	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766888	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766889	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766890	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766891	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766892	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766893	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766894	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766895	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766896	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766897	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766898	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766899	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766901	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766902	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2766904	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766905	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766906	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766907	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766908	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766909	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766910	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2766911	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769104	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769105	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769106	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769107	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769108	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769109	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769110	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769111	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769112	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2769113	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769114	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769115	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769116	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769117	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769118	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769119	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769120	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769121	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769122	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769123	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769124	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769125	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769126	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769127	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769128	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769129	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769130	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769131	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769132	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769133	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769134	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769135	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769136	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769137	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769138	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769139	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769140	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769141	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769142	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769143	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769144	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769145	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769146	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769147	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769148	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769149	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769150	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769151	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769152	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769165	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769166	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769167	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769168	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769169	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769170	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769171	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769172	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769173	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769174	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769175	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769176	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769177	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769178	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769179	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769180	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769181	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769182	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769183	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769184	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769185	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769186	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769187	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769188	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39

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Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2769189	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769190	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769191	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769192	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769194	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769195	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769196	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769197	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769198	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769200	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769201	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769202	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769203	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769204	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769205	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769206	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769207	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769208	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769209	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769210	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769211	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769212	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769213	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769214	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769216	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769217	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2769218	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769219	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769220	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769221	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769222	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769223	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769224	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769225	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769226	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769227	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769228	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769229	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769230	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769231	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769232	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769233	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769234	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769235	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2769236	1	2	0.88	$14,375	$421.30	$882.17	$56.33	$32.71	$1,392.52
2769237	1	2	0.88	$14,375	$421.30	$882.17	$56.33	$32.71	$1,392.52
2769238	1	2	0.88	$14,375	$421.30	$882.17	$56.33	$32.71	$1,392.52
2769239	1	2	0.88	$14,375	$421.30	$882.17	$56.33	$32.71	$1,392.52
2769240	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769241	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769242	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769243	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769244	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769245	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769246	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769247	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769248	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2769249	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2635984	873	0	556.73	$9,094,504	$266,534.02	$558,105.26	$35,636.67	$20,695.58	$880,971.54
2810093	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810095	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810096	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810097	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810098	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2810099	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810100	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810101	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810102	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810103	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810105	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810106	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810107	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810108	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810109	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810110	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810111	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810112	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810113	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810114	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810115	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810116	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810117	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810118	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810119	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810120	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810121	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810122	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810123	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810124	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810128	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810129	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810130	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810132	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810133	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810134	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810135	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810136	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810137	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810138	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810139	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810140	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810141	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810142	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810143	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810144	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810145	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810146	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810147	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810148	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810149	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810151	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810152	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810153	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810154	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810155	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810156	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810157	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810158	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810159	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810160	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810161	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810162	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810163	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810164	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810165	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810166	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810167	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810168	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2810169	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810170	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810171	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810172	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810173	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810174	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810175	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810176	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810177	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810178	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810179	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810180	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810181	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810182	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810183	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810184	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810185	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810186	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810187	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810188	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810189	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810190	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810191	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810192	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810193	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810194	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810195	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810196	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810197	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810198	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810199	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810200	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810201	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810202	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810203	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810204	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810205	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810206	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810207	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810208	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810209	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810210	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810211	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810212	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810213	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810214	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810215	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810216	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810217	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810218	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810219	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810220	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810221	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810222	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810223	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810224	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810225	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810226	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810227	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810228	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810229	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810230	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810231	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810232	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79

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Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2810233	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810234	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810235	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810236	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810237	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810238	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810239	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810240	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810241	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810242	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810243	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810244	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810245	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810246	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810247	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810248	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810249	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810250	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810251	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810252	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810253	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810254	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810255	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810256	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810257	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810258	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810259	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810260	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810261	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810262	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810263	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810264	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810265	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810266	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810267	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810268	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810269	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810270	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810271	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810272	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810273	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810274	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810275	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810276	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810277	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810278	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810279	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810280	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810281	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810282	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810284	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810285	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810286	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810287	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810288	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810289	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2810290	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810291	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810292	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810293	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810294	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810295	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810296	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2810298	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary - 2021-22

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2810299	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2810301	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810302	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810303	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810304	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810305	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2810306	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
2818822	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2818823	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2818824	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2818825	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2818826	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2818827	1	4	0.72	$11,762	$344.70	$721.78	$46.09	$26.76	$1,139.33
2818828	1	6	0.48	$7,841	$229.80	$481.19	$30.73	$17.84	$759.55
2818829	1	5	0.58	$9,475	$277.67	$581.43	$37.13	$21.56	$917.79
2818830	1	3	0.83	$13,559	$397.36	$832.05	$53.13	$30.85	$1,313.39
2818831	0	0	0	$0	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**1406**		**887.73**	**$14,501,578**	**$425,000.00**	**$889,922.92**	**$56,824.21**	**$33,000.00**	**$1,404,747.12**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

APPENDIX G
PHASE #1 ASSESSMENT ROLL

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix G
Phase #1 Assessment Roll

Parcel	**All Parcel**
Equivalent Units	**208.91**
Original Assessment	**$9,000,00**
Restated Assessment	**$7,750,00**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	CCMI[4]	Administrative Expenses[5]	Additional Interest	Capitalized Interest/ Available Credits	Total Annual Installme
2015	$0	$299,119	$0	$0	$0	$0	$0	($299,119)	
2016	$0	$507,938	$0	$0	$1,970	$15,255	$45,000	($157,820)	$412,3
2017	$175,000	$480,938	$0	$0	$21,520	$15,514	$72,000	$0	$764,9
2018	$200,000	$498,531	$0	$0	$42,091	$15,778	$44,125	$0	$800,5
2019	$200,000	$484,750	$0	$0	$48,382	$25,000	$42,857	($48,382)	$752,6
2020	$200,000	$473,924	$0	$0	$56,750	$33,368	$41,850	($91,144)	$714,7
2021	$225,000	$461,856	$0	$0	$0	$35,000	$40,735	($10,927)	$751,6
2022	$0	$0	$270,000	$243,548	$0	$39,500	$37,316	($10)	$590,3
2023	$0	$0	$280,000	$233,619	$0	$17,166	$36,100	$0	$566,8
2024	$0	$0	$295,000	$222,419	$0	$17,457	$34,700	$0	$569,5
2025	$0	$0	$305,000	$210,619	$0	$17,754	$33,225	$0	$566,5
2026	$0	$0	$320,000	$198,419	$0	$18,056	$31,700	$0	$568,1
2027	$0	$0	$335,000	$185,619	$0	$18,363	$30,100	$0	$569,0
2028	$0	$0	$350,000	$172,219	$0	$18,675	$28,425	$0	$569,3
2029	$0	$0	$365,000	$158,219	$0	$18,993	$26,675	$0	$568,8
2030	$0	$0	$380,000	$143,619	$0	$19,315	$24,850	$0	$567,7
2031	$0	$0	$395,000	$128,419	$0	$19,644	$22,950	$0	$566,0
2032	$0	$0	$410,000	$116,569	$0	$19,978	$20,975	$0	$567,5
2033	$0	$0	$425,000	$104,269	$0	$20,317	$18,925	$0	$568,5
2034	$0	$0	$435,000	$91,519	$0	$20,663	$16,800	$0	$563,9
2035	$0	$0	$450,000	$78,469	$0	$21,014	$14,625	$0	$564,1
2036	$0	$0	$470,000	$64,969	$0	$21,371	$12,375	$0	$568,7
2037	$0	$0	$480,000	$52,631	$0	$21,735	$10,025	$0	$564,3
2038	$0	$0	$495,000	$40,031	$0	$22,104	$7,625	$0	$564,7
2039	$0	$0	$510,000	$27,038	$0	$22,480	$5,151	$0	$564,6
2040	$0	$0	$520,000	$13,650	$0	$22,862	$2,600	$0	$559,1
Total	**$1,000,000**	**$3,207,056**	**$7,490,000**	**$2,485,861**	**$170,713**	**$537,362**	**$701,712**	**($607,402)**	**$14,985,3**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]The principal and interest amounts represent the debt service requirements of the Series 2015 Phase #1 Bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

[3]The principal and interest amounts represent the debt service requirements of the Phase #1 Refunding Bonds. The interest amount also includes the additional 0.5% interest being collected for the Additional Interest Reserve.

[4]Amounts represent the debt service on the 2015 CCMI. The portion of the Assessment related to the 2015 CCMI was released in 2020.

[5]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739841	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2759317	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739853	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739854	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740206	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740207	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740208	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740209	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740210	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740211	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740212	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740213	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740214	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740215	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740216	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740217	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740218	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739857	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2739858	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2739859	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2739862	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740098	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740099	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740100	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740101	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740142	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740143	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740144	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740145	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740146	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740147	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740148	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740149	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740150	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740151	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740152	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740177	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740178	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740179	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740180	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740181	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740182	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740183	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740184	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740185	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740186	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740187	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740188	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740189	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740190	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740191	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740192	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740193	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740194	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740195	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740196	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740197	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740198	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740199	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740200	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740201	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740202	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740203	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2740204	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2740205	1	3	0.83	$29,754.22	$1,076.42	$970.92	$148.77	$157.48	$2,353.59
2739860	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2739861	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740092	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740093	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740094	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740095	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740096	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740097	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740103	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740104	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740105	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740106	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740107	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740108	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740109	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740110	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740111	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740112	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740113	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740114	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740115	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740116	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740117	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740118	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740134	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740135	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740136	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2740137	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740138	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740139	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740140	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740141	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740153	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740154	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740155	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740156	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740157	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740158	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740159	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740160	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740161	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740162	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740163	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740164	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740165	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740166	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740167	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740168	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740169	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740170	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740171	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740172	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740173	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740174	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740175	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2740176	1	4	0.72	$25,810.89	$933.76	$842.24	$129.05	$136.61	$2,041.67
2739863	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739864	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2739865	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739870	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739871	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739970	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739971	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739972	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739973	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739974	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739975	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739976	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739993	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739994	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739995	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739996	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739997	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739998	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739999	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740000	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740001	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740002	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740003	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740004	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740005	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740006	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740007	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740008	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740009	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740010	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740011	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740012	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740013	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740014	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740015	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740016	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740017	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740018	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740019	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740020	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740021	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740022	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740023	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740024	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740025	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740026	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740027	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740028	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740029	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740030	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740031	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740043	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740044	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740045	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740046	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740047	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740048	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740049	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740050	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740051	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740052	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740053	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740054	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740055	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740056	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68

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Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2740057	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740058	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740059	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740060	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740061	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740062	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740063	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740064	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740065	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740066	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740067	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740068	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740069	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740070	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740071	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740072	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740073	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740074	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740075	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740076	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740077	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740078	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740079	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740080	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740081	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740082	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740083	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740084	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740085	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740086	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740087	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740088	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740089	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740090	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2740091	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739866	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739867	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739868	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739869	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739872	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739879	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739880	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739881	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739882	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739883	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739884	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739885	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739886	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739887	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739888	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739889	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739890	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739891	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739892	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739893	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739894	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739895	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739896	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739897	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739898	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739899	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739900	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739901	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739902	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739903	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739904	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739905	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739906	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739907	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739908	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739909	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739910	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739911	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739912	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739913	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739914	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739915	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739916	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739917	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739918	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739919	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739920	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739921	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739923	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739924	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739925	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739926	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739927	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739928	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739929	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739930	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739931	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739932	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739933	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739934	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739935	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739936	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739937	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739938	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739939	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739940	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739941	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739942	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739943	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739944	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739945	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739946	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739947	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739948	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739949	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739950	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739951	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739952	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739953	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739954	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739955	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739956	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739957	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739958	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739959	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739960	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739961	1	5	0.58	$20,792.10	$752.20	$678.47	$103.96	$110.04	$1,644.68
2739962	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739963	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2021-22

Parcel	Estimated No. of units	Lot Type	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1	1.00	$35,848.46	$1,296.89	$1,169.78	$179.24	$189.73	$2,835.65
2739964	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739965	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739966	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739967	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739978	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739979	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739980	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739981	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739982	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739983	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739984	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739985	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739986	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2739987	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740032	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740033	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740034	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740036	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740037	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740038	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740039	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740040	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740041	1	6	0.48	$17,207.26	$622.51	$561.50	$86.04	$91.07	$1,361.11
2740042	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2740219	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740220	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740221	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740222	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740223	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740224	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740226	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740228	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740229	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740230	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740232	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740233	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740234	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740235	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740236	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740237	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740238	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740494	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740495	0	N/A	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**331**		**208.19**	**$7,463,290**	**$270,000.00**	**$243,537.11**	**$37,316.45**	**$39,500.00**	**$590,353.56**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

APPENDIX H
PHASE #2 ASSESSMENT ROLL

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix H
Phase #2 Assessment Roll

Parcel	
Equivalent Units	**All Parcels**
Assessment	**214.67**
	$5,300,000

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
9/1/2019	$0	$470,110	$20,000	$490,110
9/1/2020	$0	$467,241	$13,548	$480,789
9/1/2021	$95,000	$449,656	$22,000	$566,656
9/1/2022	$92,000	$423,965	$20,000	$535,965
9/1/2023	$96,000	$415,804	$21,395	$533,199
9/1/2024	$101,000	$269,536	$21,759	$392,295
9/1/2025	$106,000	$263,608	$22,129	$391,736
9/1/2026	$115,000	$257,385	$22,505	$394,890
9/1/2027	$119,000	$250,635	$22,887	$392,522
9/1/2028	$129,000	$243,650	$23,277	$395,926
9/1/2029	$133,000	$236,077	$23,672	$392,750
9/1/2030	$142,000	$228,270	$24,075	$394,345
9/1/2031	$147,000	$219,935	$24,484	$391,419
9/1/2032	$156,000	$211,306	$24,900	$392,206
9/1/2033	$165,000	$202,149	$25,323	$392,472
9/1/2034	$174,000	$192,463	$25,754	$392,217
9/1/2035	$184,000	$182,249	$26,192	$392,441
9/1/2036	$193,000	$171,449	$26,637	$391,086
9/1/2037	$207,000	$160,119	$27,090	$394,209
9/1/2038	$216,000	$147,969	$27,550	$391,519
9/1/2039	$230,000	$135,289	$28,019	$393,308
9/1/2040	$243,000	$121,788	$28,495	$393,283
9/1/2041	$257,000	$107,524	$28,980	$393,504
9/1/2042	$271,000	$92,438	$29,472	$392,911
9/1/2043	$634,000	$76,531	$29,973	$740,504
9/1/2044	$669,759	$39,315	$30,483	$739,557
Total	**$4,874,759**	**$6,036,462**	**$640,599**	**$11,551,819**

[1]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Phase #2 Improvements. The interest amounts are calculated using 8.87% per annum for years 1 to 5 and 5.87% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2766631	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766647	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766648	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766649	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766650	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766651	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766652	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766653	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766654	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766655	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766656	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766657	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766658	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766659	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766660	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766661	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766662	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766663	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766664	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766665	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766666	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766667	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766668	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766669	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766670	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766671	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766672	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766673	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766674	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766675	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766676	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766677	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766678	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766679	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766680	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766681	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766682	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766683	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766684	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766685	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766686	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766687	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766688	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766689	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766690	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766691	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766692	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766693	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766694	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766695	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766696	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766697	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766698	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766699	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766700	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766701	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766702	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766703	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2766704	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766705	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766707	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766708	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766709	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766710	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766711	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766712	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766713	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766714	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766715	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766716	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766717	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766718	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766719	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766720	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766721	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766723	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766724	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766725	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766726	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766727	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766728	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766729	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766730	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766731	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766732	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766733	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766734	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766735	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766736	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766737	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766738	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766739	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766740	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766741	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766742	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766743	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766744	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766745	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766746	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766747	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766748	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766749	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766750	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766751	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766752	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766755	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766756	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766757	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766758	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766759	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766760	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766761	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766762	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766763	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766764	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766765	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2766766	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766767	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766768	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766769	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766770	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766771	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766772	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766773	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766774	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766775	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766776	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766778	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766779	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766780	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766781	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766785	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766786	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766787	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766788	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766789	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766790	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766791	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766792	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766793	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766794	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766795	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766796	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766797	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766798	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766800	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766801	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766802	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766803	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766804	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766805	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766806	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766807	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766808	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766809	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766810	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766811	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766812	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766813	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766814	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766815	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766816	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766817	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766818	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766819	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766820	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766821	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766822	1	5	0.58	$14,032	$270.08	$1,244.62	$58.71	$1,573.41
2766823	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766824	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766825	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766826	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766827	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766828	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2766829	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766830	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766831	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766832	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766833	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766834	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766835	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766836	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766837	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766838	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766839	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766840	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766841	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766842	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766843	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766844	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766845	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766846	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766847	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766848	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766849	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766850	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766851	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766858	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766859	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766860	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766861	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766862	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766863	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766864	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766865	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766866	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766867	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766868	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766869	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766870	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766871	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766872	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766873	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766874	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766875	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766876	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766877	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766878	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766879	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766882	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766883	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766884	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766885	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766886	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766887	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766888	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766889	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766890	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766891	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766892	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766893	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766894	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2766895	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766896	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766897	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766898	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766899	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766901	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766902	1	6	0.48	$11,613	$223.52	$1,030.03	$48.59	$1,302.14
2766904	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766905	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766906	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766907	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766908	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766909	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766910	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2766911	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769104	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769105	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769106	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769107	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769108	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769109	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769110	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769111	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769112	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769113	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769114	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769115	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769116	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769117	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769118	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769119	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769120	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769121	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769122	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769123	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769124	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769125	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769126	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769127	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769128	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769129	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769130	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769131	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769132	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769133	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769134	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769135	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769136	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769137	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769138	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769139	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769140	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769141	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769142	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769143	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769144	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769145	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769146	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2769147	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769148	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769149	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769150	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769151	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769152	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769165	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769166	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769167	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769168	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769169	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769170	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769171	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769172	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769173	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769174	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769175	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769176	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769177	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769178	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769179	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769180	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769181	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769182	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769183	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769184	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769185	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769186	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769187	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769188	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769189	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769190	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769191	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769192	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769194	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769195	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769196	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769197	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769198	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769200	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769201	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769202	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769203	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769204	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769205	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769206	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769207	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769208	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769209	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769210	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769211	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769212	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769213	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769214	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769216	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769217	1	4	0.72	$17,419	$335.27	$1,545.04	$72.89	$1,953.20
2769218	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769219	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61

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Appendix H
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #2

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installmen
2769220	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769221	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769222	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769223	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769224	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769225	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769226	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769227	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769228	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769229	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769230	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769231	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769232	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769233	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769234	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769235	1	3	0.83	$20,080	$386.50	$1,781.09	$84.02	$2,251.61
2769236	1	2	0.88	$21,290	$409.78	$1,888.39	$89.08	$2,387.25
2769237	1	2	0.88	$21,290	$409.78	$1,888.39	$89.08	$2,387.25
2769238	1	2	0.88	$21,290	$409.78	$1,888.39	$89.08	$2,387.25
2769239	1	2	0.88	$21,290	$409.78	$1,888.39	$89.08	$2,387.25
2769240	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769241	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769242	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769243	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769244	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769246	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769247	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769248	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
2769249	0	0	0	$0	$0.00	$0.00	$0.00	$0.00
Total	**335**		**197.57**	**$4,779,759**	**$92,000.00**	**$423,964.63**	**$20,000.00**	**$535,964.63**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

APPENDIX I
PHASE #3 ASSESSMENT ROLL

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix I
Phase #3 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**214.67**
Assessment	**$5,300,000**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
2021	$5,000	$308,210	$25,000	$338,210
2022	$5,000	$298,009	$20,000	$323,009
2023	$5,000	$297,593	$20,686	$323,278
2024	$5,000	$297,176	$21,037	$323,213
2025	$5,000	$296,760	$21,395	$323,155
2026	$48,000	$189,617	$21,759	$259,376
2027	$53,000	$187,058	$22,129	$262,187
2028	$58,000	$184,234	$22,505	$264,738
2029	$58,000	$181,142	$22,887	$262,030
2030	$63,000	$178,051	$23,277	$264,327
2031	$68,000	$174,693	$23,672	$266,365
2032	$68,000	$171,068	$24,075	$263,143
2033	$73,000	$167,444	$24,484	$264,928
2034	$77,000	$163,553	$24,900	$265,453
2035	$82,000	$159,449	$25,323	$266,773
2036	$82,000	$155,078	$25,754	$262,832
2037	$87,000	$150,708	$26,192	$263,900
2038	$92,000	$146,071	$26,637	$264,708
2039	$97,000	$141,167	$27,090	$265,257
2040	$107,000	$135,997	$27,550	$270,547
2041	$358,000	$130,294	$28,019	$516,313
2042	$378,000	$111,213	$28,495	$517,708
2043	$397,000	$91,065	$28,980	$517,045
2044	$416,000	$69,905	$29,472	$515,377
2045	$441,000	$47,732	$29,973	$518,705
2046	$454,540	$24,227	$30,483	$509,249
Total	**$3,582,540**	**$4,457,514**	**$651,774**	**$8,691,827**

[1]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Phase #3 Improvements. The interest amounts are calculated using 8.33% per annum for years 1 to 5 and 5.33% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix I
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #3

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installment
2810093	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810095	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810096	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810097	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810098	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810099	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810100	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810101	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810102	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810103	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810105	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810106	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810107	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810108	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810109	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810110	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810111	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810112	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810113	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810114	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810115	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810116	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810117	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810118	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810119	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810120	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810121	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810122	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810123	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810124	1	Lot Type 4 (74' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810128	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810129	1	Lot Type 4 (74' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810130	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810132	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810133	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810134	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810135	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810136	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810137	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810138	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810139	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810140	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810141	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810142	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810143	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810144	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810145	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810146	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810147	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810148	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810149	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810151	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810152	1	Lot Type 4 (74' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810153	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810154	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810155	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810156	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810157	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810158	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810159	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810160	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810161	1	Lot Type 5 (60' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810162	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810163	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix I
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #3

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installment
2810164	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810165	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810166	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810167	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810168	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810169	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810170	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810171	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810172	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810173	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810174	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810175	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810176	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810177	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810178	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810179	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810180	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810181	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810182	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810183	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810184	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810185	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810186	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810187	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810188	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810189	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810190	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810191	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810192	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810193	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810194	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810195	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810196	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810197	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810198	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810199	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810200	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810201	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810202	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810203	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810204	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810205	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810206	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810207	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810208	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810209	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810210	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810211	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810212	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810213	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810214	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810215	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810216	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810217	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810218	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810219	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810220	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810221	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810222	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810223	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810224	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810225	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810226	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810227	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49

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Appendix I
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #3

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installment
2810228	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810229	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810230	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810231	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810232	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810233	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810234	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810235	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810236	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810237	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810238	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810239	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810240	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810241	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810242	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810243	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810244	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810245	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810246	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810247	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810248	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810249	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810250	1	Lot Type 4 (74' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810251	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810252	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810253	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810254	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810255	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810256	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810257	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810258	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810259	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810260	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810261	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810262	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810263	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810264	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810265	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810266	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810267	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810268	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810269	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810270	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810271	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810272	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810273	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810274	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810275	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810276	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810277	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810278	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810279	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810280	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810281	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810282	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810284	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810285	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810286	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810287	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810288	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810289	1	Lot Type 3 (86' Lot)	0.83	$23,291	$32.55	$1,940.13	$130.21	$2,102.89
2810290	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810291	1	Lot Type 4 (74' Lot)	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810292	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix I
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #3

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installment
2810293	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810294	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810295	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810296	1	Lot Type 4 (74' Lot)	0.72	$20,204	$28.24	$1,683.01	$112.95	$1,824.19
2810298	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810299	1	Lot Type 5 (60' Lot)	0.58	$16,276	$22.75	$1,355.76	$90.99	$1,469.49
2810301	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810302	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810303	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810304	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810305	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
2810306	0	Open Space	0	$0	$0.00	$0.00	$0.00	$0.00
Total	**195**		**127.49**	**$3,577,540**	**$5,000.00**	**$298,009.06**	**$20,000.00**	**$323,009.06**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

APPENDIX J
PHASE #4 ASSESSMENT ROLL

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix J
Phase #4 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**5.94**
Assessment	**$167,000**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
2022	$1,000	$12,709	$1,000	$14,709
2023	$1,000	$12,557	$1,526	$15,082
2024	$1,000	$12,480	$1,551	$15,032
2025	$1,000	$12,404	$1,578	$14,982
2026	$2,000	$7,468	$1,605	$11,073
2027	$2,000	$7,376	$1,632	$11,008
2028	$3,000	$7,284	$1,660	$11,943
2029	$3,000	$7,146	$1,688	$11,833
2030	$3,000	$7,007	$1,717	$11,724
2031	$3,000	$6,869	$1,746	$11,615
2032	$3,000	$6,731	$1,775	$11,506
2033	$3,000	$6,592	$1,806	$11,398
2034	$3,000	$6,454	$1,836	$11,290
2035	$4,000	$6,316	$1,868	$12,183
2036	$4,000	$6,131	$1,899	$12,031
2037	$4,000	$5,947	$1,932	$11,878
2038	$4,000	$5,763	$1,964	$11,727
2039	$4,000	$5,578	$1,998	$11,576
2040	$5,000	$5,394	$2,032	$12,425
2041	$17,000	$5,163	$2,066	$24,229
2042	$17,000	$4,380	$2,101	$23,481
2043	$18,000	$3,596	$2,137	$23,733
2044	$19,000	$2,766	$2,173	$23,939
2045	$20,000	$1,890	$2,210	$24,101
2046	$21,000	$968	$2,248	$24,216
2047	$167,000	$179,600	$2,286	$348,886
Total	**$333,000**	**$346,567**	**$48,034**	**$727,601**

[1]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Phase #4 Improvements. The interest is calculated using an interest rate of 7.61% per annum for years 1 to 5 and 4.61% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix J
The Lakes at Mustang Ranch Public Improvement District
2021-22 Assessment Roll Summary - Phase #4

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	PID Reimbursement Agreement	PID Reimbursement Agreement Principal	PID Reimbursement Agreement Interest	Administrative Expenses	Annual Installment
2818822	1	4	0.72	$20,242	$121.21	$1,540.45	$121.21	$1,782.87
2818823	1	6	0.48	$13,495	$80.81	$1,026.97	$80.81	$1,188.58
2818824	1	5	0.58	$16,306	$97.64	$1,240.92	$97.64	$1,436.20
2818825	1	3	0.83	$23,335	$139.73	$1,775.79	$139.73	$2,055.26
2818826	1	4	0.72	$20,242	$121.21	$1,540.45	$121.21	$1,782.87
2818827	1	4	0.72	$20,242	$121.21	$1,540.45	$121.21	$1,782.87
2818828	1	6	0.48	$13,495	$80.81	$1,026.97	$80.81	$1,188.58
2818829	1	5	0.58	$16,306	$97.64	$1,240.92	$97.64	$1,436.20
2818830	1	3	0.83	$23,335	$139.73	$1,775.79	$139.73	$2,055.26
2818831	0	0	0.00	$0	$0.00	$0.00	$0.00	$0.00
Total	**9**		**5.94**	**$167,000**	**$1,000.00**	**$12,708.70**	**$1,000.00**	**$14,708.70**

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

APPENDIX K
PHASE #5 ASSESSMENT ROLL

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix K
Phase #5 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**72.84**
Assessment	**$2,510,000**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$1,000	$191,764	$20,000	$212,764
2	$1,000	$191,688	$20,340	$213,028
3	$1,000	$191,611	$20,686	$213,297
4	$1,000	$191,535	$21,037	$213,572
5	$1,000	$191,458	$21,395	$213,853
6	$47,000	$116,232	$21,759	$184,991
7	$49,000	$114,051	$22,129	$185,180
8	$51,000	$111,778	$22,505	$185,282
9	$54,000	$109,411	$22,887	$186,299
10	$57,000	$106,906	$23,277	$187,182
11	$59,000	$104,261	$23,672	$186,933
12	$62,000	$101,523	$24,075	$187,598
13	$65,000	$98,646	$24,484	$188,130
14	$68,000	$95,630	$24,900	$188,531
15	$72,000	$92,475	$25,323	$189,799
16	$75,000	$89,134	$25,754	$189,888
17	$79,000	$85,654	$26,192	$190,846
18	$83,000	$81,989	$26,637	$191,626
19	$87,000	$78,138	$27,090	$192,227
20	$92,000	$74,101	$27,550	$193,651
21	$222,000	$69,832	$28,019	$319,851
22	$233,000	$59,531	$28,495	$321,026
23	$244,000	$48,720	$28,980	$321,700
24	$256,000	$37,398	$29,472	$322,871
25	$269,000	$25,520	$29,973	$324,493
26	$281,000	$13,038	$30,483	$324,521
Total	**$2,510,000**	**$2,672,026**	**$647,114**	**$5,829,139**

[1]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Phase #5 Improvements. The interest is calculated using an interest rate of 7.64% per annum for years 1 to 5 and 4.64% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

APPENDIX L
PROPOSED PHASE #6 ASSESSMENT ROLL

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Appendix L
Proposed Phase #6 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**83.22**
Assessment	**$5,967,861**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$52,000	$326,442	$40,000	$418,442
2	$55,000	$323,598	$40,800	$419,398
3	$57,000	$320,589	$41,616	$419,205
4	$60,000	$317,471	$42,448	$419,920
5	$63,000	$314,189	$43,297	$420,486
6	$66,000	$310,743	$44,163	$420,906
7	$70,000	$307,133	$45,046	$422,179
8	$73,000	$303,304	$45,947	$422,251
9	$77,000	$299,311	$46,866	$423,177
10	$81,000	$295,099	$47,804	$423,903
11	$85,000	$290,668	$48,760	$424,428
12	$89,000	$286,019	$49,735	$424,754
13	$94,000	$281,150	$50,730	$425,880
14	$98,000	$276,009	$51,744	$425,753
15	$104,000	$270,648	$52,779	$427,427
16	$109,000	$264,959	$53,835	$427,794
17	$115,000	$258,997	$54,911	$428,908
18	$119,861	$252,706	$56,010	$428,577
19	$276,000	$246,150	$57,130	$579,280
20	$290,000	$231,053	$58,272	$579,325
21	$306,000	$215,190	$59,438	$580,628
22	$323,000	$198,452	$60,627	$582,078
23	$340,000	$180,784	$61,839	$582,623
24	$359,000	$162,186	$63,076	$584,261
25	$378,000	$142,548	$64,337	$584,886
26	$399,000	$121,872	$65,624	$586,496
27	$421,000	$100,046	$66,937	$587,983
28	$444,000	$77,018	$68,275	$589,293
29	$469,000	$52,731	$69,641	$591,372
30	$495,000	$27,077	$71,034	$593,110
Total	**$5,967,861**	**$7,054,139**	**$1,622,723**	**$14,644,723**

[1]The principal and interest amounts represent the debt service requirements of the Reimbursement Agreement for the Phase #6 Improvements. The interest is calculated using an interest rate of 5.47% per annum for years 1 to 5 and 5.47% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

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 14, 2022 at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Phase #6 of The Lakes at Mustang Ranch Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed Authorized Improvements to be undertaken at this time (the "Phase #6 Projects") include (i) road improvements, water improvements, landscaping and open space improvements, sanitary sewer system improvements, and storm drainage system improvements, (ii) payment of expenses incurred in the establishment, administration, and operation of the District, and (iii) payment of expenses associated with financing such public improvement projects which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against property within the District.

The total costs of the Phase #6 Projects, including administrative costs and the costs of issuing bonds, is estimated to be $5,967,861.

The boundaries of the District include approximately 681.999 acres of land situated in the Coleman Watson Survey, Abstract No. A0945, Block 4, Tract 26, and is generally located north of FM 1461, west of FM 2478, east of County Road 84, and south of Brinkmann Ranch Road, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessment within Phase #6 of the District will be considered at the public hearing.

A copy of the proposed Phase #6 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Phase #6 of the District that benefits from the Phase #6 Projects, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Attachment: Draft Resolution (Mustang Ranch - PID Pre-SAP)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Second Amendment to Uptown Development Agreement- Uptown Celina Partners L.P.

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

Background Information:
On January 12, 2021 the City and the original Developer entered into a development agreement establishing a municipal utility district that provided a cap of $100,000,000 on infrastructure bonds. Since this time, the property has been acquired by Uptown Celina Partners L.P. Due to economic conditions and rising cost of construction materials, Uptown Celina Partners L.P. requests the Agreement be amended to remove the cap on infrastructure bonds. No other changes are proposed with this amendment.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has reviewed and approved the amended agreement.

Supporting Documents:
Second Amendment to Uptown Development Agreement- Uptown Celina Partners L.P.

Staff Recommendation:
Staff recommends approval

Attachment: 2020.002.010a - Second Amendment to DA - Uptown MFM 5.3.22 (Second Amendment to Uptown Development Agreement- Uptown

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (this "Second Amendment") is made and entered into by and between the City of Celina, Texas (the "City") and Uptown Celina Partners L.P., a Texas limited partnership (the "Owner"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Second Amendment (the "Effective Date").

RECITALS

WHEREAS, the City and Rockhill Capital & Investments LLC, a Texas limited liability company ("Rockhill") previously entered into that certain Development Agreement, effective January 14, 2021 recorded in the Official Public Records of Collin County as Instrument No. 20210311000485140 (the "Development Agreement), governing the development of approximately 567 acres of land (the "Property"), as described in **Exhibit A** and depicted on **Exhibit B** of the Development Agreement; and

WHEREAS, Rockhill assigned all of its obligations, rights, title and interest in and to the Development Agreement to the Owner, pursuant to that certain Assignment and Assumption of Development Agreement, effective November 1, 2021; and

WHEREAS, the Owner and the City entered into that First Amendment to Development Agreement, effective November 11, 2021; and

WHEREAS, the Owner and the City now desire to amend the Development Agreement for the purposes set forth in this Second Amendment; and

WHEREAS, this Second Amendment is entered into pursuant to Section 212.172 of the Texas Local Government Code and other laws and the Owner and the City are proceeding in reliance of the enforceability of this Second Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the City and the Owner set forth in this Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

AGREEMENT

Section 1. Special District Financing. Section 7.1(b) of the Development Agreement, as amended, is hereby amended and replaced in its entirety to read as follows:

"(b) Bonds issued by the MUD shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City. The MUD may issue bonds for

the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the MUD and the payment of organization expenses, operation expenses during construction and interest during construction; and
4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the MUD may not provide retail or wholesale water or wastewater services.

This SECTION 7.1(b) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT."

Section 2. No Other Amendments. Subject to the amendments contained in this Second Amendment, all provisions of the Development Agreement, as amended by the First Amendment, remain in full force and effect.

Section 3. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

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Attachment: 2020.002.010a - Second Amendment to DA - Uptown MFM 5.3.22 (Second Amendment to Uptown Development Agreement- Uptown

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

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM

By: _____
Julie Fort, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2022, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: 2020.002.010a - Second Amendment to DA - Uptown MFM 5.3.22 (Second Amendment to Uptown Development Agreement- Uptown

OWNER:

UPTOWN CELINA PARTNERS L.P.,
a Texas limited partnership

By: Uptown Celina Partners GP, LLC,
a Texas limited liability company
its general partner

By: _____
Name: Ryan W. Griffin
Title: Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 2022, by Ryan W. Griffin, Manager of Uptown Celina Partners GP, LLC, a Texas limited liability company, general partner of Uptown Celina Partners L.P., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: 2020.002.010a - Second Amendment to DA - Uptown MFM 5.3.22 (Second Amendment to Uptown Development Agreement- Uptown

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Third Amendment to La Terra Development Agreement- Qualico Developments, Inc

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

Background Information:
On November 12, 2019 the City and the original Developer entered into a development agreement establishing a municipal utility district that provided a cap of $100,000,000 on infrastructure bonds. Since this time, the property has been acquired by Qualico Developments, Inc. Due to economic conditions and rising cost of construction materials, Qaulico Developments, Inc. requests the Agreement be amended to remove the cap on infrastructure bonds. No other changes are proposed with this amendment.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has reviewed and approved the amended agreement.

Supporting Documents:
Third Amendment to La Terra Development Agreement- Qualico Developments, Inc

Staff Recommendation:
Staff recommends approval

Attachment: 2019.006.006a - Third Amendment to DA - La Terra MFM 5.3.22 (Third Amendment to La Terra Development Agreement- Qualico

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (this "Third Amendment") is made and entered into by and between the City of Celina, Texas (the "City") and Qualico Developments (U.S.), Inc., a Delaware corporation (the "Owner"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Third Amendment (the "Effective Date").

RECITALS

WHEREAS, the City and Point Land & Development, LLC, a Texas limited liability company ("PLD") previously entered into that certain Development Agreement, effective November 18, 2019, recorded in the Official Public Records of Collin County as Instrument No. 20191121001488120 (the "Development Agreement"), as assigned by PLD to Horizon Celina Partners LLC, a Texas limited liability company ("Horizon Celina Partners"), governing the development of approximately 108 acres of land (the "Property"), as described in **Exhibit A** and depicted on **Exhibit B** of the Development Agreement; and

WHEREAS, the City and Horizon Celina Partners entered into that First Amendment to Development Agreement, effective February 2, 2021; and

WHEREAS, Horizon Celina Partners assigned the Development Agreement to the Owner pursuant to that certain Assignment of Development Agreement, effective September 22, 2021; and

WHEREAS, the City and the Owner entered into that certain Second Amendment to Development Agreement, effective January 11, 2022; and

WHEREAS, the City and the Owner now desire to amend the Development Agreement for the purposes set forth in this Third Amendment; and

WHEREAS, this Third Amendment is entered into pursuant to Section 212.172 of the Texas Local Government Code and other laws and the Owner and the City are proceeding in reliance of the enforceability of this Third Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the City and the Owner set forth in this Third Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

AGREEMENT

Section 1. Special District Financing. Section 7.1(b) of the Development Agreement, as amended by the First Amendment, is hereby amended and replaced in its entirety to read as follows:

"(b) Bonds issued by the MUD shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City. The MUD may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the MUD and the payment of organization expenses, operation expenses during construction and interest during construction; and
4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the MUD may not provide retail or wholesale water or wastewater services.

This SECTION 7.1(b) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT."

Section 2. No Other Amendments. Subject to the amendments contained in this Third Amendment, all provisions of the Development Agreement, as amended by the First Amendment and Second Amendment, remain in full force and effect.

Section 3. 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.

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Attachment: 2019.006.006a - Third Amendment to DA - La Terra MFM 5.3.22 (Third Amendment to La Terra Development Agreement- Qualico

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

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM

By: _____
Julie Fort, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2022, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: 2019.006.006a - Third Amendment to DA - La Terra MFM 5.3.22 (Third Amendment to La Terra Development Agreement- Qualico

OWNER:

QUALICO DEVELOPMENTS (U.S.), INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 2022, by _____, _____ of Qualico Developments (U.S.), Inc., a Delaware corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: 2019.006.006a - Third Amendment to DA - La Terra MFM 5.3.22 (Third Amendment to La Terra Development Agreement- Qualico

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Fifth Amendment to Northside at Rollertown Development Agreement- RCI-Celina 115 L.P.

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

Background Information:
On December 12, 2019 the City and the Developer entered into a development agreement establishing a municipal utility district (Uptown Municipal Utility District) that provided a cap of $100,000,000 on infrastructure bonds. Due to economic conditions and rising cost of construction materials, RCI-Celina 115 L.P. requests the Agreement be amended to remove the cap on infrastructure bonds. No other changes are proposed with this amendment.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has reviewed and approved the amended agreement.

Supporting Documents:
Fifth Amendment to Rollertown Development Agreement- RCI-Celina 115 L.P.

Staff Recommendation:
Staff recommends approval

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Fifth Amendment to Development Agreement (this "Fifth Amendment") is made and entered into by and between the City of Celina, Texas (the "City") and RCI-Celina 115, LP, a Texas limited partnership (the "Owner"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Fifth Amendment (the "Effective Date").

RECITALS

WHEREAS, the City and RCI-Celina 115, LLC, a Texas limited liability company ("RCI LLC"), previously entered into that certain Development Agreement, effective December 12, 2019, recorded in the Official Public Records of Collin County as Instrument No. 20191219001619930 (the "Development Agreement"), as assigned by RCI LLC to the Owner, governing the development of approximately 130 acres of land (the "Property"), as described in **Exhibit A** and depicted on **Exhibit B** of the Development Agreement; and

WHEREAS, the City and the Owner entered into that certain First Amendment to Development Agreement, effective June 15, 2020; and

WHEREAS, the City and the Owner entered into that certain Second Amendment to Development Agreement, effective January 26, 2021; and

WHEREAS, the City and the Owner entered into that certain Third Amendment to Development Agreement, effective August 5, 2021; and

WHEREAS, the City and the Owner entered into that certain Fourth Amendment to Development Agreement, effective November 9, 2021; and

WHEREAS, the Owner and the City now desire to amend the Development Agreement for the purposes set forth in this Fifth Amendment; and

WHEREAS, this Fifth Amendment is entered into pursuant to Section 212.172 of the Texas Local Government Code and other laws and the Owner and the City are proceeding in reliance of the enforceability of this Fifth Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the City and the Owner set forth in this Fifth Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

Attachment: 2019.007.010a - Fifth Amendment to DA - Rollertown MFM 5.3.22 (Fifth Amendment to Northside at Rollertown Development

AGREEMENT

Section 1. Special District Financing. Section 7.1(b) of the Development Agreement, as amended by the Second Amendment, is hereby amended and replaced in its entirety to read as follows:

"(b) Bonds issued by the MUD shall have a maximum maturity of 30 years for any one series of bonds, unless otherwise agreed to by the City. The MUD may issue bonds for the purchase, construction, acquisition, repair, extension and improvement of capital infrastructure, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

1. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
2. Collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
3. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the MUD and the payment of organization expenses, operation expenses during construction and interest during construction; and
4. Construct, acquire, improve, maintain and operate paved roads or other improvements in aid of the roads; however, the MUD may not provide retail or wholesale water or wastewater services.

This SECTION 7.1(b) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT."

Section 2. No Other Amendments. Subject to the amendments contained in this Fifth Amendment, all provisions of the Development Agreement, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, remain in full force and effect.

Section 3. Counterparts. This Fifth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Attachment: 2019.007.010a - Fifth Amendment to DA - Rollertown MFM 5.3.22 (Fifth Amendment to Northside at Rollertown Development

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

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM

By: _____
Julie Fort, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2022, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: 2019.007.010a - Fifth Amendment to DA - Rollertown MFM 5.3.22 (Fifth Amendment to Northside at Rollertown Development

OWNER:

RCI-CELINA 115, LP,
a Texas limited partnership

By: RCI-Celina 115 GP LLC,
a Texas limited liability company
its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 2022, by _____, _____ of RCI-Celina 115 GP LLC, a Texas limited liability company, General Partner of RCI-Celina 115, LP, a Texas limited partnership on behalf of said limited partnership.

_____
Notary Public in and for the State of Texas

(SEAL)

Attachment: 2019.007.010a - Fifth Amendment to DA - Rollertown MFM 5.3.22 (Fifth Amendment to Northside at Rollertown Development

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Amendment to DIP Agreement- Gran Sweet, LLC (Granny's Sweeties)

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

Background Information:
On September 30, 2021 the City and the Developer (Gran Sweet, LLC) entered into a economic development incentive agreement in conjunction with the Celina Economic Development Corporation (CEDC). The agreement provides a grant for improvements to a 2,100 square foot structure on the property described in the agreement for a bakery. This amendment extends the commencement of construction to July 15, 2022 and the completion of construction of the facility improvements to occur no later than March 15, 2023. No other changes are proposed with this amendment; below are the contribution details stated in the agreement.

- The Developer has represented that it will be spending a minimum of $400,000 on facility improvements.

- The City will contribute an amount not to exceed $25,000 towards the cost of the facility improvements.

- CEDC will contribute an amount not to exceed $100,000 towards the cost of the facility improvements.

- The economic development incentive grants will be paid to the Developer according to the following installments:

First installment: payment of $12,500 of the City Grant and the payment of $25,000 of the CEDC Grant.

Second installment: payment of $12,500 of the City Grant (final) and payment of $25,000 of the CEDC Grant.

Third installment: payment of $25,000 of the CEDC Grant.

Fourth installment: payment of $25,000 of the CEDC Grant (final).

Board Review/Citizen Input:

CEDC voted to approve this amendment at their April 5, 2022 Board Meeting.

Alternatives:
N/A

Financial Considerations:
The City will contribute an amount not to exceed $25,000 towards the cost of the facility improvements.

Legal Review:
The City Attorney has reviewed and approved the amended agreement.

Supporting Documents:
Amendment to DIP Agreement- Gran Sweet, LLC (Granny's Sweeties)

Staff Recommendation:
Staff recommends approval

Attachment: First Amendment to Incentive Agreement (Granny Sweeties) v1 C.S. clean 4.20.22 (Amendment to DIP Agreement- Gran Sweet,

FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("First Amendment") is made and entered into this ___ day of _____, 2022 (the "Effective Date"), by and between the City of Celina, Texas (the "City"), the Celina Economic Development Corporation (the "CEDC"), and Gran Sweet, LLC (the "Developer")(each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, on September 30, 2021, the Parties entered into that certain Economic Development Incentive Agreement ("Agreement"), attached hereto as **Exhibit A** and incorporated herein, which addressed the City and CEDC's economic development grant contributions to the costs of the Developer's remodel of a 2,100-foot structure on property described in the Agreement for a multi-service bakery (the "Facility"); and

WHEREAS, the Parties desire to amend the deadline required for Commencement of Construction and Completion of Construction of the Facility, as provided by the Agreement, and the deadline for approval of plans.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, covenant and agree as follows:

1. Development Agreement Remains in Full Force and Effect. 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. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control. The Parties acknowledge that this First Amendment amends certain deadlines for completion of certain Developer obligations. The Parties acknowledge and agree that, only with respect to the amendments made herein, such deadlines shall be amended without default or breach of the Agreement by Developer for failure to meet the original deadlines by the Effective Date of this First Amendment.

2. Amendments.

2.1 Article III "Projects", Section 3.1, Subsections (a) and (b) of the Agreement shall be replaced in their entirety by the following, with additions indicated by underline, and deletions indicated by strikethrough:

"3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause to be designed and constructed, the Facility Improvements in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of

Construction of the Facility Improvements to occur not later than ~~November 15, 2021~~ July 15, 2022, and subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than ~~March 15, 2022~~ March 15, 2023."

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit "B"**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations, and landscaping plan for the Facility not later than ~~October 15, 2021~~ July 15, 2022. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards, and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least $400,000 on Facility Improvements."

3. Binding Obligation. This First Amendment shall become a binding obligation of the signatories upon execution by all signatories hereto. The City and the CEDC warrant and represent that the individuals executing this First Amendment on behalf of the City and the CEDC have full authority to execute this First Amendment and bind the City and the CEDC to the same. Developer warrants and represents that the individual executing this First Amendment on its behalf has full authority to execute this First Amendment and bind it to the same.

4. Severability. In the event any provision of this First Amendment shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this First 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 First Amendment shall, to the extent reasonably possible, remain in force as to the balance of its provisions and be interpreted to give effect to the intent of the Parties.

5. Notices. Any notices required or permitted to be delivered hereunder shall be delivered in accordance with the terms provided by Section 6.5 of the Agreement.

Attachment: First Amendment to Incentive Agreement (Granny Sweeties) v1 C.S. clean 4.20.22 (Amendment to DIP Agreement- Gran Sweet,

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

CITY OF CELINA, TEXAS

By: _____
Name: Jason Laumer
Title: City Manager

CELINA ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Kyle Rose
Title: President, Celina Economic Development Corporation

GRAN SWEET, LLC

By: _____
Name: Michelle Everson
Title: Manager

Attachment: First Amendment to Incentive Agreement (Granny Sweeties) v1 C.S. clean 4.20.22 (Amendment to DIP Agreement- Gran Sweet,

Exhibit A
Economic Development Incentive Agreement

(see next page)

Attachment: First Amendment to Incentive Agreement (Granny Sweeties) v1 C.S. clean 4.20.22 (Amendment to DIP Agreement- Gran Sweet,

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: DIP Agreement- Swirls Bakery, LLC (Swirls Bakery)

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

Background Information:
This Economic Development Incentive Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City"), Celina Economic Development Corporation (the "CEDC"), and Swirls Bakery, LLC (the "Developer"). Developer is the tenant of a portion of the real property which consists of an approximately 768 square foot building and some surrounding land, Celina Original Donation, Block 6, Lot 24D & W 10 Feet of Lot 25D, in Celina, Collin County, Texas, generally located at 201 W. Walnut Street, Celina, Texas 75009 (the "Property").

- The Developer has represented that it will be spending a minimum of $100,000 on the facility improvements.

- The City will contribute an amount not to exceed $25,000 towards the cost of the facility improvements**.**

- CEDC will contribute an amount not to exceed $25,000 towards the cost of the facility improvements.

The economic development incentive grants will be paid to the Developer according to the following installments:

First installment: payment of $12,500 of the City Grant and the payment of $12,500 of the CEDC Grant.

Second installment: payment of $12,500 of the City Grant and second payment of $12,500 of the CEDC Grant.

City agrees to waive all fees imposed by the City related to development of the facility improvements.

Board Review/Citizen Input:
CEDC voted to approve this incentive agreement at their May 3, 2022 Board Meeting.

Alternatives:
N/A

Financial Considerations:
The City will contribute an amount not to exceed $25,000 towards the cost of the facility improvements**.**

Legal Review:
The City Attorney has reviewed and approved the incentive agreement.

Supporting Documents:
DIP Agreement- Swirls Bakery, LLC (Swirls Bakery)

Staff Recommendation:
Staff recommends approval

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
SWIRLS BAKERY, LLC

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

W I T N E S S E T H:

WHEREAS, Developer is the tenant of a portion of the real property described in **Exhibit "A"**, which consists of an approximately 768 square foot building and some surrounding land, Celina Original Donation, Block 6, Lot 24D & W 10 Feet of Lot 25D, in Celina, Collin County, Texas, generally located at 201 W. Walnut Street, Celina, Texas 75009 (the "Property").

WHEREAS, the Developer intends to construct a multi-service bakery on the Property, more fully described in the submittals filed by Developer with the City, in order to obtain one or more building permits (hereinafter defined as the "Facility"); and

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

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

WHEREAS, the Developer has represented that it will be spending a minimum of $100,000 on the Facility Improvements and that it projects annual taxable sales consistent with the chart attached hereto as **Exhibit "C"**; and

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

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

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

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

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

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

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

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

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

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

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

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

Article I
Definitions

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

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

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

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

"Facility Improvements" shall have the meaning ascribed in the Recitals above.

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

"Grants" shall collectively mean (i) the CEDC Grant; and (ii) the City Grant for a total of fifty thousand and no/100 dollars ($50,000.00).

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

"Job Compliance Affidavit" shall have the meaning ascribed in Section 3.3.

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

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

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

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

Article II
Term

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

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause to be designed and constructed, the Facility Improvements in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Facility Improvements to occur not later than January 1, 2023, and subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than January 1, 2024.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit "B"**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations, and landscaping plan for the Facility not later than one hundred and eighty (180) days from the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least $100,000 on Facility Improvements.

3.2 Facility Improvements Project. (a) Cost Participation. The City agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the City Grant. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the CEDC Grant. The initial payment of $12,500 of the City Grant and the initial payment of $12,500 of the CEDC Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC's receipt of the Payment Request; and (ii) issuance of a certificate of occupancy from the City for the Facility Improvements. The second and final payment of $12,500 of the City Grant and second payment of $12,500 of the CEDC Grant shall be paid one year after the date of the initial payments, respectively, if there is an ongoing business in the Facility that is generating taxable sales that are within at least 25% of the projected Year 1 Annual Taxable Sales depicted in **Exhibit "C**". Additionally, the City agrees to waive all fees imposed by the City related to development of the Facility Improvements.

(b) Facility Improvement Cost Verification. Following Completion of Construction of the Facility Improvements, but not later than thirty (30) days after Completion of Construction of the Facility Improvements, Developer shall submit to the City and the CEDC the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construct the Facility Improvements, and such other records as the City and CEDC may reasonably request to verify such the final actual costs are at least $100,000 on Facility

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

Improvements (the "Expenditure Information"). The City and CEDC shall verify the Expenditure Information, Job Compliance Affidavit and annual taxable sales within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information, Job Compliance Affidavit and/or annual taxable sales.

3.3 Job Creation. At the time of the issuance of a certificate of occupancy from the City for the Facility, Developer shall directly employ at least two (2) full-time equivalent employees at the Facility and shall maintain such level of employment during the Term of this Agreement. With each Payment Request submitted by Developer to CEDC under this Agreement, Developer shall provide affidavits certifying the Developer's compliance with the foregoing employment requirement in the form attached hereto as **Exhibit "D"** (the "Job Compliance Affidavit"), and, upon request by the CEDC, Developer shall also provide the CEDC with any and all necessary documentation to verify its compliance with the job creation and retention obligations under this Agreement.

Article IV
Conditions to Grant Payments

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

(a) Payment Request. Developer shall have timely provided the City and the CEDC with the Payment Request, which includes the Expenditure Information. The City and CEDC are entitled to verify the Expenditure Information before the Grant is paid.

(b) Job Creation. Developer shall be in compliance with the job creation requirement described by Section 3.3, and shall have submitted a Job Compliance Affidavit, in the form provided at **Exhibit "D"** with the Payment Request.

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

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

(e) Certificate of Occupancy. Developer shall have timely received a Certificate of Occupancy for the Facility.

(f) Expenditure Information. Developer timely submits the Expenditure Information to the CEDC and the CEDC verifies that Developer incurred costs of at least $100,000 on the Facility Improvements.

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

(g) Celina Chamber of Commerce. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement. The City and the CEDC shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.

(h) Annual Taxable Sales Information. Developer shall have achieved the annual taxable sales amounts required by Section 3.2**.**

(i) Soft Opening. Developer agrees to allow the CEDC to participate in and market Developer's soft opening of the Facility.

Article V
Termination

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

(a) by mutual written agreement of all the Parties;
(b) by the City and/or the CEDC, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(c) by the City or the CEDC, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
(d) by the City or the CEDC if the Developer suffers an event of Bankruptcy or Insolvency;
(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
(f) by the City or CEDC immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;
(g) by the City or CEDC, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or
(h) by the City or CEDC immediately upon the filing by Developer of any lawsuit against the City or CEDC.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City and/or the CEDC may, at their option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the CEDC from the Developer,

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City and/or the CEDC has been reduced to judgment by a court. If the City and/or the CEDC exercise this right of offset, the City and/or the CEDC (as applicable) shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City and/or the CEDC, and (iii) what other debts were paid and in what amounts.

Article VI
Miscellaneous

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

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

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

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

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

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

If intended for City, to:

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

If intended for CEDC, to:

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

If intended for Developer, to:

Swirls Bakery, LLC
Attn: Kim Wickliffe
1805 Wayne Lane
Celina, TX 75009

With Copy to:

_____
_____
_____

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

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

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

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

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

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

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

6.17 Report Agreement to Comptroller's Office. City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

EXECUTED on be effective the ___ day of _____, 2022.

(signatures on next page)

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

CELINA ECONOMIC DEVELOPMENT CORP.

By:_____
_____, President

SWIRLS BAKERY, LLC

By:_____
_____, Manager

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

EXHIBIT "A"
Property Description

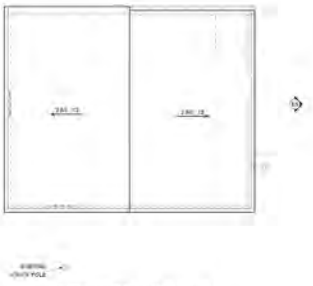
Celina Original Donation, Block 6, Lot 24D & W 10 Feet of Lot 25D, in Celina, Collin County, Texas

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

EXHIBIT "B"
CONCEPT PLAN

	LAYOUT PAGE TABLE
PG #	TITLE
1	COVER
2	AS-BUILT PLAN
3	MEASUREMENT
4	RENOVATION PLAN (STUDY)
5	RENOVATION PLAN (CONST)
6	RENOVATED ELECTRIC PLAN
7	COUNTER ELEVATIONS
8	RENDER - FRONT
9	RENDER - FOH 1
10	RENDER - FOH 2
11	RENDER - KITCHEN 1
12	RENDER - KITCHEN 2

Swirls Bakery
SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
COVER
1



AS-BUILT ROOF | 1/4 IN = 1 FT

AS-BUILT FLOORPLAN | 1/4 IN = 1 FT

Swirls Bakery
SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
AS-BUILT PLAN
2

AS-BUILT LEFT SIDE ELEVATION
1/4 IN = 1 FT

AS-BUILT FRONT ELEVATION
1/4 IN = 1 FT

AS-BUILT RIGHT SIDE ELEVATION
1/4 IN = 1 FT

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

ROOF PLAN

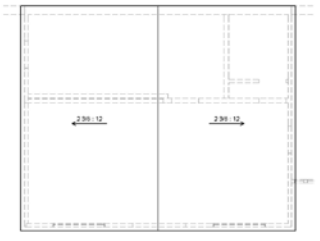
MEASUREMENT VIEW
1/4 IN = 1 FT

LEFT SIDE ELEVATION
1/4 IN = 1 FT

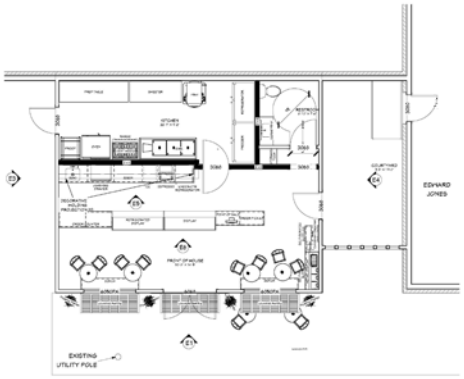
FRONT ELEVATION
1/4 IN = 1 FT

RIGHT SIDE ELEVATION
1/4 IN = 1 FT

SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
MEASUREMENT
3



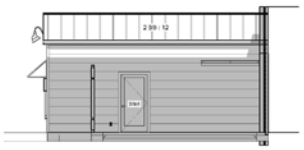
ROOF PLAN



RENOVATED FLOORPLAN
1/4 IN = 1 FT

LEFT SIDE ELEVATION
1/4 IN = 1 FT

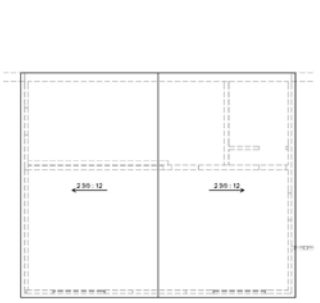
FRONT ELEVATION
1/4 IN = 1 FT



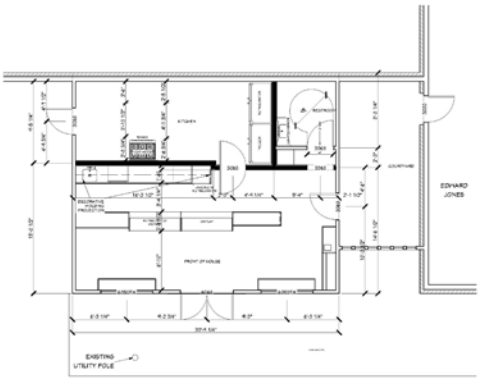
RIGHT SIDE ELEVATION
1/4 IN = 1 FT

SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
RENOVATION PLAN (STUDY)
4

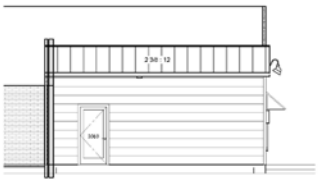
Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))



ROOF PLAN



RENOVATED FLOORPLAN
1/4 IN = 1 FT

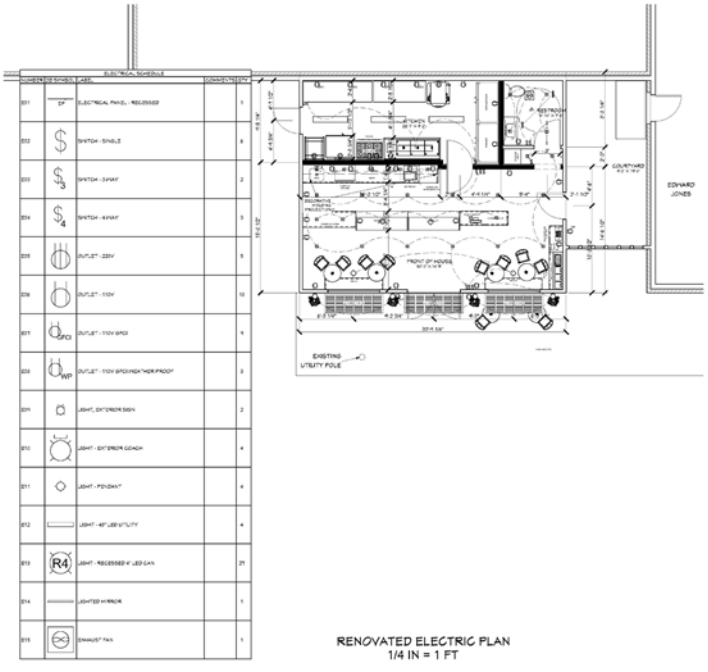


LEFT SIDE ELEVATION
1/4 IN = 1 FT

FRONT ELEVATION
1/4 IN = 1 FT

RIGHT SIDE ELEVATION
1/4 IN = 1 FT

Swirls Bakery
SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
RENOVATION PLAN (CONST)
REVISED 3/4/2022
SHEET 5 of 12

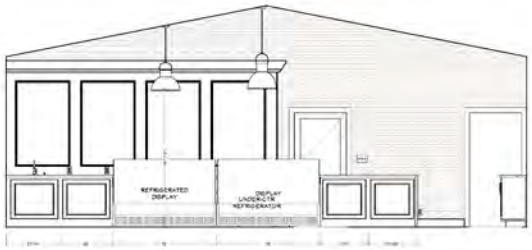


RENOVATED ELECTRIC PLAN
1/4 IN = 1 FT

Swirls Bakery
SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
RENOVATED ELECTRIC PLAN
REVISED 3/4/2022
SHEET 6 of 12

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

E5: BACK COUNTER ELEVATION
1/2 IN = 1 FT



E6: FRONT COUNTER ELEVATION
1/2 IN = 1 FT

SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
COUNTER ELEVATIONS
7

SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
RENDER - FRONT
8

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
RENDER - FOH 1
9

SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
RENDER - FOH 2
10

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
RENDER - KITCHEN 1
11

SWIRLS BAKERY
201 W. WALNUT STREET | CELINA, TX 75009
RENDER - KITCHEN 2
12

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

Exhibit "C"
Annual Taxable Sales Projections

Celina Market Projections - 5 year Plan

Name of Business	Swirls Bakery

Total Taxable Sales

	Year 1	Year 2	Year 3	Year 4	Year 5
Projection	$125,000	$131,250	$138,000	$145,000	$152,250

Year 1 Monthly *

Month	Projection
M-1	$9,600
M-2	$9,200
M-3	$12,000
M-4	$13,000
M-5	$14,400
M-6	$8,200
M-7	$8,200
M-8	$9,600
M-9	$10,800
M-10	$10,800
M-11	$9,600
M-12	$9,600
Year 1	

*Based on a projected late summer opening. Total remains the same but by month will fluctuate based on month of opening, as holidays are our busiest time of year

Total Employee Counts

	Year 1	Year 2	Year 3	Year 4	Year 5
Projection	$125,000	$131,250	$138,000	$145,000	$152,250
Part Time	4	5	6	6	7
Full Time	2	3	3	3	3
Totals	6	8	9	9	10

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

EXHIBIT "D"
Job Compliance Affidavit

STATE OF TEXAS §
§
COUNTY OF COLLIN §

On this day personally appeared _____, a person known to me, who being duly sworn stated as follows:

1. "My name is _____, I am over the age of 21, have never been convicted of a felony, and am fully competent to testify to the truth of the matters stated herein. Each and every statement contained herein is based upon my personal knowledge and is true and correct.

2. I am the _____ of SWIRLS BAKERY, LLC, and am duly authorized to make this affidavit on behalf of SWIRLS BAKERY, LLC.

3. SWIRLS BAKERY, LLC directly employs at least ___ full-time equivalent jobs at 201 W. Walnut St., Celina, Texas.

Further Affiant sayeth not.

_____
Printed Name: _____

Sworn and subscribed to before me this the _____ day of _____, 202_.

_____
Notary Public in and for the State of Texas

Attachment: 26671 (DIP Agreement- Swirls Bakery, LLC (Swirls Bakery))

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Neighborhood Integrity Program Grant- Carter Ranch HOA

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

Background Information:
The City of Celina's Neighborhood Integrity Program (NIP) provides grants to support Celina neighborhood groups in initiatives for the public benefit. The City has adopted the Neighborhood Integrity Program Guidelines to provide grants for beautification of publicly visible, dedicated common areas and the Homeowner Association has submitted a complete application for a grant under the Guidelines. The program seeks creative and sustainable projects that enhance the physical and aesthetic conditions of the City's neighborhoods, increase the City's unique identity, and/or increase the quality of life for its residents.

Carter Ranch Homeowners Association submitted an application for playground improvements for a common area within the subdivision (reference Exhibit "B" of the agreement). The City has evaluated the proposal and found that it meets the requirements for the Neighborhood Integrity Program by promoting neighborhood revitalization and creating a sustainable project that enhances the physical aesthetics, thus increasing the unique identity and quality of life for its residents.

- The Homeowners Association has represented that it will be spending a minimum of $75,000 on playground improvements.

- The City will contribute an amount not to exceed $50,000 towards the cost of playground improvements.

NOTE- This agreement is in draft form, City Council is giving the City Manager authority to continue negotiations and execute on behalf of the City.

Board Review/Citizen Input:
N/A

Alternatives:

N/A

Financial Considerations:
The City will contribute an amount not to exceed $50,000 towards the cost of playground improvements.

Legal Review:
The City Attorney has reviewed and approved the agreement.

Supporting Documents:
Neighborhood Integrity Program Grant Agreement

Staff Recommendation:
Staff recommends approval

DRAFT

NEIGHBORHOOD INTEGRITY PROGRAM GRANT AGREEMENT

Grant Recipient: Carter Ranch of Celina Homeowner Association (hereinafter called "Homeowner Association")

This Neighborhood Integrity Program Grant Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City") and Homeowner Association (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Homeowner Association is the owner in possession of the real property described in **Exhibit "A"** (the "Property"), generally located within the Carter Ranch of Celina Subdivision, Celina, Texas (reference **Exhibit "B"** for specific location); and

WHEREAS, The City has adopted the Neighborhood Integrity Program Guidelines (as they may be subsequently amended, the "Guidelines") to provide grants for beautification of publicly visible, dedicated common areas and the Homeowner Association has submitted a complete application for a grant under the Guidelines; and

WHEREAS, the Homeowner Association has advised the City that a contributing factor that would induce the Homeowner Association to undertake the beautification project is to receive a grant as set forth in this Agreement; and

WHEREAS, Homeowner Association will be completing the beautification improvements set forth and described in **Exhibit "B"** (the "Improvements"); and

WHEREAS, the City desires to encourage new and expanded common area amenities that create sustainable projects that enhance the physical and aesthetic conditions of the City's neighborhoods, increase the unique identity, and/or increase the quality of life for its residents; and

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

WHEREAS, the City has determined that making a grant to the Homeowner Association in accordance with this Agreement is in accordance with the City's Neighborhood Integrity Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote neighborhood revitalization in the City; and

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

Attachment: CARTER RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Carter Ranch HOA)

Article I
Definitions

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

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

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

"City Grant" shall mean a neighborhood revitalization grant to pay for or defray a portion of the final verified costs to design and construct the Improvements not to exceed 50,000 and no/100 dollars ($50,000.00), to be paid as set forth herein.

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

"Completion of Construction" shall mean that (i) construction and/or installation of the Improvements have been substantially completed, (ii) the City has inspected and approved the Improvements, and (iii) the City has issued a final certificate of occupancy for the Property, if applicable.

"Effective Date" shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

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

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

"Homeowner Association" shall have the meaning ascribed at the top of page 1.

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

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

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

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

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

Article II
Term

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

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Homeowner Association shall design and construct, or cause the Improvements to be designed and constructed, in accordance with this Agreement. Homeowner Association shall, subject to events of Force Majeure, cause Commencement of Construction of the Improvements to occur not later than September 1, 2022, and subject to events of Force Majeure, cause Completion of Construction of the Improvements to occur not later than 12 months after the Commencement of Construction.

(b) Construction of the Improvements. The Homeowner Association shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and/or landscaping plan as required by the City for the Improvements not later than ninety (90) days after the Effective Date. The Improvements shall be constructed and operated in accordance with any site plan, building/structure elevations, and landscape plan approved by the City. Homeowner Association agrees that materials and finish-out used for the Improvements shall be substantially similar to the description and/or depiction in **Exhibit "B"**. Homeowner Association agrees that construction and/or installation shall be in conformance with the most

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recently adopted building codes of the City and that permits will be acquired, if required by City ordinance, before Commencement of Construction. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Homeowner Association represents that it will spend at least $75,000 on the Improvements.

(c) Permit Fees. Assuming Homeowner Association is required to obtain a permit and then timely applies for a permit for the Improvements that conform to the requirements of paragraph 3.1(b) above, the City will waive the permit fees normally charged by the City.

3.2 Improvements Project. (a) Cost Participation. The City agrees to contribute to the final verified actual costs of the installation and/or construction of the Improvements through the payment of the City Grant. The payment of the City Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City's receipt and approval of the Payment Request, which must show at least $75,000 in total costs on the Improvements; (ii) Completion of Construction of the Improvements; (iii) the date of issuance of a final certificate of occupancy by the City for the Improvements, if applicable, and (iv) verification by the City of the final actual costs incurred and paid by the Homeowner Association for the installation and construction of the Improvements.

(b) Improvement Cost Verification. Following Completion of Construction of the Improvements, but not later than thirty (30) days after Completion of Construction of the Improvements, Homeowner Association shall submit to the City the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Improvements, and such other records as the City may reasonably request to verify such the final actual costs are at least $75,000 ("Expenditure Information"). The City shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City shall notify Homeowner Association, and Homeowner Association shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

3.3 Non-Alteration of Improvements. Homeowner Association shall not alter the Improvements within one (1) year after the date the City's building and code inspectors have confirmed in writing that the Improvements comply with all plans, approvals and permits issued in connection with the Improvements.

3.4 Maintenance of Improvements. Maintenance of Improvements shall by the sole responsibility of the Homeowner Association. Homeowner Association shall, at Homeowner Association's sole cost and expense, maintain all Improvements in the same or better condition existing as of the Completion of Construction for a minimum of five (5) years.

3.5 Repair of Partial Damage to Improvements. The Homeowner Association shall commence the repair of any partial damage to any Improvements within sixty (60) days after the damage and complete such repairs within one hundred and twenty (120) days after the damage for a minimum of five (5) years following Completion of Construction.

Attachment: CARTER RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Carter Ranch HOA)

3.6 Replacement of Improvements. Homeowner Association shall commence the replacement of any Improvements that are totally destroyed within ninety (90) days after the destruction and shall complete such replacement within one hundred and eighty (180) days after the destruction for a minimum of five (5) years following Completion of Construction.

3.7 Insurance. During the five (5) year period following Completion of Construction, Homeowner Association shall maintain casualty insurance covering the full replacement cost of all Improvements and shall provide insurance certificates evidencing such coverage to the City within thirty (30) days after request by the City.

Article IV
Conditions to Grant Payments

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

(a) Payment Request. Homeowner Association shall have timely provided the City with the Payment Request, which includes the Expenditure Information. The City is entitled to verify the Expenditure Information before the City Grant is paid.

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

(c) Certificate of Occupancy. Homeowner Association shall have timely received a Certificate of Occupancy for the Improvements, if required by City ordinance.

(d) Expenditure Information. Homeowner Association timely submits the Expenditure Information to the City and the City verifies that Homeowner Association incurred costs of at least $75,000 in installing and/or constructing the Improvements.

Article V
Termination, Remedies. and Recapture

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

(a) by mutual written agreement of all the Parties;
(b) by the City, if the Homeowner Association defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(d) by the City, if the Homeowner Association suffers an event of Bankruptcy or Insolvency;
(e) by any Party if any subsequent Federal or State legislation or any decision

Attachment: CARTER RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Carter Ranch HOA)

of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

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

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

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

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

5.3 City Remedy for Homeowner Association's Deviation from the Work. Any deviation in the Improvements without the prior written consent of the City may, in the City's sole discretion, result in the forfeiture by the Homeowner Association of the City Grant and in such event the City shall have the right to terminate this Agreement by written notice to the Homeowner Association and neither Party hereto shall have any further rights or obligations under this Agreement except for those that expressly survive the termination of this Agreement.

5.4 City Remedy for Homeowner Association's Alteration of the Improvements. If Homeowner Association alters any Improvements within one (1) year after the date the City's building and code inspectors have confirmed in writing that the Improvements comply with all plans, approvals and building permits issued in connection with the Improvements, without the prior written consent of the City, the Homeowner Association shall repay to the City all or a portion of the City Grant as determined by the City in the City's sole discretion, within thirty (30) days after written demand by the City. In the event the Homeowner Association fails to timely pay the sum demanded by the City pursuant to this Section 5.4, the Homeowner Association shall be in breach of this Agreement and the City shall have the right, without further demand or notice to the Homeowner Association, to exercise any and/or all rights and/or remedies available to the City pursuant to the laws of the State of Texas including, without limitation, institution of a suit in a court of competent jurisdiction, to collect such sum.

5.5 City Remedy for Homeowner Association's Failure to Maintain, Repair or

Attachment: CARTER RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Carter Ranch HOA)

Replace Improvements. If Homeowner Association fails to timely comply with the Homeowner Association's covenants to maintain, repair and/or replace improvements completed as part of the Work as more fully set forth in Sections 3.4, 3.5 or 3.6 of this Agreement, the Homeowner Association shall repay to the City all or a portion of the City Grant as determined by the City in the City's sole discretion, within thirty (30) days after written demand by the City. In the event the Homeowner Association fails to timely pay the sum demanded by the City pursuant to this Section 5.5, the Homeowner Association shall be in breach of this Agreement and the City shall have the right, without further demand or notice to the Homeowner Association, to exercise any and/or all rights and/or remedies available to the City pursuant to the laws of the State of Texas including, without limitation, institution of a suit in a court of competent jurisdiction, to collect such sum.

5.6 City's Additional Remedies. In addition to the remedies set forth in Sections 5.1, 5.2, 5.3, 5.4 and 5.5 above, in the event of a Homeowner Association default, the City shall have the right to terminate this Agreement by written notice to the Homeowner Association in which event neither Party hereto shall have any further rights or obligations hereunder except for those that expressly survive the termination of this Agreement and the City shall further have the right to exercise any and/or all other rights and remedies available to the City under this Agreement and/or pursuant to the laws of the State of Texas, provided, however, the City shall not be entitled to the recovery of consequential, punitive, exemplary or speculative damages.

5.7 Homeowner Association Remedy. Upon the occurrence of a City default, the Homeowner Association shall not have the right to terminate this Agreement. The City and the Homeowner Association acknowledge and agree that this Agreement is not a contract for goods or services and the City's immunity from suit is not waived pursuant to Subchapter I of Chapter 271, V.T.C.A., Local Government Code, as amended. Alternatively, if and only in the event a court of competent jurisdiction determines the City's immunity from suit is waived under Subchapter I of Chapter 271, V.T.C.A., Local Government Code, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) the total amount of damages, if any, awarded against the City shall be limited to actual damages in an amount not to exceed the amount of the City Grant;

(ii) the recovery of damages against the City shall not include consequential, punitive, exemplary, or speculative damages;

(iii) the Homeowner Association shall not recover attorney's fees; and

(iii) the Homeowner Association shall not be entitled to specific performance or injunctive relief against the City.

5.8 Survival. All terms, provisions, agreements, covenants, conditions, obligations, rights and remedies of each Party pursuant to this Article V shall expressly survive the expiration or termination of this Agreement.

Article VI

Attachment: CARTER RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Carter Ranch HOA)

Miscellaneous

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

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

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

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

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

If intended for City, to:

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

If intended for Homeowner Association, to:

_____

_____

Attachment: CARTER RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Carter Ranch HOA)

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

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

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

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

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

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

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

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

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

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

Attachment: CARTER RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Carter Ranch HOA)

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

EXECUTED on this _____ day of _____, 2022.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

[SIGNATURE BLOCK OF HOMEOWNER ASSOCIATION]

By:_____
Print Name:_____
Title:_____

Attachment: CARTER RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Carter Ranch HOA)

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EXHIBIT "A"
Property Description

Attachment: CARTER RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Carter Ranch HOA)

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EXHIBIT "B"
DETAILED DESCRIPTION AND/OR DEPICTION OF IMPROVEMENTS

Attachment: CARTER RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Carter Ranch HOA)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Neighborhood Integrity Program Grant- DC Ranch HOA

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

Background Information:
The City of Celina's Neighborhood Integrity Program (NIP) provides grants to support Celina neighborhood groups in initiatives for the public benefit. The City has adopted the Neighborhood Integrity Program Guidelines to provide grants for beautification of publicly visible, dedicated common areas and the Homeowner Association has submitted a complete application for a grant under the Guidelines. The program seeks creative and sustainable projects that enhance the physical and aesthetic conditions of the City's neighborhoods, increase the City's unique identity, and/or increase the quality of life for its residents.

DC Ranch Homeowners Association submitted an application for entry monument improvements within the subdivision (reference Exhibit "B" of the agreement). The City has evaluated the proposal and found that it meets the requirements for the Neighborhood Integrity Program by promoting neighborhood revitalization and creating a sustainable project that enhances the physical aesthetics, thus increasing the unique identity and quality of life for its residents.

- The Homeowners Association has represented that it will be spending a minimum of $40,000 on entry monument improvements.

- The City will contribute an amount not to exceed $25,000 towards the cost of entry monument improvements.

NOTE- This agreement is in draft form, City Council is giving the City Manager authority to continue negotiations and execute on behalf of the City.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
The City will contribute an amount not to exceed $25,000 towards the cost of landscape improvements.

Legal Review:
The City Attorney has reviewed and approved the agreement.

Supporting Documents:
Neighborhood Integrity Program Grant Agreement

Staff Recommendation:
Staff recommends approval

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NEIGHBORHOOD INTEGRITY PROGRAM GRANT AGREEMENT

Grant Recipient: DC Ranch of Celina Homeowner Association (hereinafter called "Homeowner Association")

This Neighborhood Integrity Program Grant Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City") and Homeowner Association (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Homeowner Association is the owner in possession of the real property described in **Exhibit "A"** (the "Property"), generally located within the DC Ranch of Celina Subdivision, Celina, Texas (reference **Exhibit "B"** for specific location); and

WHEREAS, The City has adopted the Neighborhood Integrity Program Guidelines (as they may be subsequently amended, the "Guidelines") to provide grants for beautification of publicly visible, dedicated common areas and the Homeowner Association has submitted a complete application for a grant under the Guidelines; and

WHEREAS, the Homeowner Association has advised the City that a contributing factor that would induce the Homeowner Association to undertake the beautification project is to receive a grant as set forth in this Agreement; and

WHEREAS, Homeowner Association will be completing the beautification improvements set forth and described in **Exhibit "B"** (the "Improvements"); and

WHEREAS, the City desires to encourage new and expanded common area amenities that create sustainable projects that enhance the physical and aesthetic conditions of the City's neighborhoods, increase the unique identity, and/or increase the quality of life for its residents; and

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

WHEREAS, the City has determined that making a grant to the Homeowner Association in accordance with this Agreement is in accordance with the City's Neighborhood Integrity Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote neighborhood revitalization in the City; and

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

Attachment: DC RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- DC Ranch HOA)

DRAFT

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

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"Completion of Construction" shall mean that (i) construction and/or installation of the Improvements have been substantially completed, (ii) the City has inspected and approved the Improvements, and (iii) the City has issued a final certificate of occupancy for the Property, if applicable.

"Effective Date" shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

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

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(b) Construction of the Improvements. The Homeowner Association shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and/or landscaping plan as required by the City for the Improvements not later than ninety (90) days after the Effective Date. The Improvements shall be constructed and operated in accordance with any site plan, building/structure elevations, and landscape plan approved by the City. Homeowner Association agrees that materials and finish-out used for the Improvements shall be substantially similar to the description and/or depiction in **Exhibit "B"**. Homeowner Association agrees that construction and/or installation shall be in conformance with the most

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recently adopted building codes of the City and that permits will be acquired, if required by City ordinance, before Commencement of Construction. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Homeowner Association represents that it will spend at least $40,000 on the Improvements.

(c) Permit Fees. Assuming Homeowner Association is required to obtain a permit and then timely applies for a permit for the Improvements that conform to the requirements of paragraph 3.1(b) above, the City will waive the permit fees normally charged by the City.

3.2 Improvements Project. (a) Cost Participation. The City agrees to contribute to the final verified actual costs of the installation and/or construction of the Improvements through the payment of the City Grant. The payment of the City Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City's receipt and approval of the Payment Request, which must show at least $40,000 in total costs on the Improvements; (ii) Completion of Construction of the Improvements; (iii) the date of issuance of a final certificate of occupancy by the City for the Improvements, if applicable, and (iv) verification by the City of the final actual costs incurred and paid by the Homeowner Association for the installation and construction of the Improvements.

(b) Improvement Cost Verification. Following Completion of Construction of the Improvements, but not later than thirty (30) days after Completion of Construction of the Improvements, Homeowner Association shall submit to the City the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Improvements, and such other records as the City may reasonably request to verify such the final actual costs are at least $40,000 ("Expenditure Information"). The City shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City shall notify Homeowner Association, and Homeowner Association shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

3.3 Non-Alteration of Improvements. Homeowner Association shall not alter the Improvements within one (1) year after the date the City's building and code inspectors have confirmed in writing that the Improvements comply with all plans, approvals and permits issued in connection with the Improvements.

3.4 Maintenance of Improvements. Maintenance of Improvements shall by the sole responsibility of the Homeowner Association. Homeowner Association shall, at Homeowner Association's sole cost and expense, maintain all Improvements in the same or better condition existing as of the Completion of Construction for a minimum of five (5) years.

3.5 Repair of Partial Damage to Improvements. The Homeowner Association shall commence the repair of any partial damage to any Improvements within sixty (60) days after the damage and complete such repairs within one hundred and twenty (120) days after the damage for a minimum of five (5) years following Completion of Construction.

Attachment: DC RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- DC Ranch HOA)

3.6 Replacement of Improvements. Homeowner Association shall commence the replacement of any Improvements that are totally destroyed within ninety (90) days after the destruction and shall complete such replacement within one hundred and eighty (180) days after the destruction for a minimum of five (5) years following Completion of Construction.

3.7 Insurance. During the five (5) year period following Completion of Construction, Homeowner Association shall maintain casualty insurance covering the full replacement cost of all Improvements and shall provide insurance certificates evidencing such coverage to the City within thirty (30) days after request by the City.

Article IV
Conditions to Grant Payments

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

(a) Payment Request. Homeowner Association shall have timely provided the City with the Payment Request, which includes the Expenditure Information. The City is entitled to verify the Expenditure Information before the City Grant is paid.

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

(c) Certificate of Occupancy. Homeowner Association shall have timely received a Certificate of Occupancy for the Improvements, if required by City ordinance.

(d) Expenditure Information. Homeowner Association timely submits the Expenditure Information to the City and the City verifies that Homeowner Association incurred costs of at least $40,000 in installing and/or constructing the Improvements.

Article V
Termination, Remedies. and Recapture

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

(a) by mutual written agreement of all the Parties;
(b) by the City, if the Homeowner Association defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(d) by the City, if the Homeowner Association suffers an event of Bankruptcy or Insolvency;

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(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

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

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

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

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

5.3 City Remedy for Homeowner Association's Deviation from the Work. Any deviation in the Improvements without the prior written consent of the City may, in the City's sole discretion, result in the forfeiture by the Homeowner Association of the City Grant and in such event the City shall have the right to terminate this Agreement by written notice to the Homeowner Association and neither Party hereto shall have any further rights or obligations under this Agreement except for those that expressly survive the termination of this Agreement.

5.4 City Remedy for Homeowner Association's Alteration of the Improvements. If Homeowner Association alters any Improvements within one (1) year after the date the City's building and code inspectors have confirmed in writing that the Improvements comply with all plans, approvals and building permits issued in connection with the Improvements, without the prior written consent of the City, the Homeowner Association shall repay to the City all or a portion of the City Grant as determined by the City in the City's sole discretion, within thirty (30) days after written demand by the City. In the event the Homeowner Association fails to timely pay the sum demanded by the City pursuant to this Section 5.4, the Homeowner Association shall be in breach of this Agreement and the City shall have the right, without further demand or notice to the Homeowner Association, to exercise any and/or all rights and/or remedies available to the City pursuant to the laws of the State of Texas including, without limitation, institution of a suit in a court of competent jurisdiction, to collect such sum.

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5.5 City Remedy for Homeowner Association's Failure to Maintain, Repair or Replace Improvements. If Homeowner Association fails to timely comply with the Homeowner Association's covenants to maintain, repair and/or replace improvements completed as part of the Work as more fully set forth in Sections 3.4, 3.5 or 3.6 of this Agreement, the Homeowner Association shall repay to the City all or a portion of the City Grant as determined by the City in the City's sole discretion, within thirty (30) days after written demand by the City. In the event the Homeowner Association fails to timely pay the sum demanded by the City pursuant to this Section 5.5, the Homeowner Association shall be in breach of this Agreement and the City shall have the right, without further demand or notice to the Homeowner Association, to exercise any and/or all rights and/or remedies available to the City pursuant to the laws of the State of Texas including, without limitation, institution of a suit in a court of competent jurisdiction, to collect such sum.

5.6 City's Additional Remedies. In addition to the remedies set forth in Sections 5.1, 5.2, 5.3, 5.4 and 5.5 above, in the event of a Homeowner Association default, the City shall have the right to terminate this Agreement by written notice to the Homeowner Association in which event neither Party hereto shall have any further rights or obligations hereunder except for those that expressly survive the termination of this Agreement and the City shall further have the right to exercise any and/or all other rights and remedies available to the City under this Agreement and/or pursuant to the laws of the State of Texas, provided, however, the City shall not be entitled to the recovery of consequential, punitive, exemplary or speculative damages.

5.7 Homeowner Association Remedy. Upon the occurrence of a City default, the Homeowner Association shall not have the right to terminate this Agreement. The City and the Homeowner Association acknowledge and agree that this Agreement is not a contract for goods or services and the City's immunity from suit is not waived pursuant to Subchapter I of Chapter 271, V.T.C.A., Local Government Code, as amended. Alternatively, if and only in the event a court of competent jurisdiction determines the City's immunity from suit is waived under Subchapter I of Chapter 271, V.T.C.A., Local Government Code, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) the total amount of damages, if any, awarded against the City shall be limited to actual damages in an amount not to exceed the amount of the City Grant;

(ii) the recovery of damages against the City shall not include consequential, punitive, exemplary, or speculative damages;

(iii) the Homeowner Association shall not recover attorney's fees; and

(iii) the Homeowner Association shall not be entitled to specific performance or injunctive relief against the City.

5.8 Survival. All terms, provisions, agreements, covenants, conditions, obligations, rights and remedies of each Party pursuant to this Article V shall expressly survive the expiration or termination of this Agreement.

Attachment: DC RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- DC Ranch HOA)

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Article VI
Miscellaneous

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

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

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

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

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

If intended for City, to:

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

If intended for Homeowner Association, to:

Attachment: DC RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- DC Ranch HOA)

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

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

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

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

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

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

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

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

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

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

Attachment: DC RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- DC Ranch HOA)

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

EXECUTED on this _____ day of _____, 2022.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

[SIGNATURE BLOCK OF HOMEOWNER ASSOCIATION]

By:_____
Print Name:_____
Title:_____

Attachment: DC RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- DC Ranch HOA)

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EXHIBIT "A"
Property Description

Attachment: DC RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- DC Ranch HOA)

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EXHIBIT "B"
DETAILED DESCRIPTION AND/OR DEPICTION OF IMPROVEMENTS

Attachment: DC RANCH NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- DC Ranch HOA)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Neighborhood Integrity Program Grant- Heritage HOA

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

Background Information:
The City of Celina's Neighborhood Integrity Program (NIP) provides grants to support Celina neighborhood groups in initiatives for the public benefit. The City has adopted the Neighborhood Integrity Program Guidelines to provide grants for beautification of publicly visible, dedicated common areas and the Homeowner Association has submitted a complete application for a grant under the Guidelines. The program seeks creative and sustainable projects that enhance the physical and aesthetic conditions of the City's neighborhoods, increase the City's unique identity, and/or increase the quality of life for its residents.

Heritage Homeowners Association submitted an application for landscape improvements for certain common areas within the subdivision (reference Exhibit "B" of the agreement). The City has evaluated the proposal and found that it meets the requirements for the Neighborhood Integrity Program by promoting neighborhood revitalization and creating a sustainable project that enhances the physical aesthetics, thus increasing the unique identity and quality of life for its residents.

- The Homeowners Association has represented that it will be spending a minimum of $50,000 on landscape improvements.

- The City will contribute an amount not to exceed $25,000 towards the cost of landscape improvements.

NOTE- This agreement is in draft form, City Council is giving the City Manager authority to continue negotiations and execute on behalf of the City.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
The City will contribute an amount not to exceed $25,000 towards the cost of landscape improvements.

Legal Review:
The City Attorney has reviewed and approved the agreement.

Supporting Documents:
Neighborhood Integrity Program Grant Agreement

Staff Recommendation:
Staff recommends approval

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NEIGHBORHOOD INTEGRITY PROGRAM GRANT AGREEMENT

Grant Recipient: Heritage of Celina Homeowner Association (hereinafter called "Homeowner Association")

This Neighborhood Integrity Program Grant Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City") and Homeowner Association (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Homeowner Association is the owner in possession of the real property described in **Exhibit "A"** (the "Property"), generally located within the Heritage of Celina Subdivision, Celina, Texas (reference **Exhibit "B"** for specific location); and

WHEREAS, The City has adopted the Neighborhood Integrity Program Guidelines (as they may be subsequently amended, the "Guidelines") to provide grants for beautification of publicly visible, dedicated common areas and the Homeowner Association has submitted a complete application for a grant under the Guidelines; and

WHEREAS, the Homeowner Association has advised the City that a contributing factor that would induce the Homeowner Association to undertake the beautification project is to receive a grant as set forth in this Agreement; and

WHEREAS, Homeowner Association will be completing the beautification improvements set forth and described in **Exhibit "B"** (the "Improvements"); and

WHEREAS, the City desires to encourage new and expanded common area amenities that create sustainable projects that enhance the physical and aesthetic conditions of the City's neighborhoods, increase the unique identity, and/or increase the quality of life for its residents; and

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

WHEREAS, the City has determined that making a grant to the Homeowner Association in accordance with this Agreement is in accordance with the City's Neighborhood Integrity Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote neighborhood revitalization in the City; and

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

Attachment: HERITAGE NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Heritage HOA)

Article I
Definitions

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

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

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

"City Grant" shall mean a neighborhood revitalization grant to pay for or defray a portion of the final verified costs to design and construct the Improvements not to exceed 25,000 and no/100 dollars ($25,000.00), to be paid as set forth herein.

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

"Completion of Construction" shall mean that (i) construction and/or installation of the Improvements have been substantially completed, (ii) the City has inspected and approved the Improvements, and (iii) the City has issued a final certificate of occupancy for the Property, if applicable.

"Effective Date" shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

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

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

"Homeowner Association" shall have the meaning ascribed at the top of page 1.

Attachment: HERITAGE NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Heritage HOA)

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

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

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

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

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

Article II
Term

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

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Homeowner Association shall design and construct, or cause the Improvements to be designed and constructed, in accordance with this Agreement. Homeowner Association shall, subject to events of Force Majeure, cause Commencement of Construction of the Improvements to occur not later than September 1, 2022, and subject to events of Force Majeure, cause Completion of Construction of the Improvements to occur not later than 12 months after the Commencement of Construction.

(b) Construction of the Improvements. The Homeowner Association shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and/or landscaping plan as required by the City for the Improvements not later than ninety (90) days after the Effective Date. The Improvements shall be constructed and operated in accordance with any site plan, building/structure elevations, and landscape plan approved by the City. Homeowner Association agrees that materials and finish-out used for the Improvements shall be substantially similar to the description and/or depiction in **Exhibit "B"**. Homeowner Association agrees that construction and/or installation shall be in conformance with the most

Attachment: HERITAGE NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Heritage HOA)

recently adopted building codes of the City and that permits will be acquired, if required by City ordinance, before Commencement of Construction. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Homeowner Association represents that it will spend at least $50,000 on the Improvements. The City acknowledges that the landscape improvements shown in Exhibit "B" are dependent upon seasonality and nursery availability.

(c) Permit Fees. Assuming Homeowner Association is required to obtain a permit and then timely applies for a permit for the Improvements that conform to the requirements of paragraph 3.1(b) above, the City will waive the permit fees normally charged by the City.

3.2 Improvements Project. (a) Cost Participation. The City agrees to contribute to the final verified actual costs of the installation and/or construction of the Improvements through the payment of the City Grant. The payment of the City Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City's receipt and approval of the Payment Request, which must show at least $50,000 in total costs on the Improvements; (ii) Completion of Construction of the Improvements; (iii) the date of issuance of a final certificate of occupancy by the City for the Improvements, if applicable, and (iv) verification by the City of the final actual costs incurred and paid by the Homeowner Association for the installation and construction of the Improvements.

(b) Improvement Cost Verification. Following Completion of Construction of the Improvements, but not later than thirty (30) days after Completion of Construction of the Improvements, Homeowner Association shall submit to the City the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Improvements, and such other records as the City may reasonably request to verify such the final actual costs are at least $50,000 ("Expenditure Information"). The City shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City shall notify Homeowner Association, and Homeowner Association shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

3.3 Non-Alteration of Improvements. Homeowner Association shall not alter the Improvements within one (1) year after the date the City's building and code inspectors have confirmed in writing that the Improvements comply with all plans, approvals and permits issued in connection with the Improvements.

3.4 Maintenance of Improvements. Maintenance of Improvements shall by the sole responsibility of the Homeowner Association. Homeowner Association shall, at Homeowner Association's sole cost and expense, maintain all Improvements in the same or better condition existing as of the Completion of Construction for a minimum of five (5) years.

3.5 Repair of Partial Damage to Improvements. The Homeowner Association shall

Attachment: HERITAGE NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Heritage HOA)

commence the repair of any partial damage to any Improvements within sixty (60) days after the damage and complete such repairs within one hundred and twenty (120) days after the damage for a minimum of five (5) years following Completion of Construction.

3.6 Replacement of Improvements. Homeowner Association shall commence the replacement of any Improvements that are totally destroyed within ninety (90) days after the destruction and shall complete such replacement within one hundred and eighty (180) days after the destruction for a minimum of five (5) years following Completion of Construction.

3.7 Insurance. During the five (5) year period following Completion of Construction, Homeowner Association shall maintain casualty insurance covering the full replacement cost of all Improvements and shall provide insurance certificates evidencing such coverage to the City within thirty (30) days after request by the City.

Article IV
Conditions to Grant Payments

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

(a) Payment Request. Homeowner Association shall have timely provided the City with the Payment Request, which includes the Expenditure Information. The City is entitled to verify the Expenditure Information before the City Grant is paid.

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

(c) Certificate of Occupancy. Homeowner Association shall have timely received a Certificate of Occupancy for the Improvements, if required by City ordinance.

(d) Expenditure Information. Homeowner Association timely submits the Expenditure Information to the City and the City verifies that Homeowner Association incurred costs of at least $50,000 in installing and/or constructing the Improvements.

Article V
Termination, Remedies. and Recapture

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

(a) by mutual written agreement of all the Parties;
(b) by the City, if the Homeowner Association defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice

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thereof;

(d) by the City, if the Homeowner Association suffers an event of Bankruptcy or Insolvency;

(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

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

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

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

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

5.3 City Remedy for Homeowner Association's Deviation from the Work. Any deviation in the Improvements without the prior written consent of the City may, in the City's sole discretion, result in the forfeiture by the Homeowner Association of the City Grant and in such event the City shall have the right to terminate this Agreement by written notice to the Homeowner Association and neither Party hereto shall have any further rights or obligations under this Agreement except for those that expressly survive the termination of this Agreement.

5.4 City Remedy for Homeowner Association's Alteration of the Improvements. If Homeowner Association alters any Improvements within one (1) year after the date the City's building and code inspectors have confirmed in writing that the Improvements comply with all plans, approvals and building permits issued in connection with the Improvements, without the prior written consent of the City, the Homeowner Association shall repay to the City all or a portion of the City Grant as determined by the City in the City's sole discretion, within thirty (30) days after written demand by the City. In the event the Homeowner Association fails to timely pay the sum demanded by the City pursuant to this Section 5.4, the Homeowner Association shall be in breach of this Agreement and the City shall have the right, without further demand or notice to the Homeowner Association, to exercise any and/or all rights and/or remedies available to

Attachment: HERITAGE NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Heritage HOA)

the City pursuant to the laws of the State of Texas including, without limitation, institution of a suit in a court of competent jurisdiction, to collect such sum.

5.5 City Remedy for Homeowner Association's Failure to Maintain, Repair or Replace Improvements. If Homeowner Association fails to timely comply with the Homeowner Association's covenants to maintain, repair and/or replace improvements completed as part of the Work as more fully set forth in Sections 3.4, 3.5 or 3.6 of this Agreement, the Homeowner Association shall repay to the City all or a portion of the City Grant as determined by the City in the City's sole discretion, within thirty (30) days after written demand by the City. In the event the Homeowner Association fails to timely pay the sum demanded by the City pursuant to this Section 5.5, the Homeowner Association shall be in breach of this Agreement and the City shall have the right, without further demand or notice to the Homeowner Association, to exercise any and/or all rights and/or remedies available to the City pursuant to the laws of the State of Texas including, without limitation, institution of a suit in a court of competent jurisdiction, to collect such sum.

5.6 City's Additional Remedies. In addition to the remedies set forth in Sections 5.1, 5.2, 5.3, 5.4 and 5.5 above, in the event of a Homeowner Association default, the City shall have the right to terminate this Agreement by written notice to the Homeowner Association in which event neither Party hereto shall have any further rights or obligations hereunder except for those that expressly survive the termination of this Agreement and the City shall further have the right to exercise any and/or all other rights and remedies available to the City under this Agreement and/or pursuant to the laws of the State of Texas, provided, however, the City shall not be entitled to the recovery of consequential, punitive, exemplary or speculative damages.

5.7 Homeowner Association Remedy. Upon the occurrence of a City default, the Homeowner Association shall not have the right to terminate this Agreement. The City and the Homeowner Association acknowledge and agree that this Agreement is not a contract for goods or services and the City's immunity from suit is not waived pursuant to Subchapter I of Chapter 271, V.T.C.A., Local Government Code, as amended. Alternatively, if and only in the event a court of competent jurisdiction determines the City's immunity from suit is waived under Subchapter I of Chapter 271, V.T.C.A., Local Government Code, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) the total amount of damages, if any, awarded against the City shall be limited to actual damages in an amount not to exceed the amount of the City Grant;

(ii) the recovery of damages against the City shall not include consequential, punitive, exemplary, or speculative damages;

(iii) the Homeowner Association shall not recover attorney's fees; and

(iii) the Homeowner Association shall not be entitled to specific performance or injunctive relief against the City.

Attachment: HERITAGE NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Heritage HOA)

5.8 Survival. All terms, provisions, agreements, covenants, conditions, obligations, rights and remedies of each Party pursuant to this Article V shall expressly survive the expiration or termination of this Agreement.

Article VI
Miscellaneous

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

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

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

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

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

Attachment: HERITAGE NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Heritage HOA)

If intended for City, to:

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

If intended for Homeowner Association, to:

_____

_____

_____

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

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

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

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

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

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

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

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the

Attachment: HERITAGE NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Heritage HOA)

counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

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

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

EXECUTED on this _____ day of _____, 2022.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

[SIGNATURE BLOCK OF HOMEOWNER ASSOCIATION]

By:_____
Print Name:_____
Title:_____

Attachment: HERITAGE NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Heritage HOA)

EXHIBIT "A"
Property Description

Attachment: HERITAGE NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Heritage HOA)

DRAFT

EXHIBIT "B"
DETAILED DESCRIPTION AND/OR DEPICTION OF IMPROVEMENTS

Attachment: HERITAGE NIP Agreement Draft v2 (Neighborhood Integrity Program Grant- Heritage HOA)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Local Preference Policy

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

Background Information:
Consider a resolution recommending adoption of the City's Local Preference Policy. The policy sets guidelines for the adoption of Local Government Code 271.905 and 271.9051.

The policy is beneficial to the City while providing a set of standard rules for both staff and Council to follow during the award process that utilizes local preference.

All aspects of the policy are in accordance with current State of Texas statutes.

All employees involved in the procurement process will attend mandatory training on the policy.

Alternatives:
Council may reject the policy and provide additional direction.

Financial Considerations:
There is no financial impact.

Legal Review:
The City Attorney has reviewed the policy.

Supporting Documentation
- Resolution
- Policy

Staff Recommendation:
Staff Recommends adopting the Local Preference Policy

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TEXAS APPROVING A LOCAL PREFERENCE PURCHASING POLICY REGARDING THE LOCATION OF A BIDDER'S PRINCIPAL PLACE OF BUSINESS AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina elects to implement Local Government Code, Chapter 271.905 and 271.9051 regarding the location of a bidders' principal place of business.

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

1. That the City Council of the City of Celina, Texas hereby approves Local Preference Policy as described in the attached Exhibit A.

2. This Resolution shall become effective immediately upon its passage and approval.

3. That the City Council of the City of Celina, Texas may review and revise this policy as needed.

PASSED, APPROVED, AND RESOLVED this 10th day of May, 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Deputy City Secretary

Attachment: Resolution (Local Preference Policy)

Life Connected.

CITY OF CELINA
LOCAL PREFERENCE POLICY

DESCRIPTION	EFFECTIVE DATE	RESOLUTION #
Adopted by Resolution on:	5/10/2022	
REVISIONS		

Attachment: Local Preference Policy - Final 2022 0503 (Local Preference Policy)

LOCAL PREFERENCE POLICY

1. PURPOSE

1.1 The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code allowing for consideration of location of bidder's principal place of business in the award of a competitively bid contract.

2. AUTHORIZATION

2.1. Section 271.905 of the Texas Local Government Code authorizes the City of Celina to consider the location of a bidder's principal place of business in awarding a bid for real or personal property. City Council must determine, in writing that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award. This includes the employment of residents of the City and increases tax revenues to the City.

2.2. Section 271.9051 of the Texas Local Government Code authorizes the City of Celina to consider the location of a bidder's principal place of business in awarding a bid for construction under $100,000. City Council must determine, in writing that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award. This includes the employment of residents of the City and increases tax revenues to the City.

2.3. The chart below summarizes the criteria for the lowest responsible bid.

LGC 271.905	LGC 271.9051
• 3% Differential • All other bids, excluding construction and services, greater than $500,000	• 5% Differential • Construction Bids less than $100,000 • All other bids, including services, less than $500,000

2.4. City Council may award a competitively bid contract to the lowest responsible bidder, a local bidder or reject all bids.

2.5. This policy does not apply to purchases obtained through a request for qualifications (RFQ), request for proposal (RFP), bids involving federal funds, grant funds, or interlocal agreements.

3. DEFINITIONS

3.1. **Local Public Official** means a member of the governing body or another officer, whether elected, appointed, paid or unpaid of the City of Celina.

3.2. **Lowest Responsible Bid** means price is the single determinant factor when awarding a bid to a responsible bidder.

Attachment: Local Preference Policy - Final 2022 0503 (Local Preference Policy)

3.3. **Best Value Bid** means price is only one of a number of determining factors that are weighted for evaluation purposes.

3.4. **Real Property** means land, improvement, or an estate or interest in real property, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation in real property.

3.5. **Personal Property** includes appliances, equipment, facilities, and furnishings, or an interest in personal property, whether movable or fixed, considered by the governing body of the governmental agency to be necessary, useful, or appropriate to one or more purposes of the governmental agency. The term includes all materials and labor incidental to the installation of that personal property. The term includes electricity and cloud computing services. The term does not include real property.

3.6. **Local Government** means the City of Celina.

3.7. **City** means the City of Celina.

3.8. **Debt** includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the City.

3.9. **Substantial Interest** as defined by Section 171.002 of the Texas Local Government Code includes:

3.9.1. The person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or $15,000 or more of the fair market value of the business entity;

3.9.2. Funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year;

3.9.3. A person has a substantial interest in real property if the interest in equitable or legal ownership with a fair market value of $2,500 or more; or

3.9.4. A local public official is considered to have substantial interest if a person related to the official in the first degree has substantial interest.

4. GENERAL PURPOSE AND INTENT

4.1. The purpose and intent of this Policy is to set forth the parameters under which the City of Celina may consider the location of a bidder's principal place of business in awarding a bid.

4.2. All applications will be considered on a case-by-case basis, and the decision to approve or deny consideration shall be at the discretion of the City Council.

4.3. Tie Bids - If all factors and conditions relating to the bids are equal, then the tie bid will be awarded to the local vendor. If more than one vendor is local or none is local, then a coin toss will be conducted by Purchasing with at least one witness.

Attachment: Local Preference Policy - Final 2022 0503 (Local Preference Policy)

4.4. **Award**

4.4.1. Bidders seeking local preference must meet all specifications and minimum requirements contained in the bid documents.

4.4.2. The City of Celina reserves the right to award a contract to the lowest bidder or to award the bidder whose principal place of business is within the Celina city limits.

4.4.3. The City Council must determine in writing that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the City of Celina and increases tax revenues to the City of Celina.

5. CONSIDERATIONS

5.1. The bids must be for any real property or personal property that is not affixed to real property.

5.2. The location of the bidder's principal place of business must be in the City Limits, as evidenced by submission of the current and valid Franchise Tax Certificate and the Certificate of Account Status on file with the Texas Secretary of State, or other documents if applicable under the Texas Business Organizations Code.

5.3. The local bidders bid price must be within 3% of the lowest and best-qualified bid for competitive bids of goods over $500,000.

5.4. The local bidders bid price must be within 5% of the lowest and best-qualified bid for construction under $100,000 and bids of goods or services less than $500,000.

5.5. The bidder must include in the bid a written application for the Local Business Preference providing objective information satisfactory to the City Council as to how the award of the bid will lead to additional economic development opportunities for the City created by the contract award, including (1) the employment of City residents, and (2) increases tax revenues to the local government. Such information shall be appropriate to the type of bid, but may include, but not limited to:

5.5.1. Bid amount as percentage of reported local annual sales/revenue;

5.5.2. Economic impact – number of employees added within past 12 months;

5.5.3. New job by salary category;

5.5.4. Local annual property taxes paid.

5.6. The bidder must not be tax-delinquent as to federal, state, or local taxes.

5.7. The bidder may not subcontract the award, or any part of the award.

5.8. The bidder must not be indebted to the City.

Attachment: Local Preference Policy - Final 2022 0503 (Local Preference Policy)

5.9. Rules relating to Texas Local Government Code 171.004 regarding substantial interest shall be followed by any local public official and in accordance with the Purchasing Policy.

6. APPLICATION

6.1. Written Application: A bidder may request consideration for Local Business preference by submitting the required information as part of the bid.

6.2. There are no fees to submit the application.

6.3. Content of Application: The application must include objective, verifiable information from the bidder as to how the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of City residents and increased tax revenues to the City. The application form may require such financial and other information as the City deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

Attachment: Local Preference Policy - Final 2022 0503 (Local Preference Policy)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	FINAL 2022-2024 Strategic Plan

Action Requested:
Consider and act to adopt the 2022-2024 Strategic Plan. (Satarino)

Background Information:
During the City Council retreat held between January 21st and January 22nd, Council provided direction to update the Strategic Plan. Since this time, Staff has amended the Strategic Plan to reflect the updated goals. On April 12, 2022 a draft of the 2022-2024 Strategic Plan was presented to City Council. Since Council review, several format changes were made including the substitution of pictures, text modifications, and the addition of the history and purpose of City Council. Attached is the 2022-2024 Strategic Plan for City Council adoption.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
2022-2024 Strategic Plan

Staff Recommendation:
Staff recommends for adoption

CELINA TEXAS EST. 1876
Life Connected.

2022 - 2024 Strategic Plan

Life Connected.

Attachment: 26673 (Final 2022-2024 Strategic Plan)

A MESSAGE FROM THE MAYOR

SEAN TERRY
MAYOR

It is a great time to live, work, and play in Celina, Texas. I am so glad this Strategic Plan landed in your hands, and I would ask you to take a few moments and read through this information so that you may quickly see why Celina is the fastest-growing and most attractive city in North Texas.

While we recently traversed through some of our country's most challenging days, I am very pleased that the heart of our City strengthened as our population expanded. These were years marked by record growth, with thousands of people moving here and dozens of businesses opening to serve the community.

Along with the arrival of new residents and businesses, we have seen our City staff work tirelessly to plan for the upcoming growth. Their commitment to the City's Core Values enables the City to achieve the goals set by this Strategic Plan. Our public safety departments are some of the finest people who sacrifice daily for the safety and well-being of our residents. As the City has grown, we have seen substantial growth in these departments. Furthermore, we have funded and designed a new Law Enforcement Center that is currently underway and will continue adding new fire stations as our population increases.

Within this plan, you will see updates to our 2018-2020 Strategic Plan goals. These goals include enhancements to our parks and trails, the Downtown and surrounding area, and events and festivals that reflect our unique culture. This type of vision and our commitment to smart growth will serv as evidence that Celina truly is the most incredible community and greatest place t live in Texas.

Celina is fortunate to stand on the broad shoulders of pioneers who built this City a established our values. We are blessed to relishing in an incomparable present as th most sought-after place to be in Texas. I a confident that we will celebrate an excitin future together as we grow beyond what we know, but remain true to who we are. I hope you are thrilled to live here, work he and/or call Celina your home. Thank you f being a part of our story as it unfolds.

Attachment: 26673 (Final 2022-2024 Strategic Plan)

CITY COUNCIL

SEAN TERRY
MAYOR

MINDY KOEHNE
MAYOR PRO TEM/PLACE 5

JUSTIN STEINER
DEPUTY MAYOR PRO TEM/PLACE 1

JAY PIERCE
PLACE 2

ANDY HOPKINS
PLACE 3

WENDIE WIGGINTON
PLACE 4

CHAD ANDERSON
PLACE 6

Attachment: 26673 (Final 2022-2024 Strategic Plan)

Celina is a Home-Rule Municipality, governed by a Mayor and City Council who are elected by the residents. Since its establishment in 1876, Celina residents have elected representatives to achieve City goals and enhance their quality of life. Acting together, the Mayor and City Council adopt all ordinances and resolutions and determine the general goals and policies for the City. The City's mission of preserving its agricultural heritage, providing excellent public safety, and an extraordinary quality of life are all key factors in each decision.

Attachment: 26673 (Final 2022-2024 Strategic Plan)

A MESSAGE FROM THE CITY MANAG

JASON LAUMER
CITY MANAGER

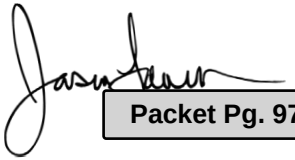
Thank you for your interest in our 2022-2024 Strategic Plan. Celina is one of the most exciting places to live, work, and raise a family. Without a doubt, these are some of our most fantastic years, and I am thankful to serve a community that carries in its heart the Core Values and effort needed to make this plan a reality.

I can confidently say that, because of the wonderful people who live and serve here, we have accomplished nearly every goal and outpaced expectations set in our 2018-2020 Strategic Plan, despite the challenges we faced around the world and here at home in 2020 and 2021. Our 2022-2024 Strategic Plan highlights many long-term goals with a fresh set of objectives to achieve our 25-year mission.

The City has worked tirelessly to enhance the quality of life for our residents and businesses by strengthening our infrastructure, expanding our parks and green spaces, attracting new businesses, and beautifying our historic Downtown. We have done this as a result of our intentional efforts to grow wisely as our population base multiplies. We consciously balance our "what if" ideas with what is and what was. While this City is committed to a robust future, we will forever be connected to our past—the people, the leaders, the values and the successes that have shaped this plac into the Celina of today.

As Celina continues to develop, we commit t the same care for every neighborhood, park, trail, and public safety measure. Growing wis involves a partnership with developers, rath than just their investment. Those who build structures here will also build parks, roads, and provide areas for schools and support for the students who attend them. The new neighborhoods and businesses you see are evidence of the City's commitment to mainta the spirit of our motto - *Life Connected*.

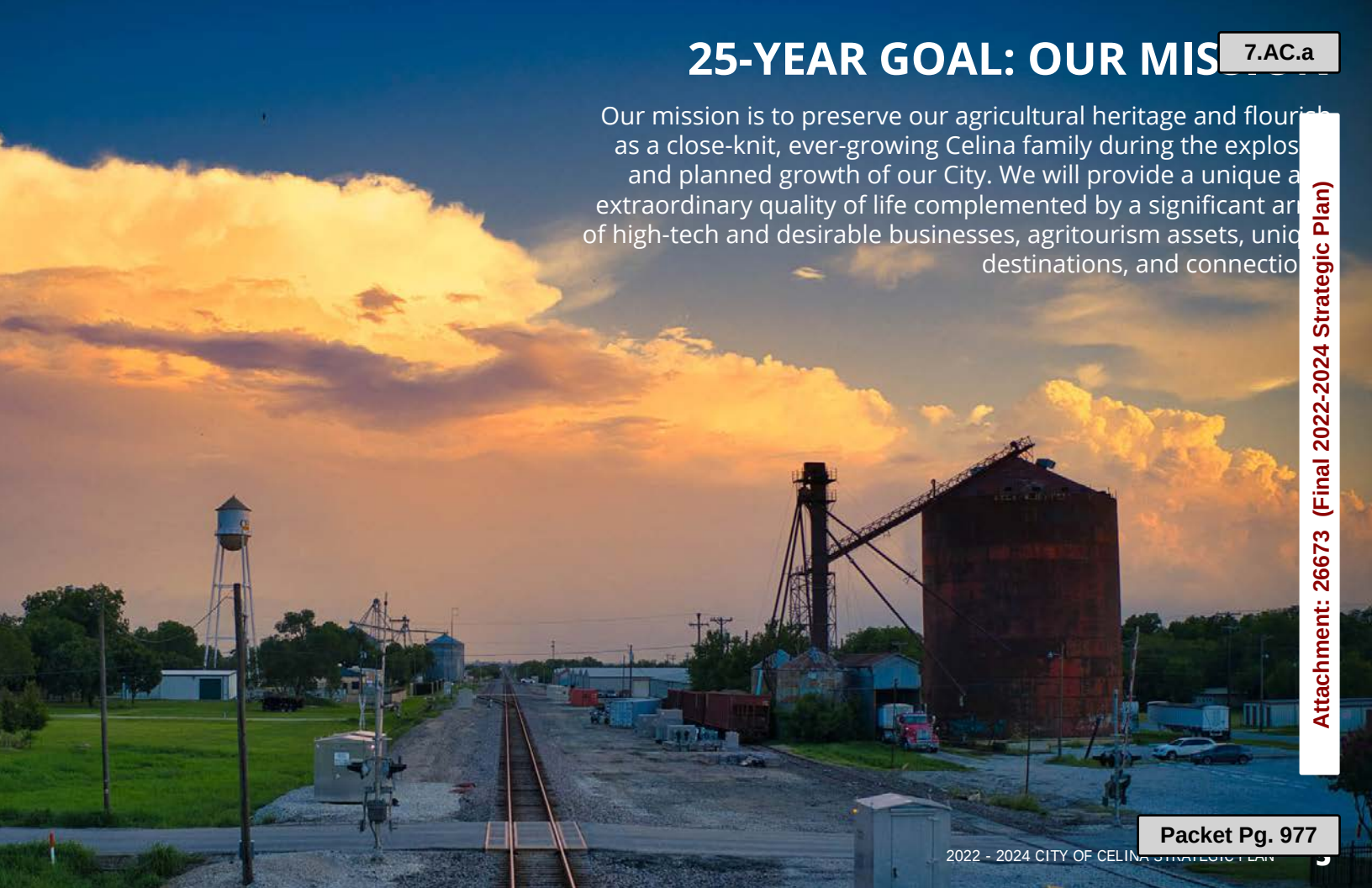
Over the coming two years, you can expect to see continued growth, but that growth wil never be extended to a point that compromi the beauty, safety, or values that make Celin the most attractive place to call home. We ca accomplish every goal within this plan while remaining true to the historical heart of this community. With the help of our residents, City leaders, first responders, school district, faith leaders, and YOU, we can accomplish o mission, reflect our Core Values, honor our storied past, and forever remain *Life Connect*



Attachment: 26673 (Final 2022-2024 Strategic Plan)

25-YEAR GOAL: OUR MIS

Our mission is to preserve our agricultural heritage and flouri
as a close-knit, ever-growing Celina family during the explos
and planned growth of our City. We will provide a unique a
extraordinary quality of life complemented by a significant ar
of high-tech and desirable businesses, agritourism assets, uni
destinations, and connectio



Attachment: 26673 (Final 2022-2024 Strategic Plan)

THE CITY OF CELINA
CORE VALUES

EXCELLENCE

- We always do our best
- We embrace innovation and efficiency while remaining good stewards of City resources
- We are accountable and take pride in our work
- We seek opportunities to learn and expand our professional horizons

COMMUNITY

- We are a unified body and work as a team
- When we disagree, we resolve it according to our Core Values
- We value and respect all employees and our customers
- We foster a culture that includes understanding, support, balance and a sense of humor
- We embrace openness, diversity and inclusion

INTEGRITY

- We do the right thing at all times
- We are committed to building and maintaining credibility and trust both internally and externally
- We are accountable in our words and actions
- We question that which may be inconsistent with our Core Values

SERVICE

- We are selfless public servants and believe in helping others
- We treat everyone the way we wish to be treated
- We are caring and empathetic in all we do
- We work to deliver excellent service to all we encounter

Attachment: 26673 (Final 2022-2024 Strategic Plan)

VISION FRAMEWORK

We have a deep understanding that to be truly great, we must make a series of good and strategic decisions, which are consistent with our Vision Framework. Our efforts and resources will reside in the areas where our three spheres intersect.

Attachment: 26673 (Final 2022-2024 Strategic Plan)

STRATEGIC PLAN GOALS

Our mission is to preserve our agricultural heritage and flourish as a close-knit, ever-growing Celina family during the explosive and planned growth of our City.

We will provide a unique and extraordinary quality of life complemented by a significant array of high-tech and desirable businesses, agritourism assets, unique destinations, and connections.

1. **Be the *Life Connected.* City**
2. **Be the Unique City**
3. **Be the City of the Future, Connected to its Past**
4. **Be the City Built on Public Safety**
5. **Be the City of Servant Leaders**
6. **Be the City of Innovative Infrastructure**
7. **Be the City of Small Business**

Attachment: 26673 (Final 2022-2024 Strategic Plan)

1 BE THE *LIFE CONNECTED.* CITY

Living a *Life Connected.* is not just our tagline, it's our mission that extends into every decision made. *Life Connected.* touches on the social and physical aspects of connectivity.

Objectives within this Strategic Plan goal touch upon quality of life enhancements that aim to keep residents invested long-term.

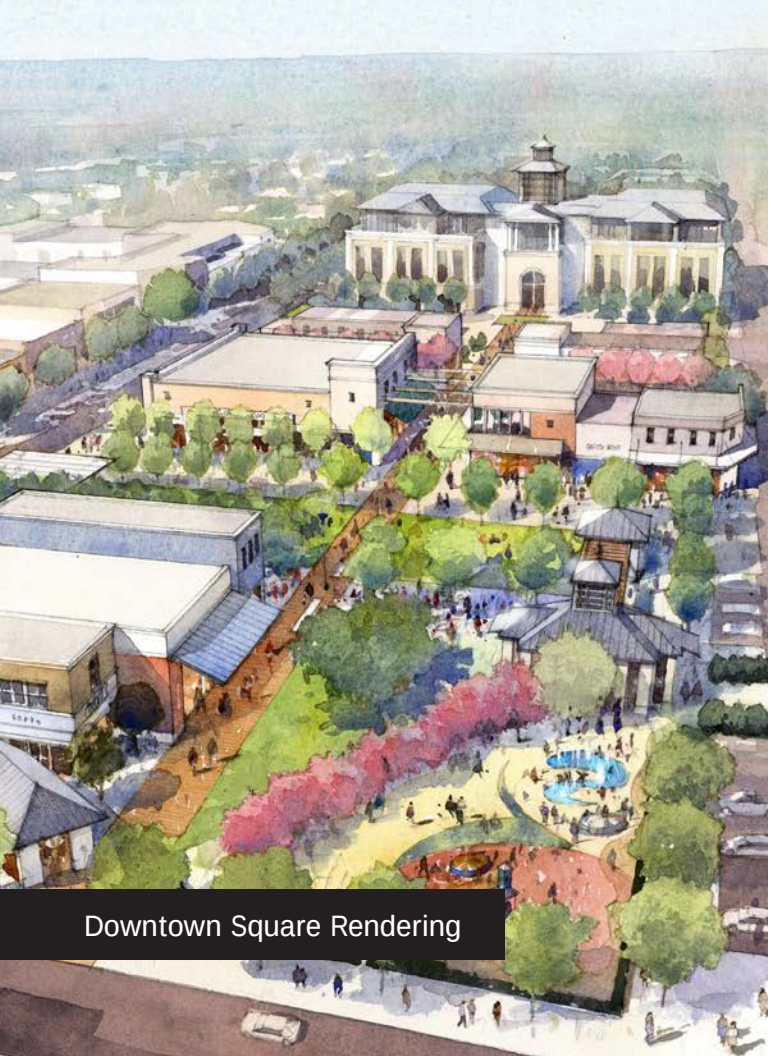
2018-2020 Strategic Plan Recap

- Became a Gigabit City
- Began HOA Quarterly Meetings
- Established Neighborhood Integrity Grants
- Expanded Special Events Lineup
- Introduced Police Department's Blue Santa

7.AC.a

Attachment: 26673 (Final 2022-2024 Strategic Plan)

Packet Pg. 982



Downtown Square Rendering

2 BE THE UNIQUE CITY

Celina is known for its small town charm, and nothing exhibits this better than our historic Downtown. This Strategic Plan goal seeks to preserve Celina's unique heritage through fortifying and expanding Downtown. Celina carries these unique attributes to other planning efforts around the City and infusing it agricultural past into City projects.

Furthermore, this Strategic Plan goal seeks to embrace future residents through tradition an heritage efforts that share our story.

2018-2020 Strategic Plan Recap

- Completed Parks and Trails Master Plan
- Completed Downtown Master Plan
- Completed Comprehensive Plan
- Established Agritourism Framework

Attachment: 26673 (Final 2022-2024 Strategic Plan)

3 BE THE CITY OF THE FUTURE, CONNECTED TO ITS PAST

How does Celina maintain its unique qualities while experiencing exponential population growth? This Strategic Plan goal seeks to connect current and future residents to Celina's unique past.

Objectives in this Strategic Plan goal include recommending future projects that reflect Celina's unique culture

2018-2020 Strategic Plan Recap

- Expanded Friday Night Market
- Incorporated Heritage Components into City Design Elements
- Dedicated a Day for Heritage Festival

7.AC.a

Attachment: 26673 (Final 2022-2024 Strategic Plan)

Packet Pg. 984

4 BE THE CITY
BUILT ON PUBLIC SAFETY

Safety and security are two of the most basic human needs, and one of the biggest drivers o quality of life in cities.

Public safety and emergency services are a strength, and we intend to fortify them.

2018-2020 Strategic Plan Recap

- Funded and Designed Law Enforcement Cent
- Hired Additional Fire and Police Personnel
- Opened Fire Station #2
- Secured Locations for Future Police and Fire Stations
- Established School Resource Officer Partners with Celina ISD

Attachment: 26673 (Final 2022-2024 Strategic Plan)

5 BE THE CITY OF SERVANT LEADERS

This goal speaks to our organizational culture to attract and retain the right employees in the right role, who are motivated to serve the community.

The philosophy of Servant Leadership puts the needs and growth of others first.

2018-2020 Strategic Plan Recap

- Developed an Organizational Leadership Position
- Established Quarterly Coffee with the City Manager
- Implemented Supervisor and Leadership Training
- Introduced One-on-Ones and Welcome Meetings with the City Manager

7.AC.a

Attachment: 26673 (Final 2022-2024 Strategic Plan)

Packet Pg. 986

Traditions Park Rendering

6 BE THE CITY OF INNOVATIVE INFRASTRUCTURE

Infrastructure innovation is a necessity in a high-growth city. With limited resources and a high demand for new infrastructure, a creative approach is required when addressing funding mechanisms.

This Strategic Plan goal speaks to adopting innovative infrastructure policies and projects that ensures a sustainable path for growth.

2018-2020 Strategic Plan Recap

- Completed Choate Parkway
- Completed CIP Master Plan
- Updated Master Thoroughfare Plan to include Bike Lanes
- Introduced the *Life Connected.* App
- Improved Preston Road Water and Wastewater Lines

Attachment: 26673 (Final 2022-2024 Strategic Plan)

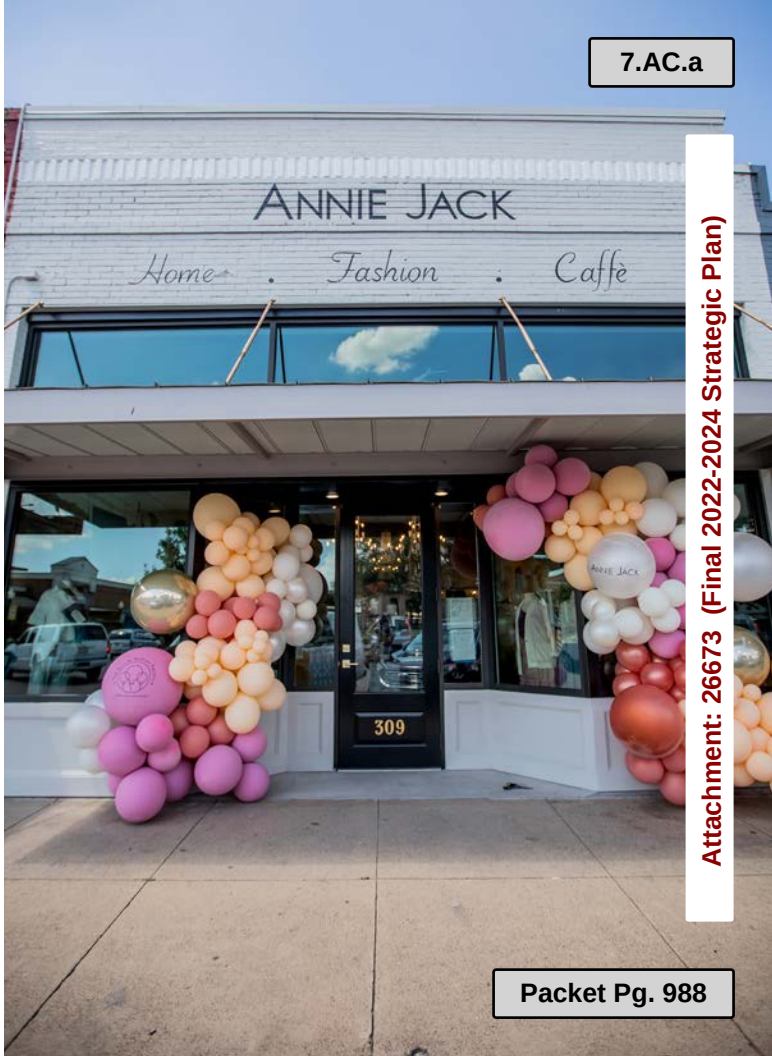
7 BE THE CITY OF SMALL BUSINESS

Small business is one of our biggest strengths and opportunities. It represents the heart of our community, and we recognize its importance to our quality of life and economic development.

Objectives in this Strategic Plan goal include adopting policies, codes, and ordinances that cultivate the right environment for small businesses to thrive.

2018-2020 Strategic Plan Recap

- Welcomed over 50 New Businesses
- Created Small Business Spotlight Videos
- Partnered with Celina EDC to Host Quarterly Downtown Merchant Meetings
- Approved Grants by Council for the Renovation of Downtown Buildings



7.AC.a
Attachment: 26673 (Final 2022-2024 Strategic Plan)
Packet Pg. 988

CELINA
TEXAS
EST. 1876

Life Connected.

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: NWC Tollway and Outer Loop – Rezoning

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

Applicant:
The Law Offices of Robert D. Daake, PLLC.
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the rezoning of approximately 22 acres to the Dallas North Tollway Overlay District (DNTO) zoning. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

FM 428
W GLENDENNING PKWY
COUNTY ROAD 51
WARWICK DR
SCOTNEY CT
PARSON RD
KILBURN DR
SALTWOOD CT
COVENTRY DR
COMPTON CT
CARISBROOKE ST
PENSHURST CT
CAMDEN CT
BERKLEY CT
FINSBURY CT
ESSEX CT
RAVENS CT
PINNER CT
HUDDLESTON DR
S DALLAS PKWY
DALLAS NORTH TOLLWAY
COUNTY ROAD 52
W OUTER LOOP
GOLDHAWK MEWS
THAVIE ST
CHESTER DR
HOLLAND CT
GALLIONS RD
LATIMER MEWS
REGENT RD
COUNTY ROAD 50

Legend

- Subject Property
- City Limits
- Roads
- Parcels

NWC Tollway and Outer Loop Location Map

City of Celina

3/29/2022

N W E S

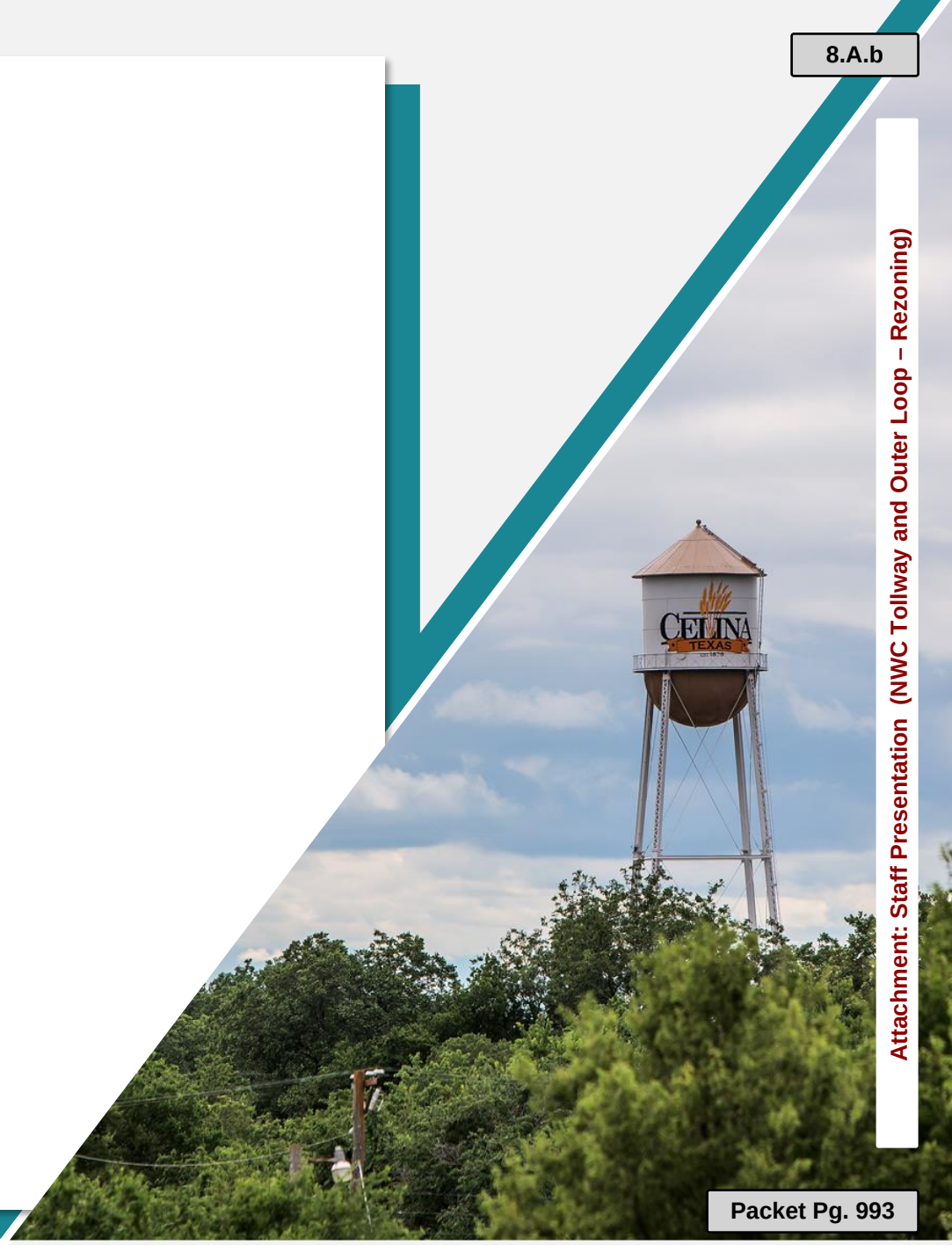
0 485 970 Feet

Attachment: Location Map (NWC Tollway and Outer Loop – Rezoning)

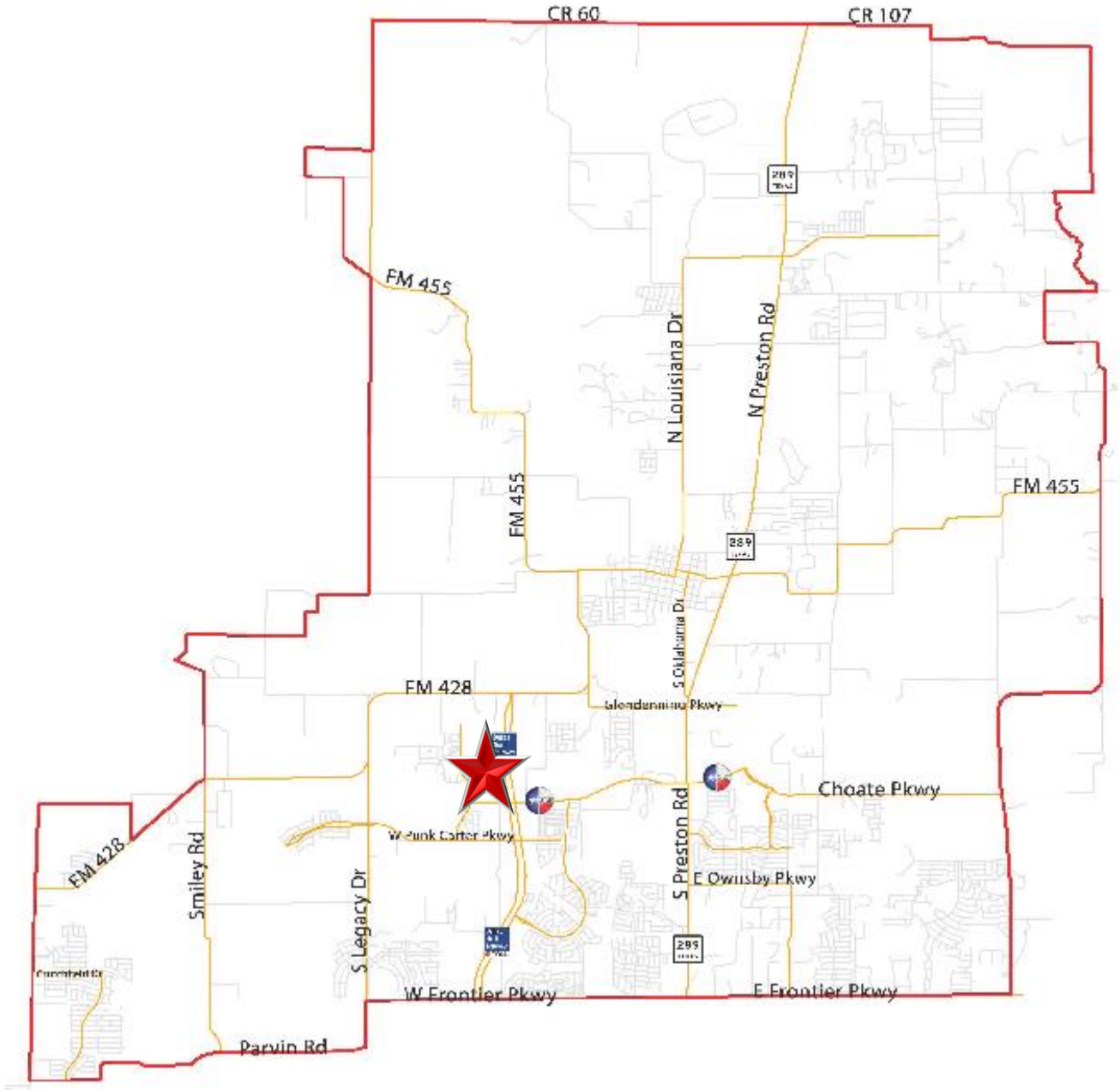
NWC TOLLWAY & OUTER LOOP

Zoning

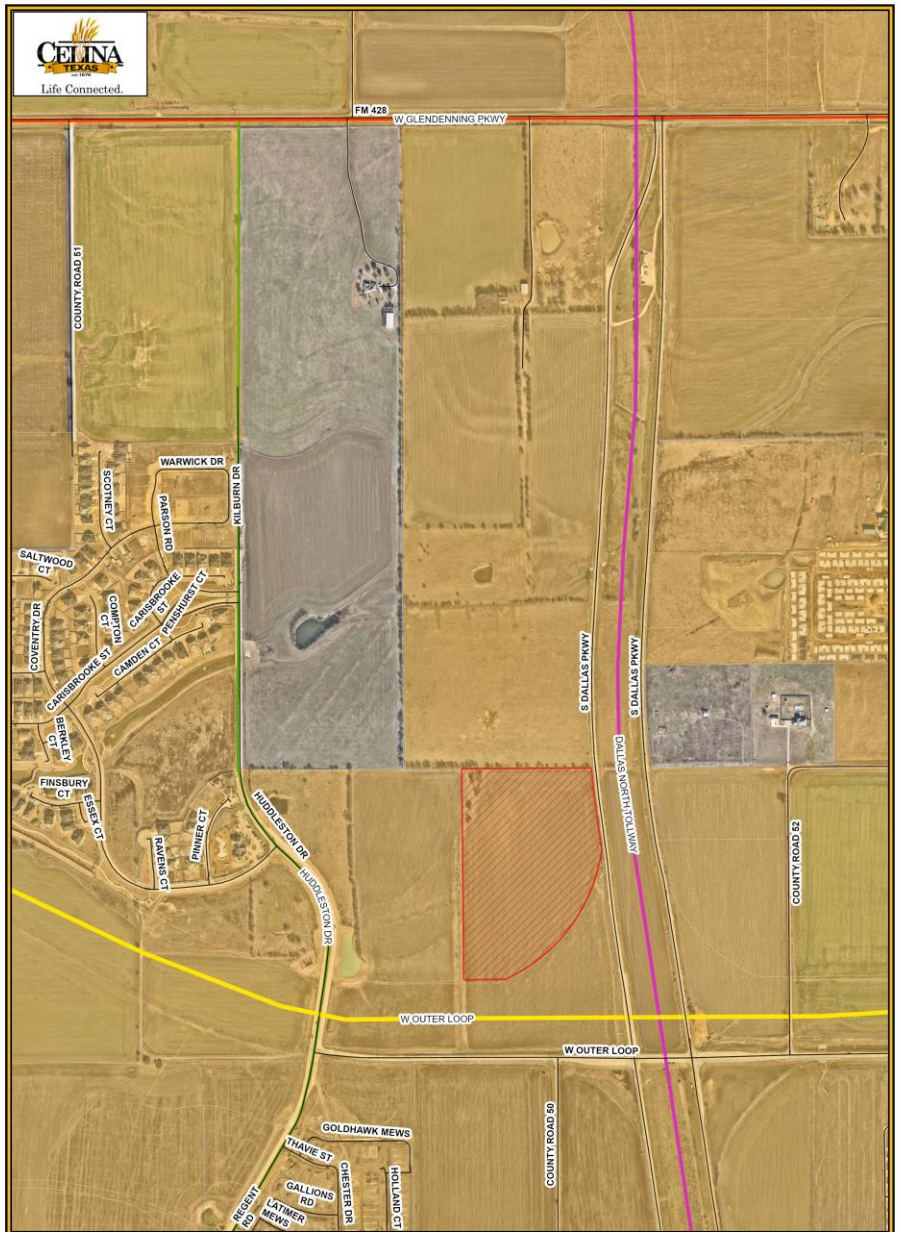
City Council
May 10, 2022



Attachment: Staff Presentation (NWC Tollway and Outer Loop – Rezoning)



Attachment: Staff Presentation (NWC Tollway and Outer Loop – Rezoning)



LOCATION MAP

The subject property is generally located at the northwest corner of the future Dallas North Tollway and the Collin County Outer Loop

Attachment: Staff Presentation (NWC Tollway and Outer Loop – Rezoning)

BACKGROUND

- The subject property is approximately 22 acres
- The subject property was annexed into City Limits in 2016 and was zoned Agriculture District (AG)
- The applicant is proposing a base zoning of Dallas North Tollway Overlay District (DNTO)
- The subject property has no immediate plans to develop

Attachment: Staff Presentation (NWC Tollway and Outer Loop – Rezoning)

POLICY CONSIDERATIONS

- Dallas North Tollway Overlay District (DNTO) is the appropriate zoning district for properties along the Dallas North Tollway

Attachment: Staff Presentation (NWC Tollway and Outer Loop – Rezoning)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (NWC Tollway and Outer Loop – Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its April 19th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (NWC Tollway and Outer Loop – Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
NWC TOLLWAY & OUTER LOOP

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 22 ACRES LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 806 COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE FUTURE DALLAS NORTH TOLLWAY AND THE COLLIN COUNTY OUTER LOOP; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE REZONED FROM AGRICULTURAL DISTRICT (AG) TO THE DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTO); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

Attachment: Draft Ordinance (NWC Tollway and Outer Loop – Rezoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as the Dallas North Tollway Overlay District (DNTO).

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein, as the Dallas North Tollway Overlay District (DNTO) base zoning.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

Attachment: Draft Ordinance (NWC Tollway and Outer Loop – Rezoning)

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

Attachment: Draft Ordinance (NWC Tollway and Outer Loop – Rezoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of May 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

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

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (NWC Tollway and Outer Loop – Rezoning)

Exhibit A
Legal Description

Being all that certain lot, tract, or parcel of land located in the THOMAS STAYTON SURVEY, Abstract No. 806, Collin County, Texas, and being part of 80 acres described in deed to Billie J. May, recorded in Volume 535, Page 25, Deed Records, Collin County, Texas, and being part of a tract of land described in deed to Billie J. May Family Trust and Charlsie L. May Trustee, recorded in Instrument No. 20110921001005300, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at or near the intersection of County Road 51 with County Road 52, also being the Southeast corner of said Thomas Stayton Survey;

Thence South 89°32'06" West, along the South line of said Slayton Survey a distance of 997.58' to a "1/2 iron rod" with a yellow plastic cap stamped "RPLS 5310" set in or near center of County Road 51, at the Southwest corner of a tract of land described in deeds to Collin County, Conveyances, recorded in Instrument Nos. 20060313000324760, 20110921001005300, and 20151119001459730 Official Public Records, Collin County, Texas, same being the Northwest corner of a tract of land described in deed to Collin County, recorded In Volume 5912, Page 940, Official Public Records, Collin County, Texas, same being the Northeast corner of a tract of land described in deed to Central Frisco Ltd, recorded in Instrument No. 20061031001557890, Official Public Records, Collin County, Texas, and being the PLACE OF BEGINNING of the tract described herein;

Thence South 89°32'50" West, passing at a distance of 490.07' the Northwest corner of said Central Frisco tract, also being the Northeast corner of a tract of land described in deed to Celina Stearman 39 LP., recorded in Instrument No. 20070605000757520, Official Public Records, Collin County, Texas, and continuing a total distance of 1012.45' to a "1/2 iron rod" found in or near the center of County Road 51, at the most Easterly South corner of a tract of land described In deed to Tollway/Outer Loop LP., recorded In Instrument No. 20140827000927470, Official Public Records, Collin County, Texas;

Thence North 00°33'06" West, a distance of 1767.48' to a "1/2 Iron rod" found in the South line of a tract of land described in deed to Celina Tollway 107 Partners Ltd., recorded in Instrument No. 20101109001222310, Official Public Records, Collin County, Texas, at the most Easterly North corner of said Tollway/Outer Loop tract. same being the North line of said Stayton Survey;

Thence North 89°36'00" East, along said North line a distance of 792.61' to a "1/2 iron rod" found at the Southwest corner of a tract of land described In deed to Collin County, recorded In Instrument No. 20060313000324770, Official Public Records, Collin County, Texas, same being the Northwest corner of said Collin County, Conveyance Two, Tract 1 same also being the Southeast corner of said Celina Tollway 107 Partners tract, said point also being the beginning of a non-tangent curve to the left, having a radius of 5909.58', central angle of 3°19'50", and a chord bearing and distance of South 06°56'43 East, 343.47';

Thence Southeasterly along said curve to the left, an arc distance of 343.52' to a "1/2 iron rod" with a yellow plastic cap stamped "RPLS 5310" set for corner at the point of reverse curve to the-.right having a radius of 5714.58', central angle of 03°18'33", and a chord bearing and distance of South 06°47'32", 330.00';

Thence Southeasterly along said curve lo the right, an arc distance of 330.05' to a "1/2 iron rod" found for corner at the point of reverse curve to the left having a radius of 5744.58', central angle of 3°18'20", and a chord bearing and distance of South 06°57'16" East, 331.38';

Thence along said curve to the left an arc of distance of 331.42' to a "1/2 iron rod" found for corner;

Thence South 08°36'26" East, a distance of 776.29' to the PLACE OF BEGINNING and containing 1,590,547 square feet or 36.614 acres of land.

Attachment: Draft Ordinance (NWC Tollway and Outer Loop – Rezoning)

SAVE AND EXCEPT:

BEING A 14.868 ACRE TRACT OF LAND, MORE OR LESS, IN THE THOMAS STAYTON SURVEY, ABSTRACT NO, 806, COLLIN COUNTY, TEXAS, AND BEING A PART OF THAT TRACT OF LAND DESCRIBED AS TRACT 1 IN DEED TO TOLLWAY CELIA 45 PARTNERS, LLC RECORDED IN INSTRUMENT NO. 20170316000341090 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), SAID 14.868 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND (IRF) AT THE NORTHWEST CORNER OF SAID TOLLWAY CELINA 45 PARTNERS TRACT, SAME BEING AN EXTERIOR ELL CORNER IN THE EASTERLY LINE OF A TRACT OF LAND DESCRIBED IN DEED TO TOLLWAY/OUTER LOOP, L.P. RECORDED IN INSTRUMENT NO. 20140827000927470 O.P.R.C.C.T., AND ALSO BEING IN THE SOUTHERLY LINE OF A TRACT OF LAND DESCRIBED IN DEED TO CELINA TOLLWAY 107 PARTNERS, LTD. RECORDED IN INSTRUMENT NO. 20101109001222310 O.P.R.C.C.T.;

THENCE SOUTH 00 DEGREES 32 MINUTES 37 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID TOLLWAY CELINA 45 PARTNERS TRACT AND THE COMMON EASTERLY LINE OF SAID TOLLWAY/OUTER LOOP TRACT, A DISTANCE 1302.79 FEET TO A 5/8" CAPPED IRON ROD SET STAMPED "LAMB-STAR" (CIRS) IN THE NORTHERLY PROPOSED RIGHT-OF-WAY (ROW) LINE OF COLLIN COUNTY OUTER LOOP (CCOL), SAME BEING THE POINT OF BEGINNING, HA YING A COORDINATE OF NORTH 7,158,419.87, EAST 2,483,091.89;

THENCE OVER AND ACROSS SAID TOLLWAY CELINA 45 PARTNERS TRACT AND ALONG SAID NORTHERLY PROPOSED ROW LINE OF CCOL AS FOLLOWS:

1) NORTH 89 DEGREES 32 MINUTES 06 SECONDS EAST, A DISTANCE OF 225.83 FEET TO A 5/8" CIRS TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1022.00 FEET AND A RADIAL BEARING OF NORTH 22 DEGREES 42 MINUTES 02 SECONDS WEST;

2) WITH SAID CURVE TO THE LEFT HAVING A DELTA ANGLE OF 59 DEGREES 20 MINUTES 57 SECONDS, AN ARC LENGTH OF 1058.63 FEET, A CHORD THAT BEARS NORTH 37 DEGREES 37 MINUTES 30 SECONDS EAST, AND A CHORD LENGTH OF 1011.93 FEET TO A CIRS IN THE COMMON LINE OF SAID TOLLWAY CELINA 45 PARTNERS TRACT AND THE WESTERLY LINE OF A 3.063 ACRE TRACT OF LAND DESCRIBED IN DEED TO COLLIN COUNTY, TEXAS RECORDED IN INSTRUMENT NO. 20060313000324760 O.P.R.C.C.T., SAME BEING AT A POINT OF NON-TANGENT CURVATURE TO THE RIGHT HAVING A RADIUS OF 5714.58 FEET AND A RADIAL BEARING OF SOUTH 83 DEGREES 12 MINUTES 45 SECONDS WEST;

THENCE ALONG SAID COMMON LINE AS FOLLOWS:

3) WITH SAID NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 01 DEGREE 38 MINUTES 55 SECONDS, AN ARC LENGTH OF 164.43 FEET, A CHORD THAT BEARS SOUTH 05 DEGREES 57 MINUTES 47 SECONDS EAST, AND A CHORD LENGTH OF 164.42 FEET TO A CIRS AT A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 5744.58 FEET AND A RADIAL BEARING OF NORTH 84 DEGREES 41 MINUTES 55 SECONDS EAST;

4) WITH SAID CURVE TO THE LEFT HAVING A DELTA ANGLE OF 03 DEGREES 18 MINUTES 23 SECONDS, AN ARC LENGTH OF 331.51 FEET, A CHORD THAT BEARS SOUTH 06 DEGREES 57 MINUTES 16 SECONDS EAST, AND A CHORD LENGTH OF 331.46 FEET TO A CIRS;

5) SOUTH 08 DEGREES 36 MINUTES 28 SECONDS EAST, A DISTANCE OF 776.75 FEET TO

Attachment: Draft Ordinance (NWC Tollway and Outer Loop – Rezoning)

A 1/2" CAPPED IRON ROD FOUND (CIRF) (ILLEGIBLE), BEING IN THE SOUTHEAST CORNER OF SAID TOLLWAY CELINA 45 PARTNERS TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 3.063 ACRE COLLIN COUNTY TRACT, ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CENTRAL FRISCO LTD RECORDED IN INSTRUMENT NO. 20061031001557890 O.P.R.C.C.T., ALSO BEING THE NORTHWEST CORNER OF A 52.19 ACRE TRACT OF LAND DESCRIBED IN DEED TO COLLIN COUNTY, TEXAS RECORDED IN VOLUME 5912, PAGE 940 O.P.R.C,C.T., AND FURTHER BEING THE APPROXIMATE CENTERLINE OF COUNTY ROAD 51 (CR51);

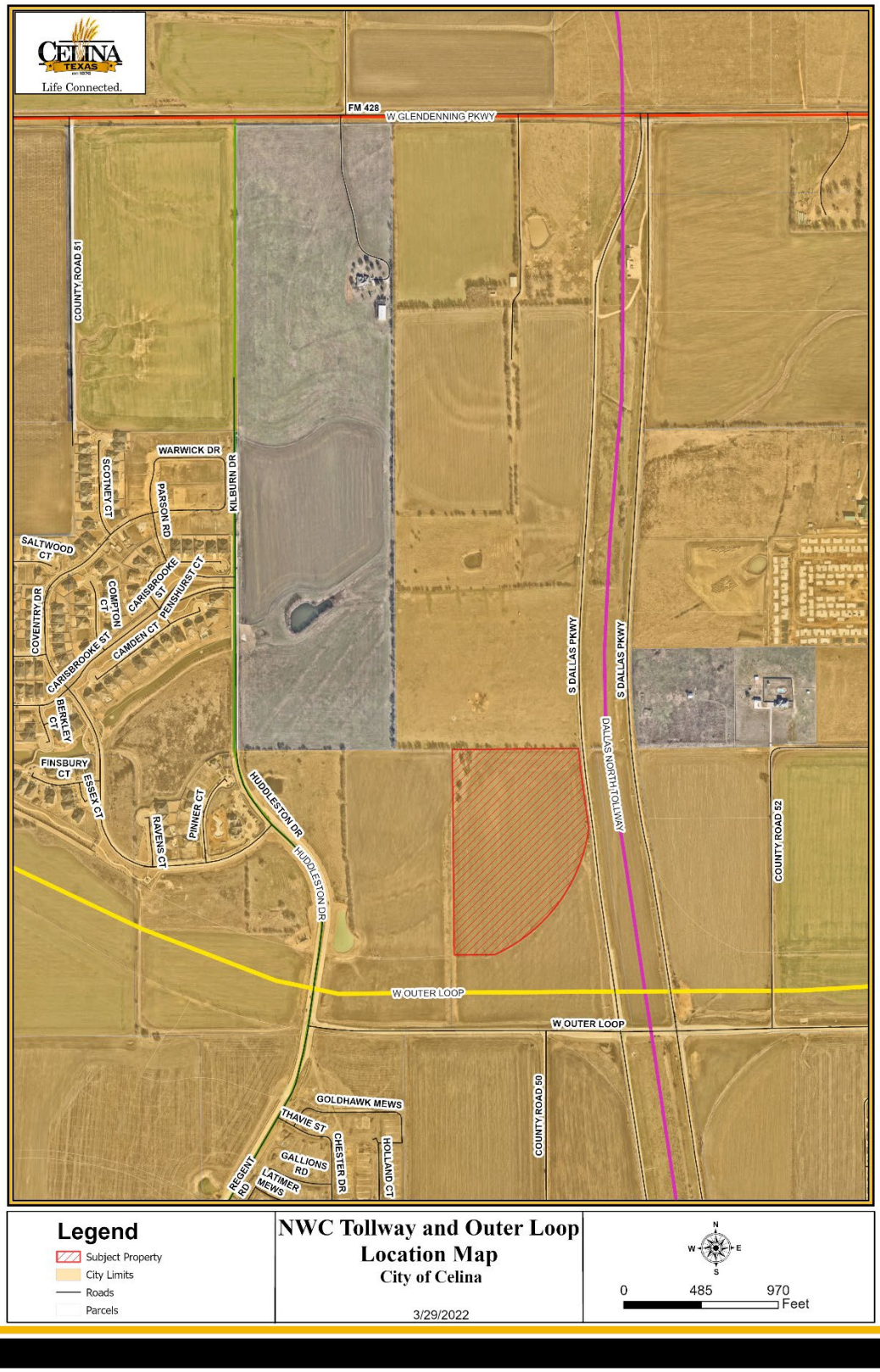
6) THENCE SOUTH 89 DEGREES 32 MINUTES 08 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID TOLLWAY CELINA 45 PARTNERS TRACT AND THE COMMON NORTHERLY LINE OF SAID CENTRAL FRISCO LTD TRACT, AND ALONG SAID APPROXIMATE CENTERLINE OF CR51, A DISTANCE OF 450.76 FEET TO A 5/8" CIRF (ILLEGIBLE) BEING THE NORTHWEST CORNER OF SAID CENTRAL FRISCO LTD TRACT, SAME BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CELINA STEARMAN 39, LP RECORDED IN INSTRUMENT NO. 20070605000757520 O.P.R.C.C.T.;

7) THENCE SOUTH 89 DEGREES 36 MINUTES 29 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID TOLLWAY CELINA 45 PARTNERS TRACT AND THE COMMON NORTHERLY LINE OF SAID CELINA STEARMAN 39 TRACT, AND ALONG SAID APPROXIMATE CENTERLINE OF CR51, A DISTANCE OF 561.92 FEET TO A 1/2" IRF BEING THE SOUTHWEST CORNER OF SAID TOLLWAY CEUNA 45 PARTNERS TRACT, SAME BEING AN EXTERIOR ELL CORNER IN THE EASTERLY LINE OF SAID TOLLWAY/OUTER LOOP TRACT, FROM WHICH A 1/2" CIRF STAMPED "SPIARS" BEARS SOUTH 89 DEGREES 36 MINUTES 29 SECONDS WEST, A DISTANCE OF 331.22 FEET;

8) THENCE NORTH 00 DEGREES 32 MINUTES 37 SECONDS WEST ALONG THE WESTERLY LINE OF SAID TOLLWAY CELINA 45 PARTNERS TRACT AND THE COMMON EASTERLY LINE OF SAID TOLLWAY/OUTER LOOP TRACT, A DISTANCE OF 464.77 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 14.868 ACRES [647,667 SQUARE FEET] OF LAND, MORE OR LESS.

Attachment: Draft Ordinance (NWC Tollway and Outer Loop – Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (NWC Tollway and Outer Loop – Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Pollard Tract - Annexation

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

Applicant:
The Law Offices of Robert D. Daake, PLLC.
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the annexation of approximately 38 acres along the Dallas North Tollway corridor. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
The staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.

S LEGACY DR
COUNTY ROAD 8
MOBBERLY RD
MOBBERLY CONNECTOR
DALLAS NORTH TOLLWAY
COUNTY ROAD 54
FM 428
W GLENDENNING PKWY
COUNTY ROAD 51
HUDDLESTON DR

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Pollard Tract
Location Map
City of Celina

3/29/2022

N
W E
S

0 445 890
Feet

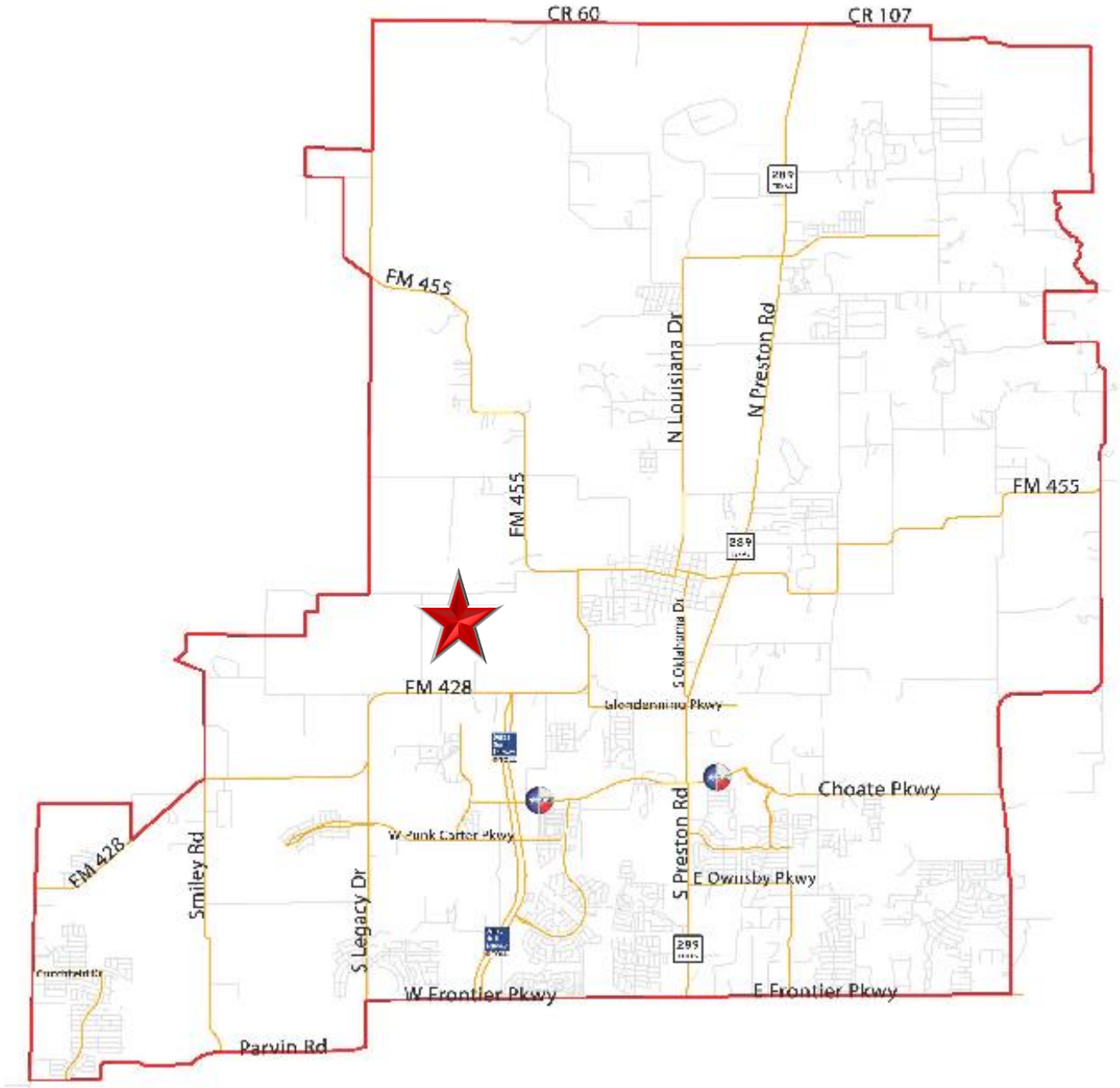
Attachment: Location Map (Pollard Tract – Annexation)

POLLARD TRACT

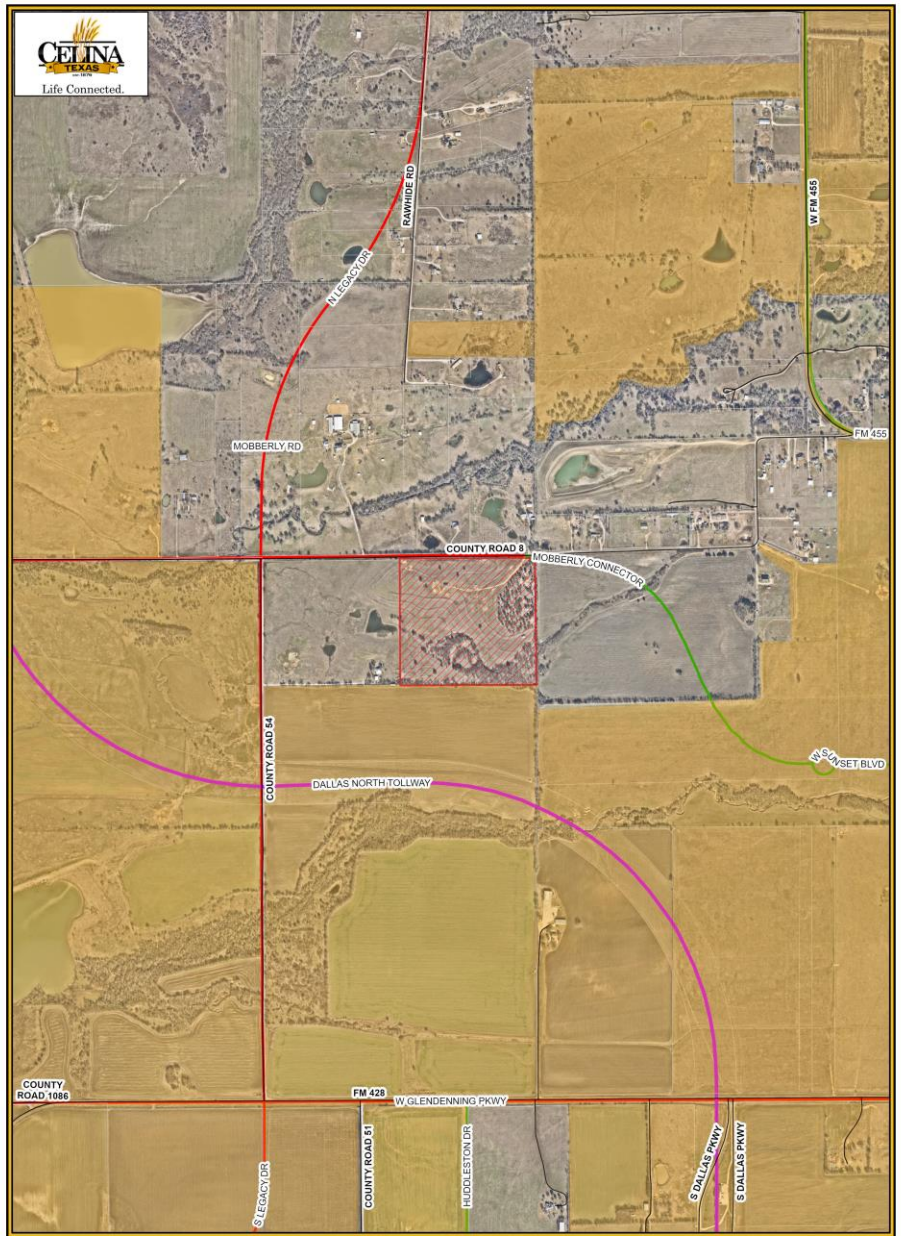
Annexation & Zoning

City Council
May 10, 2022

Attachment: Staff Presentation (Pollard Tract – Annexation)



Attachment: Staff Presentation (Pollard Tract – Annexation)



LOCATION MAP

The subject property is generally located south of future Mobberly Road within the DNT corridor

Attachment: Staff Presentation (Pollard Tract – Annexation)

BACKGROUND

- The subject property is approximately 38 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- A pre-annexation agreement for the property was signed in November 2017 and is set to expire in August 2032
- The applicant is proposing to voluntarily annex the property with a base zoning of Dallas North Tollway Overlay District (DNTO)
- The subject property has no immediate plans to develop

Attachment: Staff Presentation (Pollard Tract – Annexation)

POLICY CONSIDERATIONS

- Dallas North Tollway Overlay District (DNTO) is the appropriate zoning district for properties along the Dallas North Tollway

Attachment: Staff Presentation (Pollard Tract – Annexation)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Pollard Tract – Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its April 19th regular meeting
- Staff recommends approval of both the annexation and zoning as presented

Attachment: Staff Presentation (Pollard Tract – Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
POLLARD TRACT C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 38 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED SOUTH OF FUTURE MOBBERLY ROAD AND APPROXIMATELY 1,350 FEET EAST OF FUTURE LEGACY DRIVE, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 10th day of May, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 25th day of April, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (Pollard Tract – Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

Attachment: Draft Ordinance (Pollard Tract – Annexation)

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 10th day of May, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

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

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Pollard Tract – Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING a tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 168, Collin County, Texas and being all of a called 37.614 acres tract of land described in Deed to Kelly J. Foster and Jeffrey T. Pollard as recorded in Instrument No. 20171107001485460, Official Public Records, Collin County, Texas, and being more particularly described herein as follows:

BEGINNING at a 3/8 inch iron rod found in the South line of County Road 8 (a public road) for the Northeast corner of said 37.614 acres tract and being in the West line of a called 73.047 acres tract of land described in Deed to Douglas J. Barker and Saundra K. Barker as recorded in Instrument No. 20200922001618130, said Official Public Records;

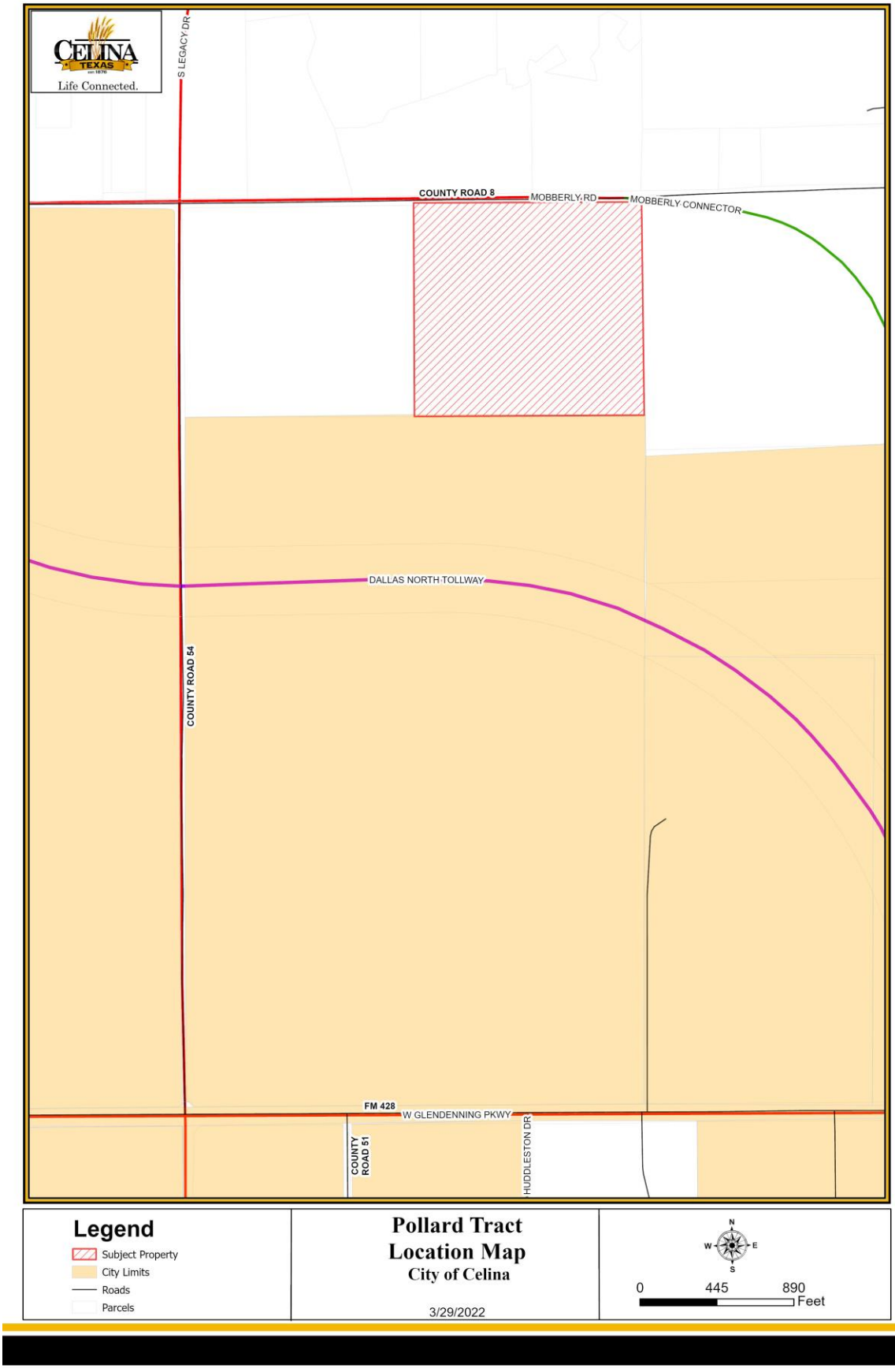
THENCE South 00 degrees 43 minutes 11 seconds East, with the East line of said 37.614 acres tract, and the West line of said 73.047 acres tract, a distance of 1,235.70 feet to a 3/4 inch iron rod found for the Southeast corner of said 37.614 acres tract and the Northeast corner of a called 243.846 acres tract of land described in Deed to Texas Republic Realty, LTD. as recorded in Instrument No. 20160610000726690, said Official Public Records;

THENCE South 89 degrees 40 minutes 34 seconds West, with the South line of said 37.614 acres tract and the North line of said 243.846 acres tract, a distance of 1,329.00 feet to a 1/2 inch iron rod found for the Southwest corner of said 37.614 acres tract, and being the Southeast corner of a called 37.614 acres tract of land described in Deed to Michael C. Hollifield and wife, Deborah Baker Hollifield as recorded in Volume 5696, Page 1982, Real Property Records, Collin County, Texas;

THENCE North 00 degrees 14 minutes 05 seconds West, with the West line of said 37.614 acres tract and the East line of said Hollifield tract, passing at 1,232.44 feet a 6 inch wood fence corner post for reference, and continuing along said course, a total distance of 1,237.69 feet to a 5/8 inch capped iron rod stamped "PLS, INC" (typical) set for the Northwest corner of said 37.614 acres tract in the South line of said County Road 8, and being the Northeast corner of said Hollifield tract;

THENCE North 89 degrees 45 minutes 50 seconds East, with the North line of said 37.614 acres tract and the South line of said County Road 8, a distance of 1,318.54 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 37.582 acres of land, more or less.

Attachment: Draft Ordinance (Pollard Tract – Annexation)



Attachment: Draft Ordinance (Pollard Tract – Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

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

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (Pollard Tract – Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

Attachment: Draft Ordinance (Pollard Tract – Annexation)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (Pollard Tract – Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

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

Attachment: Draft Ordinance (Pollard Tract – Annexation)

M) TERM

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

N) AMENDMENTS

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

Attachment: Draft Ordinance (Pollard Tract – Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Pollard Tract - Zoning

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

Applicant:
The Law Offices of Robert D. Daake, PLLC.
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the zoning of approximately 38 acres along the Dallas North Tollway corridor to the Dallas North Tollway Overlay District (DNTO). Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

S LEGACY DR
COUNTY ROAD 8
MOBBERLY RD
MOBBERLY CONNECTOR
DALLAS NORTH TOLLWAY
COUNTY ROAD 54
FM 428
W GLENDENNING PKWY
COUNTY ROAD 51
HUDDLESTON DR

Attachment: Location Map (Pollard Tract - Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Pollard Tract
Location Map
City of Celina

3/29/2022

N W E S

0 445 890 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
POLLARD TRACT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 38 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 168 COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF FUTURE MOBBERLY ROAD AND APPROXIMATELY 1,350 FEET EAST OF FUTURE LEGACY DRIVE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED TO THE DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTO); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

Attachment: Draft Ordinance (Pollard Tract - Zoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as the Dallas North Tollway Overlay District (DNTO).

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein, as the Dallas North Tollway Overlay District (DNTO) zoning.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

Attachment: Draft Ordinance (Pollard Tract - Zoning)

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

Attachment: Draft Ordinance (Pollard Tract - Zoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of May 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

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

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Pollard Tract - Zoning)

Exhibit A
Legal Description

BEING a tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 168, Collin County, Texas and being all of a called 37.614 acres tract of land described in Deed to Kelly J. Foster and Jeffrey T. Pollard as recorded in Instrument No. 20171107001485460, Official Public Records, Collin County, Texas, and being more particularly described herein as follows:

BEGINNING at a 3/8 inch iron rod found in the South line of County Road 8 (a public road) for the Northeast corner of said 37.614 acres tract and being in the West line of a called 73.047 acres tract of land described in Deed to Douglas J. Barker and Saundra K. Barker as recorded in Instrument No. 20200922001618130, said Official Public Records;

THENCE South 00 degrees 43 minutes 11 seconds East, with the East line of said 37.614 acres tract, and the West line of said 73.047 acres tract, a distance of 1,235.70 feet to a 3/4 inch iron rod found for the Southeast corner of said 37.614 acres tract and the Northeast corner of a called 243.846 acres tract of land described in Deed to Texas Republic Realty, LTD. as recorded in Instrument No. 20160610000726690, said Official Public Records;

THENCE South 89 degrees 40 minutes 34 seconds West, with the South line of said 37.614 acres tract and the North line of said 243.846 acres tract, a distance of 1,329.00 feet to a 1/2 inch iron rod found for the Southwest corner of said 37.614 acres tract, and being the Southeast corner of a called 37.614 acres tract of land described in Deed to Michael C. Hollifield and wife, Deborah Baker Hollifield as recorded in Volume 5696, Page 1982, Real Property Records, Collin County, Texas;

THENCE North 00 degrees 14 minutes 05 seconds West, with the West line of said 37.614 acres tract and the East line of said Hollifield tract, passing at 1,232.44 feet a 6 inch wood fence corner post for reference, and continuing along said course, a total distance of 1,237.69 feet to a 5/8 inch capped iron rod stamped "PLS, INC" (typical) set for the Northwest corner of said 37.614 acres tract in the South line of said County Road 8, and being the Northeast corner of said Hollifield tract;

THENCE North 89 degrees 45 minutes 50 seconds East, with the North line of said 37.614 acres tract and the South line of said County Road 8, a distance of 1,318.54 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 37.582 acres of land, more or less.

Attachment: Draft Ordinance (Pollard Tract - Zoning)

Exhibit B
Depiction of Property

Attachment: Draft Ordinance (Pollard Tract - Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Goldstein Tract - Rezoning

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

Applicant:
The Law Offices of Robert D. Daake, PLLC.
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the rezoning of approximately 188 acres to Community Facilities District (CF), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) zoning. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

E G A MOORE PKWY
MCILROY DR
COUNTY ROAD 128
PRIVATE ROAD 5674
COUNTY ROAD 133
N PETERMAN PKWY
LAKE DR
CHURCH ST
CHURCH CIR
HIGH POINT CIR
HIGH POINT DR
W FM 455
E J FRED SMITH PKWY
N CUSTER RD
COUNTY ROAD 127
FM 2478

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Goldstein
Location Map
City of Celina

3/29/2022

N W E S

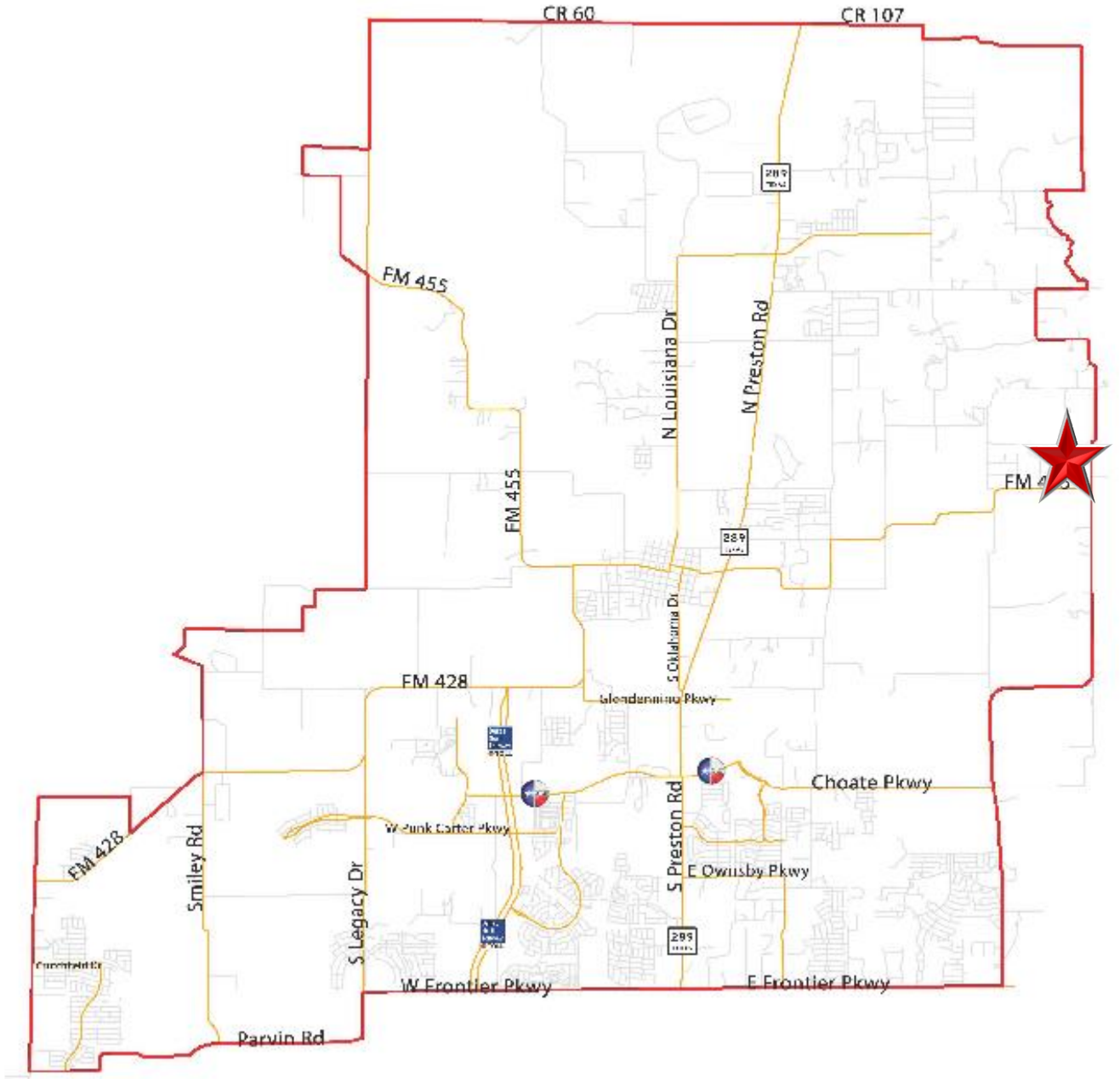
0 500 1,000 Feet

Attachment: Location Map (Goldstein Tract – Rezoning)

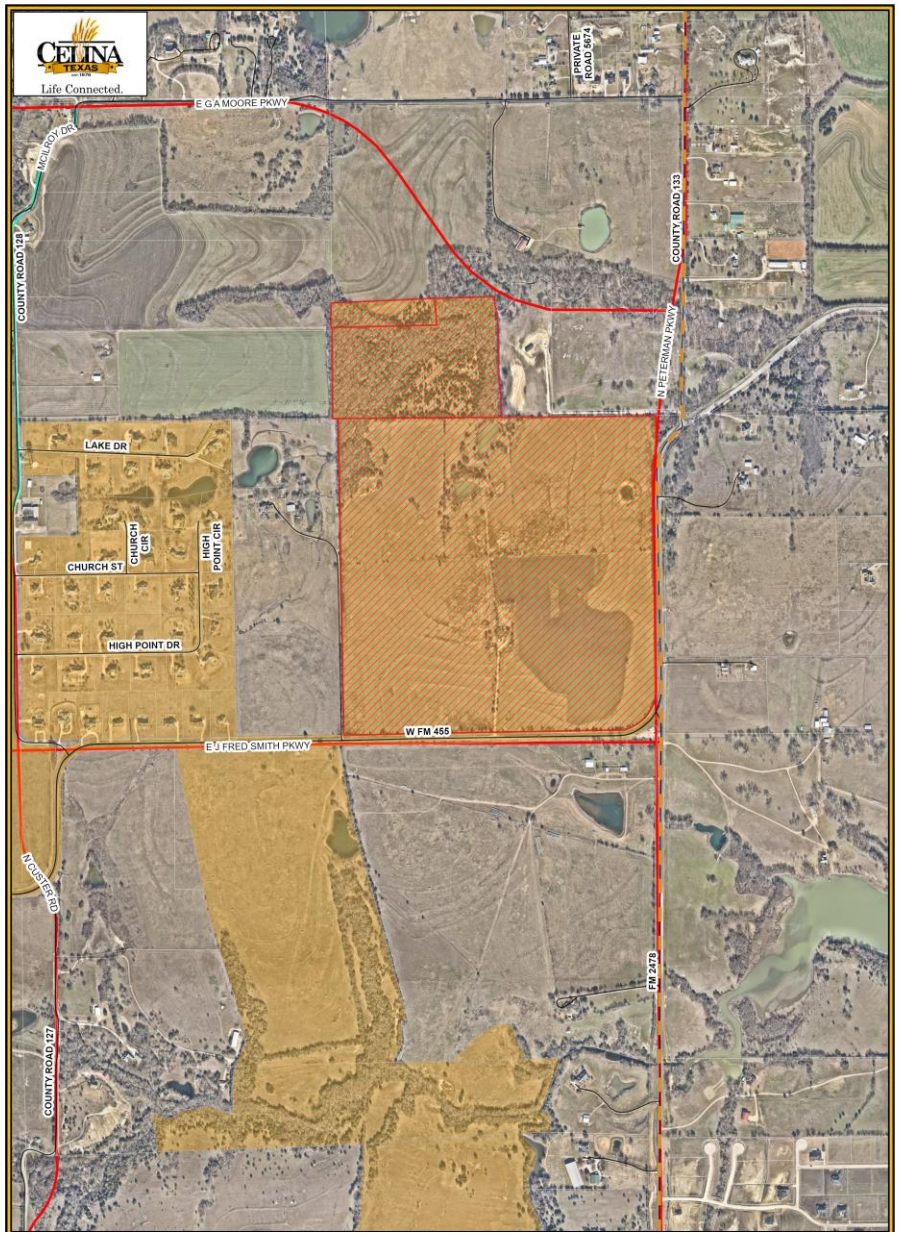
GOLDSTEIN TRACT

Rezoning

City Council
May 10, 2022



Attachment: Staff Presentation (Goldstein Tract – Rezoning)



LOCATION MAP

The subject property is generally located at the northwest corner of future Peterman Parkway and future J. Fred Smith Parkway

Attachment: Staff Presentation (Goldstein Tract – Rezoning)

BACKGROUND

- The subject property is approximately 188 acres
- The property is currently zoned Single-Family (SF-7.5), Townhomes (TH), and Commercial (C-1) districts
- The applicant is proposing to rezone the property to:
  - Community Facilities District (CF)
  - Single-Family Residential, Attached District (SF-A)
  - Commercial, Office, & Retail District (C)
- The addition of the Community Facilities District is to accommodate the location of a future school property owner

Attachment: Staff Presentation (Goldstein Tract – Rezoning)

Attachment: Staff Presentation (Goldstein Tract – Rezoning)

POLICY CONSIDERATIONS

- The zoning districts (of Townhomes and Commercial) are still retained and are not inappropriate for the location
- Community Facilities (CF) is an appropriate zoning district for municipal and school facilities

Attachment: Staff Presentation (Goldstein Tract – Rezoning)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Goldstein Tract – Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its April 19th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Goldstein Tract – Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
GOLDSTEIN TRACT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 188 ACRES LOCATED IN THE W.J. STAPP SURVEY, ABSTRACT NO. 834 AND THE PETER WETSEL SURVEY, ABSTRACT NO. 991, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF FUTURE PETERMAN PARKWAY AND FUTURE J. FRED SMITH PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE REZONED FROM SINGLE-FAMILY DISTRICT (SF 7.5), TOWNHOME DISTRICT (TH), AND COMMERCIAL DISTRICT (C-1) TO COMMUNITY FACILITIES DISTRICT (CF), SINGLE-FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A), AND COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) ZONING; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Land Plan, set forth in Exhibit "C", attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Goldstein Tract – Rezoning)

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 Community Facilities District (CF), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) zoning.

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein, as Community Facilities District (CF), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) zoning, and incorporates the Land Plan, 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 described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

Attachment: Draft Ordinance (Goldstein Tract – Rezoning)

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 (Goldstein Tract – Rezoning)

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 10th day of May 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

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

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Goldstein Tract – Rezoning)

Exhibit A
Legal Description

All that certain tract or parcel of land situated in the W.J. Stapp Survey, Abstract Number 834 and the Peter Wetsel Survey, Abstract Number 991, County of Collin, State of Texas, said tract being all of a called 4.02 acre tract as described in deed to Fred Goldstein, filed 08 October 2004, and recorded in volume 5770 page 3711 of the deed records of the County of Collin, State of Texas, and said tract being the remainder of a called 100.301 acre tract as described in deed to Fred Goldstein, filed 29 February 1980, and recorded in volume 1238 page 670 of said deed records, and being all of a called 10.000 acre tract as described in deed to Fred Goldstein and Murlene F. Goldstein, filed 10 January 1985, and recorded in volume 2048 page 379 of said deed records, and also being the remainder of a called 86.394 acre tract as described in deed to Fred Goldstein, filed 01 October 1982, and recorded in volume 1559 page 56 of said deed records, and being more fully described as follows:

Beginning for the southwest corner of the tract being described herein at a found 1\2 rod, said rod being the southwest corner of said Goldstein 10 acre tract, same being the southeast corner of a called 53.371 acre tract as described in deed to Randy E. Calvert et ux, Janet H. Calvert, filed 02 March 1992, and recorded in county clerks number 92-00123 89 of said deed records, said rod also being on the north right of way line of Farm to Market Road Number 455;

Thence: North 01 degrees 52 minutes 46 seconds West, with the west line of said Goldstein 10 acre tract, and with the east line of said Calvert tract, a distance of 1408.86 feet to a found 3\4 inch rod for the northwest corner of said Goldstein 10 acre tract, same being the most southerly southwest corner of said Goldstein 100.3 acre tract;

Thence: North 01 degrees 41 minutes 57 seconds West, with the west line of said Goldstein 100.3 acre tract, and with the east line of said Calvert tract, a distance of 1213.86 feet to a wood fence corner post for an ell corner of said Goldstein 100.3 acre tract, same being the northeast corner of said Calvert tract;

Thence: North 89 degrees 19 minutes 35 seconds West, with the south line of said Goldstein 100.3 acre tract, and with the north line of said Calvert tract, and with a barbed wire fence, a distance of 39.5 8 feet to a found 1\2 inch re bar for the most westerly southwest corner of said Goldstein 100.3 acre tract, same being the southeast corner of a called 31.48 acre tract as described in deed to William F. Ellis, filed 13 June 2001, and recorded in volume 4938 page 4638 of said deed records;

Thence: North 01 degrees 37 minutes 03 seconds West, with the west line of said Goldstein 100.3 acre tract, and with the east line of said Ellis tract, a distance of 764.68 feet to a found 1\2 inch rebar for the most westerly northwest corner of said Goldstein 100.3 acre tract, same being the southwest corner of said Goldstein 4 acre tract;

Thence: North 00 degrees 38 minutes 45 seconds West, with the west line of said Goldstein 4 acre tract, a distance of 176.97 feet to a found 1\2 inch rebar for the northwest corner of said Goldstein 4 acre tract, same being the southwest corner of a called 50.804 acre tract as described in deed to

Attachment: Draft Ordinance (Goldstein Tract – Rezoning)

RRKR 111, LTD, filed 08 October 2004, and recorded in volume 5770 page 3717 of said deed records;

Thence: North 86 degrees 38 minutes 59 seconds East, with the north line of said Goldstein 4 acre tract, and with the south line of said RRKR tract, a distance of 869 .96 feet to a found 1\2 inch rebar for the northeast corner of said Goldstein 4 acre tract, same being the most northerly northwest remainder corner of said Goldstein 100.3 acre tract;

Thence: North 87 degrees 27 minutes 20 seconds East, with the remainder north line of said Goldstein 100.3 acre tract, and with the south line of said RRKR tract, and with a barbed wire fence, a distance of 489.07 feet to a wood fence corner post for the most northerly northeast remainder corner of said Goldstein 100.3 acre tract, same being the southeast corner of said RRKR tract, said post also being on the west line of a called 60.688 acre tract as described in deed to RRKR 111, LTD, filed 08 October 2004, and recorded in volume 5770 page 3 732 of said deed records;

Thence: South 07 degrees 55 minutes 58 seconds East, with the east line of said Goldstein 100.3 acre tract, and with the west line of said RRKR 60 acre tract, and with a barbed wire fence, and passing at 100 feet a wood fence corner post on the north bank of a creek, and continuing on said course a total distance of 190.09 feet to a 12 inch Cedar Elm Tree for a corner of this tract, said tree being on the west line of a called 35 acre tract as described in deed to Paula Kelton Billy, filed 20 September 1958, and recorded in volume 543 page 187 of said deed records;

Thence: With the east line of said Goldstein 100.3 acre tract, and with the west line of said Billy tract, and with the remains of an old barbed wire fence, the following four (4) calls:

1. South 02 degrees 05 minutes 22 seconds East, a distance of 332.64 feet to a wood fence post,
2. South 01 degrees 18 minutes 37 seconds West, a distance of 81.35 feet to a tree stump,
3. South 07 degrees 00 minutes 01 seconds East, a distance of 191.28 feet to an 18 inch Bois'D Arc tree,
4. South 02 degrees 29 minutes 22 seconds East, a distance of 193.76 feet to a metal fence corner post for an ell corner of said Goldstein 100.3 acre tract, same being the southwest corner of said Billy tract;

Thence: With the north line of said Goldstein 100.3 acre tract, and with the south line of said Billy tract, and with a barbed wire fence, and tree line, the following three (3) calls:

1. North 89 degrees 14 minutes 58 seconds East, a distance of 381.77 feet,
2. North 88 degrees 43 minutes 40 seconds East, a distance of 472.29 feet,
3. North 87 degrees 52 minutes 07 seconds East, a distance of 431.11 feet to a found 1\2 inch rod by a wood fence corner post for the most easterly northeast corner of said Goldstein 100.3 acre tract;

Thence: South 01 degrees 37 minutes 17 seconds East, with the east line of said Goldstein 100.3 acre tract, and with a barbed wire fence, and passing at 267.8 feet a wood fence corner post, and

Attachment: Draft Ordinance (Goldstein Tract – Rezoning)

continuing on said course leaving said fence, a total distance of 300.53 feet to a set 1\2 inch steel square tubing for a corner of this tract, said tubing being on the north right of way line of said FM Road 455, and said tubing being in a curve to the left having a central angle of 22 degrees 59 minutes 50 seconds, and a radius of 522.46 feet, and chord bearing of South 09 degrees 36 minutes 35 seconds West, and a chord distance of 208.30 feet;

Thence: With said curve to the left, an arc length of 209. 70 feet to a set 1\2 inch steel square tubing for the end of said curve;

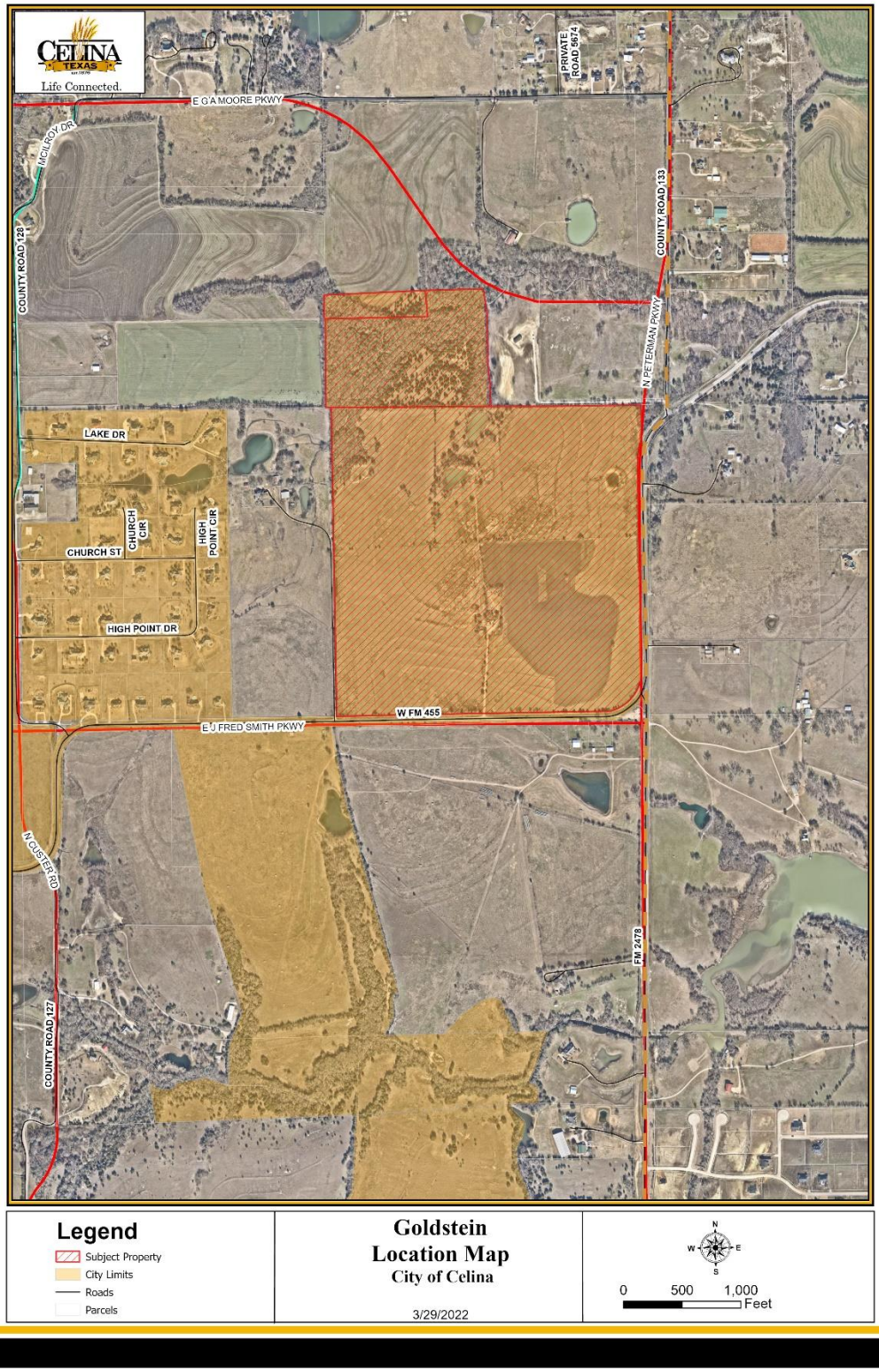
Thence: South 01 degrees 53 minutes 30 seconds East, now with the west line of said road, and passing at 1.31 feet a wood right of way monument, and continuing on said course, and passing at 617. 79 feet a found 3\4 inch rod being the southeast corner of said Goldstein 100.3 acre tract, same being the northeast corner of said Goldstein 86.3 acre tract, and continuing on said course, and passing at 1271.14 feet a wood right of way monument, and continuing on said course, and passing at 1761.63 feet a wood right of way monument, and continuing on said course, a total distance of 1763.81 feet to a set 1\2 inch steel square tubing for the start of a curve to the right having a central angle of 90 degrees 18 minutes 25 seconds, and a radius of 339.44 feet, and a chord bearing of South 43 degrees 15 minutes 44 seconds West, and a chord distance of 481.32 feet;

Thence: With said curve to the right, an arc length of 535.01 feet to a set 1\2 inch steel square tubing for the end of said curve;

Thence: South 88 degrees 24 minutes 55 seconds West, now with the north line of said road, and passing at 404.58 feet a wood right of way monument, and continuing on said course a total distance of 2267.61 feet to the POINT OF BEGINNING and containing 187.017 acres of land.

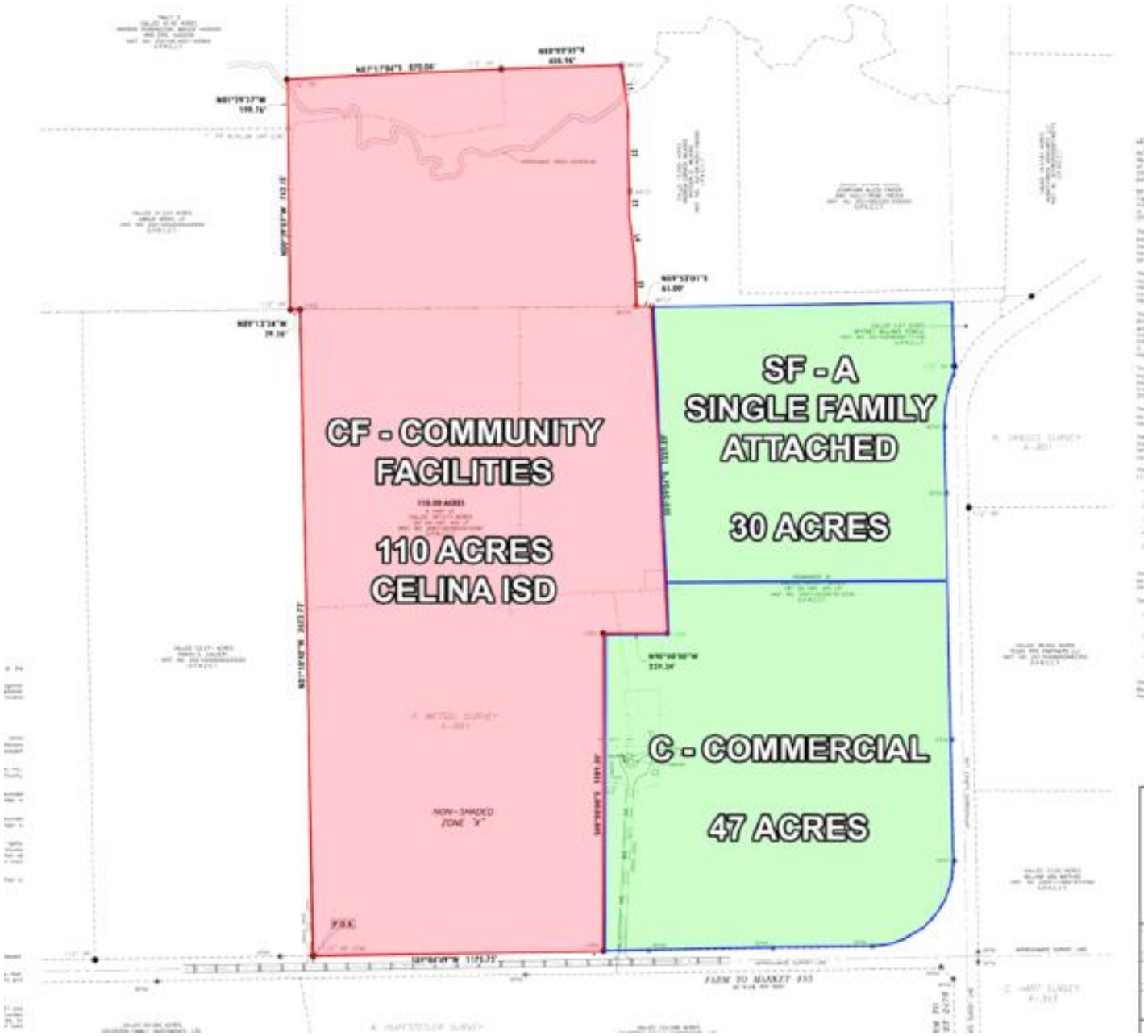
Attachment: Draft Ordinance (Goldstein Tract – Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Goldstein Tract – Rezoning)

Exhibit C
Land Plan



Attachment: Draft Ordinance (Goldstein Tract – Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Celina 100 - Development Agreement

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

Applicant:
Centurion American
1800 Valley View Ln., Ste. 300
Farmers Branch, TX 75234

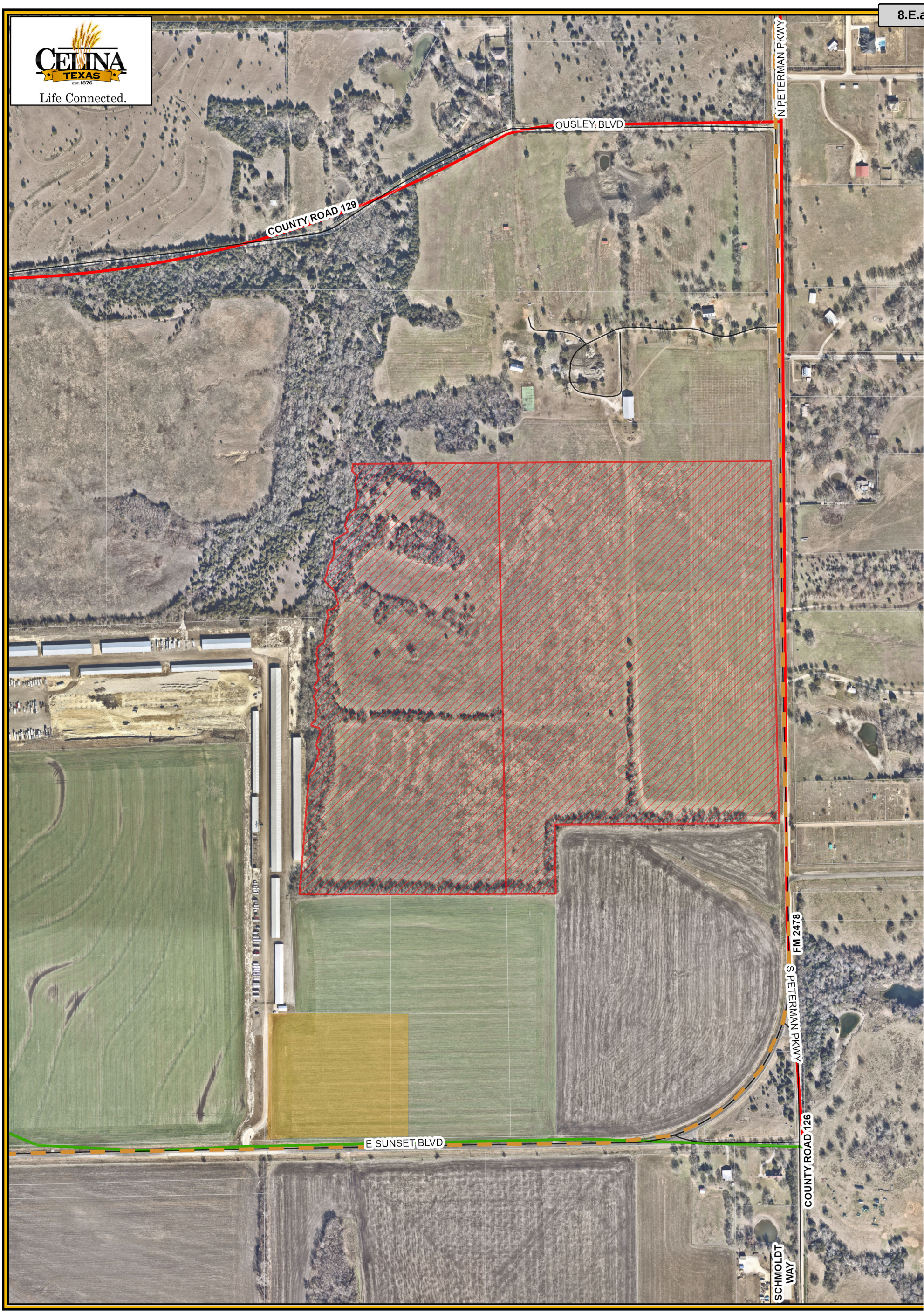
Background Information:
The property is approximately 100 acres within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning for the tract in order to develop an estate residential neighborhood. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Centurion 100
Location Map
City of Celina

3/28/2022

N W E S

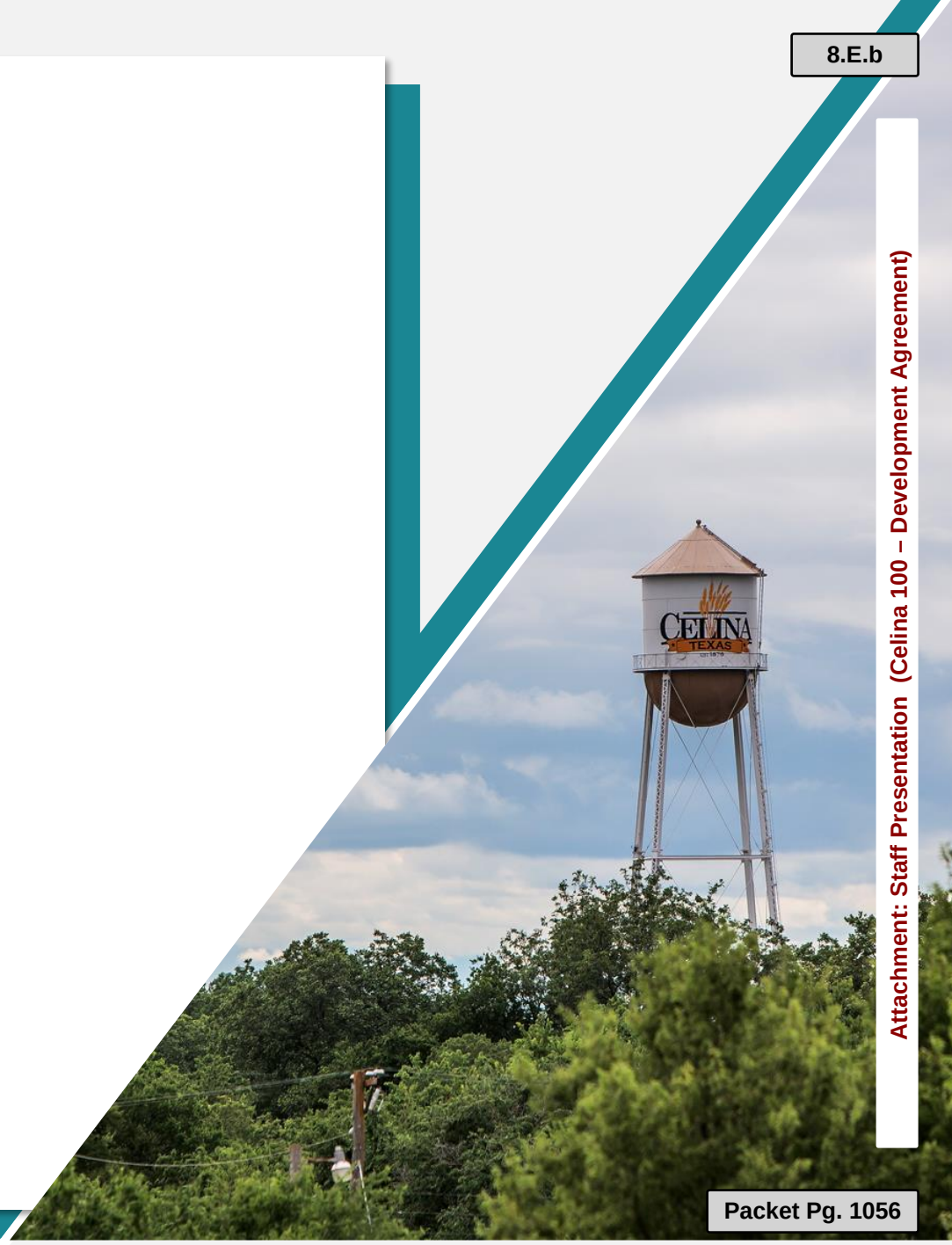
0 410 820 Feet

Attachment: Location Map (Celina 100 – Development Agreement)

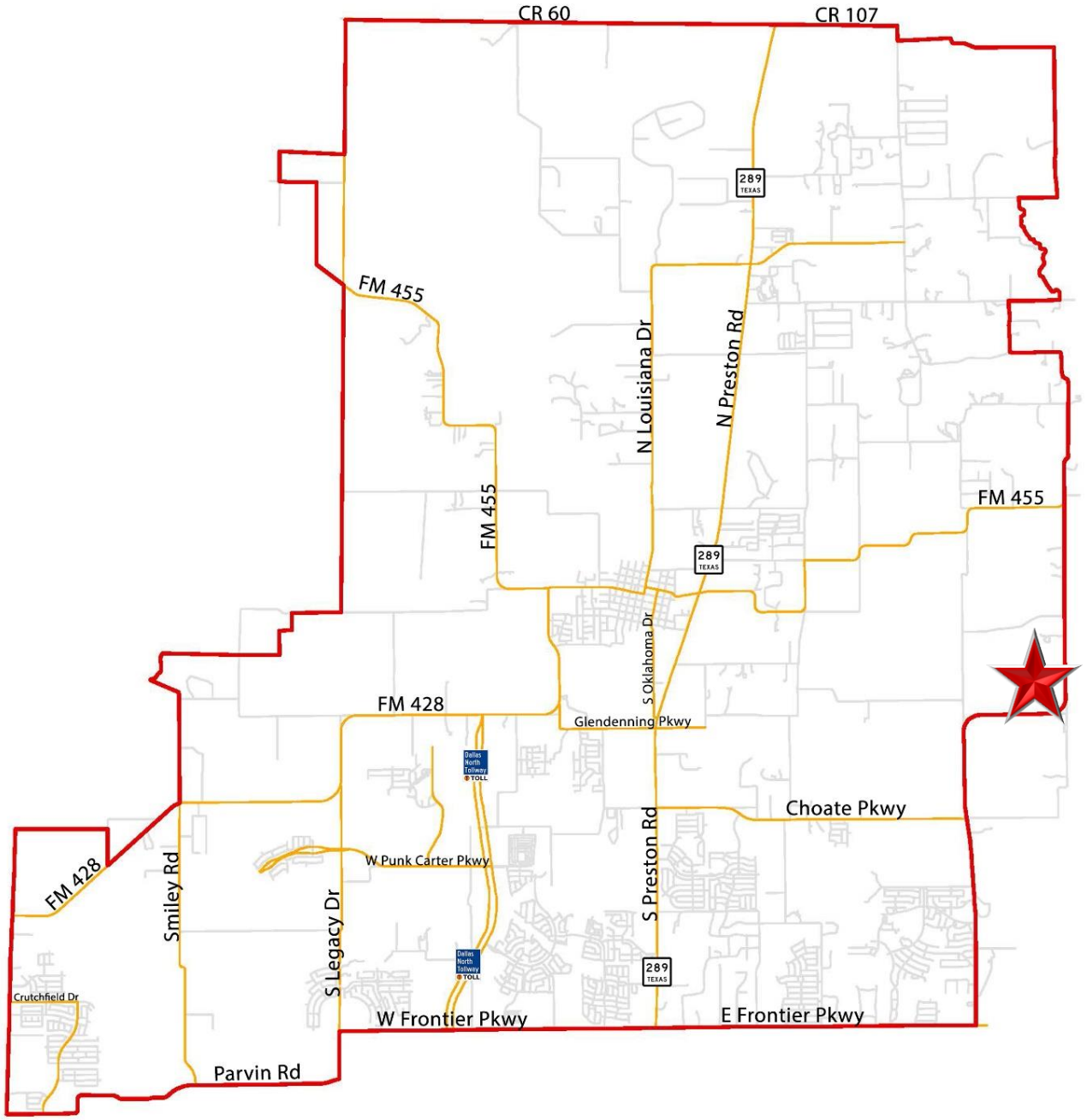
CELINA 100

Development Agreement

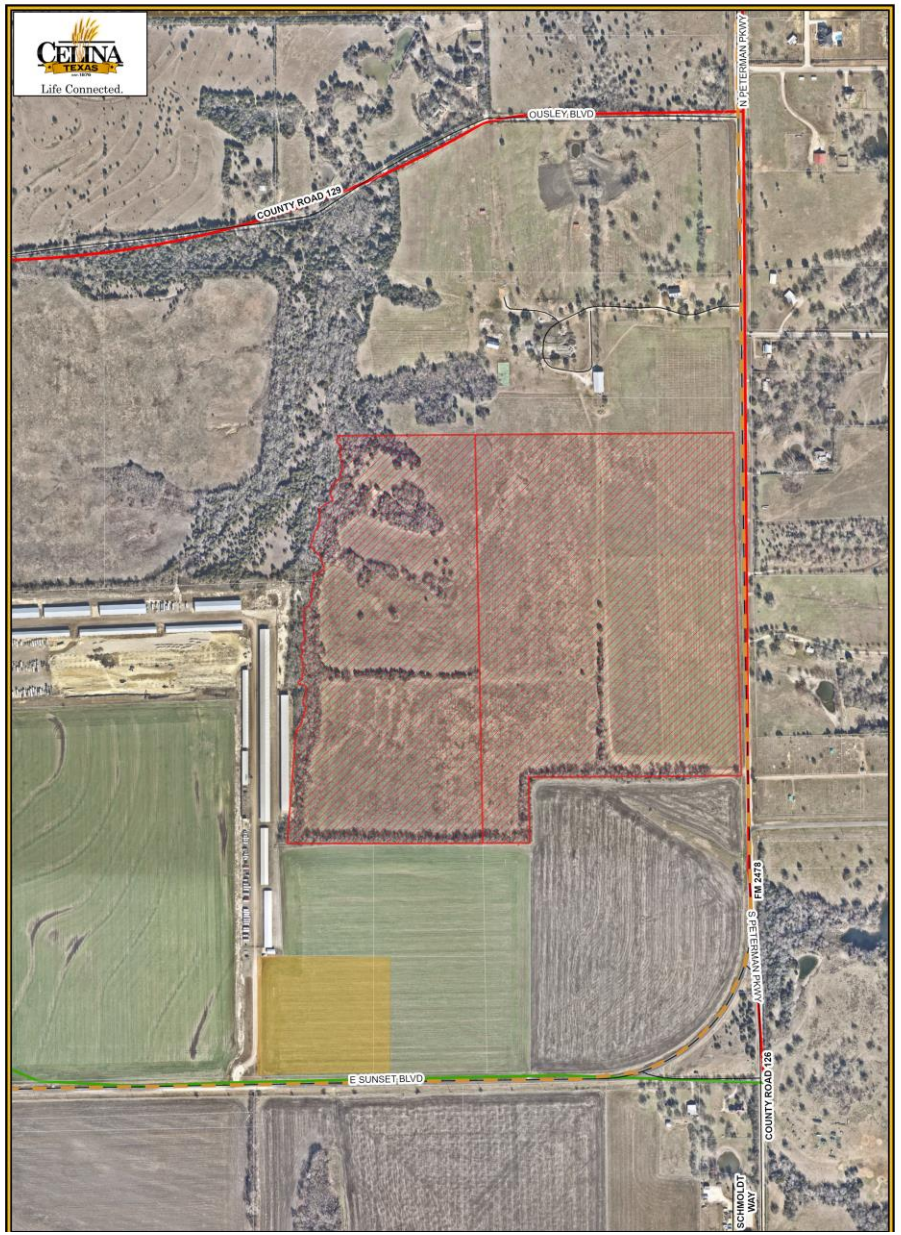
City Council
May 10, 2022



Attachment: Staff Presentation (Celina 100 – Development Agreement)



Attachment: Staff Presentation (Celina 100 – Development Agreement)



LOCATION MAP

The subject property is generally located west of future Peterman Parkway and approximately 1,600 feet north of future Sunset Boulevard

Attachment: Staff Presentation (Celina 100 – Development Agreement)

BACKGROUND

- The subject property is approximately 100 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- No pre-annexation agreement exists on the property
- The applicant is proposing to develop an estate residential neighborhood
- The Development Agreement outlines the future annexation and zoning for the property

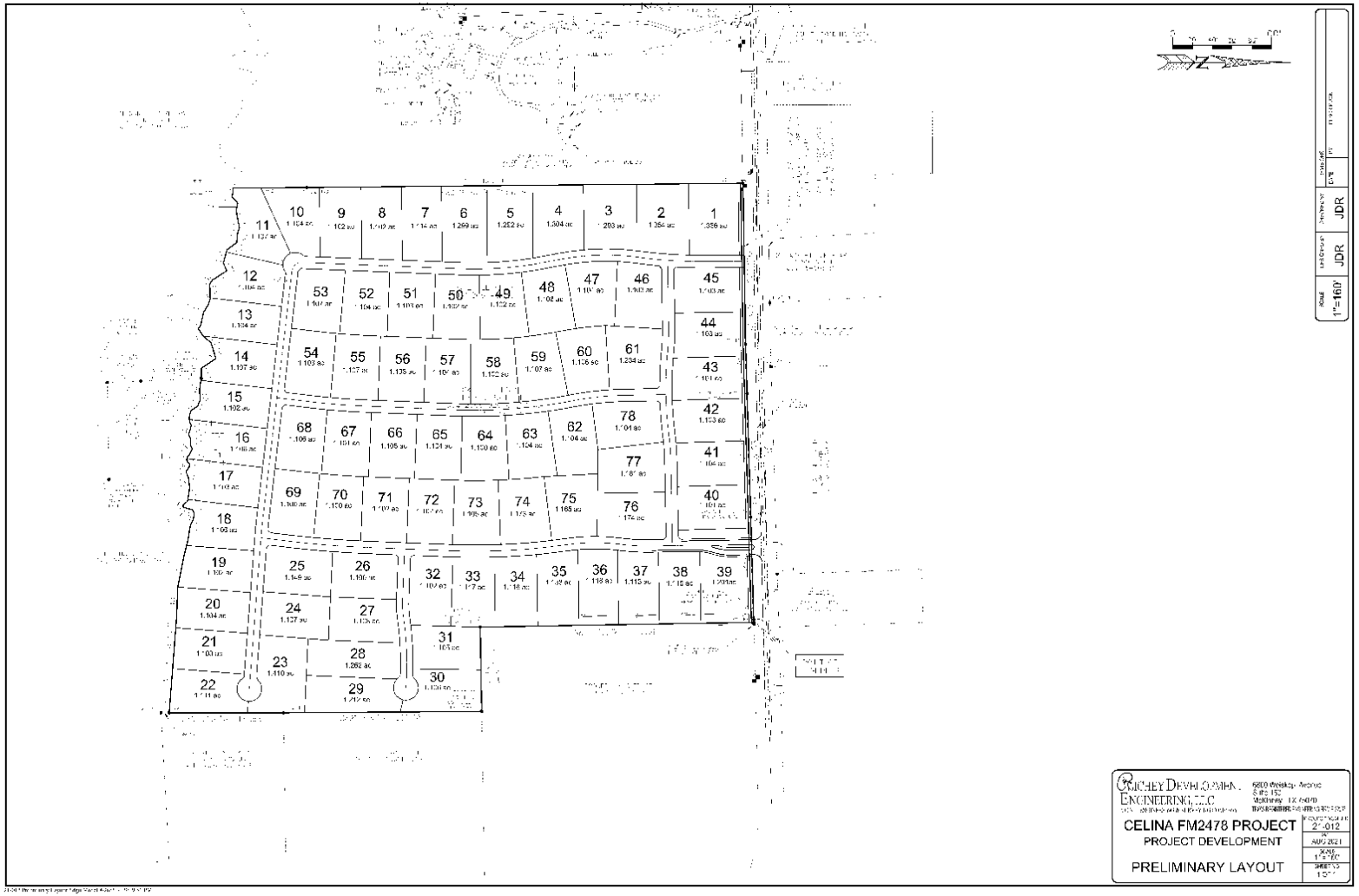
Attachment: Staff Presentation (Celina 100 – Development Agreement)

PROJECT OVERVIEW

- The development will consist of approximately 77 lots, each a minimum of 1 acre
- Estate residential neighborhoods are typically constructed with a “rural” cross section of concrete streets without curb & gutter drainage
- Perimeter right-of-way dedication and landscape buffers apply to arterial roadways
- The architecture may incorporate “modern farmhouse” elevations

Attachment: Staff Presentation (Celina 100 – Development Agreement)

CONCEPT PLAN



Attachment: Staff Presentation (Celina 100 – Development Agreement)

POLICY CONSIDERATIONS

- The DA will bring an additional 100 acres into the City Limits
- City standards (landscaping) will apply
- The property will ultimately be annexed and zoned (as Single-Family Estate district)
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations

Attachment: Staff Presentation (Celina 100 – Development Agreement)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Celina 100 – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its April 19th regular meeting
- Staff recommends approval of the proposed DA as presented

Attachment: Staff Presentation (Celina 100 – Development Agreement)

CELINA 100
DEVELOPMENT AGREEMENT

AMONG
MM CELINA 100, LLC

AND

THE CITY OF CELINA, TEXAS

_____, 2022

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

CELINA 100 DEVELOPMENT AGREEMENT

This Celina 100 Development Agreement (this "Agreement") is executed among MM Celina 100, LLC, a Texas limited liability company, (the "Developer") and the **City of Celina, Texas** (the "City") to be effective on the Effective Date (as defined below).

RECITALS

WHEREAS, certain terms used in these recitals are defined in Article I; and

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

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County ; and

WHEREAS, the Developer is the owner of approximately 99.951 acres of real property, generally located west of FM 2478 and south of CR 129 which lies within the extraterritorial jurisdiction ("ETJ") of the City, and with Collin County, Texas, more particularly described by metes and bounds and depicted on **Exhibit A** attached hereto, (the "Property"); and

WHEREAS, the Parties intend for this Agreement to take effect on the date this Agreement is executed by all Parties (the "Effective Date"); and

WHEREAS, in consideration of the Developer's agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"), as amended; and

WHEREAS, water, drainage, roadway, and other public infrastructure is not currently available to serve the Parties' intended development of the Property; and

WHEREAS, the Developer desires and intends to design, construct and install public improvements to serve the development of the Property; and

WHEREAS, the Developer intends for the design, construction and installation of the Authorized Improvements to occur in phases and to dedicate such Authorized Improvements to the City for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and contingent upon the partial or total financing of such Authorized Improvements; and

WHEREAS, the Developer estimates that the cost of the Authorized Improvements will be Twenty Million Dollars ($20,000,000.00) and is the proposed maximum amount that Developer will seek to finance and will seek for reimbursement; and

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

WHEREAS, the Parties intend that the Property be developed as a residential development as described herein, consisting of residential uses including open space, and other public and private amenities that will benefit and serve the present and future citizens of the City, including the creation of substantial future tax base for the City; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City Regulations, except as specifically provided herein; and

WHEREAS, the Parties intend that the Property shall be developed in accordance with the concept plan attached hereto as **Exhibit C** ("Concept Plan"), the development standards attached here to as **Exhibit D**, the roadway and paving standards attached hereto as Exhibit K, the storm drainage standards attached hereto as Exhibit L and the offsite water improvement standards attached as **Exhibit M**; and

WHEREAS, a portion of the Property is currently entirely in the extra-territorial jurisdiction of the municipality as authorized by Section 212.172, Texas Local Government Code; and

WHEREAS, the Parties intend that the retail water service to the Property will ultimately be provided by the City, but until that occurs by Marilee Special Utility District ("Marilee SUD"); and

WHEREAS, the Development is intended to utilize septic systems, so there will be no provider of retail sewer service to the Property; and

WHEREAS, the Parties contemplate that Developer will execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

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

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PIDs, 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 Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act, and (vii) administering the construction of the Authorized Improvements.

Agreement is defined in the introductory paragraph.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

Assessment means a special assessment levied by the City within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

Assessment Ordinance means an ordinance adopted by the City Council which levies Assessments on the Property within the PID in accordance with the PID Act to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the Property.

Assessment Roll(s) means the Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means water, drainage, and roadway infrastructure and public improvements needed to serve and fully develop the Property and to be constructed by the Developer or caused to be constructed by the Developer, including but not limited to the improvements listed in **Exhibit B** and as fully described in the SAP, and as authorized by Section 372.003 of the PID Act.

Authorized Improvement Costs means the actual costs of design, engineering, construction, acquisition, and inspection costs of the Authorized Improvements, and all costs related in any manner to the Authorized Improvements.

Bond Indenture means a trust indenture by and between the issuer of PID Bonds and a trustee bank under which PID Bonds are issued and funds disbursed.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit B**.

Certification for Payment Form means a certificate which shall be submitted to the City no more frequently than monthly for work completed on any of the Authorized Improvements, in substantially the same form as **Exhibit G** attached hereto.

City is defined in the introductory paragraph.

City Code means the Code of Ordinances, City of Celina, Texas.

City Council means the City Council of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulation(s) mean City Code provisions, ordinances, design standards, policy, order, guideline, master plans, uniform and international building and construction codes, regulations, or

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

other City-adopted or City-enforced requirement duly adopted by the City which may be amended from time to time,

Cost Overrun is defined in Section 6.2.

Cost Underruns means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the SAP.

Developer is defined in the introductory paragraph.

Development means the new development on the Property constructed in accordance with this Agreement.

Effective Date is defined in the Recitals.

End Buyer means any Developer, developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

Force Majeure means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics; and (g) governmental shutdowns.

Fully Developed and Improved Lot means any lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements, and/or other public improvements, and for which a final plat has been approved by the City and recorded in the Real Property Records of Collin County, Texas.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in a document in substantially the same form as **Exhibit E** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Landowner(s) means the Developer and any additional owners of the Property within the PID.

Landowner Agreement means an agreement by and between the City and a Landowner consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit F** attached hereto, as finally approved by the City Council.

Marilee SUD means the Marilee Special Utility District, which is anticipated to own and operate the water Infrastructure that will serve the Property.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Parcel(s) means any parcel of land located within a PID identified by either a tax map identification number assigned by the Collin 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.

Party(ies) is defined in the Recitals.

PID means a public improvement district to be consider for creation by the City for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Celina 100 Public Improvement District.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Administrator means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the Service and Assessment Plan or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bonds means special assessment revenue bonds issued by the City through the PID which shall not exceed a gross amount of $20,000,000..

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Documents means the PID Resolution, a Service and Assessment Plan, and an Assessment Ordinance.

PID Resolution means the resolution adopted by the Council creating a PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Project Fund(s) means the interest-bearing construction fund account(s) as set forth in the applicable Bond Indenture.

Property means the real property described by metes and bounds and depicted on **Exhibit A**.

Real Property Records of Collin County means the official land recordings of the Collin County Clerk's Office.

Reimbursement Agreement means an agreement between the City and the Developer in which Developer agrees to fund certain costs of the Authorized Improvements and the City agrees to reimburse Developer out of PID Bonds or Assessments for a portion of such costs of the Authorized Improvements funded by Developer with interest with the proceeds of Assessments as permitted by the PID Act.

Service and Assessment Plan or SAP means a PID Service and Assessment Plan adopted by the City Council, as may be updated, supplemented, and amended annually, if needed, by the City

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the City, as required by this Agreement.

ARTICLE II
CELINA 100 DEVELOPMENT

2.1 Development Overview – Celina 100 Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, including the Authorized Improvements and any other public improvements in accordance with this Agreement and the City Regulations. The Development consists of residential elements as generally shown on the Concept Plan attached as **Exhibit C** hereto.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Authorized Improvements or any public improvements to the City's standards and specifications and subject to the City's approval in accordance with City Regulations, and the Development Standards as set forth in **Exhibit D, Exhibit K, and Exhibit L** attached hereto.

(c) Upon completion, inspection and acceptance by the City, the City shall own all of the Authorized Improvements; subject to certain maintenance responsibilities of the HOA, for a portion of the Authorized Improvements related right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements or appurtenances not maintained and operated by the City.

ARTICLE III
PUBLIC IMPROVEMENT DISTRICT

3.1 Creation and Levy of Assessments. A petition to create the Celina 100 Public Improvement District has been submitted to the City supported by such additional documentation as the City may require. The City shall initiate and consider for approval all necessary documents and ordinances required under the PID Act, to create the PID, to levy the Assessments on property within the PID, and to prepare and consider for approval the Service and Assessment Plan providing for the levy of the Assessments on the property within the PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan for the PID acceptable to the Developer and the City and subject to City Council making findings that the Authorized Improvements confer a special benefit on the property within the PID, the City Council shall consider an Assessment Ordinance. The Developer shall develop the Property consistent with the terms of this Agreement and any approved PID Documents.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment(s), the Landowners shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Landowners and shall approve and accept in writing the Home Buyer Disclosure Program in substantially the same form as attached as **Exhibit E** hereto and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor Developers and owners of the Property

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such Assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program.

3.3 PID Assessment Amount. A maximum overlapping tax rate equivalent for Parcels within the PID shall not exceed $3.09 per $100 assessed value when including all taxing entities at the time of the assessment of the Property based upon the estimated average home value as defined in the adopted service and assessment plan approved by the city council.

ARTICLE IV

AUTHORIZED IMPROVEMENTS

4.1 Authorized Improvements. The Budgeted Costs, including Authorized Improvements, are subject to change and shall be updated consistent with the Service and Assessment Plan and the PID Act. The Authorized Improvements shall be identified and included on each approved site plan and final plat(s) for the Property as each final plat/site plan for each phase of the Property is approved by the City.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and have them submitted to the City for approval in accordance with the City Regulations.

(b) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents for the Authorized Improvements. The Developer shall administer the contracts. The Budgeted Costs, which are estimated on **Exhibit B**, shall be paid from the proceeds of PID Bonds, if the PID is approved, in accordance with the Bond Indenture, or reimbursed by the collected Assessments pursuant to the terms of a Reimbursement Agreement through the Certification for Payment Form process where the Developer or the Developer's assignee will submit invoices for payment.

(c) Construction Standards and Inspection. The Authorized Improvements will be installed within the public right-of-way or in easements granted without cost to the City. The Authorized Improvements shall be constructed and inspected in accordance with applicable state law, City Regulations and all others applicable development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Authorized Improvements.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Sections 252.022(a)(9) and 252.022(a)(11) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then alternative delivery methods may be used by the City as allowed by law.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

(e) Ownership. All the Authorized Improvements, with the exception of those Authorized Improvements which shall initially be owned and operated by Marilee SUD, shall be owned by the City upon acceptance of them by the City using procedures established by the City Regulations and this Agreement. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate or ensure the dedication of easements for the Authorized Improvements, as applicable, to the City and the public. In the future, the City intends acquire the water improvements from Marilee SUD.

(f) Authorized Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Authorized Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of an Authorized Improvement to the City. The City Manager shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City Manager, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Manager does not approve the preliminary title report, the City shall not be obligated to accept title to the Authorized Improvement until the Developer has cured such objections to title to the satisfaction of the City Manager.

(g) Authorized Improvements Constructed on the Property. If an Authorized Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvement. If an Authorized Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement, as evidenced on the final plat of the Property, to enter upon such land for purposes related to inspection and maintenance of the Authorized Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Authorized Improvement as required by the City Regulations or this Agreement or in the City's reasonable judgment to be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement. The provisions for inspection and acceptance of such Authorized Improvements shall be in accordance with the City Regulations except as modified by this Agreement.

(h) Standards. Except as otherwise expressly provided for in this Agreement, all Authorized Improvements shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Authorized Improvements shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Authorized Improvements shall require a two-year maintenance bond following completion of such Authorized Improvements, which bond shall run in favor of the Party responsible for maintenance of the completed Authorized Improvements. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Authorized Improvements will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

way. The size of the Authorized Improvements shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay for such oversizing costs (such costs calculated as the difference in cost for the Authorized Improvement without oversizing and the cost for the Authorized Improvement with oversizing based on bids generated for each scenario) as they become due and payable under the construction contract.

(i) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

4.3 Operation and Maintenance of Authorized Improvements.

(a) It is the intent of the Parties that upon inspection, approval, and acceptance of the water Authorized Improvements or any portion thereof, by Marilee SUD, Marilee SUD will provide water service to the Property, provided that the maintenance and operation of the detention ponds shall be the responsibility of the HOA, as defined below.

(b) Upon inspection, approval, and acceptance of the roadway and associated water Authorized Improvements or any portion thereof, the City shall maintain and operate the accepted roadway and associated water Authorized Improvements.

(c) The HOA, as applicable, shall maintain and operate, in accordance with the City Regulations, the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas, and any other related common improvements or appurtenances not maintained and operated by the City.

ARTICLE V
ADDITIONAL DEVELOPER AND CITY OBLIGATIONS

5.1 Mandatory Homeowners' Association. The Developer will create a mandatory homeowners' association ("HOA") over residential portions of the Property, which HOA, in accordance with City Regulations and through its covenants, conditions and restrictions filed in the Real Property Records of Collin County or its by-laws, shall be required to assure compliance with this Agreement, and shall be required to remain solvent and assess and collect from owners annual fees in an amount calculated to operate and maintain the open spaces, common areas, detention ponds, screening walls, detention areas, and other related improvements or

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

appurtenances that are not required to be dedicated or maintained and operated by the City within the residential portion of the Property. Common residential areas, including but not limited to all landscaped entrances to the residential portions of the Property, and all other improvements not maintained by the City shall be maintained solely by the HOA. The HOA shall be required to pay ad valorem taxes on any property owned by the HOA.

5.2 Retail Water Service to the Property. It is anticipated that the Marilee SUD will provide retail water service to the entire Property, until such time as the City acquires a Certificate of Convenience and Necessity (a "CCN") for the provision of water services to the Property, after which point the City shall take possession of the Authorized Improvements then owned by Marilee SUD. The City shall be responsible for negotiating with Marilee SUD for any CCN release, swap, or dual certification necessary to allow the City to provide retail water service to the Property, and the City shall be responsible for all reasonable costs and fees to acquire the CCN and Authorized Improvements described in this Section 5.2.

5.3 Retail wastewater service. Parcels within the Property will use septic systems, and therefore no retail wastewater services will be provided by the City or Marilee SUD.

ARTICLE VI
PAYMENT OF AUTHORIZED IMPROVEMENTS

6.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds, the City shall establish the Improvement Account of the Project Fund in accordance with the applicable Bond Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City, or the trustee bank for the PID Bonds, and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

6.2 Cost Overrun. In advance of the Developer letting a contract for the Authorized Improvements, the City shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the Budgeted Costs provided on **Exhibit B,** as amended from time to time pursuant to this Agreement. If the total cost of an Authorized Improvements (or segment or section thereof) exceeds the Budgeted Cost for such Authorized Improvement (or segment or section thereof) (a "Cost Overrun"), the Developer shall be solely responsible for the remainder of the Authorized Improvements Costs (or segment or section thereof), except as provided for in Section 6.3 below.

6.3 Cost Underrun. If, upon the completion of construction of an Authorized Improvement (or segment or section thereof) and payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement with the approval of the City Manager and provided that all Authorized Improvements as set forth in the Service and Assessment Plan are

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undertaken at least in part. The elimination of a category of Authorized Improvements in the Service and Assessment Plan will require an amendment to the SAP. Prior to completion of all Authorized Improvements within an improvement category, as listed in the applicable SAP and the applicable PID phase, ten percent (10%) of funds available from an improvement category may be used as Cost Underruns and applied to another improvement category without approval of the City. If, upon completion of the Authorized Improvements in any improvement category, any funds remain in such category, those funds may be used to reimburse the Developer for any qualifying costs of the Authorized Improvements that have not been paid. Authorized Improvements Cost Underruns that are for utilities may be used for the costs of other Authorized Improvements utilities costs without the approval of the City Manager.

6.4 Prioritization of Payments and Remainder of Funds in the Improvement Account of the Project Fund. Authorized Improvement costs shall be paid first from Bond proceeds, and then from any Developer deposit maintained. If funds remain in the improvement account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and, excluding any Developer deposit, the payment of all Authorized Improvement Costs as provided for in the Bond Indenture, then such funds thereafter shall be the exclusive property of the City and shall be used by the City as provided for in the Service and Assessment Plan, the Bond Indenture, or any other applicable use to the Property as provided by law. If any Developer deposit funds are remaining after completion of all Authorized Improvements and payment of all Authorized Improvement Costs as provided for in the Bond Indentures and SAP, then such funds shall be returned to the Developer.

6.5 Payment Process for Authorized Improvements.

The City shall authorize reimbursement of the Authorized Improvement Costs from PID Bond proceeds. The Developer shall submit a Certification for Payment Form to the City (no more frequently than monthly) for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the City. The Certification for Payment Form is set forth in **Exhibit G**, as may be modified by the Bond Indenture or a Reimbursement Agreement, if applicable. The City shall review the sufficiency of each Certification for Payment Form (each, a "Payment Certificate") with respect to compliance with this Agreement, compliance with City Regulations, and compliance with the SAP. The City shall review each Payment Certificate within fifteen (15) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Bond Indenture or Reimbursement Agreement, if applicable, and payment shall be made to the Developer or its designee pursuant to the terms of the Bond Indenture or Reimbursement Agreement, if applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the Bond Indenture or Reimbursement Agreement, as applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed Notice to the Developer within ten (10) business days of receipt thereof, then payment with respect to disputed

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portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the lesser of: (i) the Budgeted Costs as set forth in **Exhibit B** and the SAP, and (ii) the Authorized Improvement Costs, from funds available pursuant to the Bond Indenture or a Reimbursement Agreement, as applicable, or (iii) the actual cost of the Improvements.

Reimbursement to the Developer for PID creation expenses and to the City for Administrative Expenses relating to the creation of each PID, the levy of Assessments and issuance of PID Bonds may be distributed at closing of the PID Bonds pursuant to a closing disbursement request, in the form attached as **Exhibit H**.

6.6 Conflict with Financing Documents. In the event of a conflict between the provisions of this Article VI and the Bond Indenture, the Bond Indenture will control.

ARTICLE VII
ANNEXATION

(a) Within thirty (30) days of being requested to do so by the City, Developer agrees to (i) submit a voluntary annexation petition for the Property, or (ii) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Prior to annexation of the Property, the City shall have considered this Agreement, shall have submitted to Developer, and Developer shall review and approve, and this annexation service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Developer. Developer acknowledges and agrees that this Article VII was a material inducement for the City to enter into this Agreement with Developer and to create a PID.

(b) Pursuant to 212.172(b)(7) of the Texas Local Government Code, the Parties agree that if the voluntary petition for annexation includes only all or a portion of the Property, the following procedures may be used by the City for any annexation in lieu of Local Government Code Chapter 43 procedures, subject to applicable pre-empting or superseding state law:

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

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

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

(4) The City must post notice of the hearing on the City's Internet website and publish notice of the hearing in the official newspaper of the City. The notice for the hearing must be:

(A) mailed to the owner of the Property as indicated on the most recent certified tax roll;

(B) published at least once on or after the 20th day but before the 10th day before the date of the hearing; and

(C) posted on the City's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

The Developer is not required to enter into this Agreement. The annexation procedures described in plain language in this Agreement require the Developer's consent. The Parties acknowledge and agree that this Agreement shall satisfy the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.

ARTICLE VIII
DEVELOPMENT

8.1 Full Compliance with City Regulations. The City and Developer acknowledge and agree that, except as expressly waived, modified or abated by this Agreement, all of the City Regulations in effect on the Effective Date of this Agreement, shall apply to any and all development activity undertaken on the Property (or any portion of the Property) in connection with the Development, except when those regulations conflict with the attached Development Standards. Notwithstanding the foregoing, following a five-year period from the Effective Date, Developer acknowledges and agrees, that, except where specifically in conflict with this Agreement, the duly adopted international and uniform building, construction and fire codes, with local amendments, shall apply to the Property.

8.2 Conflict. Provided that in the event of any conflict between the City Regulations and this Agreement, including the Development Standards, this Agreement and the Development Standards shall control now and in the future. The City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to amend the Development Standards attached hereto as **Exhibit D** after the Effective Date, unless agreed to by Developer, its successors or assigns. Following a five-year period from the Effective Date, Developer acknowledges and agrees that, except where specifically in conflict with this Agreement, the duly adopted international and uniform building, construction, and fire codes, with local amendments, shall apply to the Property.

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8.3 Development in Compliance with Concept Plan. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Concept Plan attached as **Exhibit C** and the Development Standards attached as **Exhibit D**, respectively, and applicable City Regulations at the time of the Effective Date. The City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to amend the Development Standards attached hereto as **Exhibit D** after the Effective Date.

8.4 Building Codes, Fire Codes and Building Materials. As consideration for the certain impact fees being waived for the Property, Developer has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.

8.5 Traffic Impact Study. No Traffic Impact Study shall be required as a part of this Development.

8.6 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Furthermore, upon an administratively complete application for a final plat for any portion of the Property, Developer may additionally claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

8.7 Property Acquisition. The Parties acknowledge that the Developer may be required to acquire certain off-site property rights and interests to allow certain Authorized Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City, in its sole discretion, may take reasonable steps to secure same through

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the use of the City's power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of PID Bonds, if PID Bonds are issued, or Assessments and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City's discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that the Authorized Improvements can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written Notice from the City. Any unused escrow funds will be refunded to Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by the Developer, the Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments as allowable under state law.

8.8 Zoning of the Property. Currently, the Property is located in the ETJ of the municipality. The Parties agree that the Concept Plan attached hereto as **Exhibit C**, the Development Standards attached hereto as **Exhibit D, Exhibit K, and Exhibit L**, together with the City Regulations, and the applicable provisions of this Agreement memorialize the plan for development of the Property as of the Effective Date. The City shall consider rezoning the Property as a new PDD - Planned Development District consistent with the Concept Plan attached hereto as **Exhibit C**, the Development Standards attached hereto as **Exhibit D, Exhibit K, and Exhibit L**, and the applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. The City will require the Developer to submit a formal zoning application to proceed with zoning the Property as contemplated by this Section.

8.9 Offsite Detention. The City shall not prohibit any lot within the Property to use offsite detention in lieu of onsite detention provided that the City be provided an agreement, in writing, between two adjacent lot owners for the offsite detention prior to the approval of a final plat depicting such offsite detention.

8.10 Internet and Gas Lines. Simultaneously with the construction of water Authorized Improvements, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet

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infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

ARTICLE IX
DEVELOPMENT PROCESS AND CHARGES

9.1 Development Fees. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City.

9.2 Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees as amended and uniformly adopted throughout the City (the "Inspection Fees"), according to the fee schedule adopted by the City Council on the Effective Date.

9.3 Park Development, Credit for Parkland Dedication & Parkland Fees. Developer agrees to construct such parks, landscaped and/or seeded open space, and other recreational facilities as shown on the Concept Plan attached hereto as **Exhibit C.** In consideration of the Developer's obligations under this Agreement, the City shall waive all open space requirements, all parkland dedication requirements, and all parkland dedication fees for the Project so long as the Concept Plan is substantially complied with.

9.4 Waiver of Fees. Except as otherwise provided in this Section, all fees associated with the Development due and owing at the time of building permit issuance from time to time pursuant to City Regulations, shall be waived. The Developer will not pay any fees except the City's typical inspection fees, building permit fees and ISD fund fees associated with single family home construction. All other fees, including impact fees, roadway fees, water fees, wastewater fees, park fees, tech fees (provided the Developer constructs internet infrastructure within the Property to serve the Development), tree mitigation fees, and City fees, are waived. The Developer shall be responsible for the construction of all Authorized Improvements, to the extent such Authorized Improvements are necessitated by and attributable to the development of the Property.

9.5 **INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE AUTHORIZED IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER**

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AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS; (IV) ANY CLAIMS (INCLUDING DEATH) OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED IMPROVEMENTS; OR (V) ANY CLAIMS (INCLUDING DEATH) AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE AUTHORIZED IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE AUTHORIZED IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES. THIS SECTION 9.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST,AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

9.6 **DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/**

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DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(c) NUISANCE.

(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE AUTHORIZED IMPROVEMENTS.

(B) THIS SECTION 9.6 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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9.7 Inspections and Permitting. The City shall have a right to inspect, as authorized or required by City Regulations, the construction of all structures, Authorized Improvements, and any public improvements necessary to support the proposed development within the Property, including water, 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-year maintenance bond the Developer shall provide for all Authorized Improvements. Except as otherwise provided in this Agreement, if the City finds that such improvements have been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense other than those improvements that the HOA is obligated to maintain as set forth in Article V of this Agreement located on the Property which may be owned by the City but shall be maintained by the HOA.

9.8 Temporary Street Closures. To the extent reasonably requested by the Developer in connection with the construction of the Authorized Improvements, the City shall grant and issue to the Developer all necessary permits to authorize temporary closures of, and shall grant and issue to the Developer all necessary permits to make cuts or other perforations in, demolish and excavate all or portions of any street, alley or other public right-of-way that is under reasonable control of the City and that is contained in whole or in part within the Property or that abuts any portion of the Property; provided however, all such actions are subject to the City's obligations to preserve and protect public health, safety, and welfare.

9.9 Joint Cooperation. During the planning, design, development and construction of the private improvements and the Authorized Improvements on the Property, the Parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Development. The City will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

9.10 Public Education Support. Developer requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Developer agrees to cause the homeowner's association that Developer intends to create over all or some of the Property (which will initially be controlled by Developer) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit I**, at the first/organization meeting of said association. In addition, when Developer creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit I**.

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ARTICLE X
TERM

The term of this Agreement shall be for a period of thirty-five (35) years after the Effective Date unless extended by mutual agreement of the Developer and the City or thirty (30) years after the last issuance of PID Bonds, whichever is later.

ARTICLE XI
EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

11.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE XII
ASSIGNMENT AND ENCUMBRANCE

12.1 Assignment by the Developer.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer and any Assignee have the right (from time to time) to assign this Agreement to a non-affiliate, non-related entity, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") with City consent, which consent the City shall not unreasonably withhold. The Developer and any Assignee have the right (from time to time) to assign this Agreement to an affiliate or related entity, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement without City consent, but with notice to the City, provided that the Developer is not in default of this Agreement at the time

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of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee. The Developer shall maintain written records of all assignments made by the Developer to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property. Any receivables due under this Agreement, any Economic Development Agreement, any construction funding agreement, any Reimbursement Agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), or any Chapter 380 grant may be sold, transferred, or assigned by Developer to any person, including without limitation, to a trustee in connection with a trust indenture, without the consent of, but upon written Notice to the City in accordance with Section 16.2 of this Agreement and as allowed. The Developer may also collaterally assign the PID receivables as collateral for any development loan, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

12.2 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of the Developer. Provided however, that this language does not apply to any real property interest which the City may have within the Development.

12.3 Encumbrance by Developer and Assignees. The Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written Notice to, the City, and (b) to any person or entity with the City Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any

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obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time, but no more than 180 days, to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor Developer through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

12.4 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer's prior written consent. Provided however, that this section shall not apply to any real property interests which the City may have in the Development.

12.5 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest (but not including End Buyer) in any part of the Property shall have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations.

12.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE XIII
RECORDATION AND ESTOPPEL CERTIFICATES

13.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by

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this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations, including the City Regulations, as they currently exist or may be amended, that apply to such lots.

13.2 Estoppel Certificates. From time to time upon written request of the Developer or any future Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, and upon the payment of a $1,000.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of an Developer under this Agreement that are in default.

ARTICLE XIV
ADDITIONAL PROVISIONS

14.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

14.2 Notices. Any Notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 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 North Ohio
Celina, Texas 75009

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

To the Developer:
Attn: Brock Babb
MM Celina 100, LLC,
1800 Valley View Lane, Suite 300
Farmers Branch Texas 75234

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With a copy to: Attn: Robert Miklos
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Any party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

14.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

14.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

14.5 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.

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

14.7 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court or the applicable federal court.

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

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

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

14.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

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

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Authorized Improvements and Estimated Costs
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Home Buyer Disclosure Program
Exhibit F	Landowner Agreement
Exhibit G	Certification for Payment Form
Exhibit H	Closing Disbursement Request
Exhibit I	CISD HOA Education Fund
Exhibit J	Intentionally Deleted
Exhibit K	Roadway/Paving Standards
Exhibit L	Storm Drainage Standards
Exhibit M	Offsite Water Improvement Standards

14.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall record this Agreement in the real property records of Collin County, which notifies Developers of Property of the obligations set forth in the Home Buyer Disclosure Program.

14.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

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14.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within nine (9) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

14.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

14.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

14.18 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

14.19 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

14.20 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

14.21 Gift to Public Servant. The Developer shall not, and shall use commercially reasonable efforts to cause its contractors and agents to not, offer, or agree to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require the Developer to remove any employee or contractor of the Developer from performance

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responsibilities under this Agreement who has violated the restrictions of this section or any similar state or federal law.

14.22 Anti-Boycott Verification. No Boycott Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

14.23 Not a Listed Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

14.24 Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action

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that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

14.25 Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual

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or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit

14.26 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[Signatures to Follow]

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Executed by the Developer, the District and the City to be effective on the Effective Date.

ATTEST:

CITY OF CELINA, TEXAS

_____
Name: Vicki Tarrant
Title: City Secretary

By: _____
Name: Mindy Koehne
Title: Mayor Pro Tem

Date: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2022 by Mindy Koehne, Mayor Pro Tem of the City of Celina, Texas, a home-rule municipality, on behalf of said home rule municipality.

_____
Notary Public, State of Texas

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Developer:

MM Celina 100, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Celina 100, LLC, a Texas limited liability company on behalf of said company.

_____

Notary Public, State of Texas

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EXHIBIT A
Metes and Bounds Description and Depiction of the Property

BEING all that certain 99.951-acre tract of land situated in the W. A. Brown Survey, Abstract No. 55, S. P. Brown Survey, Abstract No. 62, and the John D. Brown Survey, Abstract No. 102, City of Celina, Collin County, Texas, and being all that certain tract of land conveyed to Beckett Investment Partners II, LP, by deed recorded in County Clerk's File No. (cc#) 20061020001512140, Official Public Records, Collin County, Texas (OPRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the most easterly southeast corner of said Beckett Investment tract, from which a 60D nail found in wood right-of-way monument bears North 07 deg. 46 min. East, 2.60 feet, and from which a 1/2 inch iron rod found bears S 02°14' E, 7.67 feet, same being the northeast corner of that certain tract of land conveyed to Booker Living Trust, by deed recorded in cc# 95-0020523, (DRCCT), same being in the westerly right-of-way line of F.M. Highway No. 2478 (100 foot right-of-way);

THENCE along the common line of said Beckett Investment tract and said Booker tract as follows:

S 89°01'38" W, a distance of 1105.31 feet to a ½-inch iron found for corner, from which a 5/8-inch iron rod found bears N 87°56' W, 0.16 feet;

S 01°01'07" E, a distance of 340.84 feet to a 1.5-inch brass disk monument found for the most southerly southeast corner of said Beckett Investment tract, same being the northeast corner of that certain tract of land conveyed to Story Living Trust, by deed recorded in cc# 20141223001395220 (OPRCCT);

THENCE S 89°35'38" W, along the common line of said Beckett Investment tract and said Story tract, a distance of 800.28 feet to a ½-inch iron rod found for angle point, same being the northwest corner of said Story tract, same being the northeast corner of that certain tract of land conveyed to Jay Khorsand and Sherry Sirospur, by deed recorded in Volume 5596, Page 5483 (DRCCT);

THENCE S 89°59'34" W, along the common line of said Beckett Investment tract and said Khorsand tract, a distance of 461.68 feet to a ½-inch iron rod found for the southwest corner of said Beckett Investment tract, same being the southeast corner of that certain tract of land conveyed to MEJ Holdings, LLC, by deed recorded in cc# 20181212001510710 (OPRCCT), same being in the approximate centerline of a creek;

THENCE along the common line of said Beckett Investment tract and said MEJ tract, same being the approximate centerline of said creek as follows:

N 04°24'56" E, a distance of 402.72 feet to a point;

N 01°22'34" E, a distance of 100.00 feet to a point;

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N 11°10'34" E, a distance of 133.00 feet to a point;

N 13°52'34" E, a distance of 70.00 feet to a point;

N 09°09'46" E, a distance of 56.86 feet to a point;

N 27°35'17" E , a distance of 25.10 feet to a point;

N 09°44'46" E, a distance of 26.46 feet to a point;

N 26°23'25" W, a distance of 16.51 feet to a point;

N 73°33'59" W, a distance of 39.19 feet to a point;

N 03°18'56" E, a distance of 9.09 feet to a point;

N 48°46'22" E, a distance of 22.54 feet to a point;

N 08°53'30" E, a distance of 56.48 feet to a point;

N 07°22'38" W, a distance of 38.92 feet to a point;

N 21°40'40" W, a distance of 27.10 feet to a point;

N 35°03'07" E, a distance of 21.67 feet to a point;

N 18°25'59" E, a distance of 12.49 feet to a point;

N 47°53'43" W, a distance of 15.64 feet to a point;

N 13°47'43" W, a distance of 9.19 feet to a point;

N 19°58'27" E, a distance of 10.67 feet to a point;

N 37°06'50" E, a distance of 15.66 feet to a point;

N 25°53'24" E, a distance of 22.37 feet to a point;

N 23°00'33" W, a distance of 14.77 feet to a point;

N 01°57'25" W, a distance of 27.53 feet to a point;

N 24°25'28" W, a distance of 19.28 feet to a point;

N 16°57'54" E, a distance of 36.94 feet to a point;

N 22°11'21" W, a distance of 23.42 feet to a point;

N 05°06'55" E, a distance of 23.61 feet to a point;

N 20°15'04" E, a distance of 18.51 feet to a point;

N 59°06'49" E, a distance of 29.77 feet to a point;

N 21°30'34" E, a distance of 27.60 feet to a point;

N 02°46'53" W, a distance of 41.96 feet to a point;

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N 08°40'36" E, a distance of 46.51 feet to a ½-inch iron rod found in approximate centerline of said creek, same being the northeast corner of said MEJ tract, same being the southeast corner of that certain tract of land conveyed to Alexander Business Investments, LTD., by deed recorded in cc# 20121228001646070 (OPRCCT);

THENCE along the common line of said Beckett Investment tract and said Alexander tract, same being the approximate centerline of said creek as follows:

N 01°21'12" E, a distance of 41.64 feet to a point;

N 56°42'04" E, a distance of 69.23 feet to a point;

N 16°38'14" W, a distance of 65.83 feet to a point;

N 48°52'10" W, a distance of 44.78 feet to a point;

N 32°35'11" W, a distance of 32.89 feet to a point;

N 30°01'13" E, a distance of 18.42 feet to a point;

N 13°13'36" E, a distance of 53.61 feet to a point;

N 32°02'26" E, a distance of 33.11 feet to a point;

N 18°53'21" E, a distance of 25.86 feet to a point;

N 01°17'23" W, a distance of 61.40 feet to a point;

N 35°26'26" E, a distance of 19.74 feet to a point;

N 57°45'37" E, a distance of 68.00 feet to a point;

N 25°10'01" W, a distance of 33.76 feet to a point;

N 14°39'35" E, a distance of 56.00 feet to a point;

N 53°28'03" E, a distance of 50.27 feet to a point;

N 03°02'00" E, a distance of 31.20 feet to a point;

N 15°25'31" E, a distance of 30.99 feet to a point;

N 10°27'43" W, a distance of 70.52 feet to a point;

N 13°08'57" E, a distance of 31.91 feet to a point;

N 45°28'45" W, a distance of 33.58 feet to a point;

N 10°55'35" E, a distance of 18.97 feet to a point;

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

N 04°24'43" W, a distance of 15.74 feet to a point for the northwest corner of said Beckett Investment tract, same being the southwest corner of that certain tract of land conveyed to James Beckett, III, by deed recorded in Volume 4457, Page 173, Deed Records, Collin County, Texas (DRCCT);

THENCE North 89 deg. 26 min. 46 sec. East, along the common line of said Beckett Investment tract and said James Beckett tract, passing at a distance of 300.00 feet, a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set, and continuing a total distance of 2061.44 feet to a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set for the northeast corner of said Beckett Investment tract, same being the southeast corner of said James Beckett tract, same being in the westerly right-of-way line of aforesaid F.M. Highway No. 2478;

THENCE S 00°55'33" E, along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 649.32 feet to a ½-inch iron rod found;

THENCE S 01°41'55" E, continuing along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 1125.03 feet to the POINT OF BEGINNING and containing 99.951 acres of computed land, more or less.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT B
Authorized Improvements

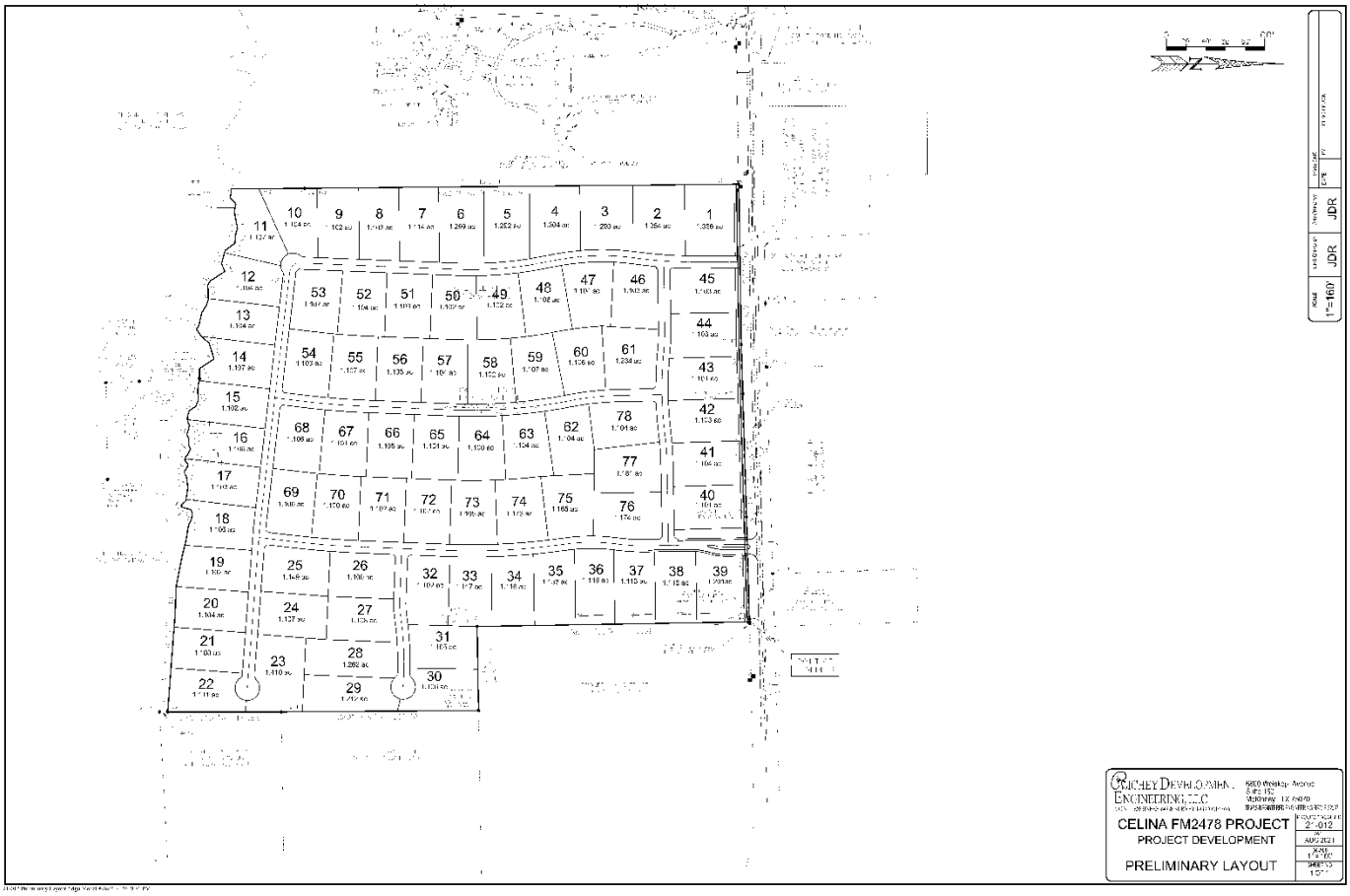
Authorized Improvements

Lot Count: 78

		TOTAL
Grading Site Preparation		$396,5
Water		$1,764,0
Storm Drain		$522,2
Street Improvements		$1,806,0
Turn Lane Improvements		$223,2
Screening/Landscape Walls		
Ret Walls		$120,0
Dry Utilities		
Engineering		$150,1
City Fees		
Contingency/Development Fees	10%	$498,2
PID Creation Costs		$300,0
Total		$5,780,4
Cost Per Lot		$74,1

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT C
Concept Plan



Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT D
Development Standards

Concept Plan

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, roadway Public Infrastructure, and other area features. Minor modifications due to the final engineering and design of the project are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature.

Purpose

The subject property is intended to provide for an estate residential development that is rural or country in nature with large lots. In general, design standards will follow all applicable City standards, and land uses shall be consistent with these development standards.

Architecture

Architecture may include vertical siding for a "modern farmhouse" elevation, with stone accents on the front elevation, but must otherwise abide by the City's architectural design standards, as may be amended.

Open Space, Trails, & Amenities

Additional open space above and beyond what is shown on the Concept Plan and compliance with the Neighborhood Vision Book is not required due to the minimum lot size being one (1) acre. However, other standard regulations apply, such as the perimeter roadway landscape buffers and sidewalks and any associated detention.

Zoning

The base zoning shall be single-family residential estate district ("SF-E"), and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended, except as follows:

1. All streets shall be concrete with a rural cross section (concrete, bar-ditch drainage, no sidewalk). No interior sidewalks along general residential streets nor curb-and-gutter street sections shall be required.
2. All private lot fencing shall be ornamental iron where adjacent to thoroughfares except for along FM 2478 (Masonry walls) and along the main entries into the community (Masonry Walls)

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT E
Home Buyer Disclosure Program

The PID Administrator for the Celina 100 Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.

2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.

3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.

4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.

5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.

6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.

7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

9. The City will include announcements of the PID on the City's web site.

The Developer and the PID Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT F
Landowner Agreement

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, between the City of Celina, Texas (the "City"), a home-rule municipality of the State of Texas (the "State"), and _____, a Texas _____ (the "Landowner").

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner Parcel") which is located within the Celina 100 Public Improvement District (the "District") in the City; and

WHEREAS, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the "Assessment Ordinance") for the Authorized Improvements and the Service and Assessment Plan (as updated and amended, the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on the Landowner Parcel in the District that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property; and

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

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

DEFINITIONS; APPROVAL OF AGREEMENTS

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

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

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

I.
AGREEMENTS OF LANDOWNER

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

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on **Exhibit I,** and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

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

(i) each Assessment levied by the City on the Landowner Parcel within the District (the "Assessments"), as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount at least equal to the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

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

(iv) the obligation to pay the Assessment levied on the Landowner owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

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

(vi) the Assessment lien on the Landowner Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

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

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

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

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

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

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

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

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

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

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

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

II.
OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that the portion of the Authorized Improvements benefitting the Landowner Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner Parcel shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the Landowner Parcel within the District, to stage on the Landowner Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner Parcel. The right to use and enjoy

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

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

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.
Landowner represents and warrants to the City as follows:

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

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

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

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

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

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

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

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

C. Notices.

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

To the City:
Attn:

With a copy to:

To the Developer: Attn: _____
_____
_____
_____

With a copy to: Attn: _____
_____
_____
_____

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

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

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

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner Parcel, and the holders of or trustee for any bonds secured by Assessment Revenues to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

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

F. Effective Date.

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

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner Parcel, and whether any party is then in default hereunder.

H. Termination.

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

I. No Boycott of Israel.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Landowner hereby

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

J. No Business With Sanctioned Countries.

The Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

K. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

L. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[Signature pages to follow]

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXECUTED by the City and Landowner on the Effective Date.

Date: _____

CITY OF CELINA, TEXAS

By: _____
Mindy Koehne, Mayor Pro Tem

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2022 by _____, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

LANDOWNER

_____
a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the __ day of _____, 2022, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

_____
Notary Public, State of Texas

My Commission Expires:

_____

[Signature Page Landowner Agreement]

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

RECITALS:

A. The Landowner holds record title to that portion of the real property located in Collin County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").

B. The City Council of the City of Celina, Texas (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Celina 100 Public Improvement District (the "District") by the then record owners taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Collin County) in the area requested to be included in the District and the record owners of taxable real property that constitute more than fifty percent (50 %) of all of the area of all taxable real property that are liable for assessment within the area requested to be included in the District, created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (the "Assessments") on property in the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

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

1. **Acceptance and Approval of Assessments and Lien on Property:**
   (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
   (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

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

It is the clear intention of all parties to this Declaration, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

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

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

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of Collin County, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014
NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

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

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Celina, 102 E Main Street, Celina, Texas 76258.

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

Signature of Purchaser(s) _____ Date: _____

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

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

LANDOWNER

_____

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the __ day of _____, 2022, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

_____
Notary Public, State of Texas

My Commission Expires:

_____

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Celina 100 Public Improvement District and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Landowner Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Landowner Parcel) as an addendum to any residential homebuyer's contract.

2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT G
Certification for Payment Form

The undersigned is an agent for _____ (the "Developer") and requests payment from the Improvement Account of the Project Fund (as defined in the Bond Indenture) from the City of Celina, Texas (the "City") in the amount of $_____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements related to the Celina 100 Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Bond Indenture.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this payment request form on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Bond Indenture; and (ii) are consistent with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Bond Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
6. The work with respect to the Authorized Improvement(s) referenced below (or their completed segment, section or portion thereof) has been completed and the City may begin inspection of the Authorized Improvement(s).
7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

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

As required by the Bond Indenture, the Actual Costs for the Authorized Improvement(s) shall be paid as follows:

Authorized Improvement:	Amount to be paid from the Project Fund	Total Cost of Authorized Improvement

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

Pursuant to the Development Agreement, after receiving this payment request, the City is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

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

By:

By: _____

Date:_____

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

APPROVAL OF REQUEST BY CITY

The undersigned is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the Certification for Payment is approved and the Trustee is directed to disburse the requested payments from the Improvement Account of the Project Fund, in accordance with the Certification for Payment. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the undersigned from asserting claims under the Bond Indenture, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Authorized Improvement.

CITY OF CELINA, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT H
Closing Disbursement Request

The undersigned is an agent for _____ , (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund] [the Improvement Account of the Project Fund] from_____, (the "Trustee") in the amount of____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Celina 100 Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Authorized Improvement Costs incurred by Developer with the establishment of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Bond Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

Payments requested hereunder shall be made as directed below:

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

b. Payment instructions

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

By:

By: _____

Date:_____

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

CITY OF CELINA, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT I
EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

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

ARTICLE I.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property**.** The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

ARTICLE II.
ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

and replaces any and all prior understandings and agreements, whether written or oral. This Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

HOA:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT A—PROPERTY DESCRIPTION

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT B—SAMPLE CCC

ARTICLE XX

DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX

COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, county, municipality, district or other political subdivision thereof.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or it respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT J
Intentionally Deleted

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT K

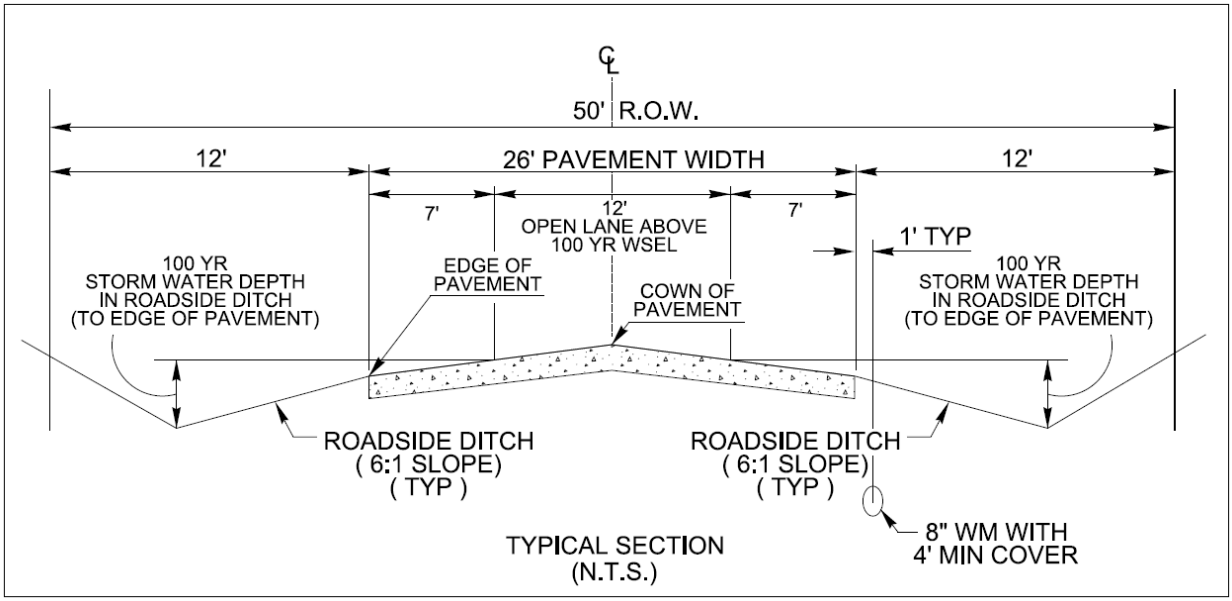
Roadway/Paving Standards

1. 26’ pavement 50’ ROW with no road shoulder (Collin County “Rural Residential”) instead of 29’ and 2’ shoulder each side 50’ ROW with Celina Estate Neighborhood Street.
2. No curb and gutter. Roadside V ditch Celina manual for Estate Street 6:1 side slopes.
3. No Traffic Impact Study shall be required and no improvements to FM 2478 shall be required by the City, except as may be required by TxDOT.
4. No interior sidewalks
5. 10’ trails along FM 2478
6. Block requirements of max length of 1000’ otherwise bisected by pedestrian easement or sidewalk are waived.
7. The requirement of driveway spacing on opposite sides of undivided road must exceed 75’ is waived.

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT L
Storm Drainage Standards

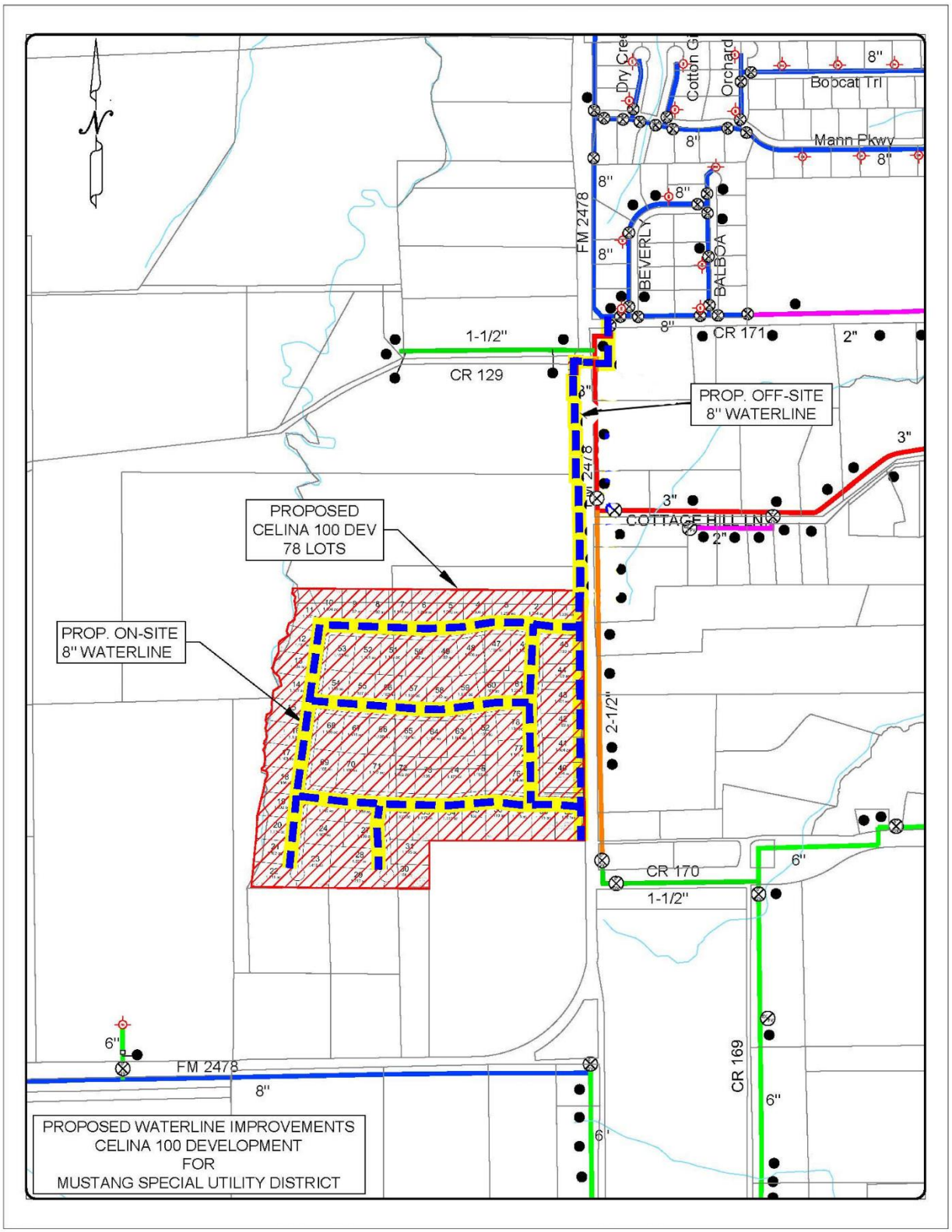
1. No curb and gutter. We show roadside V ditch Celina manual for Estate Street 6:1 side slopes.
2. Roadside ditch slope to follow road slope (not tied to a 1% minimum slope or else pilot channel)
3. C value 0.55 per iSwm manual for 1 acre lots or bigger
4. Water level in roadside ditch is allowed to reach an elevation that encroaches a maximum of 7’ (0.14’ vertical) onto the 26’ pavement section for 100 yr storm. This will allow for one 12’ lane on the street to remain passable during a 100 yr storm event. See Depiction



Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

EXHIBIT M
Offsite Water Improvements

Attachment: Draft Development Agreement (Celina 100 – Development Agreement)



Attachment: Draft Development Agreement (Celina 100 – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Bella Lopez, Senior Planner
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Old Log Trail Self-Storage - Rezoning

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

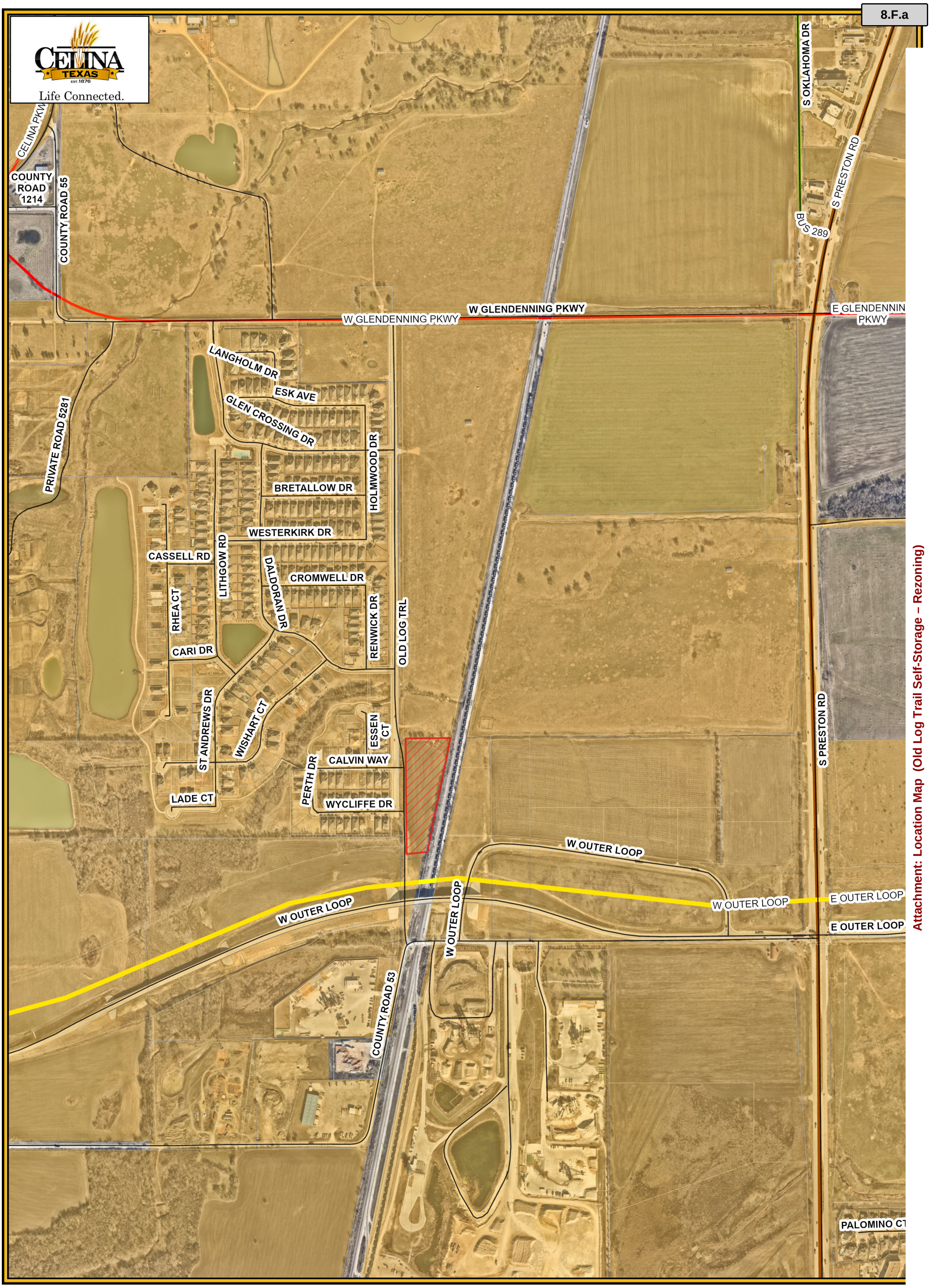
Applicant:
Kimley-Horn
6160 Warren Pkwy., Ste. 210
Frisco, TX 75034

Background Information:
This item is for the rezoning of approximately 4 acres to a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning and the additional permitted uses of Mini-Warehouse/Self-Storage and RV/Boat Storage. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Old Log Trail Location Map

City of Celina

3/28/2022

N W E S

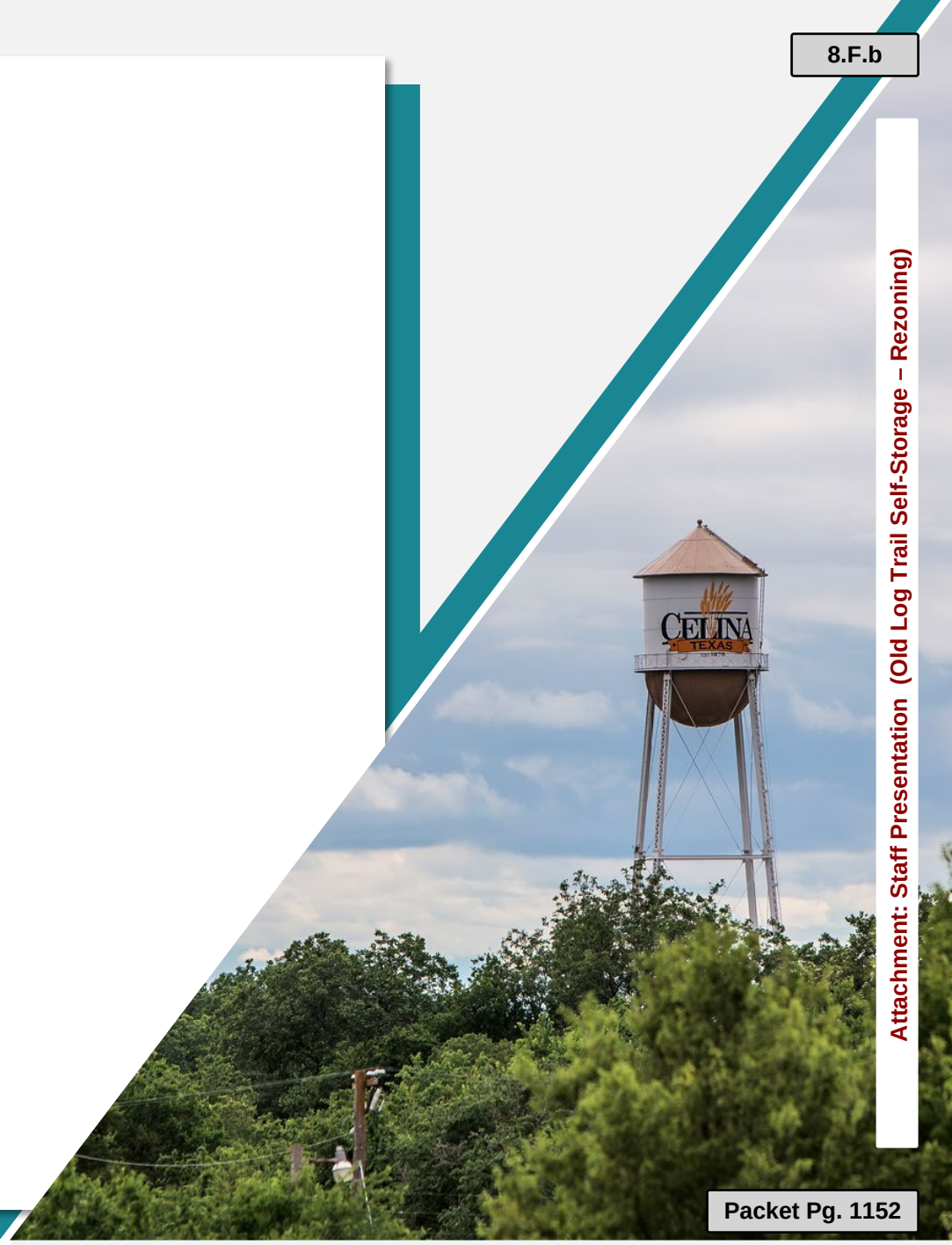
0 500 1,000 Feet

Attachment: Location Map (Old Log Trail Self-Storage – Rezoning)

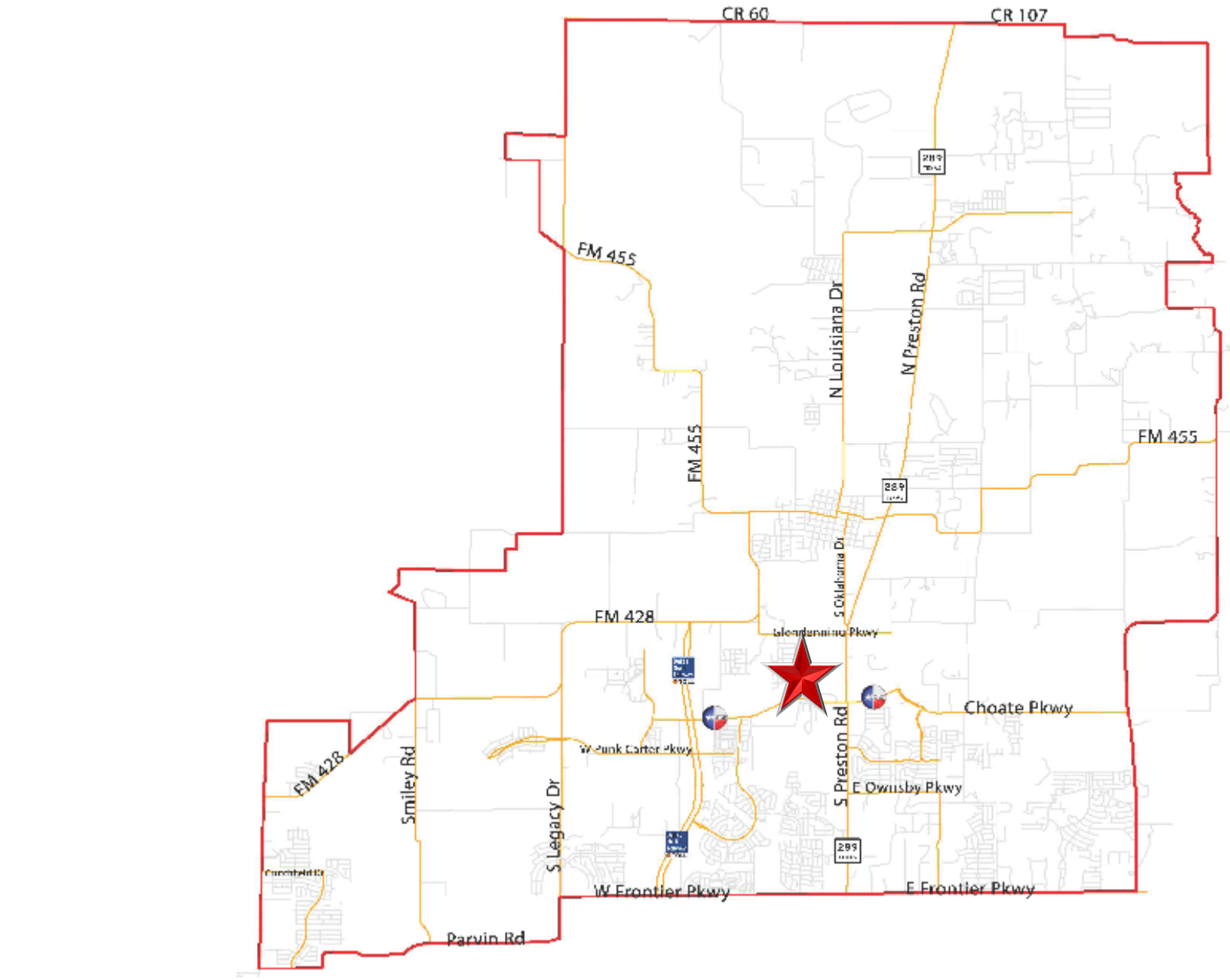
OLD LOG TRAIL SELF-STORAGE

Rezoning

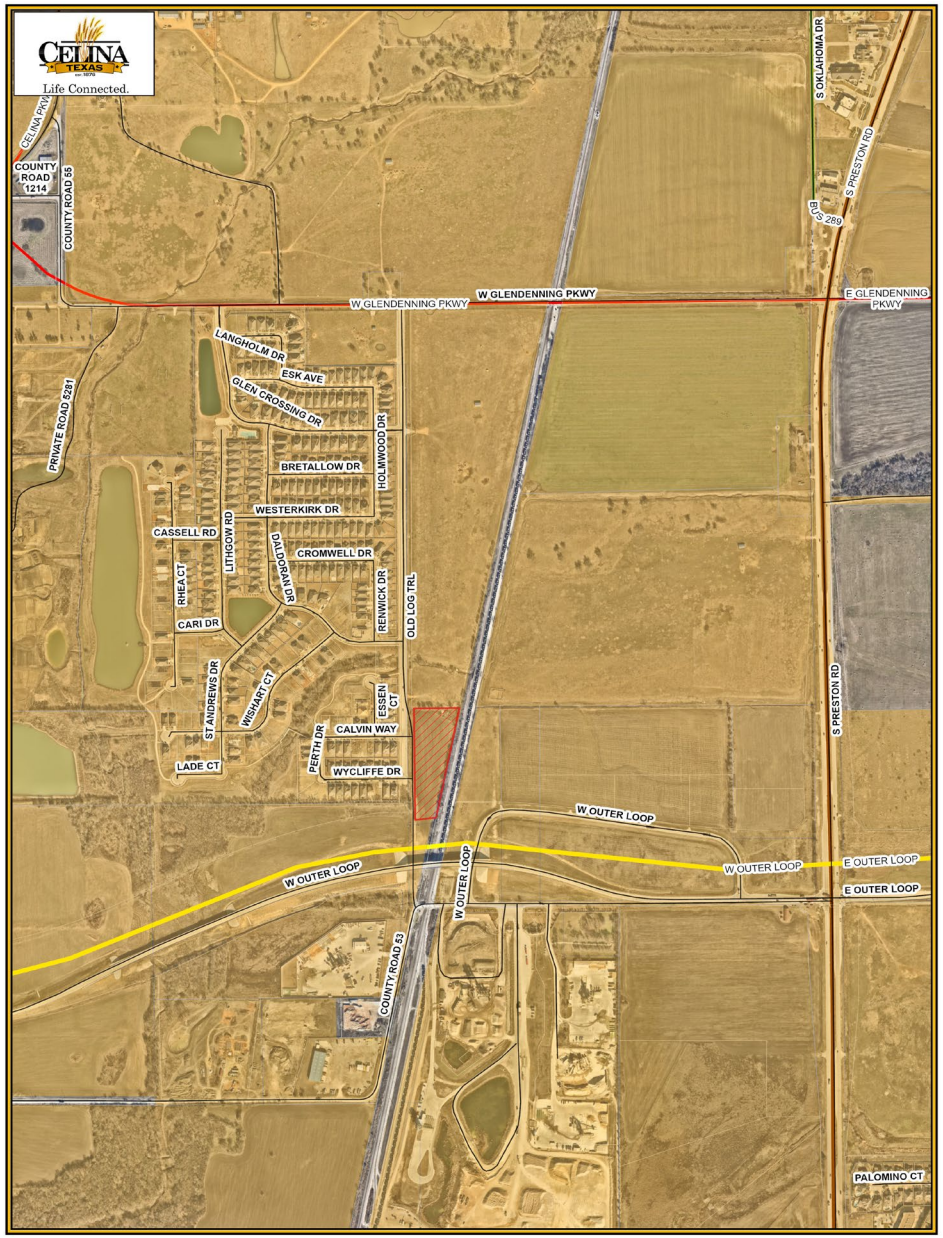
City Council
May 10, 2022



Attachment: Staff Presentation (Old Log Trail Self-Storage – Rezoning)



Attachment: Staff Presentation (Old Log Trail Self-Storage – Rezoning)



LOCATION MAP

The subject property is generally located at the northeast corner of Old Log Trail and the Collin County Outer Loop.

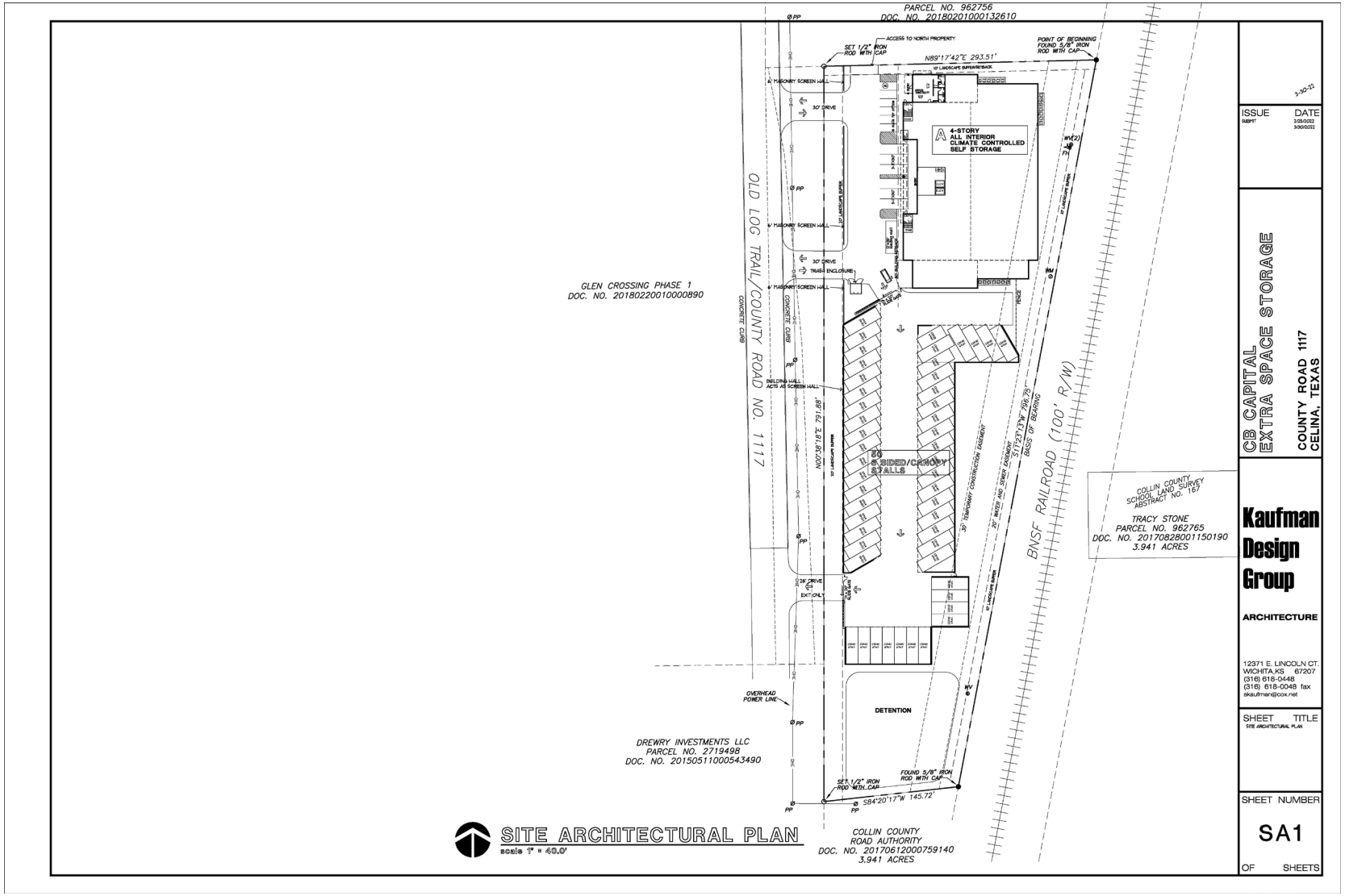
Attachment: Staff Presentation (Old Log Trail Self-Storage – Rezoning)

BACKGROUND

- The subject property is approximately 4 acres, within City Limits, and currently zoned Agricultural District (AG)
- The applicant is proposing a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C)
- A self-storage development with covered, outdoor RV and boat storage is planned for the site

Attachment: Staff Presentation (Old Log Trail Self-Storage – Rezoning)

CONCEPT PLAN



Attachment: Staff Presentation (Old Log Trail Self-Storage – Rezoning)

RENDERING

Attachment: Staff Presentation (Old Log Trail Self-Storage – Rezoning)

DEVELOPMENT STANDARDS

- Building exteriors shall conform to the City's architectural standards
- Landscape Buffers:
  - Collin County Outer Loop: The required landscape buffer may be reduced due to the road section being elevated
  - Old Log Trail: 20' Landscape Buffer with enhanced landscaping, evergreen trees, and a 6' masonry screening wall along the storage is required
  - BNSF Railroad & Northern Property Line: 10' Landscape Buffer with landscaping

Attachment: Staff Presentation (Old Log Trail Self-Storage – Rezoning)

P&Z PUBLIC HEARING

- During the worksession, members of the Commission asked questions about the project
- The adjacent property owner to the north, who had previously emailed a letter of opposition, expressed his non-objection for the plan as proposed
- A property owner in the adjacent neighborhood expressed concerns about the height of the self-storage building and the use overall

Attachment: Staff Presentation (Old Log Trail Self-Storage – Rezoning)

POLICY CONSIDERATIONS

- The proposed use is not inappropriate on an odd-shaped lot adjacent to the railroad and without direct access to the Outer Loop
- The Planned Development contemplates the dedication of right-of-way for a future connection to County Road 53 to the south
- Enhanced landscaping and a masonry wall will screen the outdoor storage
- Storage tends to be value-assessed well, which improves the tax base
- Compound storage products, historically, are considered "good neighbors" from a performance standpoint

Attachment: Staff Presentation (Old Log Trail Self-Storage – Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its April 19th meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Old Log Trail Self-Storage – Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
OLD LOG TRAIL SELF-STORAGE
PLANNED DEVELOPMENT #131

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 4 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF OLD LOG TRAIL AND THE COLLIN COUNTY OUTER LOOP; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 131; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Development Regulations, set forth in Exhibit "C," attached hereto and incorporated herein, define the base zoning district, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a

Attachment: Draft Ordinance (Old Log Trail Self-Storage – Rezoning)

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. 131 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 131, and incorporates 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 described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7

Attachment: Draft Ordinance (Old Log Trail Self-Storage – Rezoning)

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

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 (Old Log Trail Self-Storage – Rezoning)

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 10th day of May, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

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

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Old Log Trail Self-Storage – Rezoning)

Exhibit A
Legal Description

A 3.941 ACRE TRACT OF LAND THAT IS A PART OF COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, BEING ALL THAT TRACT CONVEYED TO TRACY STONE IN DOCUMENT NO. 20170828001150190 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD AT THE NORTHEAST CORNER OF SAID STONE TRACT AND THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO OLD CELINA, LTD IN INSTRUMENT NO. 20180201000132610, DEED RECORDS OF COLLIN COUNTY, TEXAS, ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF THE BNSF RAILROAD;

THENCE SOUTH 11°23'13" WEST ON SAID RIGHT OF WAY LINE, A DISTANCE OF 796.75 FEET TO A FOUND 5/8" IRON ROD WITH CAP ON THE NORTHERLY LINE OF THAT TRACT CONVEYED COLLIN COUNTY ROAD AUTHORITY IN DOCUMENT NO. 20170612000759140 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

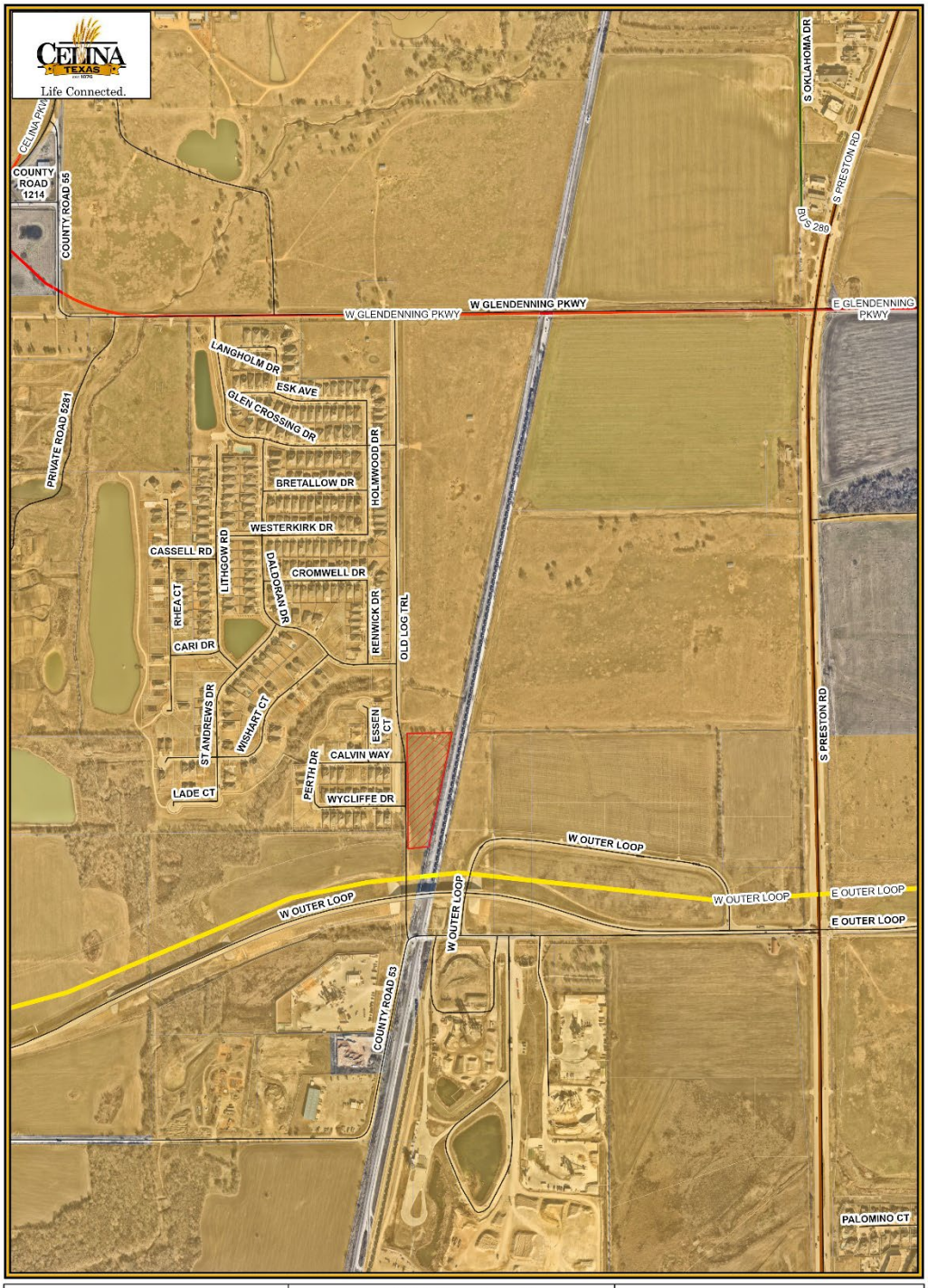
THENCE SOUTH 84°20'17" WEST ON SAID NORTHERLY LINE, A DISTANCE OF 145.72 FEET TO A SET 1/2" IRON ROD WITH CAP IN COUNTY ROAD 1117 AND THE WESTERLY LINE OF SAID STONE TRACT;

THENCE NORTH 00°38'18" EAST ON THE WESTERLY LINE OF SAID STONE TRACT, A DISTANCE OF 791.88 FEET TO A SET 1/2" IRON ROD WITH CAP ON THE SOUTHERLY LINE OF SAID OLD CELINA TRACT;

THENCE SOUTH 89°17'42" EAST ON SAID SOUTHERLY LINE, A DISTANCE OF 293.51 FEET TO THE POINT OF BEGINNING.

Attachment: Draft Ordinance (Old Log Trail Self-Storage – Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Old Log Trail Self-Storage – Rezoning)

Exhibit C
Development Regulations

The property is zoned a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C) with the additional permitted uses of Mini-Warehouse/Self-Storage and RV/Boat Storage, with the following Development Standards:

1. No trail along the BNSF railroad will be required.
2. Any color elevations and renderings are conceptual in nature, as the building exteriors shall conform to the architectural standards of the Zoning Ordinance, as it exists or may be amended.
3. Collin County Outer Loop: The required landscape buffer may be reduced due to the road section being elevated; however, landscaping shall abide by the Zoning Ordinance, as it exists or may be amended.
4. BNSF Railroad: A 10' landscape buffer with landscaping to abide by the Zoning Ordinance, as it exists or may be amended, is required.
5. Old Log Trail: A 20' landscape buffer with enhanced landscaping, evergreen trees, and a 6' masonry screening wall, to abide by the Zoning Ordinance, as it exists or may be amended, is required (except where a structure backs to the landscape buffer, in which case a screening wall is not required);
6. North property line: A 10' landscape buffer with landscaping to abide by the Zoning Ordinance, as it exists or may be amended, is required, but a screening wall is not required.

Attachment: Draft Ordinance (Old Log Trail Self-Storage – Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: 21-02 Annexation Second Public Hearing

Action Requested:
The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties:

1. Denton CAD property 52652, being an approximately 14.09 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3,; generally located approximately 1,770 feet south of Carey Road and 1,685 feet west of future Legacy Drive (Merritt/Thornton Farm P/S),
2. A portion of Denton CAD Property ID 52706, being an approximate 30.25 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 1; generally located approximately 2,200 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
3. A portion of Denton CAD Property ID 52711, being an approximate 1.52 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028 in the A. Phillips Survey, Tract 2; generally located approximately 800 feet east of Old Dairy Farm Road and 2,000 feet east of Smiley Road (Merritt/Thornton Farms P/S),
4. A portion of Denton CAD Property ID 52723, being an approximate 11.18 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791 in the J. Morton Survey, Tract 6; generally located approximately 1,800 feet south of Carey Road and 2,700 feet west of Legacy Drive (Merritt/Thornton Farms P/S),
5. Denton CAD property 52731, being an approximately 41.16 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889 in the J. McKim Survey, Tract 2; generally located approximately 1,960 feet north of future Frontier Parkway and 3,140 feet east of Smiley Road (Merritt/Thornton Farm P/S),
6. Denton CAD property 983680, being an approximately 261 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2A; generally located north of future Frontier Parkway and approximately 880 feet west of Legacy Drive (Tellus Texas I, LLC),
7. Denton CAD property 983682, being an approximately 22 acre tract of land in Denton County, Texas, legally described as Abstract No. 1265A in the A. Thompson Survey, Tract 3A; generally located approximately 3,445 feet north of future Frontier Parkway and 1,750 feet west of Legacy

Drive (Tellus Texas I, LLC),

8. Denton CAD property 983685, being an approximately 55.48 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 1C; generally located approximately 2,710 feet north of future Frontier Parkway and 2,700 feet west of Legacy Drive (Tellus Texas I, LLC),
9. Denton CAD property 983689, being an approximately 30.31 acre tract of land in Denton County, Texas, legally described as Abstract No. 0253A in the C. Copenhaver Survey, Tract 3A; generally located approximately 400 feet north of future Frontier Parkway and 1,125 feet east of Smiley Road (Tellus Texas I, LLC),
10. Denton CAD property 983690, being an approximately 19.85 acre tract of land in Denton County, Texas, legally described as Abstract No. 0791A in the J. Morton Survey, Tract 6A; generally located approximately 2,640 feet north of future Frontier Parkway and 2,685 feet west of Legacy Drive (Tellus Texas I, LLC),
11. Denton CAD property 983691, being an approximately 48.88 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2B; generally located approximately 700 feet south of future Frontier Parkway and 720 feet west of Legacy Drive (Tellus Texas I, LLC),
12. Denton CAD property 991067, being an approximately 30.39 acre tract of land in Denton County, Texas, legally described as Abstract No. 0889A in the J. McKim Survey, Tract 2C; generally located at the northwest corner of Legacy Drive and Parvin Road (Merritt Crossing Development, LLC),
13. Collin CAD Property ID 995070, being an approximate 42.32 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 1; generally located approximately 3,600 feet east of County Road 10 and approximately 4,700 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
14. Collin CAD Property ID 995098, being an approximate 17.75 acre tract of land in Collin County, Texas, legally described as Abstract No. 0442 in the Jonathan Howard Survey, Tract 3; generally located approximately 2,000 feet east of County Road 10 and approximately 2,200 feet north of Fritcher Road (Bunch Living Trust the Marvin L Bunch Trustee),
15. Collin CAD Property ID 995739, being an approximate 93.45 acre tract of land in Collin County, Texas, legally described as Abstract No.0569 in the F. L. Meriwether Survey, Tract 1; generally located approximately 3,000 feet east of FM 455 and at the terminus of County Road 946 (Ganji Shaun),
16. Collin CAD Property ID 2725109, being an approximate 75.16 acre tract of land in Collin County, Texas, legally described as Abstract No. 0876 in the S. A. & M. G. RY. Co. Survey, Tract 1; generally located approximately 700 feet west of County Road 58 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
17. Collin CAD Property ID 2725111, being an approximate 84.1 acre tract of land in Collin County, Texas, legally described as Abstract No. 0024 in the W. P. Allen Survey, Tract 1; generally located generally located approximately 2,000 feet east of County Road 10 and approximately 3,250 feet south of County Road 60 (Marilee Road) (Lawler Jody Furlong),
18. Collin CAD Property ID 2760320, being an approximate 27.8 acre tract of land in Collin County, Texas, legally described as Abstract No. 0387 in the J. E. Heath Survey, Tract 1; generally located at the southwest corner of FM 455 and County Road 946 (Elevated Roofing LLC),
19. Collin CAD Property ID 991813, being an approximate 35 acre tract of land in Collin County, Texas, legally described as Abstract No. 0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 18; generally located north County Road 8 and at the terminus of County Road 54 (Barnett Rebecca A),
20. Collin CAD Property ID 2753685, being an approximate 22.61 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 14;

generally located east of County Road 128 and approximately 1,000 feet north of County Road 130 (10226 Celina LC),

21. Collin CAD Property ID 2762213, being an approximate 39.2 acre tract of land in Collin County, Texas, legally described as Abstract No. 0834 in the William Stapp Survey, Tract 16; generally located south of County Road 128 and approximately 3,000 feet west of County Road 133 (10226 Celina LC),
22. Collin CAD Property ID 2125473, being an approximate 54.57 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 26; generally located west of County Road 59 and approximately 1,800 feet north of County Road 58 (Palmer Mark & Debbie), and
23. Collin CAD Property ID 2071429, being an approximate 20.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 0140 in the Gabriel Chenoweth Survey, Sheet 2, Tract 23; generally located east of County Road 58 and approximately 2,250 feet south of County Road 59 (Safi Shah & Lailuma & Homayun Safi).

Background:
Please refer to the attachments for additional information.

Below is the anticipated annexation schedule for the properties:

~~September 14, 2021 - Annexation Resolution~~
~~October 12, 2021 - 1st Public Hearing~~
~~April 12, 2022 - Petition Verification~~
May 10, 2022 - 2nd Public Hearing
June 14, 2022 - 3rd Public Hearing and Annexation Ordinance adoption

Supporting Documents:

- Location Map
- Staff Presentation

Staff Recommendation:
NA

Attachment: Location Map (21-02 Annexation Second Public Hearing)

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 3/4/2022

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition
- Parcels

N
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0 3,950 7,900 Feet

LEGAL DESCRIPTION OF AREA

1. Denton CAD property 52652 (Merritt/Thornton Farm P/S),
2. A portion of Denton CAD Property ID 52706 (Merritt/Thornton Farms P/S),
3. A portion of Denton CAD Property ID 52711 (Merritt/Thornton Farms P/S),
4. A portion of Denton CAD Property ID 52723 (Merritt/Thornton Farms P/S),
5. Denton CAD property 52731 (Merritt/Thornton Farm P/S),
6. Denton CAD property 983680 (Tellus Texas I, LLC),
7. Denton CAD property 983682 (Tellus Texas I, LLC),
8. Denton CAD property 983685 (Tellus Texas I, LLC),
9. Denton CAD property 983689 (Tellus Texas I, LLC),
10. Denton CAD property 983690 (Tellus Texas I, LLC),
11. Denton CAD property 983691 (Tellus Texas I, LLC),
12. Denton CAD property 991067 (Merritt Crossing Development, LLC),

Attachment: Staff Presentation (21-02 Annexation Second Public Hearing)

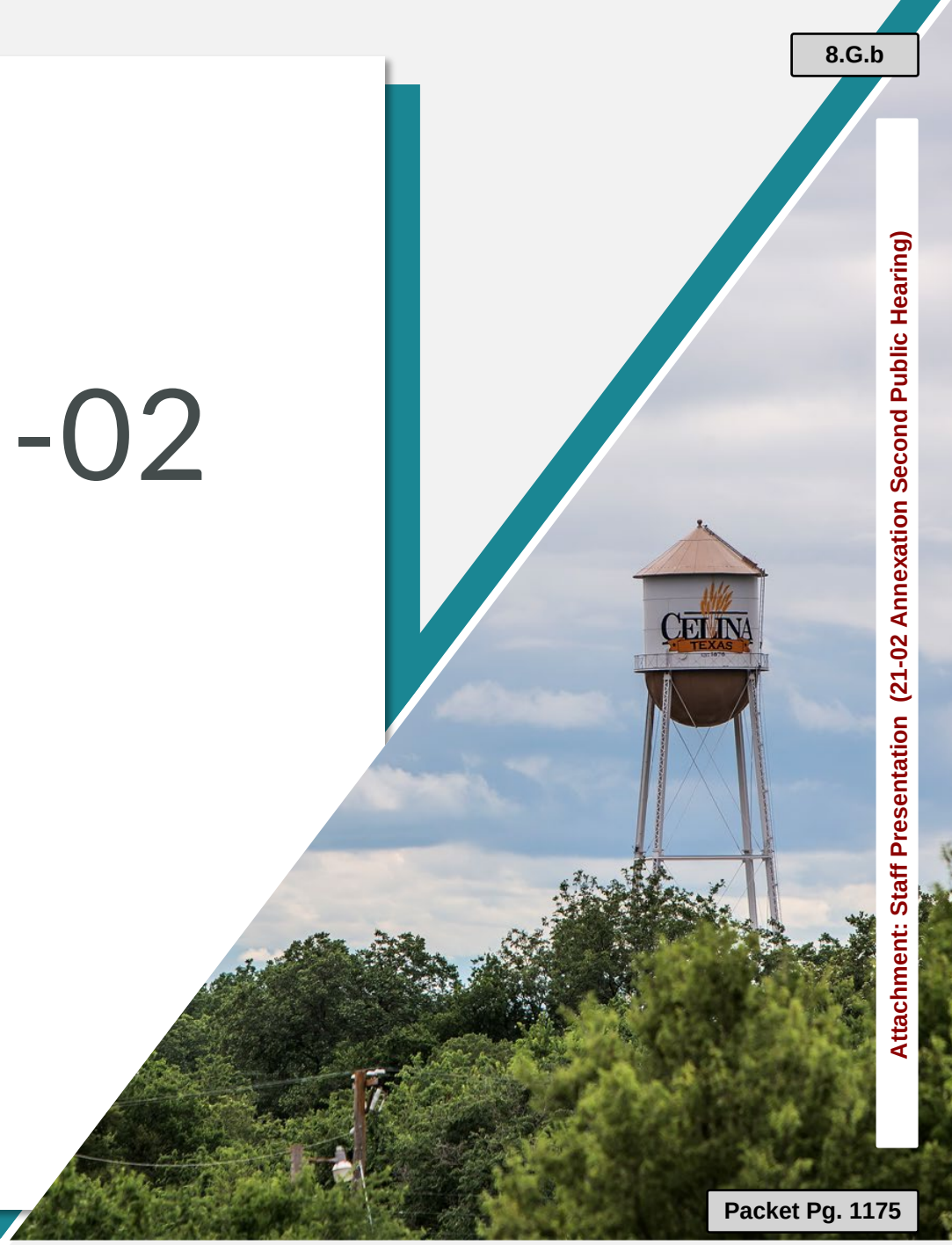
LEGAL DESCRIPTION OF AREA

13. Collin CAD Property ID 995070 (Lawler Jody Furlong),
14. Collin CAD Property ID 995098 (Bunch Living Trust the Marvin L Bunch Trustee),
15. Collin CAD Property ID 995739 (Ganji Shaun),
16. Collin CAD Property ID 2725109 (Lawler Jody Furlong),
17. Collin CAD Property ID 2725111 (Lawler Jody Furlong),
18. Collin CAD Property ID 2760320 (Elevated Roofing LLC),
19. Collin CAD Property ID 991813 (Barnett Rebecca A),
20. Collin CAD Property ID 2753685 (10226 Celina LC),
21. Collin CAD Property ID 2762213 (10226 Celina LC),
22. Collin CAD Property ID 2125473 (Palmer Mark & Debbie), and
23. Collin CAD Property ID 2071429 (Safi Shah & Lailuma & Homayun Safi).

Attachment: Staff Presentation (21-02 Annexation Second Public Hearing)

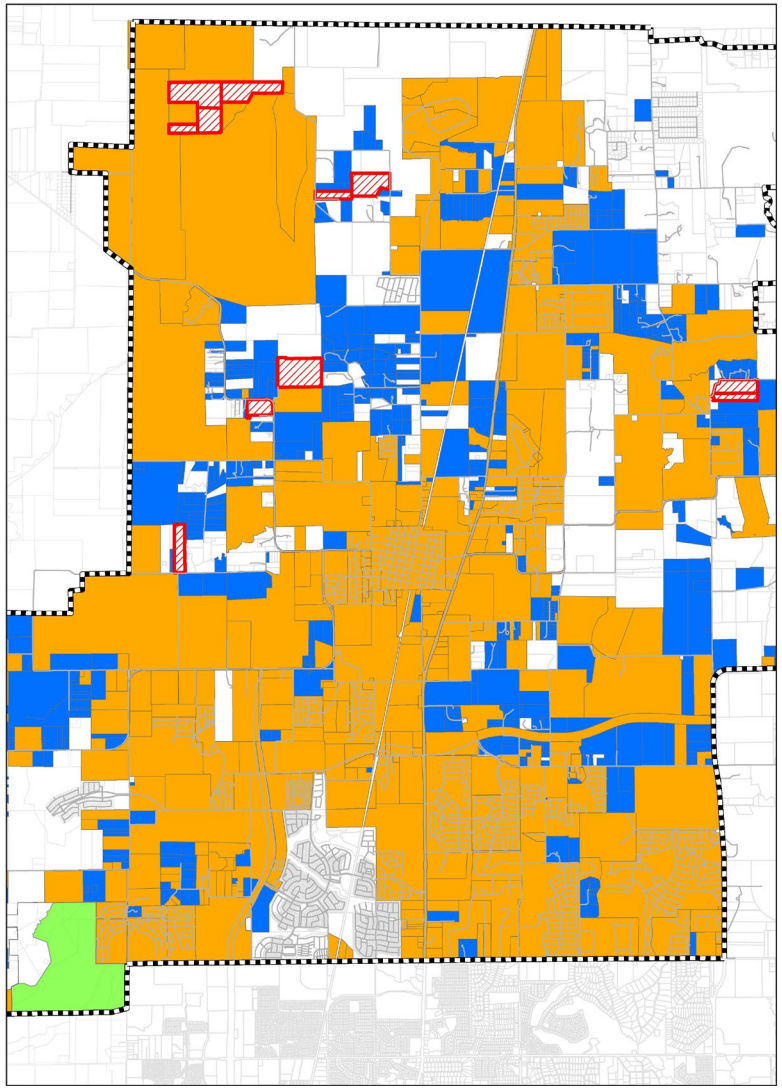
ANNEXATION 21-02

City Council
May 10, 2022



Attachment: Staff Presentation (21-02 Annexation Second Public Hearing)

ANNEXATION MAP



Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

Attachment: Staff Presentation (21-02 Annexation Second Public Hearing)

FAST FACTS

- No person has been annexed since 2017 State law changes (just commercial or empty land)
- City's preference is to defer annexation for as long as possible (over 700 agreements)
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values

Attachment: Staff Presentation (21-02 Annexation Second Public Hearing)

POLICY POINTS

- City taxpayers subsidize services and infrastructure to county residents in the ETJ
- Ensures more orderly growth
- Places more infrastructure burden on the development community
- Critical to the health of the long-range tax base (and rate)

Attachment: Staff Presentation (21-02 Annexation Second Public Hearing)

ANNEXATION TIMELINE

- ~~September 14, 2021 – Annexation Resolution~~
- ~~October 12, 2021 – 1st Public Hearing~~
- ~~April 12, 2022 – Petition Verification~~
- May 10, 2022 – 2nd Public Hearing
- June 14, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (21-02 Annexation Second Public Hearing)

RECOMMENDATION

Staff recommends approval.

Attachment: Staff Presentation (21-02 Annexation Second Public Hearing)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: GCEC Substation - Rezoning

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

Applicant:
Grayson Collin Electric Cooperative
P.O. Box 548
Van Alstyne, TX 75495

Background Information:
This item is for the rezoning of approximately 12 acres to a Planned Development (PD) with a base zoning of the Collin County Outer Loop Overlay District (CCOLO) and the additional permitted use of an Electric Substation, which is planned for the site. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

CELINA PKWY
W GLENDENNING PKWY
LANGHOLM DR
ESK AVE
GLEN CROSSING DR
HOLMWOOD DR
PRIVATE ROAD 5281
BRETALLOW DR
WESTERKIRK DR
ROSS AVE
DRAPER PL
BUCKLEY ST
S CELINA PKWY
GREENWAY AVE
ANN ST
EMILIA DR
WAYNE LN
ANVIL CT
SAYHOPE WAY
PECOS DR
CASSELL RD
LITHGOW RD
DALDORAN DR
CROMWELL DR
RENWICK DR
OLD LOG TRL
RHEA CT
DEAN CT
ASHER MEWS
SHILOH MEWS
ALAN DR
CARI DR
GRACE AVE
ST ANDREWS DR
WISHART CT
ESSEN CT
CALVIN WAY
PERTH DR
LADE CT
WYCLIFFE DR
S CELINA PKWY
COUNTY ROAD 52
W OUTER LOOP
LIGHT FARMS WAY
AVONDALE CT
BELLAIRE ST
AVALON CT
MADISON CT
RAMBLING RD
KNOX ST
BENNINGTON LN
BABB LN
FRANKLIN DR
HANCOCK LN
PRINCETON DR
GREENE ST
HALE RD
SARATOGA AVE
SARATOGA AVE
HAMILTON RD
HAMILTON RD
FOXWOOD ST
PROSPECT ST
VINEWOOD ST
COUNTY ROAD 51
COUNTY ROAD 53
W PUNK CARTER PKWY
W PUNK CARTER PKWY
W PUNK CARTER PKWY
WAYBACK DR
SUNNYSIDE DR
SWEETWATER WAY
BAREFOOT LN
MERCER ST
LINDEN ST
WINSOME WAY
GRAYSLICK AVE
CULVER AVE
SEASHORE AVE

Attachment: Location Map (GCEC Substation - Rezoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

GCEC CPR Substation Location Map

City of Celina

3/28/2022

N
W E
S

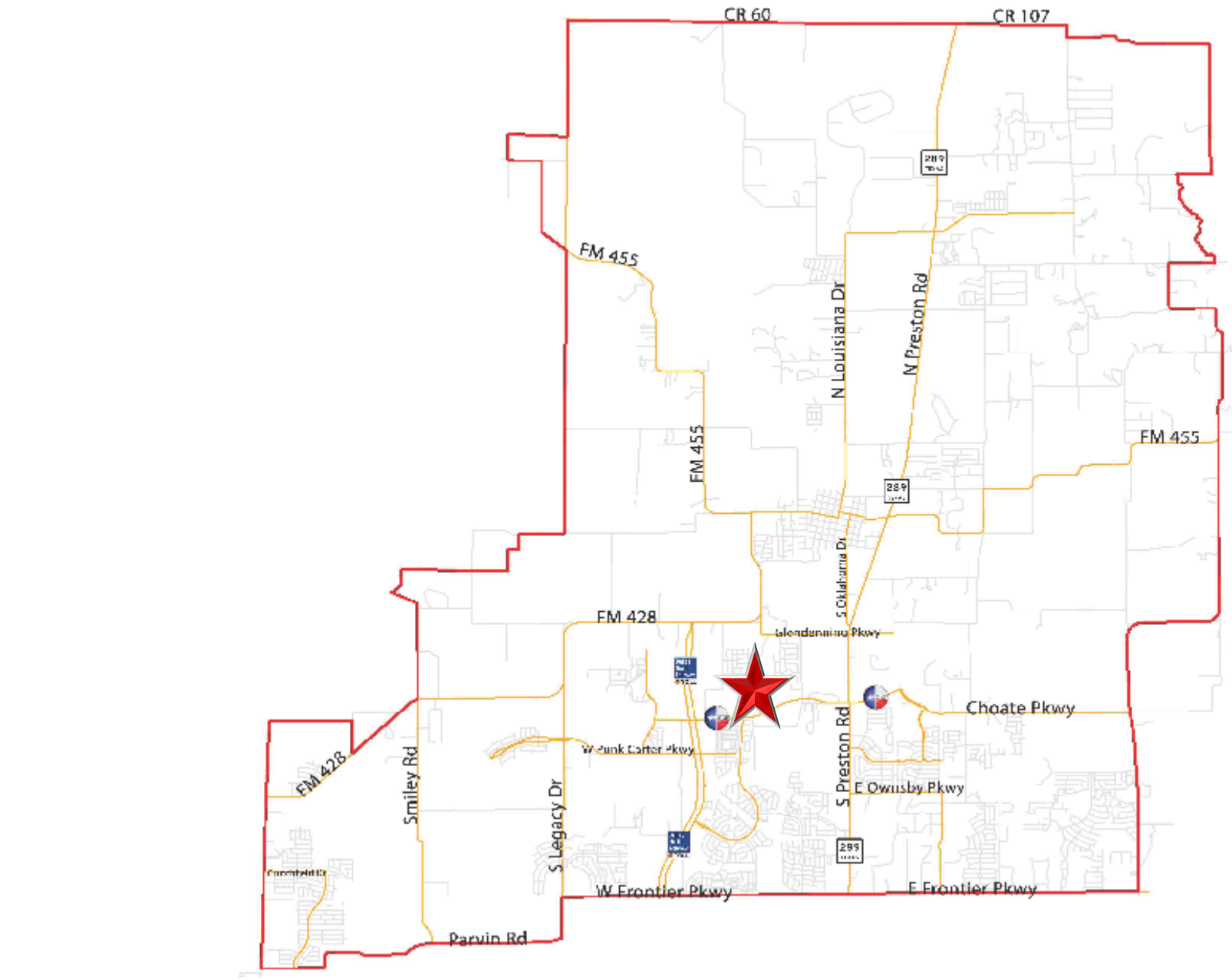
0 500 1,000 Feet

GCEC SUBSTATION

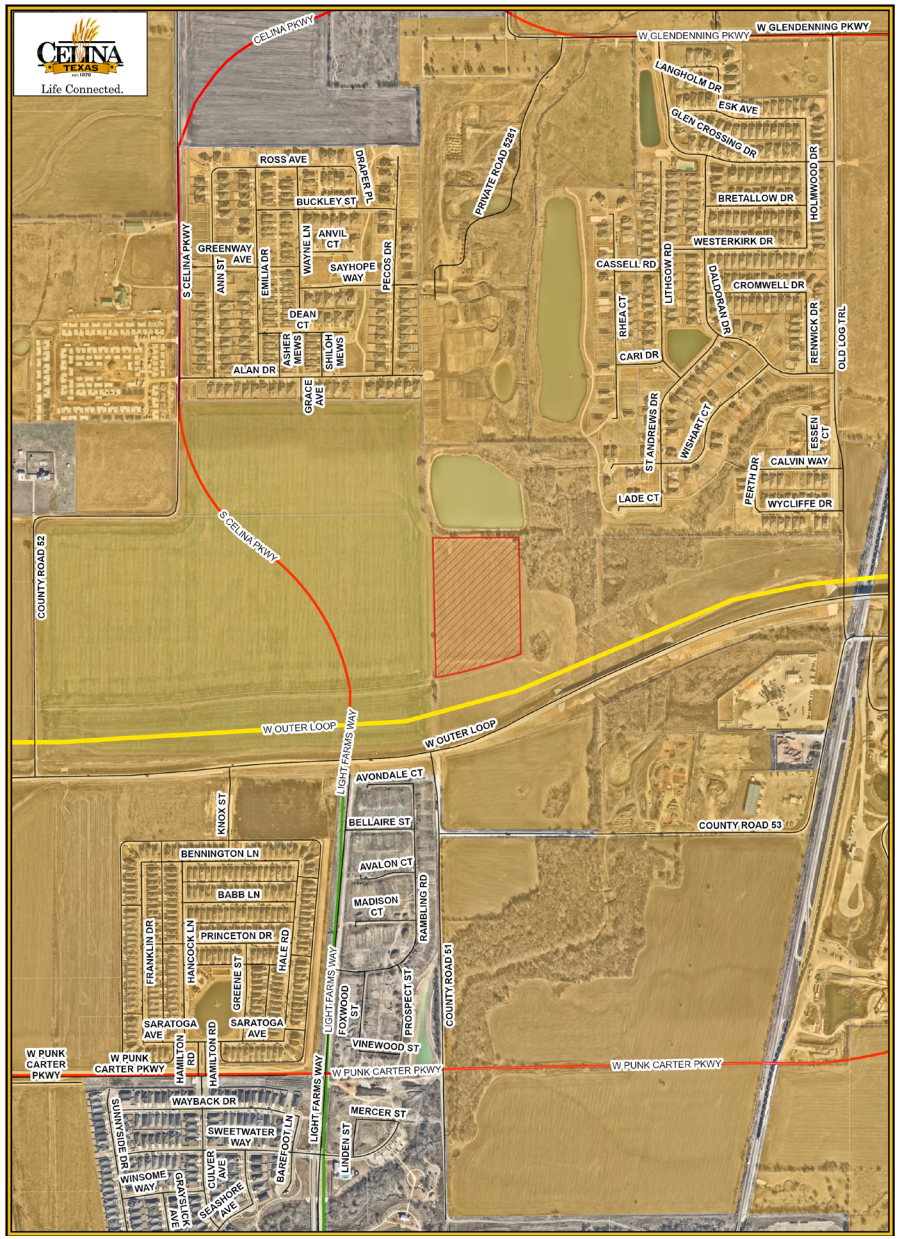
Rezoning

City Council
May 10, 2022

Attachment: Staff Presentation (GCEC Substation - Rezoning)



Attachment: Staff Presentation (GCEC Substation - Rezoning)



LOCATION MAP

The subject property is generally located north of the Outer Loop and approximately 615 east of future Celina Parkway, beneath the elevated road section.

Attachment: Staff Presentation (GCEC Substation - Rezoning)

BACKGROUND

- The subject property is approximately 12 acres, within City Limits, and currently zoned Agricultural District (AG)
- The applicant is proposing a Planned Development (PD) with a base zoning of Collin County Outer Loop Overlay (CCOLO) and the additional permitted use of an Electric Substation

Attachment: Staff Presentation (GCEC Substation - Rezoning)

DEVELOPMENT STANDARDS

- An 8-foot masonry wall is required for screening around the substation compound
- In addition to the landscaping required by the Zoning Ordinance, Eastern Red Cedar trees shall be planted every 20 feet on center around the wall's perimeter
- Gated access into the compound is allowed so long as it is decorative black metal or solid metal
- Gravel pavement is only allowed within the substation screening wall limits
- Concrete access must be provided to the substation compound walls

Attachment: Staff Presentation (GCEC Substation - Rezoning)

POLICY CONSIDERATIONS

- The Public Utility Commission (PUC) restricts cities' ability to meaningfully regulate the location of substations
- Locations are pre-chosen based upon projected demand on the system, and utility providers have substantial latitude in choosing locations for required infrastructure
- The City has limited ability to restrict the location of necessary electrical services, but can regulate design standards
- The subject property is beneath the elevated road section and adjacent to floodplain

Attachment: Staff Presentation (GCEC Substation - Rezoning)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (GCEC Substation - Rezoning)

RECOMMENDATION

- The recommendation of the Planning & Zoning Commission unanimously recommended approval of the request at its April 19th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (GCEC Substation - Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
GCEC SUBSTATION
PLANNED DEVELOPMENT #132

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 12 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF THE COLLIN COUNTY OUTER LOOP AND APPROXIMATELY 600 FEET EAST OF FUTURE CELINA PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 132; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Development Regulations, set forth in Exhibit "C," attached hereto and incorporated herein, define the base zoning district, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina,

Attachment: Draft Ordinance (GCEC Substation - Rezoning)

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. 132 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 132, and incorporates 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 described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

Attachment: Draft Ordinance (GCEC Substation - Rezoning)

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 (GCEC Substation - Rezoning)

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 10th day of May, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

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

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (GCEC Substation - Rezoning)

Exhibit A
Legal Description

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 167, SOUTH OF THE CITY OF CELINA, COLLIN COUNTY TEXAS, ON THE NORTH SIDE OF WEST COLLIN COUNTY OUTER LOOP (A VARIABLE WIDTH RIGHT-OF-WAY) JUST NORTH OF COUNTY ROAD 51 INTERSECTING SAID OUTER LOOP HIGHWAY, BEING A WEST PART OF THE NORTHERLY REMAINDER, (CALLED) 20.295 ACRES OF THE TRACT CONVEYED TO CELINA TORK LTD, JANUARY 31, 2019, BY THE DEED RECORDED IN INSTRUMENT NUMBER 20070214000210230, OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, (O.P.R./C.C.Tx.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID CELINA TORK LTD, TRACT, A ⅝ INCH IRON ROD FOUND, SAID POINT-OF-BEGINNING BEING LOCATED ON THE EAST LINE OF A TRACT CONVEYED TO EARTHMAN ESTATES LP, JUNE 16, 2017 BY DEED RECORDED IN INSTRUMENT NUMBER 20170623000820190, OF SAID RECORDS, AND AT THE SOUTHWEST CORNER OF A TRACT (CALLED) 12.515 ACRES, CONVEYED TO GREENWAY HOMEOWNERS ASSOCIATION INC., AUGUST 18, 2021, BY DEED RECORDED IN INSTRUMENT NUMBER 2021082700174900, OF SAID RECORDS;

THENCE NORTH 89 DEGREES 43 MINUTES 34 SECONDS EAST, WITH THE NORTH LINE OF SAID CELINA TORK LTD TRACT, AND THE SOUTH LINE OF SAID GREENWAY HOMEOWNERS TRACT, A DISTANCE OF 582.58 FEET TO A 1/2 INCH IRON ROD WITH A CAP STAMPED 3941, SET FOR CORNER;

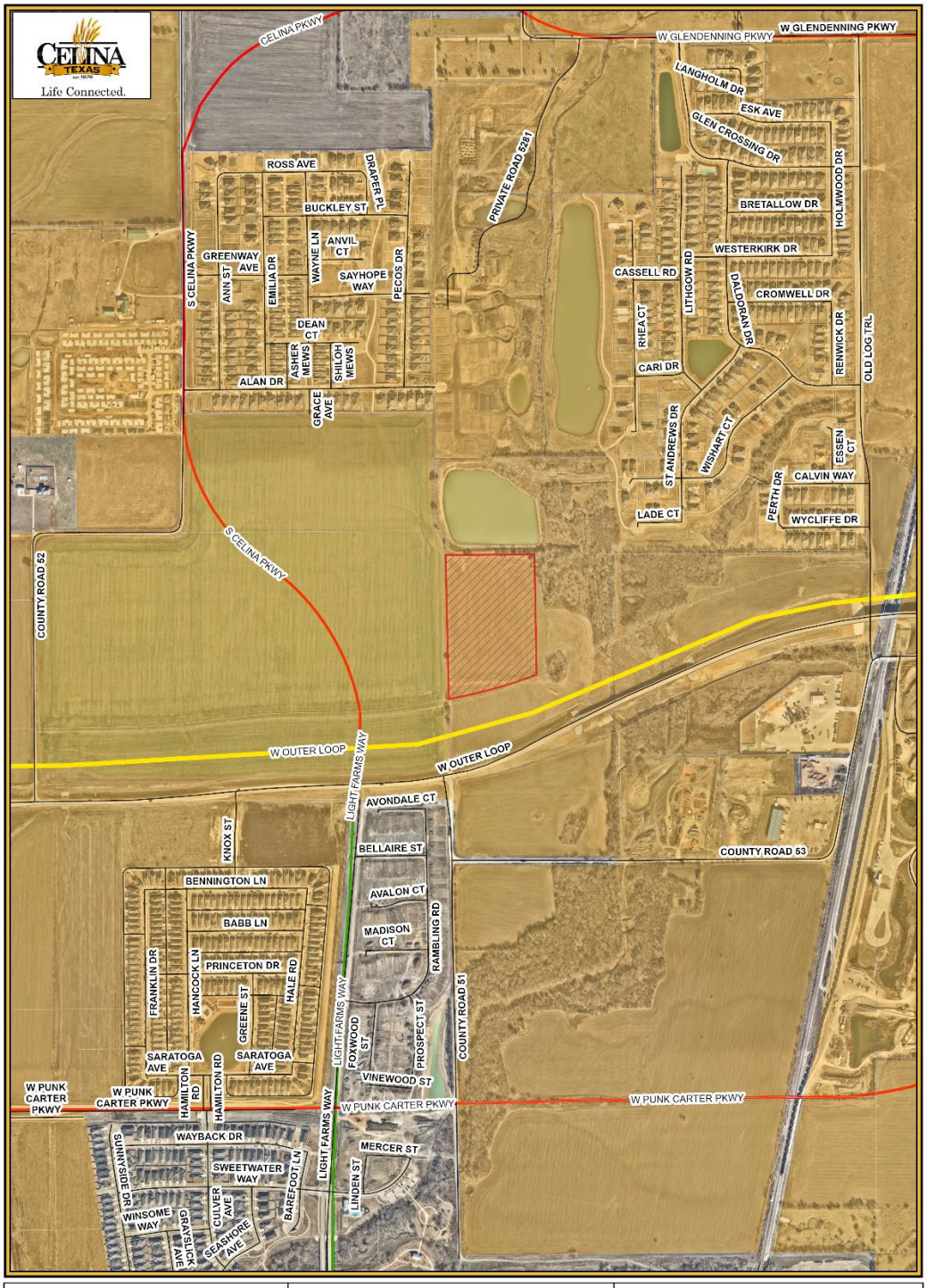
THENCE SOUTH 00 DEGREES 58 MINUTES 33 SECONDS EAST, ACROSS SAID CELINA TORK LTD, TRACT, A DISTANC OF 803.01 FEET TO A 1/2 INCH IRON ROD WITH A CAP STAMPED 3941 SET IN THE NORTH RIGHT OF WAY CURVE OF WEST COLLIN COUNTY OUTER LOOP, (A VARIABLE WIDTH RIGHT-OF-WAY), AS CONVEYED TO THE COLLIN COUNTY TOLL ROAD AUTHORITY, JANUARY 31, 2019, BY DEED AND PLAT, RECORDED IN INSTRUMENT NUMBER 20190214000156860, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE WITH A CURVE TO THE RIGHT, IN SAID RIGHT-OF-WAY LINE, AND A SOUTH LINE OF SAID CELINA TORK LTD, 20.295 ACRES TRACT, AN ARCH DISTANCE OF 605.98 FEET, A RADIUS OF 3750.00 FEET, A DELTA ANGLE OF 09 DEGREES 15 MINUTES 31 SECONDS, AND A CHORD OF SOUTH 73 DEGREES 15 MINUTES 19 SECONDS WEST, 605.32 FEET TO A 5/8 INCH IRON ROD WITH A RED CAP FOUND AT THE SOUTHEAST CORNER OF SAID EARTHMAN ESTATES LP, TRACT;

THENCE NORTH 00 DEGREES 58 MINUTES 33 SECONDS WEST, WITH THE WEST LINE OF SAID CELINA TORK LTD TRACT AND THE EAST LINE OF SAID EARTHMAN TRACT, A DISTANCE OF 974.65 FEET TO THE POINT-OF-BEGINNING AND CONTAINING IN ALL 522,720 SQUARE FEET OR 12.000 ACRES OF LAND.

Attachment: Draft Ordinance (GCEC Substation - Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (GCEC Substation - Rezoning)

Exhibit C
Development Regulations

The property is zoned a Planned Development (PD) with Collin County Outer Loop Overlay (CCOLO) base zoning and the additional permitted use of an Electric Substation, with the following Development Standards:

1. An 8-foot masonry wall is required for screening around the substation compound. This wall can serve in lieu of any required perimeter screening walls.
2. In addition to the landscaping required by the Zoning Ordinance, Eastern Red Cedar trees shall be planted every 20 feet on center around the wall's perimeter.
3. Gated access into the compound is allowed so long as it is decorative black metal or solid metal.
4. Gravel pavement is only allowed within the substation screening wall limits.
5. Concrete access must be provided to the substation compound walls.
6. A unipole meeting all of the City's design regulations is allowed within the substation compound.
7. Staff reserves final approval authority for all site layouts (layout, drive cuts, cross access, etc.).

Attachment: Draft Ordinance (GCEC Substation - Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Cottages of Celina (Mosey Tract) - Rezoning

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

Applicant:
Republic Property Group
400 S. Record St., Ste. 1200
Dallas, TX 75202

Background Information:
This item is for the amendment of Planned Development No. 80 (PD-80). Approximately 34 acres within PD-80 is being rezoned to Multi-Family, Horizontal District (MF-0) and Multi-Family, Urban Living District (MF-3) base zoning. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

DOE BRANCH BLVD
PRIVATE ROAD 5156
PRIVATE ROAD 5155
COUNTY ROAD 970
COUNTY ROAD 50
VILLAGE CREEK ST
BEAR CREEK CT
SPRING CREEK TRL
SAPPA CREEK ST
CLEAR CREEK PKWY
CLEAR CREEK WAY
HACKBERRY CREEK TRL
MISSION CREEK TRL
DRIFTWOOD CREEK TRL
DALLAS NORTH TOLLWAY
S DALLAS PKWY
PINE CREEK WAY
SALADO CREEK WAY
COFFEE MILL RD
BOULDER CREEK ST
ELK CREEK ST
SALT CREEK WAY
CIBOLO CREEK TRL
WOOD RIVER WAY
MINERAL CREEK TRL
CANEY CREEK CIR
BEDIAS CREEK DR
BARTON CREEK CT
PINTO CREEK DR
DOE BRANCH BLVD
COMAL CT
W FRONTIER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Cottages of Celina
Location Map
City of Celina

3/29/2022

N W E S

0 445 890 Feet

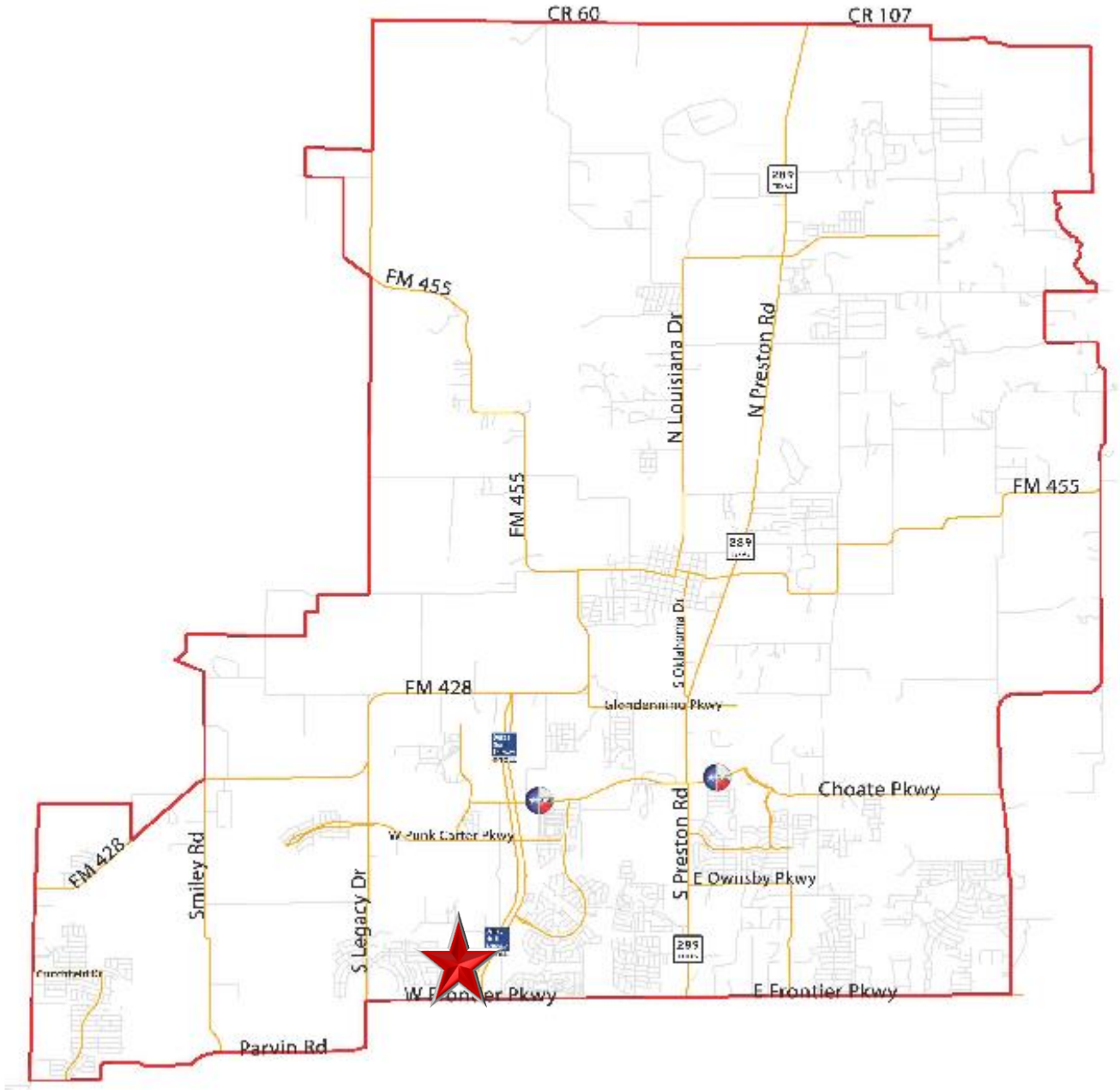
Attachment: Location Map (Cottages of Celina (Mosey Tract) - Rezoning)

COTTAGES OF CELINA (MOSEY TRACT)

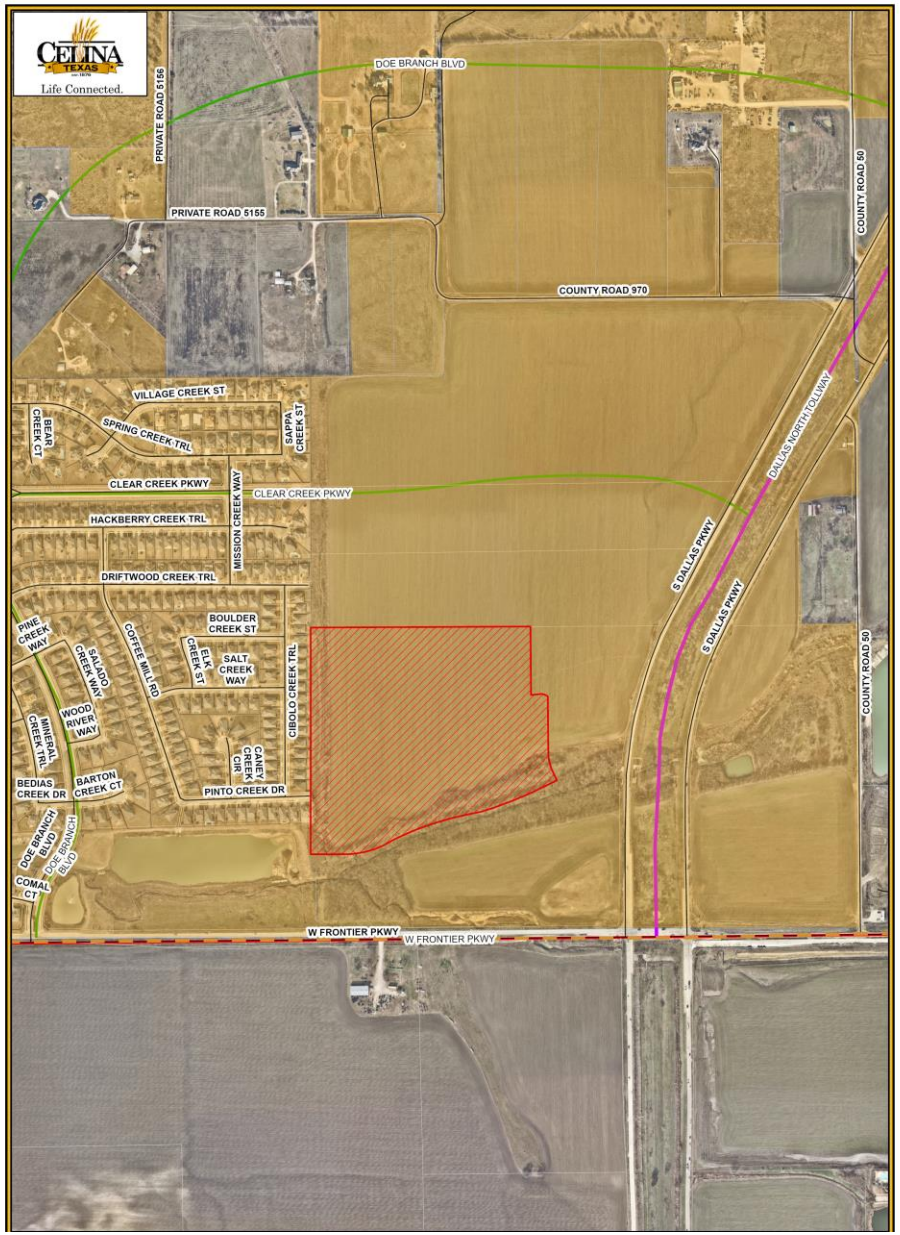
Rezoning

City Council
May 10, 2022

Attachment: Staff Presentation (Cottages of Celina (Mosey Tract) - Rezoning)



Attachment: Staff Presentation (Cottages of Celina (Mosey Tract) - Rezoning)



LOCATION MAP

The subject property is generally located approximately 520 feet west of future Dallas North Tollway and approximately 900 feet north of Frontier Parkway

Attachment: Staff Presentation (Cottages of Celina (Mosey Tract) - Rezoning)

BACKGROUND

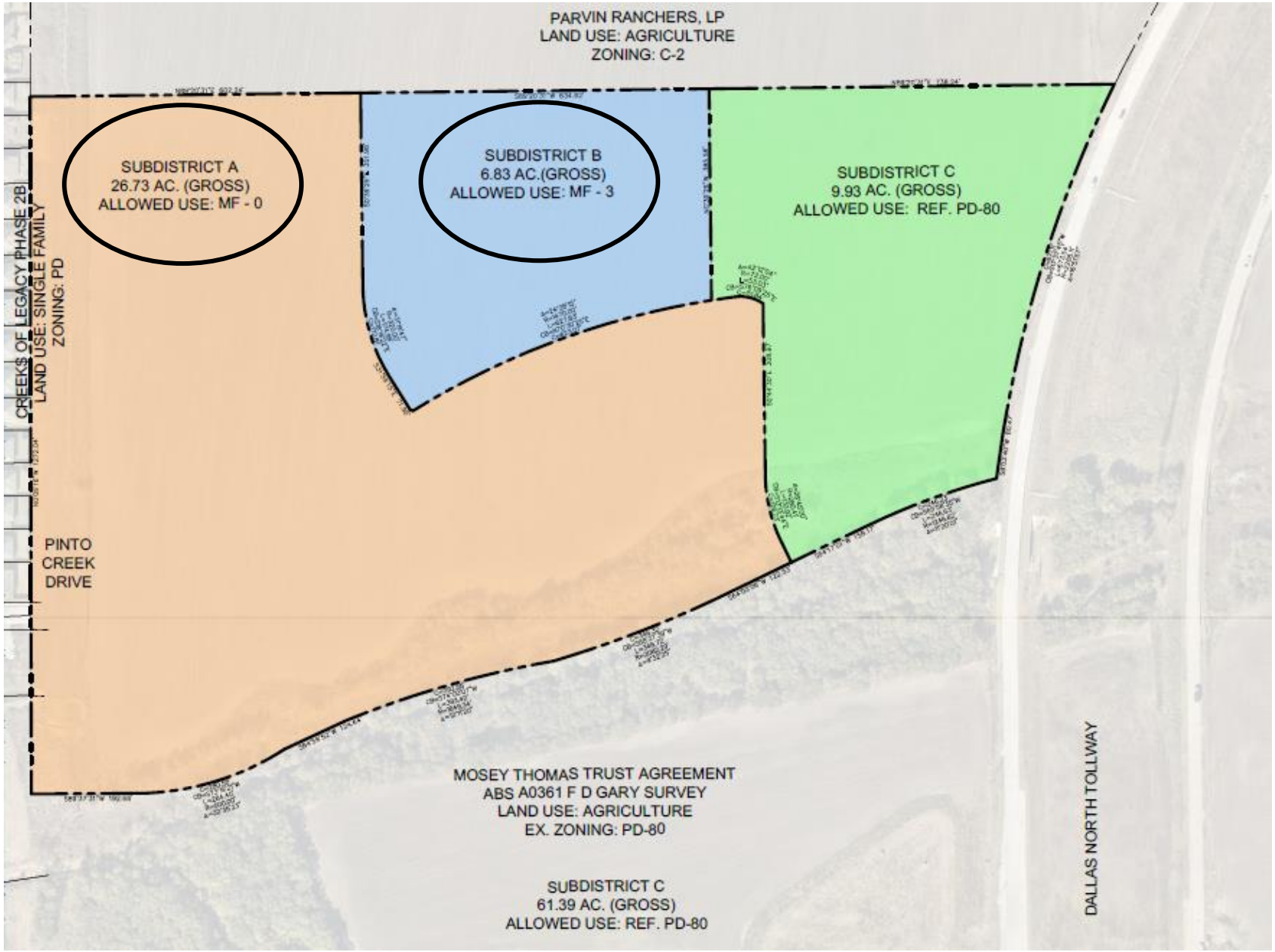
- The subject property is approximately 34 acres
- The property is currently zoned Planned Development (PD-80) with multiple tracts allowing for a variety of uses, including outdated development standards
- The applicant is proposing to amend a portion of the PD to allow for:
  - Multi-Family, Horizontal District (MF-0) in lieu of Townhomes
  - Multi-Family, Urban Living District (MF-3) in lieu of general multi-family

Attachment: Staff Presentation (Cottages of Celina (Mosey Tract) - Rezoning)

Original

Attachment: Staff Presentation (Cottages of Celina (Mosey Tract) - Rezoning)

Proposed



Attachment: Staff Presentation (Cottages of Celina (Mosey Tract) - Rezoning)

POLICY CONSIDERATIONS

- The current PD entitled high-density single-family (townhomes), which is similar to the MF-0 product in terms of density
- The MF-0 product type is smaller in scale than townhomes
- The MF-3 tract will be Celina's first urban, wrapped product, helping prove up the Celina market to lenders
- The uses are not inappropriate at this location and are similar in nature to the existing entitlements
- The proposed PD is base zoning, which follows modern standards (and as they may be amended) instead of standards that become outdated if written into the PD

Attachment: Staff Presentation (Cottages of Celina (Mosey Tract) - Rezoning)

P&Z PUBLIC HEARING

- Two people spoke at the public hearing
- One voiced appreciation for the developer seeking the input of the neighborhood and supported the requested zoning
- The other inquired about the zoning process and whether there would be additional public hearings at time of development
- Staff explained that zoning is a discussion of land use, whereas design standards apply at time of development

Attachment: Staff Presentation (Cottages of Celina (Mosey Tract) - Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its April 19th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Cottages of Celina (Mosey Tract) - Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____

COTTAGES OF CELINA (MOSEY TRACT)

AN AMENDMENT TO PLANNED DEVELOPMENT #80

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 34 ACRES LOCATED IN THE F.D. GARY SURVEY, ABSTRACT NO. 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATELY 520 FEET WEST OF FUTURE DALLAS NORTH TOLLWAY AND APPROXIMATELY 900 FEET NORTH OF FRONTIER PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 80; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, this Ordinance amends a portion of PD #80, which has previously been amended by ordinance 2017-31; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Land Plan and Development Regulations, set forth in Exhibit "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan

Attachment: Draft Ordinance (Cottages of Celina (Mosey Tract) - Rezoning)

of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 80 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Land Plan
Exhibit D:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 80, and incorporates the Land Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

Attachment: Draft Ordinance (Cottages of Celina (Mosey Tract) - Rezoning)

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

Attachment: Draft Ordinance (Cottages of Celina (Mosey Tract) - Rezoning)

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of May, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

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

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Cottages of Celina (Mosey Tract) - Rezoning)

Exhibit A
Legal Description

SUBDISTRICT A

26.7313 ACRES

BEING a tract of land situated in the F.D. Gary Survey, Abstract Number 361, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to Tomas Mosey Trust according to the document filed of record in Document Number 20190830001072500, Official Public Record Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" found in the east line of Creeks of Legacy Hills Phase 2B, an addition to Collin County, according to the document filed of record in Document No. 20170801010003670 (O.P.R.C.C.T.), for the southwest corner of that tract of land conveyed to Parven Ranchers, LP., according to the document filed of record in Document No. 20090707000849620 (O.R.P.C.C.T.), same being common for the northwest corner of said Mosey tract and this tract;

THENCE North 89°20'31" East, with the south line of said Parven tract, same being common with the north line of said Mosey tract, a distance of 602.24 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

THENCE leaving said common line, over and across said Mosey tract, the following sixteen (16) courses and distances:

South 00°39'29" East, a distance of 351.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract at the beginning of a tangent curve to the left with a radius of 320.00 feet, a central angle of 31°19'47", and a chord bearing and distance of South 16°19'22" East, 172.81 feet;

With said curve to the left, an arc distance of 174.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 31°59'15" East, a distance of 71.96 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 76°59'37" East, a distance of 5.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract at the beginning of a non-tangent curve to the right with a radius of 1,470.00 feet, a central angle of 22°45'08", and a chord bearing and distance of North 69°38'51" East, 579.91 feet;

With said curve to the right, an arc distance of 583.74 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract at the beginning of a compound curve to the right with a radius of 1,470.00 feet, a central angle of 01°43'07", and a chord bearing and distance of North 81°52'59" East, 44.09 feet;

With said curve to the right, an arc distance of 44.09 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract at the beginning of a compound curve to the

Attachment: Draft Ordinance (Cottages of Celina (Mosey Tract) - Rezoning)

right with a radius of 72.00 feet, a central angle of 42°12'04", and a chord bearing and distance of South 76°09'25" East, 51.84 feet;

With said curve to the right, an arc distance of 53.03 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 00°44'30" East, a distance of 308.97 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract at the beginning of a non-tangent curve to the left with a radius of 280.41 feet, a central angle of 26°45'00", and a chord bearing and distance of South 13°13'44" East, 129.73 feet;

With said curve to the left, an arc distance of 130.92 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner of this tract;

South 25°42'58" East, a distance of 40.81 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner of this tract;

South 64°03'06" West, a distance of 122.53 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner of this tract at the beginning of a non-tangent curve to the right with a radius of 2,082.29 feet, a central angle of 09°32'25", and a chord bearing and distance of South 68°37'39" West, 346.32 feet;

With said curve to the right, an arc distance of 346.72 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner of this tract at the beginning of a non-tangent curve to the left with a radius of 1,849.34 feet, a central angle of 12°11'20", and a chord bearing and distance of South 74°00'07" West, 392.68 feet;

With said curve to the left, an arc distance of 393.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner of this tract;

South 64°59'52" West, a distance of 124.64 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner of this tract at the beginning of a non-tangent curve to the right with a radius of 500.00 feet, a central angle of 32°35'23", and a chord bearing and distance of South 73°19'21" West, 280.58 feet;

With said curve to the right, an arc distance of 284.40 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner of this tract;

South 89°37'31" West, a distance of 192.68 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found in the east line of the above-mentioned Creeks of Legacy Hills, same being common with the west line the above-mentioned Mosey tract, for the southwest corner of this tract;

THENCE North 00°06'16" West, with said common line, a distance of 1,272.04 feet to the **POINT OF BEGINNING** and containing 1,164,415 square feet or 26.7313 acres of land.

Attachment: Draft Ordinance (Cottages of Celina (Mosey Tract) - Rezoning)

SUBDISTRICT B

6.8350 ACRES

BEING a tract of land situated in the F.D. Gary Survey, Abstract Number 361, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to Tomas Mosey Trust according to the document filed of record in Document Number 20190830001072500, Official Public Record Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" set in the south line of that tract of land conveyed to Parven Ranchers, LP., according to the document filed of record in Document No. 20090707000849620 (O.R.P.C.C.T.), same being the north line of said Mosey tract, from which a 5/8-inch iron rod with plastic cap stamped "KHA" found in the east line of Creeks of Legacy Hills Phase 2B, an addition to Collin County, according to the document filed of record in Document No. 20170801010003670 (O.P.R.C.C.T.), for the southwest corner of said Parven tract, same being common with the northwest corner of said Mosey tract bears South 89°20'31" East, 602.24 feet;

THENCE North 89°20'31" East, with said common line, a distance of 634.92 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract from which a 5/8-inch iron rod with plastic cap stamped "KHA" found in said common line bears North 89°20'31" East, 93.33 feet;

THENCE leaving said common line, over and across the above-mentioned Mosey tract, the following six (6) courses and distances:

South 00°39'29" East, a distance of 385.58 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract at the beginning of a non-tangent curve to the left with a radius of 1,470.00 feet, a central angle of 22°45'08", and a chord bearing and distance of South 69°38'51" West, 579.91 feet;

With said curve to the left, an arc distance of 583.74 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 76°59'37" West, a distance of 5.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 31°59'15" West, a distance of 71.96 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract at the beginning of a tangent curve to the right with a radius of 320.00 feet, a central angle of 31°19'47", and a chord bearing and distance of North 16°19'22" West, 172.81 feet;

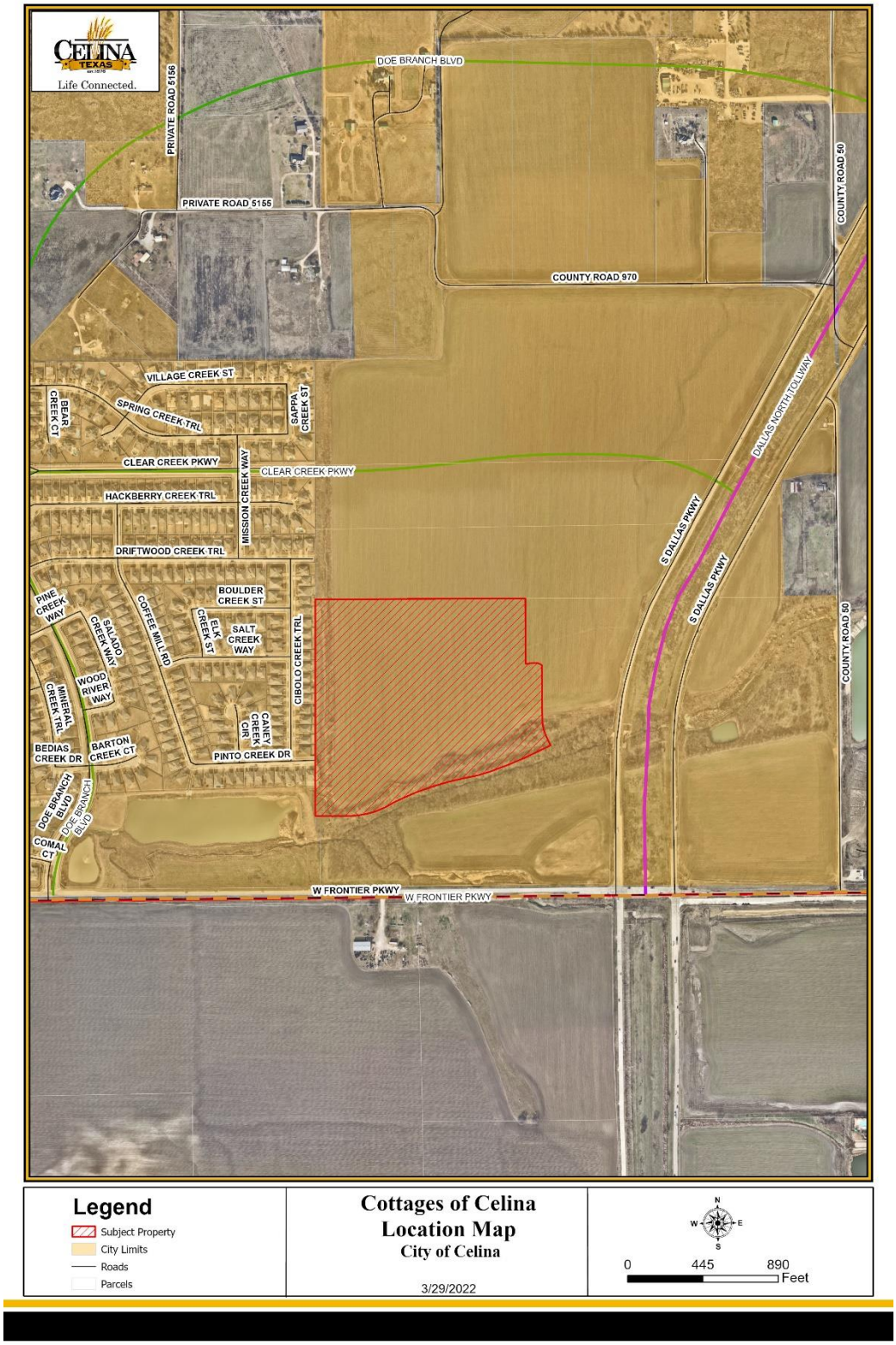
With said curve to the right, an arc distance of 174.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

Attachment: Draft Ordinance (Cottages of Celina (Mosey Tract) - Rezoning)

North 00°39'29" West, a distance of 351.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract; to the **POINT OF BEGINNING** and containing 297,732 square feet or 6.8350 acres of land.

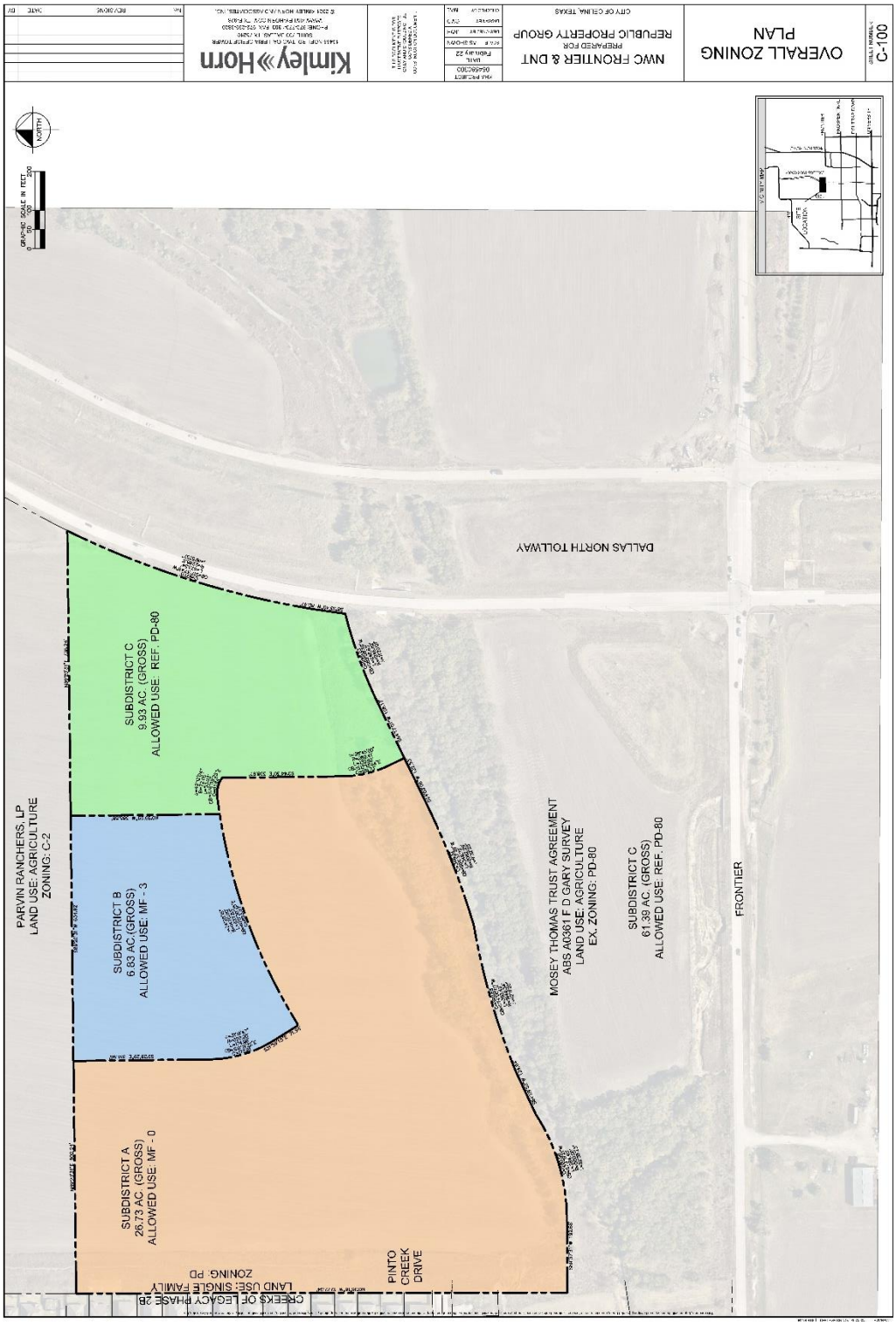
Attachment: Draft Ordinance (Cottages of Celina (Mosey Tract) - Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Cottages of Celina (Mosey Tract) - Rezoning)

Exhibit C
Land Plan



Attachment: Draft Ordinance (Cottages of Celina (Mosey Tract) - Rezoning)

Exhibit D
Development Regulations

The property is zoned a Planned Development (PD) with a base zoning of Multi-Family, Horizontal District (MF-0) and Multi-Family, Urban Living District (MF-3).

The subject property shall conform to all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City Ordinances, as may be amended.

Multi-Family, Horizontal District (MF-0) shall be subject to the following standards:

- Maximum Density: The maximum overall density for MF-0 developments shall be 12 units/acre.
- Maximum Height: The maximum height of MF-0 developments shall be two (2) stories, with generally 1-2 units with a maximum of 4 units per building.
- Due to the similarity between Horizontal Multi-Family products and Single-Family homes, the bedroom limitation standard does not apply.
- Architecture: MF-0 developments are expected to abide by Single-Family architectural requirements (all units shall be 80% brick or stone, with the remainder allowed to be stucco or cementitious fiberboard, on all facades).
- Perimeters, including fencing/walls, screening, and home orientation shall abide by the following:
    - No gates crossing the fire lanes are allowed.
    - Private yard spaces may be fenced with either open ornamental iron fencing or enhanced wooden fencing (cedar, board-on-board, with a decorative cap). Any fencing potentially visible from a public right-of-way as identified by the Master Thoroughfare Plan shall be open ornamental iron.
    - When adjacent to public streets and non-residential development, including other non-MF-0 multi-family development, the shared border shall consist of homes that engage the perimeter by fronting onto and activating the perimeter (no garages) so that they are integrated into adjacent development. The landscape buffer and tree requirements still apply. Lead walks or other pedestrian connections are required, as determined by the Director.
    - When adjacent to Single-Family residential or other MF-0 development, wooden privacy fences are allowed within the landscape setback. Perimeter tree requirements still apply, as does the requirement for an eight (8) foot tall masonry wall along the shared property line.

Attachment: Draft Ordinance (Cottages of Celina (Mosey Tract) - Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	5513 Smiley Road - Development Agreement

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

Applicants:
William and Eden Morgan
P.O. Box 7490
Redlands, CA 92375

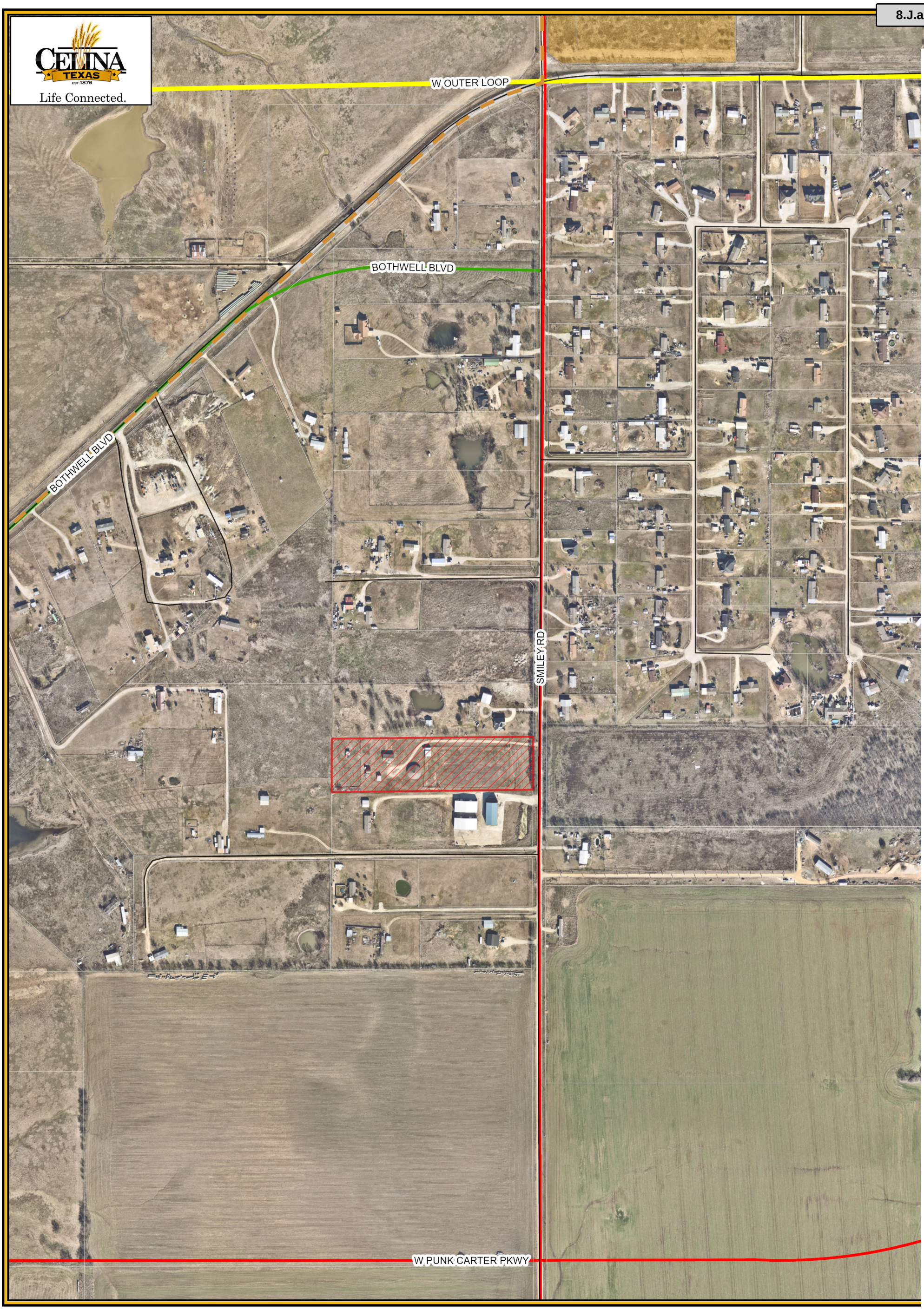
Background Information:
The property is approximately 5 acres within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning for the tract while allowing self-park/storage as an interim land use for a maximum of 15 years. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

5513 Smiley Rd
Location Map
City of Celina

3/28/2022

N W E S

0 375 750 Feet

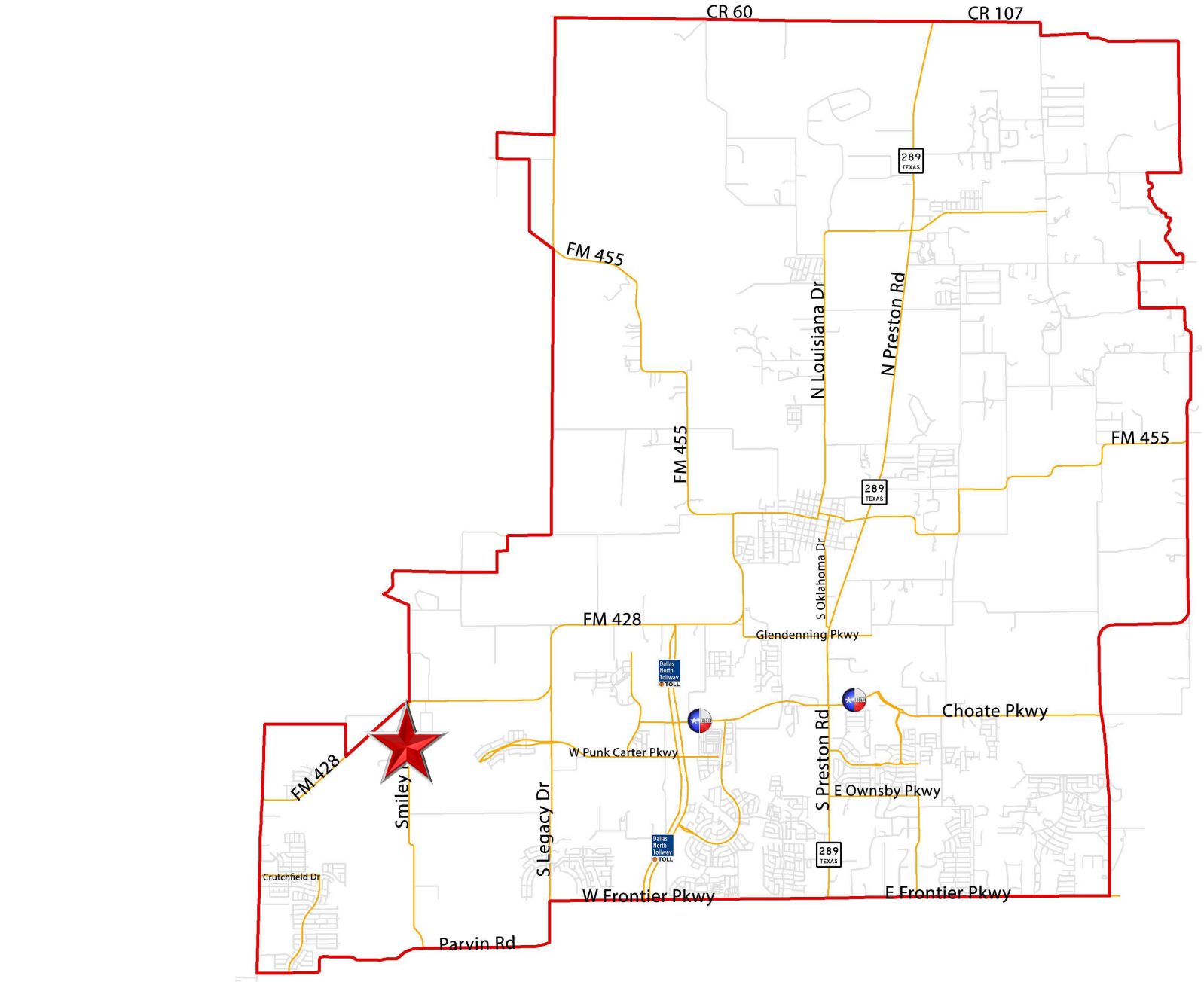
Attachment: Location Map (5513 Smiley Road – Development Agreement)

5513 SMILEY ROAD

Development Agreement

City Council
May 10, 2022

Attachment: Staff Presentation (5513 Smiley Road – Development Agreement)



Attachment: Staff Presentation (5513 Smiley Road – Development Agreement)

LOCATION MAP

The subject property is generally located west of Smiley Road and approximately 2,900 feet south of F.M. 428

Attachment: Staff Presentation (5513 Smiley Road – Development Agreement)

BACKGROUND

- The property is approximately 5 acres, located in the Extraterritorial Jurisdiction (ETJ), without a pre-annexation agreement
- The property owner desires to outline the future annexation and zoning that will apply to the tract through a Development Agreement with the City
- The subject property proposes an interim land use of open vehicle storage, which has a sunset clause of 15 years

Attachment: Staff Presentation (5513 Smiley Road – Development Agreement)

AGREEMENT OVERVIEW

- The Development Agreement proposes immediate annexation and zoning for the 5 acres
- The agreement proposes zoning of Commercial, Office, & Retail District (C)
- The Property may include an exterior space for a self-park/storage of motor vehicles, for up to 15 years after the property is annexed, with certain regulations (i.e., maintain 40' landscape buffer & provide screening)
- The Development Agreement also requires right-of-way dedication from the property owner, either at time of development or when requested by the City, consistent with the City's Master Thoroughfare Plan

Attachment: Staff Presentation (5513 Smiley Road – Development Agreement)

POLICY CONSIDERATIONS

- The DA brings an additional 5 acres into the City Limits
- ROW dedication and landscape buffer for Smiley Road are consistent with modern standard
- The proposed zoning is appropriate for the location being close to an intersection of two six-lane thoroughfares
- The interim use will cease after 15 years, per the agreement
- The interim use is allowed in the County today with no regulations
- ROW clauses are favorable to the City's thoroughfare plan

Attachment: Staff Presentation (5513 Smiley Road – Development Agreement)

P&Z PUBLIC HEARING

- A resident inquired about the site's security fencing and if the temporary land use's definition could be interpreted to be a junk yard (*no*)
- The Applicant addressed the Commission and confirmed that the entire property will be secured with a privacy fence

Attachment: Staff Presentation (5513 Smiley Road – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its April 19th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (5513 Smiley Road – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between **William Morgan and Eden Morgan** (the "Property Owner") and the **City of Celina** (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

ARTICLE I
RECITALS

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Property Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, the Property Owner owns an approximately five (5) acre tract of land (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and described in **Exhibit A** and depicted on **Exhibit B**; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements, and building code requirements, except as otherwise provided herein; and

WHEREAS, the Property Owner intends to develop the Property as Commercial, Office, & Retail District ("C") with an additional allowed use of mini-warehouse/self-storage with regulations in accordance with the proposed development zoning standards (the "Development Standards"), which are attached hereto as **Exhibit C** with a temporary vehicle self-park use for up to fifteen (15) years; and

WHEREAS, the Parties agree that the City's standard fees for development shall apply to the Property; and

WHEREAS, as the Property is within the City's extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code.

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

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

ARTICLE II
GENERAL TERMS AND DEFINITIONS

The recitals to this Agreement are incorporated herein for all purposes. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

City is defined in the introductory paragraph.

City Council means the City Council of the City of Celina.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as amended from time to time.

Development Standards means the development standards for the Property, which are set forth as shown in **Exhibit C**.

Effective Date is defined in the introductory paragraph.

ETJ is defined in the Recitals.

Parties means the Property Owner and the City.

Party means the Property Owner or the City.

Petition Property is defined in Section 6.1.

Property is defined in the Recitals.

Property Owner is defined in the introductory paragraph.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Regulations and Standards. Development of the Property shall be subject to, and in compliance with the City Regulations and uniform engineering design standards, as amended, except to the extent that the Development Standards, attached as **Exhibit C**, may vary from those terms, then the Development Standards shall control.

3.2 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Property

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

3.3 Building Codes, Fire Codes and Building Materials. *Property Owner has consented to and requested, and the Parties agree, that* ***Exhibit C****, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

3.4 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Development, Review and Inspection Fees. Except for any fees related to zoning of the Property immediately upon annexation, development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation fees relating to platting fees, permit fees, development, revue and inspection fees and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

4.2 ROW Dedication. The Property Owner shall, either by plat or by deed as requested by the City, dedicate right-of-way area for Smiley Road.

4.3 **PROPERTY OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/ PROPERTY OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(A) THE PROPERTY OWNER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(c) NUISANCE.

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE PROPERTY OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE PROPERTY OWNER'S ANTICIPATED IMPROVEMENTS AND PROPERTY OWNER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE PROPERTY OWNER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE PROPERTY OWNER FOR SUCH LAND, AND THE PROPERTY OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE PROPERTY OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing.

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation and Zoning of Property. Within ten (10) days of being requested to do so by the City, Property Owner agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Property by the City that may contain additional acres (together all acreage the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Petition Property, into the City's corporate limits, including a written services agreement prepared by the City. The annexation service agreement for the Property shall be consistent with the terms of this Agreement. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Property Owner shall execute another voluntary annexation petition for the Petition Property, within ten (10) days of being requested to do so. Upon annexation, the City shall provide police, fire, and emergency medical services in the same manner as provided to similarly situated property in the City limits. Concurrently with submitting the annexation request, the Property Owner shall submit a zoning application to the City requesting the Property be zoned consistent with the Development Standards. Property Owner acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Property Owner;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Coe.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Development Standards, as shown in **Exhibit C**, and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property consistent with the Development Standards, and applicable provisions of this Agreement contemporaneously with annexation of the Property. Through this Agreement, the Property Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section.

6.3 Platting. Property Owner expressly requests to waive the 30 and 15 day timing requirements in Chapter 212 of the Texas Local Government Code and the City approves of Property Owner's request for the waiver.

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Property Owner, or any lien holder on the Property, without the prior written consent of the City. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Property Owner and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the assignee acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by Property Owner shall release Property Owner from any liability that resulted from an act or omission by Property Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Property Owner shall maintain written records of all assignments made by Property Owner to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

8.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement, except for the fees and charges to be collected under Article IV, without the Property Owner's prior

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

written consent, which consent shall not be unreasonably withheld.

8.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer (as defined in Article IX below) of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Property Owner" and have all of the obligations of the Property Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

8.5 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Property Owner sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Property Owner must provide written notice of same to the City;
(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
(c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
(d) the notice must be signed by a duly authorized person representing the Property Owner.

ARTICLE IX
RECORDATION

Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Denton County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement, except for Section 3.3 shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot ("an End-Buyer") and shall not negate the End-Buyer's obligation to comply with Section 3.3 and the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 Email: jlaumer@celina-tx.gov
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 Email: julie@txmunicipallaw.com
With a copy to:	Attn: Lance Vanzant Hayes, Berry, White & Vanzant, LLP 201 Preston Road, Suite 106 Celina, Texas 75009 Email: lvanzant@hbwvlaw.com
To the Property Owner:	William Morgan and Eden Morgan P.O. Box 7490 Redlands, California 92375 Email: edenmorgan@msn.com

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

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

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

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

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

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

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

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

10.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

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

Exhibit A Legal Description of Property
Exhibit B Depiction of Property
Exhibit C Development Standards for Property

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Property Owner expressly amending the terms of this Agreement.

10.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[signatures on following pages]

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

EXECUTED by the City and Property Owner on the respective dates stated below.

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Deputy City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2022 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

PROPERTY OWNER 1: WILLIAM MORGAN

By: _____
Name: William Morgan

Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2022, by William Morgan, owner of said Property.

_____
Notary Public in and for the State of TEXAS

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

PROPERTY OWNER 2: EDEN MORGAN

By: _____
Name: Eden Morgan

Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2022, by Eden Morgan, owner of said Property.

_____
Notary Public in and for the State of TEXAS

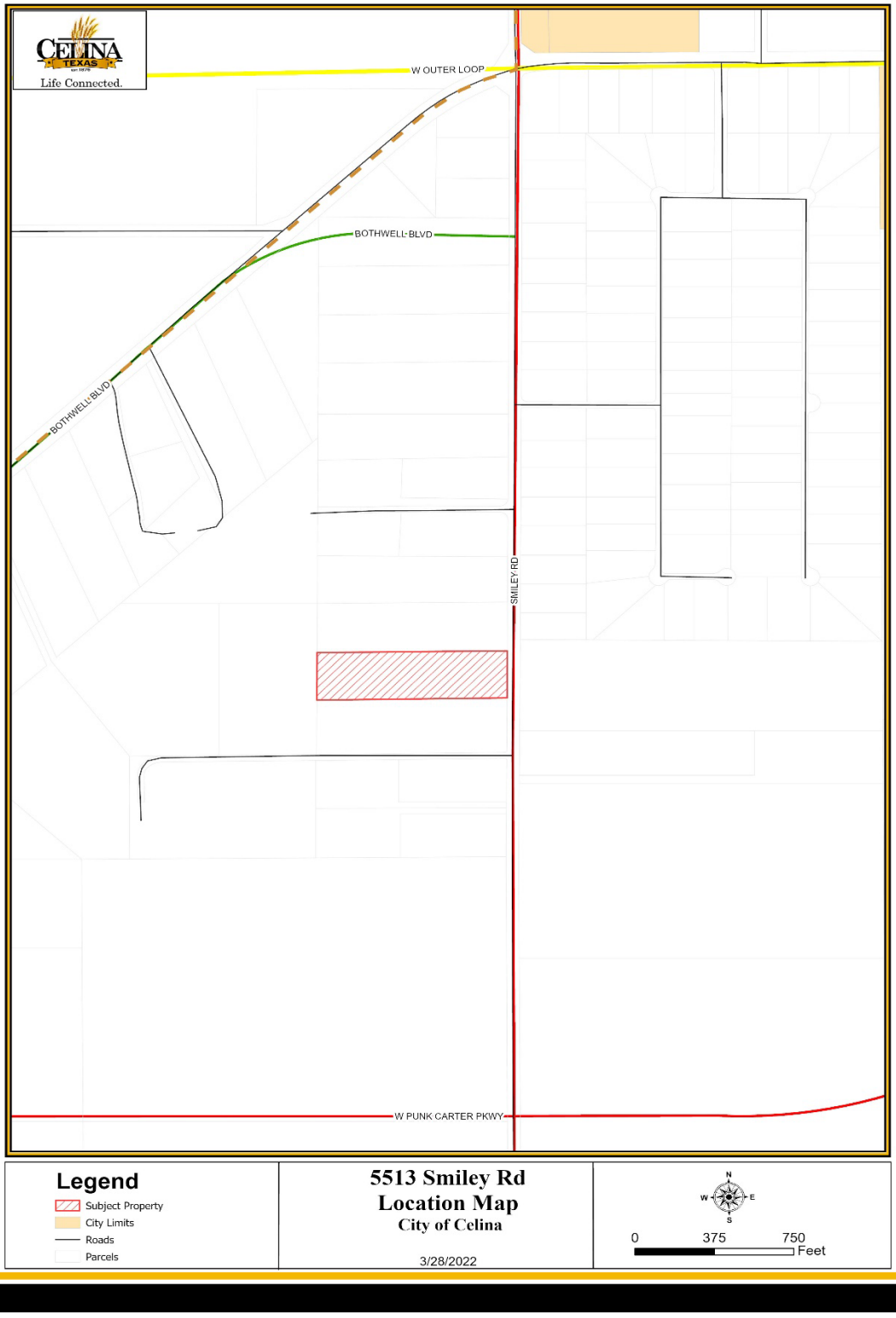
Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Lot 13, Block 1 of Willow Wood Addition, according to the Plat thereof Recorded as Document 2022-1978 in the Plat Records of Denton County in Cabinet M, Page 260, Plat Records, Denton County, Texas.

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

EXHIBIT C
DEVELOPMENT STANDARDS

The Property shall be zoned Commercial, Office, & Retail District ("C") and shall be subject to, and in compliance with the City Regulations and uniform engineering design standards, as amended, except to the extent that the property shall develop generally in accordance with the following special ordinance provisions:

1. Base zoning of Commercial, Office, & Retail District ("C") with an allowed use of mini-warehouse/self storage by right.
2. For a period of fifteen (15) years beginning with the effective date of the annexation of the Property, use of the Property may include an exterior space for the self-park/storage of motor vehicles and trailers with the following regulations:
    a. Gravel may be utilized for surfacing at grade.
    b. Setback shall be 40' from future right-of-way as determined by the City Engineer.
    c. Screening along the right-of-way (southern property line) shall be eight foot (8') cedar board-on-board fencing, with a decorative cap.
    d. City utility services will not be provided to the portion of the Property with this temporary use.
    e. Dedication of right-of-way shall be at the City's request.

Attachment: Draft Development Agreement (5513 Smiley Road – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: 21-03 Annexation Second Public Hearing

Action Requested:
The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties:

1. Collin CAD Property ID 2674384, being an approximate 85.95 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 1; generally located west of future Custer Road and approximately 1,290 feet south of future Marilee Road (HC Celina 414, LLC.),
2. Collin CAD Property ID 2839556, being an approximate 102.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 14; generally located south of future Marilee Road and approximately 1,355 feet west of future Custer Road (HC Celina 414, LLC.),
3. Collin CAD Property ID 2839562, being an approximate 134.54 acre tract of land in Collin County, Texas, legally described as Abstract No. A0247 in the John Davis Survey, Tract 1; generally located at the southeast corner of future Coit Road and Marilee Road (HC Celina 414, LLC.),
4. Collin CAD Property ID 2839563, being an approximate 16.77 acre tract of land in Collin County, Texas, legally described as Abstract No. A0533 in the W. C. Lewis Survey, Tract 1; generally located east of future Coit Road and approximately 835 feet north of future Stallcup Boulevard (HC Celina 414, LLC.),
5. Collin CAD Property ID 2839564, being an approximate 74.43 acre tract of land in Collin County, Texas, legally described as Abstract No. A0931 in the T & P Ry Co Survey, Tract 1; generally located at the northeast corner of future Coit Road and future Stallcup Boulevard (HC Celina 414, LLC.),
6. Collin CAD Property ID 2071427, being an approximate 14.88 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 74; generally located approximately 705 feet north of future Mobberly Road and 1,830 feet east of future Legacy Drive (Shewchuk Dwight M & Rebecca),
7. Collin CAD Property ID 991788, being an approximate 7.54 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 16; generally located approximately 240 feet north of Mobberly Road and 290 feet

west of future Legacy Drive (Barnett, Rebecca A),

8. Collin CAD Property ID 2689584, being an approximate 20.10 acre tract of land in Collin County, Texas, legally described as Abstract No. A0394 in the Daniel Howell Survey, Tract 38; generally located at the southeast corner of future Roseland Parkway and FM 455 (Narla, Srinivasa & Indumathi),
9. Collin CAD Property ID 1014388, being an approximate 10.66 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 2; generally located at the southwest corner of Louisiana Drive and County Road 994 (Marinko Living Trust),
10. Collin CAD Property ID 2657698, being an approximate 13.55 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 5; generally located approximately 350 feet south of future Stallcup Boulevard and 1,365 feet west of future Custer Road (JML Cattle Company LLC),
11. Collin CAD Property ID 2658131, being an approximate 10.45 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 6; generally located north of County Road 106 and approximately 1,400 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust),
12. Collin CAD Property ID 2674385, being an approximate 7.73 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 7; generally located north of County Road 106 and approximately 1,015 feet west of future Custer Road (Equity Trust Company DBA Sterling Trust Custodian FBO James L LaBorde),
13. Collin CAD Property ID 2707587, being an approximate 12 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 8; generally located at the northwest corner of future Custer Road and County Road 106 (McCauley, Jeffrey David & Mary Jo),
14. Denton CAD Property ID 173394, being an approximate 5.01 acre tract of land in Denton County, Texas, legally described as Abstract No. A0969A in Norwood, Tract 1(B); generally located west of Smiley Road and approximately 2,591 feet north of future Punk Carter Parkway (Fonseca, Maria Rocio),
15. Denton CAD Property ID 52870, being an approximate 18 acre tract of land in Denton County, Texas, legally described as Abstract No. A0211A in Cowan, Track 36 and Old DCAD, Sheet 2, Tract 7; generally located east of Smiley Road and approximately 1,945 feet north of future Punk Carter Parkway (18 Farm on Smiley Rd LTD), and
16. Denton CAD Property ID 173398, being an approximate 1.61 acre tract of land in Denton County, Texas, legally described as Willow Wood, Lot 1; generally located at the southwest corner of Smiley Road and FM 428 (Sadeghian, Khosrow TRTS of Kamy Real Property Trust).

Background:
Please refer to the attachments for additional information.

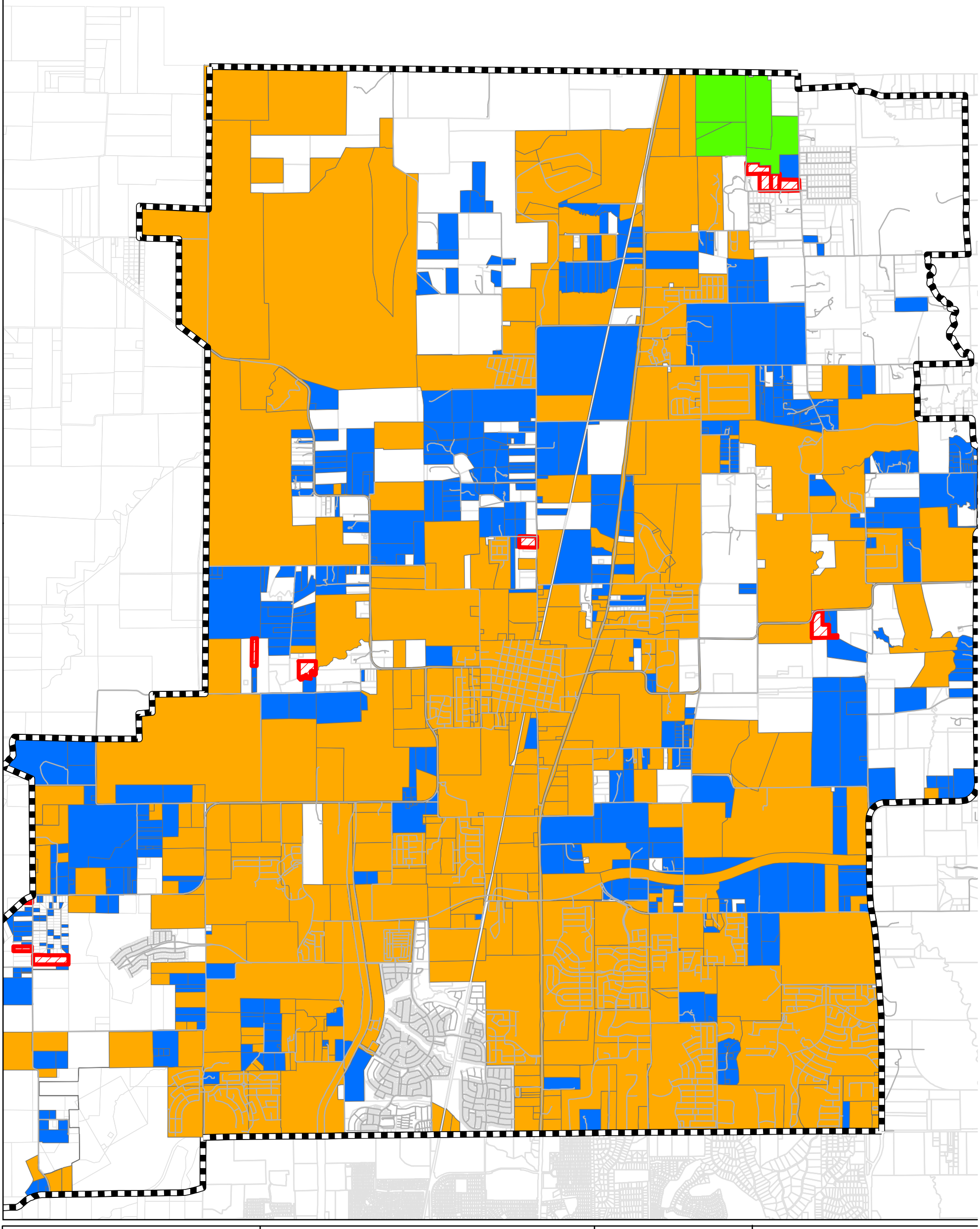
Below is the anticipated annexation schedule for the properties:

~~October 12, 2021 - Annexation Resolution~~
~~November 9, 2021 - 1st Public Hearing~~
~~April 12, 2022 - Petition Verification~~
May 10, 2022 - 2nd Public Hearing
June 14, 2022 - 3rd Public Hearing and Annexation Ordinance adoption

Supporting Documents:

- Location Map
- Staff Presentation

Staff Recommendation:
NA



Attachment: Location Map (21-03 Annexation Second Public Hearing)

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 4/4/2022

Legend

- Ultimate Boundary
- Roads
- Petition
- Potential Annexations
- Parcels

N
W E
S

0 4,500 9,000 Feet

LEGAL DESCRIPTION OF AREA

1. Collin CAD Property ID 2674384 (HC Celina 414, LLC.),
2. Collin CAD Property ID 2839556 (HC Celina 414, LLC.),
3. Collin CAD Property ID 2839562 (HC Celina 414, LLC.),
4. Collin CAD Property ID 2839563 (HC Celina 414, LLC.),
5. Collin CAD Property ID 2839564 (HC Celina 414, LLC.),
6. Collin CAD Property ID 2071427 (Shewchuk Dwight M & Rebecca),
7. Collin CAD Property ID 991788 (Barnett, Rebecca A),
8. Collin CAD Property ID 2689584 (Narla, Srinivasa & Indumathi),
9. Collin CAD Property ID 1014388 (Marinko Living Trust),
10. Collin CAD Property ID 2657698 (JML Cattle Company LLC),
11. Collin CAD Property ID 2658131 (Equity Trust Company DBA Sterling Trust),

Attachment: Staff Presentation (21-03 Annexation Second Public Hearing)

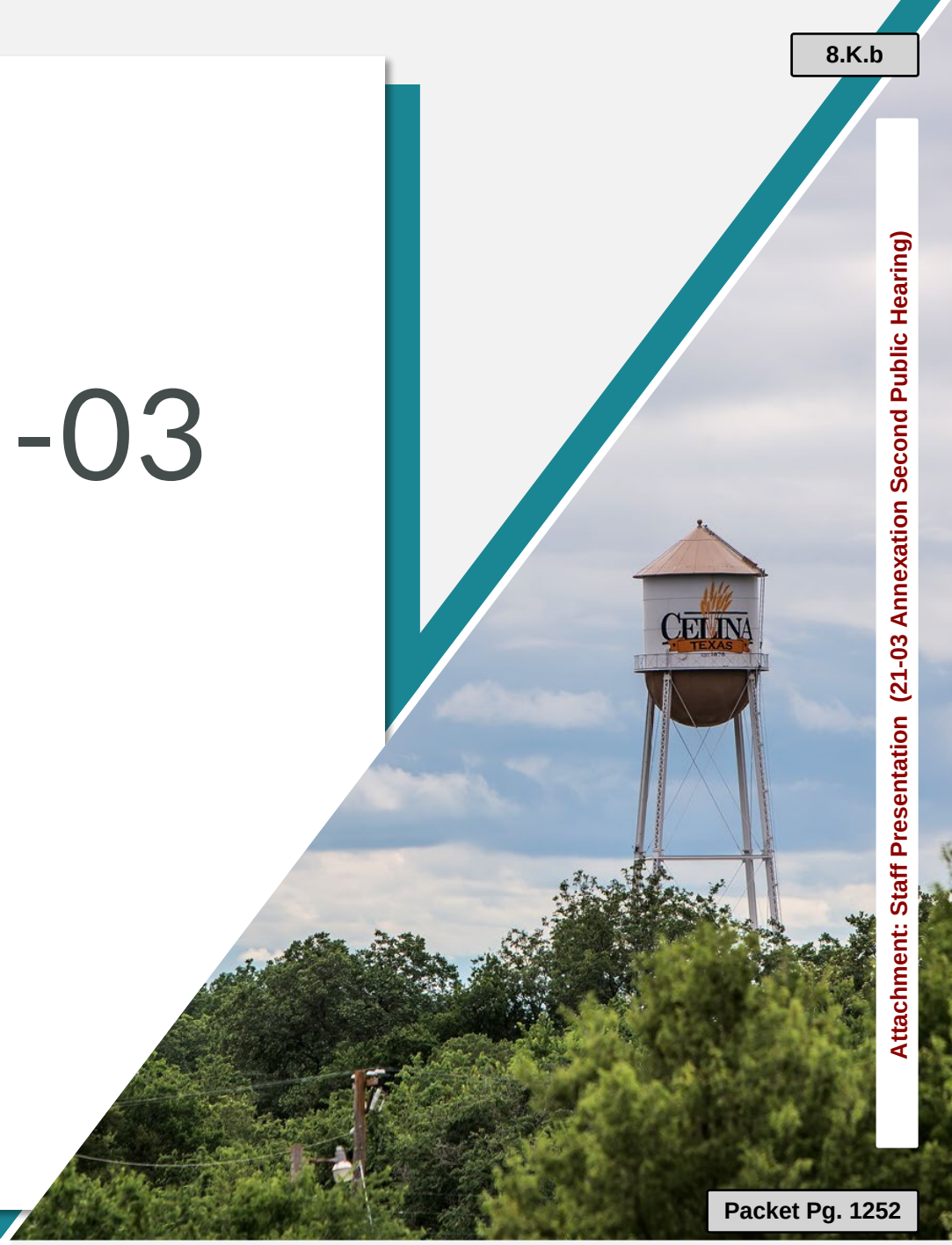
LEGAL DESCRIPTION OF AREA

12. Collin CAD Property ID 2674385 (Equity Trust Company DBA Sterling Trust Custodian FBO James L LaBorde),
13. Collin CAD Property ID 2707587 (McCauley, Jeffrey David & Mary Jo),
14. Denton CAD Property ID 173394 (Fonseca, Maria Rocio),
15. Denton CAD Property ID 52870 (18 Farm on Smiley Rd LTD), and
16. Denton CAD Property ID 173398 (Sadeghian, Khosrow TRTS of Kamy Real Property Trust).

Attachment: Staff Presentation (21-03 Annexation Second Public Hearing)

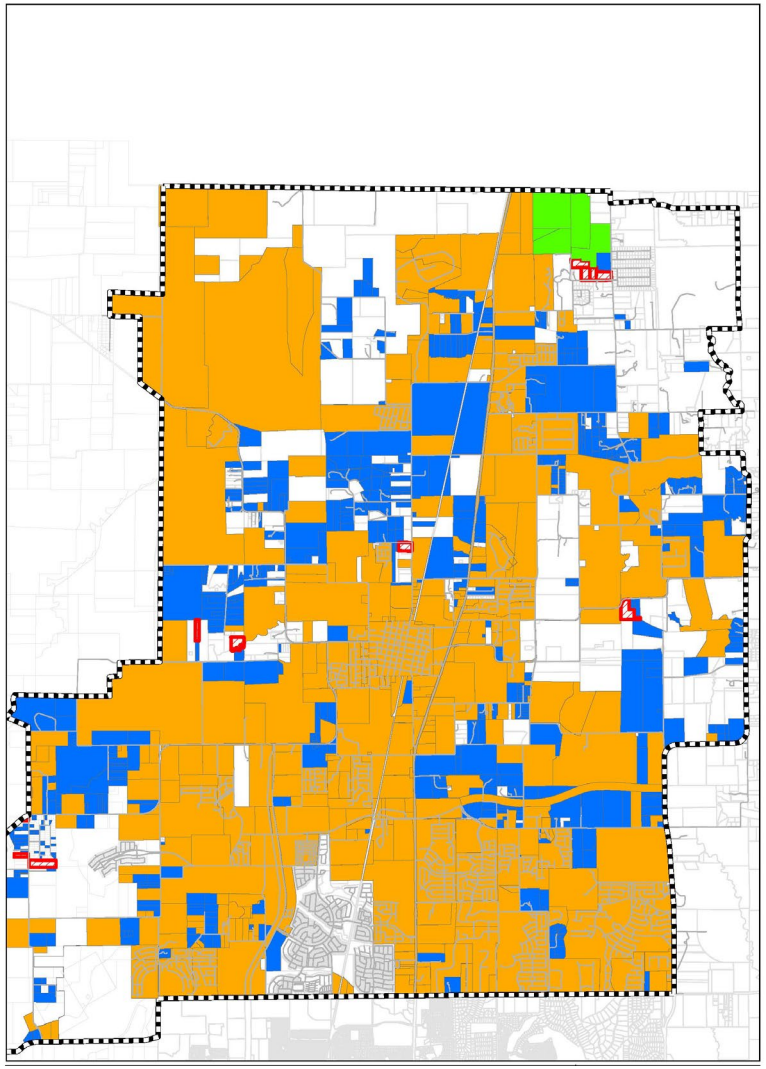
ANNEXATION 21-03

City Council
May 10, 2022



Attachment: Staff Presentation (21-03 Annexation Second Public Hearing)

ANNEXATION MAP



Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

Attachment: Staff Presentation (21-03 Annexation Second Public Hearing)

FAST FACTS

- No person has been annexed since 2017 State law changes (just commercial or empty land)
- City's preference is to defer annexation for as long as possible (over 700 agreements)
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values

Attachment: Staff Presentation (21-03 Annexation Second Public Hearing)

POLICY POINTS

- City taxpayers subsidize services and infrastructure to county residents in the ETJ
- Ensures more orderly growth
- Places more infrastructure burden on the development community
- Critical to the health of the long-range tax base (and rate)

Attachment: Staff Presentation (21-03 Annexation Second Public Hearing)

ANNEXATION TIMELINE

- ~~October 12, 2021 – Annexation Resolution~~
- ~~November 9, 2021 – 1st Public Hearing~~
- ~~April 12, 2022 – Petition Verification~~
- May 10, 2022 – 2nd Public Hearing
- June 14, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (21-03 Annexation Second Public Hearing)

RECOMMENDATION

Staff recommends approval.

Attachment: Staff Presentation (21-03 Annexation Second Public Hearing)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Jason Laumer, City Manager
Date: May 10, 2022
Re: Moore Farm - Rezoning

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

Applicant:
Seitz Group Inc.
1110 Cowan Road
Celina, TX 75009

Background Information:
This item is for the rezoning of approximately 59 acres to Commercial, Office, & Retail District (C) and Multi-Family, Urban Edge District (MF-2) zoning. Please refer to the attached documents for further information

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

PUNK CARTER PKWY
DARTMOOR DR
LAWNDALE ST
QUARTER HORSE LN
ARABIAN LN
MUSTANG TRL
AZURE LN
SADDLEBRED TRL
ANDALUSIAN TRL
PALOMINO LN
MORGAN DR
IVYWOOD PL
MUSTANG CT
PADDOCK LN
VIOLET WAY
HICKORY LN
WINCHESTER DR
TRIXIE CT
LIPIZZAN LN
CANARY WAY
E OWNSBY PKWY
W OWNSBY PKWY
S PRESTON RD
HERITAGE TRL
JOHN CAMPBELL TRL
WINDMILL CT
DOVE CREEK ST
HARVEST GLEN
PRESTON HILLS CIR

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Moore Farm Location Map
City of Celina

3/29/2022

N W E S

0 345 690 Feet

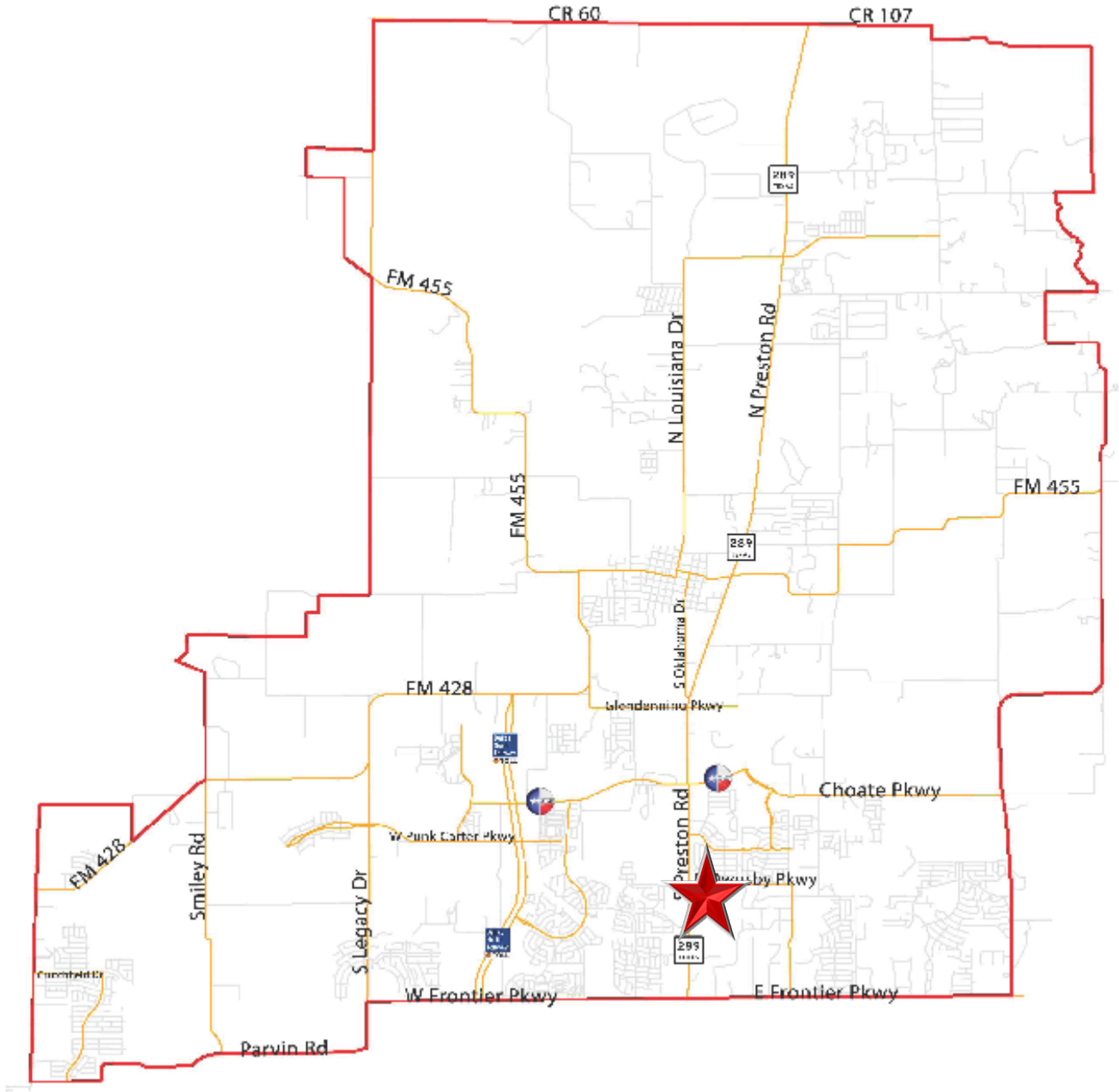
Attachment: Location Map (Moore Farm - Rezoning)

MOORE FARM

Rezoning

City Council
May 10, 2022

Attachment: Staff Presentation (Moore Farm - Rezoning)



Attachment: Staff Presentation (Moore Farm - Rezoning)

LOCATION MAP

The subject property is generally located south of Ownsby Parkway and approximately 515 feet east of Preston Road.

Attachment: Staff Presentation (Moore Farm - Rezoning)

BACKGROUND

- The subject property is approximately 56 acres
- The subject property was annexed into City Limits in 2010 and was zoned Agriculture District (AG)
- The applicant is proposing a base zoning of Commercial, Office, & Retail District (C) and Multi-Family, Urban Edge District (MF-2)

Attachment: Staff Presentation (Moore Farm - Rezoning)

P&Z PUBLIC HEARING

- A Carter Ranch resident voiced opposition to the multi-family element of the proposed rezoning (drainage, water pressure, noise, lighting, traffic)
- Corbett Howard addressed the Commission and provided background on the Preston Road corridor, the Comprehensive Plan, and the EDC's past efforts
- Another citizen asked if the single-family zoning between the subject property and the estate residential neighborhood to the east could be used for multi-family (*no*)
- Staff also received a few emails voicing concerns with development along Preston Road

Attachment: Staff Presentation (Moore Farm - Rezoning)

POLICY CONSIDERATIONS

- The Ownsby Parkway and Preston Road intersection is large enough to accommodate larger scale development, being two 6-lane arterials
- It is not uncommon for larger scale development to have mixed use elements as part of their pro-forma
- The proposed zoning request is in conformance with the Future Land Use Plan, Preston Road Overlay district, and Master Thoroughfare Plan
- Approximately 300' of single-family zoning exists between the subject property and the estate residential to the east
- All design standards (lighting, drainage, paving, landscaping, signage, architecture, parking, utilities, etc.) apply at time of permitting

Attachment: Staff Presentation (Moore Farm - Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its April 19th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Moore Farm - Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
MOORE FARM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 59 ACRES LOCATED IN THE LINDSEY LEWIS SURVEY, ABSTRACT NO. 532, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF OWNSBY PARKWAY AND APPROXIMATELY 500 FEET EAST OF PRESTON ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE REZONED FROM AGRICULTURAL DISTRICT (AG), TO COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) AND MULTI-FAMILY, URBAN EDGE DISTRICT (MF-2); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

Attachment: Draft Ordinance (Moore Farm - Rezoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as Commercial, Office, & Retail District (C) and Multi-Family, Urban Edge District (MF-2), which exhibits are incorporated as if fully set forth herein.

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein as Commercial, Office, & Retail District (C) and Multi-Family, Urban Edge District (MF-2) base zoning.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

Attachment: Draft Ordinance (Moore Farm - Rezoning)

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

Attachment: Draft Ordinance (Moore Farm - Rezoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of May 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

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

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Moore Farm - Rezoning)

Exhibit A
Legal Description

Retail Tract Legal Description

BEING a tract of land situated in the Lindsey Lewis Survey, Abstract No. 532, City of Celina, Collin County, Texas, and being a portion of those tracts of land described in a Distribution Deed to Jack Moore, Jr., as recorded in Volume 5355, Page 4055 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of a called 5.7904-acre tract of land, described in a deed to Celina Plaza, LLC, as recorded in Instrument No. 20170926001287970 of the Official Public Records of Collin County, Texas, same being on a northerly line of a called 76.69-acre tract of land, described in a dee to Roberta Kathleen Webster, as recorded in Volume 5419, Page 2466 of the Official Public Records of Collin County, Texas;

THENCE North 00°32'04" West, along the easterly line of said 5.7904-acre tract, a distance of 599.31 feet to the northeast corner of said 5.7904-acre tract, same being the southeast corner of a called 2.112-acre tract of land, described in a deed to Emerald Center, LLC, as recorded in Instrument No. 20180315000318440 of the Official Public Records of Collin County, Texas;

THENCE North 00°09'34" West, along the easterly line of said 2.112-acre tract, a distance of 837.55 feet to the northeast corner of said 2.112-acre tract, same being on the southerly line of Tract 2 as described in a deed to El-Zind Property Inc., recorded in Instrument No. 20090327000357100 of the Official Public Records of Collin County, Texas, same also being in the center of an asphalt road, known as E. Ownsby Parkway (C. R. 83), a 60’ wide easement to the County of Collin, as recorded in Volume 4542, Page 1669 and Volume 4541, Page 1695 of the Land Records of Collin County, Texas;

THENCE North 89°18'32" East, along the northerly line of Jack Moore, Jr., tract and the centerline of said E. Ownsby Parkway (C. R. 83), along the southerly line of said The Carter Ranch-Phase VB, a distance of 754.70 feet to a point corner;

THENCE South 00°00'07" West, departing the centerline of said E. Ownsby Parkway (C. R. 83), crossing said Jack Moore, Jr., tract a distance of 1,439.83 feet to a point for corner;

THENCE South 89°28'13" West, along a northerly line of said 76.69-acre tract, a distance of 505.35 feet to a point for corner;

THENCE South 89°39'30" West, continuing along a northerly line of said 76.69-acre tract, a distance of 241.35 feet to the **POINT OF BEGINNING** and containing 24.829 acres of land, more or less.

Attachment: Draft Ordinance (Moore Farm - Rezoning)

Multi-Family Tract Legal Description

BEING a tract of land situated in the Lindsey Lewis Survey, Abstract No. 532, City of Celina, Collin County, Texas, and being a portion of those tracts of land described in a Distribution Deed to Jack Moore, Jr., as recorded in Volume 5355, Page 4055 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of a called 5.7904-acre tract of land, described in a deed to Celina Plaza, LLC, as recorded in Instrument No. 20170926001287970 of the Official Public Records of Collin County, Texas, same being on a northerly line of a called 76.69-acre tract of land, described in a dee to Roberta Kathleen Webster, as recorded in Volume 5419, Page 2466 of the Official Public Records of Collin County, Texas;

THENCE North 89°39'30" East, along a northerly line of said 76.69-acre tract, a distance of 241.35 feet to a corner;

THENCE North 89°28'13" East, continuing along a northerly line of said 76.69-acre tract, a distance of 505.35 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE North 00°00'07" East, departing the northerly line of said 76.69-acre tract and crossing said Jack Moore, Jr., tract, a distance of 1,439.83 feet to a point for corner on the southerly line of The Carter Ranch-Phase VB, an addition to the City of Celina, Texas, according to the Final Plat, Recorded in Volume 2014, Page 324 of the Plat Records of Collin County, Texas, same also being in the center of an asphalt road, known as E. Ownsby Parkway (C. R. 83), a 60’ wide easement to the County of Collin, as recorded in Volume 4542, Page 1669 and Volume 4541, Page 1695 of the Land Records of Collin County, Texas;

THENCE North 89°18'32" East, along the southerly line of said The Carter Ranch-Phase VB, and the centerline of said E. Ownsby Parkway (C. R. 83), passing the southeast corner of said The Carter Ranch-Phase VB and the southwest corner of The Carter Ranch-Phase III, an addition to the City of Celina, Texas, according to the Final Plat, Recorded in Volume 2006, Page 461 of the Plat Records of Collin County, Texas, continuing along the southerly line of said The Carter Ranch-Phase III, a total distance of 1,063.38 feet to the northerly, northwest corner of aforesaid 76.69-acre Webster tract;;

THENCE South 02°51'15" West, departing the centerline of said E. Ownsby Parkway (C. R. 83), and along a westerly line of said 76.69-acre tract, a distance of 1,445.28 feet to a point for corner;

THENCE South 89°28'13" West, along a northerly line of said 76.69-acre tract, a distance of 991.43 feet to the **POINT OF BEGINNING** and containing 33.99 acres of land, more or less.

Attachment: Draft Ordinance (Moore Farm - Rezoning)

Exhibit B
Depiction of Property

Attachment: Draft Ordinance (Moore Farm - Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	May 10, 2022
Re:	Mosaic - PID Levy Ordinance

Action Requested:
Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Mosaic Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll; making a finding of special benefit to property within the Mosaic Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Mosaic – PID Levy Ordinance) (Pollard)

Background:
The public hearing for this item will be opened and closed, and the item will be heard at a later date.

Staff Recommendation:
Staff recommends approval.

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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: May 10, 2022
Re: Parvin Road Design Services

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

Background Information:
Design services for Parvin Road include pavement design, geotechnical report, approximately 16,400 feet of asphalt improvements, and 2,400 feet of new asphalt to the end of the Mosaic Development (phase 1) The agreement including the fee schedule and timeline are attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:
Council may reject the authorization and direct staff.

Financial Considerations:
Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Work Order

Life Connected.

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	CobbFendley		
Consultant Project #:			
Project Name:	Parvin Road – Asphalt Improvements		
Purchase Order#		**Project #(s)**	R22

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Attached as Exhibit A**
2. **Compensation:** **$110,813 – Attached as Exhibit A**
3. **Timeline:** **TBD**

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
Signature	Signature
Sean Terry, Mayor	Mark Lorance, Sr. VP | Region Manager
Date	Date

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

Exhibit A

AUTHORIZATION FOR PROFESSIONAL SERVICES

April 28, 2022

Andy Glasgow, P.E., CFM
Director of Engineering
City of Celina
142 N. Ohio Street
Celina, Texas 75009

Re: Parvin Road Asphalt Improvements
(Revision 1)

Dear Andy:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering design services for the referenced project. CobbFendley's services are to be performed for the sole benefit of the City of Celina, Texas ("Client"), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley ("Engineer") with respect to this project.

CobbFendley will provide the City of Celina (hereinafter called "City") engineering design for improving the existing Parvin Road gravel roadway with asphalt from Yorkdale Street to Legacy Drive (16,400 ft) and placing asphalt from the existing Parvin Road (approx. 3,200 ft west of Legacy Drive) northeastward to end of the Mosaic Development Phase 1 extension of Frontier Parkway (2,400 ft).

Project includes:

- 16,400 ft street pavement replacement with asphalt to match existing width (approx. 20' to 24' wide)
- 2,400 ft new asphalt pavement & alignment from Parvin Road (approx. 3,200 ft west of Legacy Drive) northeastward to end of the Mosaic Development Phase 1 extension of Frontier Parkway (Drainage analysis not included)
- Minor regrading adjacent to pavement
- Geotechnical Investigation and pavement design

I. BASIC SERVICES

A. Conceptual Engineering (30%)

1. Conduct a project kick-off meeting with the City staff.

2. Perform detailed site Investigation with design team and City staff.

3. Obtain record drawings, studies, and planning documents from the City that may have an impact on the project. Incorporate this data into the planning and design of the project.

4. CobbFendley shall prepare the concept engineering plans including horizontal layouts and typical sections for the paving improvements. Generally, plan sheets shall be organized as follows:

COBB FENDLEY: _____ CLIENT: _____

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

a. Cover Sheet
b. General Notes
c. Quantity Summary
d. Project Layout
e. Typical Section
f. Paving Plan Sheets (Plan View Only)

5. Provide the City with a pdf file of the concept plans for review and approval. Meet with the City to review the design.

B. Pre-Final Engineering (90%)

Upon approval of conceptual engineering plans, CobbFendley will prepare preliminary construction plans as follows:

1. Prepare preliminary project plan showing limits of pavement, horizontal curve information, and pertinent calculations. Plan view only, no profiles will be provided.

2. Known existing utilities will be shown on the roadway plan sheets based on previously collected data.

3. CobbFendley shall deliver a pdf file of the preliminary construction plans to the City for review. Generally, plan sheets shall be organized as follows:

a. Cover Sheet
b. General Notes
c. Quantity Summary
d. Project Layout
e. Typical Section
f. Paving Plan Sheets (Plan View Only)
g. Erosion Control Narrative
h. Erosion Control
i. Paving Details

4. CobbFendley shall submit a preliminary estimate of probable construction cost.

5. The project contract documents (front end), general conditions, and special conditions will be provided by the City. Project Specifications will be prepared in accordance with the North Central Texas Council of Governments Standard Specifications for Public Works Construction, latest edition. Any required specifications not included in the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be prepared separately and included in the bid documents.

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

6. CobbFendley will prepare the bid proposal forms (Project quantities) of the improvements to be constructed and included in the contract documents.

7. CobbFendley shall meet with the City to discuss review comments for preliminary submittal to address review comments and to take action on items to produce the final construction documents.

C. Final Engineering

Following approval of the pre-final plans, CobbFendley shall prepare final plans with the following additional tasks:

1. Address all City comments and finalize all engineering drawings.

2. CobbFendley will finalize the bid proposal forms (Project quantities) of the improvements to be constructed, showing any alternate bid items and summary sheets.

3. CobbFendley will finalize the contract documents and technical specifications.

4. CobbFendley shall submit a final estimate of probable construction cost.

5. CobbFendley shall deliver a pdf file of the construction and bid proposals marked "Preliminary" for approval by the City.

6. Upon final approval, CobbFendley will provide two half size (11”x17”), two full size (22” x 34”), stamped ”Bid Documents”, and pdf files of the plans and specifications.

D. Bidding Phase

1. The City will prepare the Notice to Bidders and provide to CobbFendley for use. The City will publish the appropriate legal notice and be responsible for the cost for such publications.

2. Prepare and distribute plans electronically via CivCast and / or the City’s website.

3. Assist the City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.

4. Attend Pre-bid Meeting.

5. CobbFendley will assist the City in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contract(s) or

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

6. other actions as appropriate to be taken by the City.

E. Construction Phase

Upon completion of the bid phase services, CobbFendley will proceed with the performance of construction phase services as described below. CobbFendley will endeavor to protect the City in providing these services however; it is understood that CobbFendley does not guarantee the Contractor's performance, nor is CobbFendley responsible for supervision of the Contractor's operation and employees. CobbFendley shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. CobbFendley shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Furnish PDF files of the construction plans, one unbound set of original contract documents and specifications, and three half size (11”x17”), three full size (22” x 34”) full size conformed copies of the drawings for construction.

2. Assist the City in conducting a pre-construction conference with the Contractor and review the construction schedule prepared by the Contractor pursuant to the requirements of the construction contract.

3. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the Project.

4. Based on CobbFendley's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that CobbFendley recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.

5. Attend eight monthly progress meetings with City staff and the contractor to review the progress of the project. The monthly progress meetings will coincide with visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort CobbFendley will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the City. Visits to the site in excess of the specified number are an Additional Service.

6. Conduct, in company with the City’s representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips is an Additional Service.

7. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two sets of prints of "Record Drawings" and a PDF and Cadd files shall be provided by CobbFendley to the City.

II. SPECIAL SERVICES

A. Geotechnical Investigation and Pavement Design

1. The objective of this geotechnical investigation will be to obtain subsurface data and to develop recommendations for the proposed construction. All services provided will be performed in accordance with and limited to those generally accepted engineering standards prevailing at the time and in the area that the work is performed.

2. Field Services

   a. A total of eight (8) borings be advanced along Parvin Road alignment to depths of about 10 feet or to the top of bedrock, whichever is shallower. The borings will be drilled and sampled using a truck-mounted drilling rig. Conventional tube or split-barrel (standard penetration test) samples will be collected as appropriate for the soils encountered. Bedrock strata if encountered will be tested in-place using the Texas Cone Penetration Test. The recovered subsurface samples will be preserved and labeled as to the appropriate boring number and depth in the field. These materials will later be described in further detail in the laboratory by a staff geologist or engineer. Groundwater, if observed, will be recorded during and at the completion of drilling. After final groundwater observations, the borings will be backfilled with the excavated cuttings.

   b. 1 day of traffic control is anticipated if necessary for this project.

3. Laboratory Services

   a. Selected laboratory testing of the recovered samples will be performed to evaluate soil index, volume change and strength properties of the subsurface materials, and to provide data for analysis. These tests may include but may not be limited to the following:

      i. Moisture content
      ii. Atterberg limits
      iii. Percent passing No. 200 mesh sieve
      iv. Soluble Sulfate Testing

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

Recovered samples will be retained for 30 days after submission of the geotechnical report unless other arrangements are made by the client.

4. Engineering Analysis and Report

   a. Data obtained from the field investigation, laboratory tests and past experience will be used in the engineering analysis and development of recommendations. Information to be provided is as follows:

      i. A plan sheet indicating the approximate location of each boring
      ii. A log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information
      iii. A discussion of subsurface soil and groundwater conditions
      iv. A brief discussion of the site geology
      v. Estimates of soil movement related to settlement and expansive soils
      vi. Outline of the engineering properties of the natural soils present, and any existing fill, if encountered
      vii. Pavement and pavement subgrade recommendations
      viii. Earthwork recommendations, including material type(s), compaction, and backfill requirements
      ix. Electronic copy of the report

III. CITY RESPONSIBILITIES

A. The City will provide the following information in a timely manner so as not to delay the services of CobbFendley:

   1. The City will provide any available design plans, surveys, property information, CADD files or any other pertinent information.

   2. The City shall attend review meetings and make final decisions on design issues such that questionable matters may be resolved and the Project progress as scheduled.

   3. The City shall provide CobbFendley access to the site (i.e. landowner permission, right(s) of entry, permits, easements or other access authorization required to perform proposed services) and allow interviews with personnel that have a working knowledge of the facilities within the Project area. The City shall make available personnel to assist in the locating of water and wastewater lines, which cannot be identified by other means.

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IV. ADDITIONAL SERVICES

A. The following services are not included in this proposal. They can be added as additional services or provided by the City as necessary:

1. Any other service not specifically included within the description of Basic Services, Special Services, or Other Services as described above.

2. Any permitting, testing, studies, design, or redesign effort required to bring the plans and specifications and the project into compliance with any local, state, or federal regulations, processes, or procedures that are put into effect after the execution date of this contract.

3. Consulting services by others not included in proposal.

4. Design of improvements outside the project limits / off-site.

5. Redesign or additional surveying for the Client's convenience or due to changed conditions after the execution date of this contract.

6. Redesign or additional surveying for the Client's convenience after client has approved proposed alternates and / or approved progress on the design.

7. Alternate additions not included in the original scope.

8. Evaluation of design / alignment alternatives beyond what is defined in the scope.

9. Preparing exhibits and / or intermediate submittals beyond what is defined in the scope.

10. Coordination with franchise utilities.

11. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).

12. Preparation of construction sequencing / phasing plans.

13. Preparation of Traffic Control Plans (TCP).

14. Franchise utility relocation coordination or design.

15. Traffic engineering reports or studies of any kind.

16. Traffic counts

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

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TBPE Firm Registration No. 274 | TBPLS Registration No. 100467

17. Traffic signal design

18. Coordination with agencies (TCEQ, FEMA, USACE, EPA, TDLR, TxDOT, Etc…) regarding the project or proposed construction

19. Permitting (TMDL, TDLR, NPDES, TCEQ, TWDB, FEMA, USACE, EPA, TDLR, TxDOT, ETC…)

20. Environmental testing, assessments, or reports of any kind including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

21. Topographic surveys.

22. Right-of-Way determination / map.

23. The resolution of any boundary conflicts observed during the course of the survey.

24. Performing a title search or complete abstracting of any properties or easements.

25. Preparation of Right-of-Way or easement documents required for acquisition except as noted above.

26. The location of utilities by SUE services or any means other than described above.

27. Easement / Right-of-Way acquisition

28. Construction verification survey

29. Re-bidding project for any reason.

30. Preparation of additional packages or bidding project in more packages than as indicated in scope.

31. Fees for permits and / or bid advertising.

32. Construction staking / ROW staking services.

33. The Client will be responsible for providing construction inspection on the project. CobbFendley will only provide general project representation based on the number of site visits provided in this proposal.

34. Construction observation services / daily inspection.

35. Quality control and testing services during construction

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

COBB FENDLEY: _____ CLIENT: _____

36. Construction materials testing.

37. SWPPP NOI.

38. Preparation of As-Built drawings requiring construction verification survey.

39. Warranty assistance.

V. COMPENSATION

A. Compensation to CobbFendley for the Basic Services, Special Services, and project expenses in the Scope of Services shall be the lump sum of as shown below. If CobbFendley sees the Scope of Services changing so that Additional Services are needed, CobbFendley will notify OWNER for OWNER's approval before proceeding.

B. Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation, and subsistence away from Dallas and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

DESIGN SERVICES	
PRELIMINARY ENGINEERING	$18,000
PRE-FINAL ENGINEERING	$30,000
FINAL ENGINEERING	$20,000
BID PHASE	$10,100
CONSTRUCTION PHASE	$21,500
DESIGN SERVICES SUB-TOTAL	$99,600
SPECIAL SERVICES	
Geotechnical Investigation	$11,213
SPECIAL SERVICES SUB-TOTAL	$11,213
PROJECT TOTAL (Max. Fee)	**$110,813**

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TBPE Firm Registration No. 274 | TBPLS Registration No. 100467

Authorization for Professional Services
City of Celina, Texas
Asphalt Paving Improvements
For Parvin Road

VI. AUTHORITY TO SIGN

A. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

B. This Agreement, and the included General Terms and Conditions, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

C. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CONSULTANT:	CLIENT:
COBB, FENDLEY & ASSOCIATES, INC.	CITY OF CELINA, TEXAS
By: _____	By: _____
Mark Lorance, P.E. Sr. Vice President | Region Manager	Name: _____ Title: _____
Date: _____	Date:_____

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

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TBPE Firm Registration No. 274 | TBPLS Registration No. 100467

VII. GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. REIMBURSABLE EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

COBB FENDLEY: _____ CLIENT: _____

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction contract.

11. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable within ten (10) business days of receipt. Unless noted otherwise, tasks stated in the Scope of Services will be invoiced on a lump sum basis.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within ten (10) business days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project completion and reimbursable expenses incurred will be due and payable upon receipt of invoice at the end of each month.

COBB FENDLEY: _____ CLIENT: _____

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX

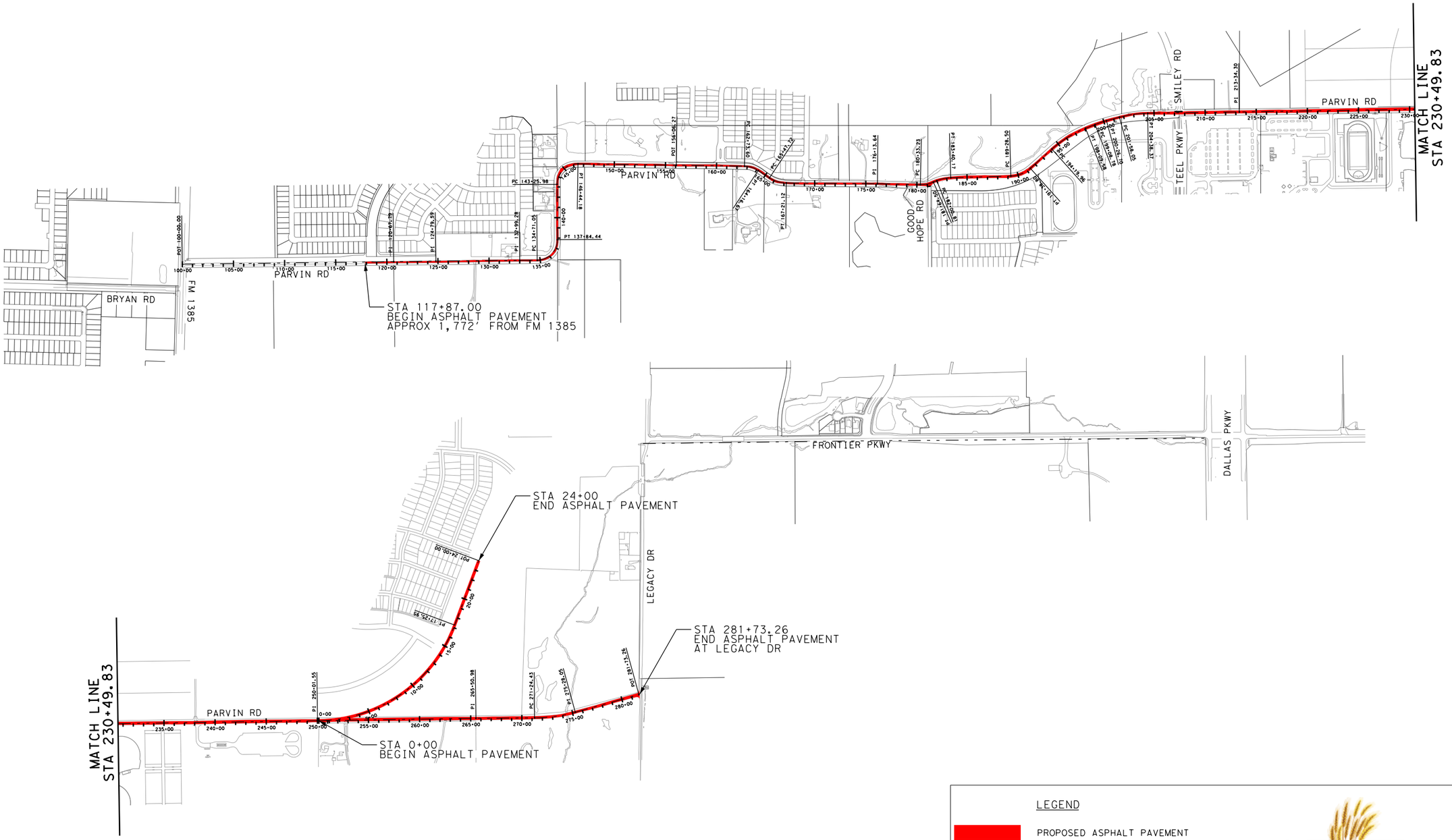
To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

COBB FENDLEY: _____ CLIENT: _____



LEGEND

PROPOSED ASPHALT PAVEMENT

CobbFendley
TBPE Firm Registration No. 274
TBPLS Firm Registration No. 100467
6801 Gaylord Parkway, Suite 302
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfendley.com

N W E S

500 250 0 500 1

SCALE : 1" = 1000'

Attachment: Parvin Road Asphalt Proposal 20220428_Rev (Parvin Rd Asphalt Improvements (Yorkdale to Legacy))

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: May 10, 2022
Re: Downtown Drainage & Street Improvements

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

Background Information:
Services include reconstruction design for Colorado Dr (Ash to Cedar) and Arizona Dr (Ash to the Southern Channel crossing). The improvements will include roadway paving, drainage, water and sewer. The agreement including the fee schedule and timeline are attached.

The timeline is 718 days including construction.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:
Council may reject the authorization and direct staff.

Financial Considerations:
Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Work Order

EXHIBIT "A"
SCOPE OF SERVICES

TO BE PROVIDED BY HALFF ASSOCIATES, INC.
TO
CITY OF CELINA
FOR
DOWNTOWN STREET AND DRAINAGE IMPROVEMENTS

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

A. PROJECT DESCRIPTION

This scope of services consists of professional design services whereas the CITY proposes to reconstruct two (2) residential streets:

S Colorado Drive – W Ash St to W Cedar St (650 LF)
S Arizona Dr – W Ash St to southern channel crossing (600 LF)

Anticipated improvements include **roadway paving, drainage, water, and sanitary sewer related items**. Services by the CONSULTANT shall include all aspects of the work set forth in the following scope of services.

The general parameters for design of the improvements shall include the following:

1. Reconstruct S Colorado Drive and S Arizona Drive using a curb and gutter concrete paving section as approved by the CITY including addition of sidewalk and reconstruction of driveway approaches to the ROW line and beyond as necessary for profile grade restrictions.
2. Construct storm sewer system to carry the CITY design storm runoff and outfall to existing box culvert. This includes replacing the open channel running between S Colorado Drive and S Arizona Drive with closed storm sewer system.
3. Replace existing sanitary sewer lines along S Colorado Drive and S Arizona Drive. This includes the sanitary sewer line running along the channel between these two streets.
4. Replace existing water line along S Arizona Drive and along the channel running between S Arizona Drive and S Colorado Drive. No water line replacement is proposed for S Colorado drive.

The CONSULTANT shall perform the necessary engineering and related technical services for the Design and Construction Phase Services, including necessary Additional Services for development of this Project according to the following sections of this Contract. CONSULTANT shall use the subcontractors listed in Exhibit "D" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim.

B. TASK DESCRIPTIONS – SCOPE OF SERVICES

I. General Requirements

A. General Knowledge and Design Requirements – The CONSULTANT shall have a working knowledge of all applicable design requirements, codes, master plans, and regulations which govern the scope of work and services included herein. Specific design requirements shall be obtained from the City of Celina Engineering Standards Manual. The CONSULTANT will establish and summarize all project design criteria, including any proposed variances, and submit to CITY for review prior to beginning design work. All design work will be prepared in CAD, with electronic files in DGN/DWG format submitted to the CITY upon final record drawings. The CITY may request CAD files at any time through the duration of the contract. **The CONSULTANT shall be responsible for ensuring that design services provided meet all local, state, and federal requirements.**

B. General Plan Requirements – Scale of construction plans is to be: 1"=20' Horizontal; 1"=4' Vertical on 22" x 34" page size or as approved by the CITY. Accurate and clear plans shall be provided for the purpose of accurate bids, efficient construction, and good permanent records. The consistent use of uniform drafting guidelines will increase the efficiency in which the plans are reviewed by the contractors prior to bidding and improve their understanding of the contract's intent. It is highly recommended that designers and technicians use uniform drafting styles. The intent is to produce consistent, accurate, and legible sets of plans. Do not clutter the plans with unnecessary information.

C. Accessible Routes – All designated pedestrian routes within public right-of-way, including sidewalks and barrier free ramps, shall comply with current CITY, state, and federal requirements. Any existing pedestrian routes within the limits of the project which do not meet current requirements shall be improved as part of this scope of work, unless directed otherwise by the CITY.

D. Third-Party Coordination – Coordinate with other governmental agencies, franchise utilities, adjacent developments, and individual property owners as necessary, TDLR (Texas Department of Licensing and Regulation), Collin County Engineering, and any other appropriate entities.

E. Administrative and Coordination Tasks – The CONSULTNAT shall perform all necessary coordination and administrative tasks including, but not limited to, required coordination with subcontractors listed in Exhibit "D", preparing and submitting monthly invoices to the CITY, preparing and updating the overall project schedule, attending required meetings, and other miscellaneous administrative and/or coordination tasks required by the CITY unless specifically listed under "Exclusions" in the Scope of Services herein.

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

II. Preliminary Engineering

A. Data Collection – Obtain and research all existing city utility plans, street plans, drainage plans, plats, easement maps, existing easement information, contour maps, and other features within and pertaining to the Project area. The CONSULTANT will also coordinate with franchise utilities in the area and obtain any available record information. Existing Project conditions shall also be documented using digital photography and/or video. Perform site visit(s) to obtain necessary information/confirm information obtained from other sources.

B. Preliminary Engineering Design – Utilizing the information obtained from data collection (Section II.A) and the field survey (Section V.A), the CONSULTANT will prepare preliminary engineering plans with the first milestone submittal at sixty percent (60%) design completion. The preliminary engineering design phase will include the following:

i. *60% Design Submittal Minimum Requirements*

- General Plans – Prepare and update general plan sheets necessary including cover, general notes, sheet index, control sheet, project layout, and typical sections.

- Removal Plans – Prepare plan sheets depicting any and all removals of existing public and private infrastructure specifying any necessary replacements and/or relocations. Include all existing utility mapping obtained in SUE effort (Section V. D) and label appurtenances to remain, adjust and/or protect. Include all tree survey data (6" DBA and up) and indicate preservation or removal

- Plan & Profile Drawings – Establish and/or refine horizontal and vertical alignments along proposed paving limits, drainage/storm lines. Provide separate alignment geometry data sheets. Determine any conflicts with private property including fences, mailboxes, driveways, sidewalks, landscaping, etc., and provide preliminary replacement or alternate design options if required. Present any potential alternatives, which may provide cost savings to the CITY.

- Drainage Analysis – Delineate and refine all drainage areas for the Project including tabulation of runoff, inlet, and ponded width calculations in accordance with CITY requirements. Provide trunk main plan sheets including all necessary intake inlets and/or headwalls, and channel limits.

- Public Utility Plans – Prepare plan sheets indicating locations of proposed public water and sanitary sewer lines within the project limits. Show connections to existing public utilities and indicate any potential conflicts. All proposed utility lines will be stationed and include design of horizontal alignment. Sanitary sewer plans will

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

include design of vertical alignment for main lines. Water plans will only include design of vertical alignments for water lines 12" and greater in size, with no profiles included for water lines of smaller size. Water and sanitary sewer connection laterals will not include vertical design.

- Construction Details – Provide City standard detail sheets applicable to the construction of the Project. Special details that are not included as a standard by the CITY shall be included in the plans.

- Cross Sections – Develop cross sections for roadways and driveways (as needed) with existing ROW lines, cross slopes, elevations, profile grade line, stations, ditch lines, retaining walls, etc. properly labeled. Submit roadway cross section sheets at 50' maximum intervals and at critical locations (driveways, culverts, non-typical roadside features, etc.)

- Traffic Control – Prepare preliminary advance warning sign layout, work zone delineation devices, construction sequencing and/or access plan for City review.

- Opinion of Probable Construction Cost – Prepare an updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format. The CITY may request additional justification for significant cost differences from previously provided OPCC's.

- Deliverables – Plan Set is anticipated to include the following drawings and specifications:
  - Cover Sheet
  - Sheet Index
  - Project Layout and Control Sheet
  - Typical Sections
  - Removal Plan
  - Paving Plan and Profile Sheets
  - Drainage Area Map
  - Drainage Calculation Summary Tables, excluding Hydraulics
  - Drainage Plan and Profile Sheets
  - Sanitary Sewer Plan and Profile Sheets
  - Water Line Plan
  - Standard and Special Details
  - Traffic Control & Access Concepts
  - Cross Section Sheets

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

C. Preliminary Engineering Submittals – Plan submittal will occur at sixty percent (60%) completion stage. CONSULTANT will provide a copy of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.

D. Review Comments – CITY will consolidate their submittal review comments for each milestone deliverable and provide them to CONSULTANT. The CONSULTANT will incorporate the City's comments into the subsequent milestone submittal and provide a tabulated list of responses and/or resolutions to each comment provided. A written response and CITY acknowledgement is required for any written response of disagreement.

E. Existing Drainage Review – Additional analysis of existing drainage systems and conditions beyond what is considered typical for the design of residential street reconstruction is necessary for this project. Field observations as well as a precursory review of the design of recent drainage improvements in the area suggests that the hydraulic grade line (HGL) for the system intended to receive drainage from this project may be higher than indicated. The residential lots within the project limits have a finish floor elevation lower than the existing roadway. Since the existing ditches on this project are proposed to be replaced with a closed conduit system, additional effort is needed to establish the existing drainage HGL and design a closed conduit system that minimizes the risk of surcharge.

III. Final Engineering

A. Final Engineering Design – Incorporating comments from the CITY, franchise utilities, and other interested parties, prepare final engineering plans and specifications with submittals at ninety percent (90%) and one-hundred percent (100%) completion. The final engineering design phase will include the following:

i. *Design Submittal Minimum Requirements (90% and 100%)*

- Previous Drawings – Revise and complete previously prepared drawings.
- Traffic Control – Refine traffic control design and prepare final construction sequencing, traffic control and access plans.
- Signing & Pavement Marking – Prepare permanent signing and pavement marking plan in accordance with City requirements and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Erosion Control Plans – Prepare erosion control plans (including post-construction erosion controls such as sod) to comply with CITY and any federal, state, or local requirements. This includes site specific data for a separate, Post Construction Water Quality

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

Protection Plan that may be prepared and managed by the CONTRACTOR as required by CITY.

- Opinion of Probable Construction Cost – Prepare an updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format. The CITY may request additional justification for significant cost differences from previously provided OPCC's.

- Deliverables – Plan Set is anticipated to include the following drawings and specifications:
  - Cover Sheet
  - Sheet Index
  - Project Layout and Control Sheet
  - Typical Sections
  - Removal Plan
  - Traffic Control Plan
  - Paving Plan and Profile Sheets
  - Driveway Reconstruction
  - Miscellaneous Sidewalk and Paving Details
  - Drainage Area Map
  - Drainage Calculation Summary Tables
  - Drainage Plan and Profile Sheets
  - Water Plan
  - Sanitary Sewer Plan and Profile Sheets
  - Signing & Pavement Marking Plans
  - Erosion Control Plan
  - Standard and Special Details
  - Cross Section Sheets

B. Project Manual – Assist City with preparation of project manual documents for the City's use in electronic bid documents that will be prepared and issued by CITY using web-based site managed by CITY. CONSULTANT'S documents to prepare shall be generally limited to bid schedule, special conditions, and technical specifications. Submit preliminary documents after the 90% plan review and prior to final documents for 100% plan review.

C. Final Engineering Submittals – Plan submittals will occur at ninety percent (90%) and one hundred percent (100%) completion stages. CONSULTANT will provide a CD/DVD/USB containing electronic files of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.

D. Review Comments – CITY will consolidate their submittal review comments for each milestone deliverable and provide them to CONSULTANT. The CONSULTANT will incorporate the City's comments into the subsequent

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

milestone submittal and provide a tabulated list of responses and/or resolutions to each comment provided. A written response and City acknowledgement is required for any written response of disagreement.

IV. Bid Phase Services

A. Bid Documents –Provide final construction plans and technical documents for project manual to CITY in electronic format for inclusion on CITY procurement system as required. Provide bid schedule in Microsoft Excel format for use by contractors as prescribed by the CITY.

B. Advertisement for Bid – Provide all necessary information to the CITY required for placing the advertisement of the Invitation to Bid.

C. Pre-Bid Meeting – Prepare a pre-bid agenda. Attend pre-bid conference if required by the CITY.

D. Bid Document Interpretations – Address questions from the proposed bidders during the bidding process and issue addenda as necessary, in coordination with the CITY.

E. Bid Opening – Attend the bid opening and assist the CITY during bid opening, making preliminary tabulation of bids, and review questionnaires and bids for completeness.

F. Qualifications Review – Review and evaluate the qualifications of the apparent successful bidder and the proposed major specialty subcontractors. The review and evaluation will include such factors as work previously completed, responses from submitted references, bidder equipment availability, publicly available financial resources, and technical experience.

G. Bid Tabulation – Prepare and distribute formal bid tabulation sheets noting any discrepancies between original bids submitted.

H. Bid Recommendation – Prepare a formal written recommendation to the CITY for project award.

V. Special Services – All Special Services shown under this section shall be reimbursed on a cost-plus basis based on actual work performed with a not-to-exceed amount as outlined in the Work Authorization. CONSULTATNT shall provide all justification for expenditures under this section with each monthly invoice.

A. Construction Administration – Although day to day operation and oversight of the construction phase will be managed by the CITY, the CONSULTANT will assist the CITY during the construction phase of the project as follows:

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

1. Conformed Construction Plans – Incorporate all addenda items into a conformed construction plan and specification set. Furnish up to six (6) full size (22" X 34") sets, two (2) half size (11" X 17") sets of the final plans for construction for use by the CITY and the contractor, along with a CD/DVD/USB containing PDFs of all plans.

2. Pre-Construction Conference – Meet with the CITY, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other pertinent matters that may impact the Project.

3. Construction Observation – Provide on-site construction observation services during the construction phase along with attending construction meetings as deemed necessary by the CITY. It is not the intent of these visits to be performed at every aspect of the contractor's work. A maximum of three (3) site visits are assumed for budget purposes which does not include substantial or final walk through on-site meetings. Consultant may be required, as-needed, to attend construction progress meetings as determined necessary by CITY. A maximum of three (3) progress meetings are assumed for budget purposes. Construction observations are to be limited to spot checking, selective measurements, and similar methods of general observation of the work based on exercise of professional judgement and familiarization of the design intent. Based on the information obtained during such visits and such observations, CONSULTANT will keep the CITY informed on the general progress of the work.

4. Shop Drawings, Samples, and Materials – Review and approve or take other appropriate action in respect to shop drawings required for the Project to ensure they are in conformance with plans, specifications, and City requirements. Each shop drawing shall be limited to two (2) resubmittal reviews. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor in accordance with the contract documents, but subject to the provisions of applicable standards of state or local government entities.

5. Clarifications and Interpretations – When requested, review requests for information (RFI), field change requests, and change orders and provide comments and/or responses to CITY. Provide written responses to RFI's or clarification to CITY or contractor. If requested by the CITY, render written decision on all claims of CITY and contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor's work.

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

6. Change Orders – Recommend Change Orders to CITY or review and make recommendations related to Change Orders provided at the request of the contractor.

7. Record Drawings – Prepare record drawings in digital format utilizing CITY and contractor as-built information showing changes made during construction. Provide a CD/DVD/USB containing a PDF of the record plan set, TIFF images of each individual plan sheet, and a project base map in CAD format.

8. CONSULTANT shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the CITY's review of documents submitted under this Contract.

B. Surveying for Engineering Design – CONSULTANT shall coordinate and furnish field surveying operations necessary for the complete design of the Project as outlined in this Exhibit A, Scope of Services. Surveying shall include the following:

1. Right of Entry – If entering private property is required to perform field survey, y, the CONSULTANT shall assist the CITY in sending letters to all adjacent property owners notifying them of the intent to survey on private property prior to initiating survey operations. The CONSULTANT shall provide the CITY with the name, address, and contact information of the property owners, as well as the property addresses of the affected property. Written permission to enter private property to perform survey shall be obtained from the property owner(s) before surveying is commenced. The letter of permission shall include permission for the CONSULTANT to set iron pins and control monuments for easements to be acquired at a later date by the CITY if necessary.

2. Field Survey – The CONSULTANT shall direct the work of the field survey crew(s) to perform the following:

    a. Establish horizontal and vertical control using CITY criteria.

    b. Tie right-of-way lines and corners, property lines and corners, trees six (6) inches in diameter and larger, fence lines, and other visible surface features.

    c. Topographic Information including cross sections of the existing ground features as needed for design. Collect spot elevations as required to facilitate the generation of one-foot (1') contours.

    d. Horizontal and vertical location of all existing facilities within the Project limits including, but not limited to, existing paving

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

(including type), driveways, curbs, sidewalks, buildings (including edge of foundation), mailboxes, landscaping, bridges, culverts, retaining walls, etc. Tie existing visible franchise utilities (including underground utilities if exposed) and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.

e. Locate the approximate position of underground utilities or structures that may be within the limits of the Project. Such utilities include, but are not limited to, wastewater (including flowline survey at manholes), water, gas, electric, storm sewer, telephone, and television cable. Consultant will initiate OneCall/Texas 811 or contact individual utility companies to mark existing underground utilities in the field and shall show such utilities on the base map either based upon field locations or available construction as-builts.

C. Franchise Utility Coordination – The CONSULTANT shall provide the following:

1. General Coordination – Design coordination with franchise utilities and their representatives regarding proposed project improvements. Submit milestone design plans to the CITY franchise utility coordinator for distribution to franchise utilities. Assist the CITY with coordination efforts to ensure franchise utilities are designed to clear proposed improvements and in a timely manner.

2. Site Visits – Perform site visits with the CITY and/or impacted franchise utility representatives.

D. Subsurface Utility Engineering (SUE) Services – The CONSULTANT shall provide SUE Services for the purpose of determining horizontal and vertical locations of underground city and franchise utilities, in conjunction with and/or prior to the field survey. The CITY shall assist with provisions for access to perform the services specified in this item. The CONSULTANT shall provide the City with the name and address of the property owners.

1. Level 'B' Services
   a. Horizontal location of utilities will be determined.
   b. Up to 5,500 linear feet of designation.

2. Level 'A' Services
   a. Horizontal and vertical location of utilities will be determined.
   b. Up to two (2) test holes in addition to the Level 'B' Services listed above will be provided at a rate of $1,500 EA per test hole to the depth required.

E. Right of Way and Easement Documents – Upon approval of the Preliminary Design Plans, the CONSULTANT shall survey, render field notes, and prepare

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

a ROW/easement map and individual parcel exhibits for any additional ROW or easements, including temporary construction easements and/or easement abandonments if needed for the Project. Perform necessary surveying operations for the identification and delineation of up to ten (10) easement parcels. Easement Documents shall include the following:

1. ROW/Easement Map – Provide Exhibit showing properties with ownership and include existing and proposed right-of-way and easements.

2. Parcel Exhibits – Individual parcel exhibits shall be in both hard copy (8 ½" x 11") and PDF format, shall be sealed, signed and dated by a Registered Professional Land Surveyor and shall contain the following:

    a. Parcel Identification Number
    b. Area Required
    c. Area Remaining
    d. Legal Description
    e. Current Ownership
    f. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
    g. Metes and bounds description of parcel to be acquired for the Project. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately. Submit three (3) copies of right-of-way documents to the CITY after the sixty percent (60%) plan submittal review and resolution of comments.

3. ROW/Easement Corners – Establish proposed right-of-way and easement corners on the ground (one-time).

F. Geotechnical Investigation – The CONSULTANT will provide a Geotechnical Engineer Report, no later than the preliminary design phase submittal, containing the following information:

1. Exploration, Sampling and Laboratory Testing – The CONSULTANT shall provide a subgrade investigation in accordance with CITY design standards and determine soil properties in accordance with generally accepted engineering standards.

G. Public Involvement – Attend one (1) public meeting, if required, to communicate project details to citizens, council members, or other interested parties. CITY shall provide meeting location and notices.

H. Additional Sanitary Sewer Exhibit – Produce a schematic design exhibit depicting the approximate location of the existing 6" sanitary sewer running through the block of homes between S Arizona Drive and S Colorado Drive. The exhibit will also show confirmed and/or assumed locations of residential

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

sewer service lines and cleanouts to each home on this block. The CONSULTANT shall provide a recommendation to the CITY on the feasibility of disconnecting the service lines so that the 6" sanitary sewer line between the block can be abandoned in place. This task includes:

1. TV Survey – Procurement and management of TV survey of the existing 6" sanitary sewer line between the block as well as the 6" sanitary sewer lines running along the project limits of S Arizona Drive and S Colorado drive to ascertain the location of residential sanitary sewer service connections.

2. Field Survey – Locate visible residential sanitary sewer service cleanout locations around homes and perform measure-downs on cleanouts when found.

3. Subsurface Utility Engineering – SUE field work to determine the total length and alignment of the 6" sanitary sewer line.

4. Schematic Exhibit – CONSULTANT to draft a one (1) page 22"x34" schematic level exhibit showing the location of the 6" sanitary sewer line in the block as well as residential sanitary sewer service connections as determined by available data. Additional design for this sanitary sewer line beyond schematic is not included in this Project.

VI. Exclusions

The scope of services identified herein specifically excludes the following items, however, these items can be provided if necessary with a revision to scope of work and fees as agreed between CITY and CONSULTANT in writing:

A. Preparation and coordination of a Section 404 individual permit application and natural/cultural resource evaluations.

B. Existing pavement assessment and/or evaluation;

C. Final Plats;

D. Environmental assessment or remediation;

E. Private sanitary sewer design beyond public ROW and/or easements;

F. Fees for permits and bid advertising;

G. Traffic impact analysis and signal warrants;

H. Construction inspection and material testing services during construction;

I. Designs for Trench Safety;

J. Alternate additions not included in the original scope;

K. Improvements outside the Project limits;

Attachment: 45822 - Exhibit A - Scope of Services (Downtown Drainage & Street Improvements)

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Halff Associates, Inc.		
Consultant Project #:	45822.001		
Project Name:	Downtown Drainage and Street Improvements		
Purchase Order#		**Project #(s)**	

INVOICE SUBMITTAL

Billing Period:	
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:** Scope listed in Exhibit A under section V. Special Services shall be invoice on an hourly not-to-exceed basis. All other items shall be invoiced as lump sum on a percent complete basis.

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Attached as Exhibit A**
2. **Compensation:** **$296,900 – Cost breakdown attached as Exhibit B**
3. **Timeline:** **Attached as Exhibit C**

Attachment: 45822 - Task Order (Downtown Drainage & Street Improvements)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
Signature	Signature
Dawn Berry, Purchasing Manager	Dennis Satre, Vice President
Date	Date 4/29/22

Attachment: 45822 - Task Order (Downtown Drainage & Street Improvements)

4/26/2022

EXHIBIT "B" - DESIGN COST BREAKDOWN

City of Celina **Downtown Street and Drainage Improvements** **Halff Associates - AVO 45822**	Director	Team Leader	QA/QC Manager	Project Manager	Civil EIT	Civil CAD	Clerical	Survey RPLS	Survey Technician	Survey Crew	SUE Coordinatior	SUE Crew	Total Hours	Total Labor Cost	Sub-Consultant Cost	Fees, Materials & Supplies	Subtotal	Rounded Total
Task Description	$269.00	$257.00	$292.00	$199.00	$140.00	$113.00	$93.00	$216.00	$130.00	$190.00	$167.00	$180.00						
BASIC FEE SERVICES																		
Construction Plans (Approx. # of Sheets)																		
Coversheet (1)		0.5	0.5	0.5	2.0	1.0							4.5	$767.00			$767.00	$800
Sheet Index (1)		0.5	0.5	0.5	2.0	1.0							4.5	$767.00			$767.00	$800
General Notes (1)	1.0	0.5	0.5	2.0	1.0	0.5							5.5	$1,138.00			$1,138.00	$1,100
Typical Paving Sections (1)	0.5	1.0	0.5	4.0	8.0	2.0							16.0	$2,679.50			$2,679.50	$2,700
Project Layout Sheet (1)		1.0	0.5	4.0	12.0	2.0							19.5	$3,105.00			$3,105.00	$3,100
Drainage Area Map (1)	1.0	1.0	1.0	8.0	16.0	4.0							31.0	$5,102.00			$5,102.00	$5,100
Traffic Control and Sequencing Plans (1)	0.5	0.5	0.5	4.0	8.0	2.0							15.5	$2,551.00			$2,551.00	$2,600
Pavement Markings and Signage Plans (1)		0.5	0.5	2.0	4.0	2.0							9.0	$1,458.50			$1,458.50	$1,500
City of Celina Pavement Standard Details (1)			0.5	0.5	1.0	1.0							3.0	$498.50			$498.50	$500
Miscellaneous Pavement Details (1)			0.5	0.5	1.0	1.0							3.0	$498.50			$498.50	$500
City of Celina Traffic Control Details (4)			0.5	0.5	1.0	1.0							3.0	$498.50			$498.50	$500
TXDOT Traffic Control Standard Details (3)			0.5	0.5	1.0	1.0							3.0	$498.50			$498.50	$500
City of Celina Storm Drain Standard Details (4)			0.5	0.5	1.0	1.0							3.0	$498.50			$498.50	$500
TXDOT Storm Drain Standard Details (1)			0.5	0.5	1.0	1.0							3.0	$498.50			$498.50	$500
Miscellaneous Drainage Details (1)			0.5	0.5	1.0	1.0							3.0	$498.50			$498.50	$500
City of Celina Water Standard Details (7)			0.5	0.5	1.0	1.0							3.0	$498.50			$498.50	$500
City of Celina Wastewater Standard Details (4)			0.5	0.5	1.0	1.0							3.0	$498.50			$498.50	$500
City of Celina Erosion Control Details (2)			0.5	0.5	1.0	1.0							3.0	$498.50			$498.50	$500
City of Celina Miscellaneous Details (3)			0.5	0.5	1.0	1.0							3.0	$498.50			$498.50	$500
S. Arizona Drive (650')																		
Removal Plans (1)		1.0	1.0	8.0	16.0	4.0							30.0	$4,833.00			$4,833.00	$4,800
Paving Plan and Profile Sheets (2)	1.0	2.0	2.0	12.0	24.0	8.0							49.0	$8,019.00			$8,019.00	$8,000
Driveway Profiles (2)		0.5	1.0	4.0	6.0	2.0							13.5	$2,282.50			$2,282.50	$2,300
Hydraulic Grade Line and Inlet Calculations (1)	0.5	1.0	1.0	4.0	8.0								14.5	$2,599.50			$2,599.50	$2,600
Drainage Plan and Profile Sheet (2)	2.0	2.0	2.0	8.0	24.0	4.0							42.0	$7,040.00			$7,040.00	$7,000
Drainage Lateral Profile Sheets (1)	0.5	0.5	1.0	2.0	8.0	2.0							14.0	$2,299.00			$2,299.00	$2,300
Water Line Plan Sheets (1)		1.0	0.5	4.0	12.0	4.0							21.5	$3,331.00			$3,331.00	$3,300
Sanitary Sewer Plan and Profile Sheets (2)	0.5	1.0	1.0	8.0	24.0	8.0							42.5	$6,539.50			$6,539.50	$6,500
Erosion Control Plans (1)		0.5	0.5	4.0	8.0	2.0							15.0	$2,416.50			$2,416.50	$2,400
Roadway Cross Sections (2)	0.5	0.5	1.0	6.0	12.0	4.0							24.0	$3,881.00			$3,881.00	$3,900
S. Colorado Drive (600')																		
Removal Plans (1)		1.0	1.0	8.0	16.0	4.0							30.0	$4,833.00			$4,833.00	$4,800
Paving Plan and Profile Sheets (2)	1.0	2.0	2.0	12.0	24.0	8.0							49.0	$8,019.00			$8,019.00	$8,000
Driveway Profiles (2)		0.5	1.0	4.0	6.0	2.0							13.5	$2,282.50			$2,282.50	$2,300
Hydraulic Grade Line and Inlet Calculations (1)	0.5	1.0	1.0	4.0	8.0								14.5	$2,599.50			$2,599.50	$2,600
Drainage Plan and Profile Sheet (2)	2.0	2.0	2.0	8.0	32.0	4.0							50.0	$8,160.00			$8,160.00	$8,200
Drainage Lateral Profile Sheets (1)	0.5	0.5	1.0	2.0	8.0	2.0							14.0	$2,299.00			$2,299.00	$2,300
Sanitary Sewer Plan and Profile Sheets (2)	0.5	1.0	1.0	8.0	24.0	8.0							42.5	$6,539.50			$6,539.50	$6,500
Erosion Control Plans (1)		0.5	0.5	2.0	8.0	2.0							13.0	$2,018.50			$2,018.50	$2,000
Roadway Cross Sections (2)	0.5	0.5	1.0	6.0	12.0	4.0							24.0	$3,881.00			$3,881.00	$3,900
Channel/Culvert (350')																		
Removal Plans (1)		0.5	0.5	4.0	8.0	2.0							15.0	$2,416.50			$2,416.50	$2,400
Grading Plan (1)		1.0	1.0	4.0	8.0	2.0							16.0	$2,691.00			$2,691.00	$2,700
Hydraulic Grade Line and Inlet Calculations (1)	0.5	1.0	1.0	4.0	8.0								14.5	$2,599.50			$2,599.50	$2,600
Drainage Plan and Profile Sheet (1)	2.0	2.0	2.0	4.0	8.0	2.0							20.0	$3,778.00			$3,778.00	$3,800
Water Line Plan Sheets (1)		1.0	0.5	2.0	8.0	2.0							13.5	$2,147.00			$2,147.00	$2,100
Sanitary Sewer Plan and Profile Sheets (1)	0.5	0.5	1.0	6.0	12.0	2.0							22.0	$3,655.00			$3,655.00	$3,700
Erosion Control Plans (1)		0.5	0.5	4.0	8.0	2.0							15.0	$2,416.50			$2,416.50	$2,400
Other Services																		
Quantities and Opinion of Construction Cost	2.0	2.0	1.5	24.0	16.0								45.5	$8,506.00			$8,506.00	$8,500
Specifications / Project Manual	4.0	2.0	1.5	24.0	8.0		4.0						43.5	$8,296.00		$450.00	$8,746.00	$8,700
Existing Drainage Review	4.0	2.0		16.0	12.0								34.0	$6,454.00			$6,454.00	$6,500
Franchise Utility Coordination	1.0	1.0		8.0	8.0								18.0	$3,238.00			$3,238.00	$3,200
Plan Review Meetings (3)	6.0	3.0		9.0	12.0								30.0	$5,856.00		$600.00	$6,456.00	$6,500
SUBTOTAL - BASIC FEE SERVICES	33.0	41.0	41.0	253.5	460.0	109.5	4.0	0.0	0.0	0.0	0.0	0.0	942.0	$158,978.00	$0.00	$1,050.00	$160,028.00	$160,000
SPECIAL SERVICES																		
Design Surveys				2.0		16.0		24.0	80.0	40.0			162.0	$25,390.00		$500.00	$25,890.00	$25,900
Parcel Doucment Preparation (10)				10.0	10.0			40.0	180.0	24.0			264.0	$39,990.00		$500.00	$40,490.00	$40,500
SUE				4.0		2.0					16.0	40.0	62.0	$10,894.00		$500.00	$11,394.00	$11,400
Geotechnical Investigaton	1.0			4.0		2.0							7.0	$1,291.00	$10,000.00	$1,000.00	$12,291.00	$12,300
Sanitary Sewer Exhibit	2.0	2.0		8.0	16.0	4.0		1.0	2.0	8.0	1.5	8.0	52.5	$9,022.50	$4,500.00		$13,522.50	$13,500
Public Involvement	4.0	2.0		16.0	8.0	4.0							34.0	$6,346.00		$200.00	$6,546.00	$6,500
TDLR Review and Inspection Fees				2.0	4.0								6.0	$958.00		$1,010.00	$1,968.00	$2,000
Construction Administration	8.0	2.0		40.0	80.0	16.0	8.0						154.0	$24,378.00		$400.00	$24,778.00	$24,800
SUBTOTAL - SPECIAL SERVICES	15.0	6.0	0.0	86.0	118.0	44.0	8.0	65.0	262.0	72.0	17.5	48.0	741.5	$118,269.50	$14,500.00	$4,110.00	$136,879.50	$136,900
TOTAL PROJECT	48.0	47.0	41.0	339.5	578.0	153.5	12.0	65.0	262.0	72.0	17.5	48.0	1683.5	$277,248	$14,500	$5,160	$296,908	**$296,900**

COST SUMMARY

BASIC SERVICES		
Preliminary Engineering Design	$96,000	60% Construction Plans & Other Services
Final Engineering Design	$64,000	90% and 100% Construction Plans & Other Services
SUBTOTAL	**$160,000**	**LUMP SUM**
SPECIAL SERVICES		
Design Survey	$25,900	Topographic Survey
Parcel Document Preparation	$40,500	Survey/Documents for up to (10) ROW/Easement Parcels
SUE	$11,400	Level B Utility Survey and up to (2) test holes
Geotechnical Investigation	$12,300	Performed by EST Engineering
Sanitary Sewer Exhibit	$13,500	Field Survey, SUE, and Engineering for Exhibit
Public Involvement	$6,500	Resident coordination, Including (1) public meeting
TDLR Review	$2,000	TDLR review fees and associated revisions
Construction Administration	$24,800	Precon, Bidding, RFI/Submittal/Payap Review
SUBTOTAL	**$136,900**	**HOURLY (NOT-TO-EXCEED)**
TOTAL	**$296,900**	

Attachment: 45822 - Exhibit B - Design Cost Breakdown (Downtown Drainage & Street Improvements)

EXHIBIT "C"
SCHEDULE OF WORK

Task Name	Duration *Calendar Days*	Start Date	Finish Date
CITY OF CELINA | AVO 48522.001 DOWNTOWN STREET AND DRAINAGE IMPROVEMENTS	**718**	**5/24/2022**	**4/27/2024**
City Council Award	0	5/10/2022	5/10/2022
Design Notice to Proceed	14	5/10/2022	5/24/2022
Survey, SUE, & Geotechnical Investigation	**90**	**5/24/2022**	**8/22/2022**
Research, Data Collection and Field Work	90	5/24/2022	8/22/2022
Preliminary Design Phase (60%)	**74**	**8/22/2022**	**11/4/2022**
Prepare 60% Plans, Specifications, and OPCC	60	8/22/2022	10/21/2022
City Review	14	10/21/2022	11/4/2022
60% Review Meeting	0	11/4/2022	11/4/2022
Pre-Final Design Phase (90%)	**74**	**11/4/2022**	**1/17/2023**
Prepare 90% Plans, Specifications and OPCC	60	11/4/2022	1/3/2023
City Review	14	1/3/2023	1/17/2023
90% Review Meeting	0	1/17/2023	1/17/2023
Final Design Phase (100%)	**44**	**1/17/2023**	**2/16/2023**
Prepare 100% Plans, Specifications and OPCC	30	1/17/2023	2/16/2023
City Review	14	2/16/2023	3/2/2023
100% Review Meeting	0	3/2/2023	3/2/2023
Bid Phase Services	**62**	**3/2/2023**	**5/3/2023**
Submit Final Bid Documents	15	3/2/2023	3/17/2023
Advertise for Bid, Answer Questions, and Prepare Addenda	40	3/17/2023	4/26/2023
Receive Bids	0	4/26/2023	4/26/2023
Tabulate Bids, Research Bidders, and Provide Recommendation Letter	7	4/26/2023	5/3/2023
Construction Administration	**360**	**6/2/2023**	**4/27/2024**
City Bid Selection	30	5/3/2023	6/2/2023
Substantial Completion	270	6/2/2023	2/27/2024
Final Completion	30	2/27/2024	3/28/2024
Construction Walk Through	0	3/28/2024	3/28/2024
Prepare Record Drawings	30	3/28/2024	4/27/2024

Attachment: 48522 - Exhibit C - Design Schedule (Downtown Drainage & Street Improvements)