



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, May 8, 2018 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Presentation regarding remodel concepts for city facilities. (DeBuff, VAI Architects)
- B. Discussion regarding open container policy for the downtown square. (Jackson)
- C. Discussion regarding updates to the Subdivision Ordinance. (Jackson)
- D. Discussion regarding any and/or all agenda items.

III. 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 and Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

- A. Discussion regarding the Glen Crossing Public Improvement District and related bond sales.
- B. Discussion regarding an agreement between the City of Celina and Mark and Jennifer Matie for compensation for damage caused by Kodiak Trenching and Boring, LLC as a result of construction for the Southeast Sector Sewer Line construction.
- C. Discussion regarding a resolution finding that a public necessity exists to acquire a public wastewater utility easement in real property as a portion of a tract of land generally described as being located in the Richard Alderson survey, abstract number 7, Collin County, Texas, generally located south of FM 428 and north of Carey Road and related matters.

Reconvene Into Open Session

- D. Consider and act upon Glen Crossing Public Improvement District and related bond sales.

- E. Consider and act upon an agreement between the City of Celina and Mark and Jennifer Matie for compensation for damage caused by Kodiak Trenching and Boring, LLC as a result of construction for the Southeast Sector Sewer Line construction.
- F. Consider and act upon a resolution finding that a public necessity exists to acquire a public wastewater utility easement in real property as a portion of a tract of land generally described as being located in the Richard Alderson survey, abstract number 7, Collin County, Texas, generally located south of FM 428 and north of Carey Road and related matters.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Historic Preservation Month Proclamation. (Barton)
- B. Celina Main Street Program's 2018 National Accreditation. (Barton)
- C. National Public Works Week in the City of Celina. (Fourmentin)
- D. Mustang Lakes Master Planned Community of the Year Recognition. (Terry)

VI. 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.

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.

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 10, 2018 5:00 PM
- 2. City Council - Worksession - Apr 20, 2018 10:00 AM

- B. Consider and act upon a Final Plat for Light Farms Brenham Neighborhood, being an approximately 26.15 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas, generally located north of Frontier Parkway, south of CR 51, west of the BNSF Railroad, and east of Dallas Parkway, containing 127 residential lots, and seven open space lots. (Light Farms Brenham) (Jackson)
- C. Consider and act upon a Final Plat for Lilyana Phase 2A-1, being an approximately 21.347 acre tract of land in the Johnathan Westhove Survey, Abstract No. 1030 and the W. Wilhite Survey, Abstract No. 1002, Collin County, Texas. The property is generally located north of FM 1461 (Frontier Parkway) and west of CR 84 (Wells Road). (Lilyana Phase 2A-1 Final Plat) (Jackson)

- D. Consider and act upon a resolution of the City Council of the City of Celina, Texas, changing the names of three county roads: CR 1117, (Old Log Trail), CR 103, and CR 105 (Bobcat Trail). (County Road Name Changes) (Jackson)
- E. Consider and act to authorize the City Manager to negotiate and execute a Professional Services Agreement for Mosquito Services with PRP services LLC. D/B/A Municipal Mosquito. (Mosquito Control Services) (Jackson)
- F. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Lee Engineering for Engineering and Surveying Services. (Brawner)
- G. Consider and act to authorize the City Manager to negotiate and execute an interlocal agreement by and among the City of Celina and the Town of Prosper and Collin County for construction of Frontier Parkway from Preston Road to Dallas North Tollway. (Brawner)
- H. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and D&S Engineering Labs, LLC for Professional Engineering Services. (Brawner)
- I. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Pacheco Koch Consulting Engineers, Inc. for Engineering and Surveying Services. (Brawner)
- J. Consider and act to authorize the City Manager to Execute a Memorandum of Understanding by and between the City of Celina and MM Columns to pay the City \$210,245.40 for regional sewer. (Brawner)
- K. Consider and act to authorize the City Manager to Execute a Memorandum of Understanding by and between the City of Celina and LFC Devco Sweetwater, LLC to pay \$247,427.59 for regional sewer. (Brawner)
- L. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Landmark Structures in the amount of 4,193,700.00 for the SE Sector 2MG EST & Waterline Improvements. (Brawner)
- M. Consider and act on a resolution of the City of Celina, Texas approving and authorizing the City Manager to execute a reimbursement letter for development fees between the City of Celina, Texas and Prosper Independent School District. (Laumer)
- N. Consider and act to authorize the City Manager to execute Amendment #1 to the Cambridge Crossing Development Agreement. (Laumer)
- O. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Legend Contracting, Inc. regarding impact fee assessments. (Westgate Impact Fees) (Laumer)
- P. Consider and act to authorize the City Manager to execute Amendment #1 to the Bluewood Development Agreement. (Laumer)
- Q. Consider and act upon a resolution approving the Core Values for the City of Celina. (Laumer)

- R. Consider and act upon an ordinance of the City of Celina, Texas, freezing ad valorem taxes for residence homesteads owned by the disabled or by persons sixty-five (65) years of age and older, beginning with the tax year 2018. (Senior Tax Freeze) (DeBuff)
- S. Consider and act to authorize the City Manager to negotiate and execute a contract by and between the City of Celina and Brown Reynolds Watford Architects, Inc. for Professional Services related to the design of Fire Stations 2, 3 and 4. (BRW Feasibility Study Contract) (DeBuff)
- T. Consider and act to authorize the City Manager to negotiate and execute a contract by and between the City of Celina and VAI Architects, Inc. for Professional Services related to the design of the City Hall, Annex and EDC renovations. (VAI design contract) (DeBuff)
- U. Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed within Phase #2 of the Glen Crossing Public Improvement District; approving a preliminary updated service plan and assessment plan, including proposed Phase #2 assessment roll; directing the filing of the proposed Phase #2 assessment roll with the City Secretary to make available for public inspection; noticing a public hearing for June 12, 2018 to consider an ordinance levying assessments on property located within Phase #2 of the Glen Crossing Public Improvement District. (Glen Crossing PID Costs & Hearing) (DeBuff)
- V. Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed by the Wells South Public Improvement District; approving a Preliminary Service Plan and Assessment Plan update, including a proposed Neighborhood Improvement Area #2 assessment roll; directing the filing of the proposed neighborhood improvement area #2 assessment roll with the City Secretary to make available for public inspection; noticing a public hearing for June 12, 2018 to consider an ordinance levying assessments on property located within a portion of Neighborhood Improvement Area #2 of the Wells South Public Improvement District. (Lilyana PID Costs & Hearing) (DeBuff)
- W. Consider and act upon a resolution finding that Oncor Electric Delivery Company LLC's application for approval of a distribution cost recovery factor pursuant to 16 Tex. Admin. Code § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company. (Oncor Rate Increase Denial) (DeBuff)
- X. Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and T-Mobile West, LLC (T-Mobile) located at the Light Farms elevated storage tower. (Fourmentin)
- Y. Consider and act upon nomination of Will Sowell, Mayor Pro Tem of the City of Frisco, as primary representative and Ray Smith, Mayor of the Town of Prosper, as alternate representative for the Regional Transportation Council (RTC), the transportation policy body for the North Central Texas Council of Governments (NCTCOG). (Terry)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony for the proposed voluntary annexation and act upon an ordinance adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: a 10.346 acre tract of land out of the M.L. Ousley, J.C. Floyd, and the J.M Floyd Survey, Abstract No. 1053, Collin County, Texas, and generally located west of Business 289 (N. Louisiana Street) and approximately 740 feet north of County Road 95. (Celina 10 Industrial Park) (Jackson)
- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 10.346 acre tract of land situated in the M.L. Ousley, J.C. Floyd, and the J.M Floyd Survey, Abstract No. 1053, Collin County, Texas, from AG, Agricultural zoning district to PD, Planned Development No. 91 zoning district. The tract is located on the west side of Business 289 approximately 740 feet north of CR 95. (Celina 10 - PD-91) (Jackson)
- C. Conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.01.007, Definitions, by adding a definition for "Front Facade." (Zoning Ordinance Amendment) (Jackson)
- D. The Celina City Council will conduct a public hearing to consider testimony regarding a voluntary annexation request from JDG Land Holding Co. for an approximately 4.7 acre tract of land located in the M.E.P. & P.R.R. Survey, Abstract No. 653, Tract 42, Collin County, Texas. The property is generally located on the west side of Preston Road north of Business 289 (N Louisiana Dr.). (GG&S Annexation) (Jackson)

IX. ACTION ITEM:

- A. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2018-53 which adopted and approved the budget for fiscal year beginning October 1, 2017 and ending September 30, 2018, and make appropriations for each department, project and account, by adopting an amended mid-fiscal year 2017-2018 budget for the City of Celina, Texas, reallocating funds between accounts pursuant to exhibit "A", attached hereto and incorporated into this ordinance. (Toutouchian)
- B. Consider and act upon a resolution approving and authorizing publication of notice of intention to issue certificates of obligation and all matters incident and related thereto. (Toutouchian)

X. ADJOURNMENT:

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

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

Vicki Faulkner

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

Date Notice Removed



Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Vicki Faulkner, City Secretary
Date: May 8, 2018
Re: Historic Preservation Month Proclamation

Action Requested:

Historic Preservation Month Proclamation. (Barton)

Background Information:

The National Trust for Historic Preservation created Preservation Week in 1971, to spotlight preservation efforts in America. Since then, it has grown into an annual celebration every May instilling community pride, and showing the social and economic benefits of historic preservation. The theme for National Historic Preservation Month 2018 is "This Place Matters." Many Celina residents, groups, and organizations work hard to preserve Celina's past for future generations. Just a few of those organization are the Historic Preservation Commission, Main Street Advisory Board, and the Celina Area Heritage Museum.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

See attached.

Staff Recommendation:

Review and Sign

Proclamation

Whereas, "This Place Matters" is the theme for National Preservation Month 2018; and

Whereas, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

Whereas, historic preservation is inherently economically, environmentally, and socially sustainable, fostering a culture of reuse and maximizing the life cycle of all resources through conservation; and

Whereas, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

Whereas, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

Whereas, many Celina residents, groups and organizations work hard to preserve Celina's past for future generations;

Now, Therefore, I, Sean Terry, Mayor of Celina, do proclaim May 2018 as National Preservation Month, and call upon the people of Celina to join their fellow citizens across the United States in recognizing and participating in this special observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City to be affixed this 8th day of May, 2018.

Sean Terry, Mayor



Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Rebecca Barton, Downtown Development Manager
 CC: Vicki Faulkner, City Secretary
 Date: May 8, 2018
 Re: 2018 National Accreditation of the Celina Main Street Program Recognition

Action Requested:

Celina Main Street Program's 2018 National Accreditation. (Barton)

Background Information:

The Celina Main Street Program has received 2018 National Accreditation by the National Main Street Center/Main Street America™, highlighting the successful annual progress of the program. The Texas Historical Commission (THC) manages the Texas Main Street Program (TMSP) and nominated Celina's program for the recognition. Selection criteria focuses on annual progress in planning, partnerships, staffing, volunteer efforts, preservation ethic, training, and program assessment through reporting. "The state recognition and national accreditation recognizes the hard work of these local programs, and the value placed on their historic downtowns," said Debra Drescher, TMSP state coordinator. The announcement was made during the Main Street Now conference in Kansas City, Missouri, March 26-28.

Celina has been in the Texas Main Street Program since 1997 and has received national accreditation 14 times since 1999. This is the first time in the last three years the program has received accreditation, recognizing the hard work all those involved in downtown including the Main Street Advisory Board, Historic Preservation Commission, volunteers, business owners, and City Staff.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

See attached.

Staff Recommendation:

Recognition



THE NATIONAL MAIN STREET CENTER

and

TEXAS MAIN STREET

certify that

Celina Main Street Program

has been recognized as a

2018 Main Street America Accredited Program

for meeting the standards of performance in 2017



Patrice Frey
President & CEO
National Main Street Center



Matthew Wager, Ph.d
Vice President of Revitalization Programs
National Main Street Center



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re: 2018 Proclamation National Public Works Week

Action Requested:

National Public Works Week in the City of Celina. (Fourmentin)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

Proclamation

National Public Works Week, May 20-26, 2018

- WHEREAS:** public works services provided in our community are an integral part of our citizens' everyday lives; and
- WHEREAS:** the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and most valued assets such as water, wastewater, streets, and public buildings; and
- WHEREAS:** such facilities and services could not be provided without the selfless dedication and hard work of the professionals, employees, and administrators who are responsible for and must design, build, operate, and maintain these facilities and services essential to serve our citizens and community; and
- WHEREAS:** the health, safety, comfort, and thriving economy of this community greatly depends on these facilities and services; and
- WHEREAS:** it is in the public interest for the citizens to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

NOW THEREFORE, I, MAYOR SEAN TERRY, City of Celina, Texas, by do hereby proclaim the week of May 20-26, 2018 as "NATIONAL PUBLIC WORKS WEEK" in the city of Celina and urge all citizens and civic organizations to join me in acquainting ourselves with public works and recognize the substantial contributions which public works employees make every day to our health, safety, comfort, and quality of life.

Sean Terry, Mayor
City of Celina, TX

Attachment: Proclamation (2018 National Public Works Week Proclamation)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jessica Matehuala, Assistant
Date: May 8, 2018
Re: Mustang Lakes Master Planned Community of the Year Recognition

Action Requested:

Mustang Lakes Master Planned Community of the Year Recognition. (Terry)

Background Information:

Mustang lakes received Master Planned Community of the Year award at the Dallas Builders Association McSam Awards in April.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, April 10, 2018 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Mindy Koehne	City of Celina	Place 5	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Bill Webber	City of Celina	Place 1	Late	5:15 PM
Carmen Roberts	City of Celina	Place 4	Present	
Chad Anderson	City of Celina	Place 6	Present	
Wayne Nabors	City of Celina	Place 2	Absent	
Sean Terry	City of Celina	Mayor	Present	

Mayor Terry called the meeting together at 5:15 PM.

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Presentation of the 2017 Police Department Annual Report (Griggs)

Police Chief Tony Griggs presented the annual police department report.

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

No other items were discussed.

III. EXECUTIVE SESSION:

The City Council adjourned into executive session at 5:27 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 and Texas Government Code 551.087, Deliberation Regarding Economic Development Negotiation.

A. Discussion regarding the offer of financial incentives to Keller Williams Realty. (Laumer)

B. Discussion regarding potential economic development agreements. (Laumer)

Reconvene Into Open Session

The City Council reconvened into open session at 6:10 p.m.

Minutes Acceptance: Minutes of Apr 10, 2018 5:00 PM (Minutes Approval)

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

No action taken.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance and gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

Mayor Terry read the Fair Housing Proclamation.

A. Proclamation of April as Fair Housing month (Brawner)

VI. OPEN FORUM:

No public comment was received.

VII. CONSENT AGENDA:

RESULT:	ADOPTED [4 TO 0]
MOVER:	Bill Webber, Place 1
SECONDER:	Andy Hopkins, Place 3
AYES:	Hopkins, Webber, Roberts, Anderson
ABSTAIN:	Koehne
ABSENT:	Nabors

A. Minutes Approval:

1. City Council - Regular Meeting - Mar 13, 2018 5:00 PM
2. City Council - Special Meeting - Mar 23, 2018 3:00 PM

- B. Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Blais & Associates to provide grant management services for the City. (Laumer)
- C. Consider and act to authorize the City Manager to execute Amendment #1 to the Mustang Lakes Development Agreement. (Laumer)
- D. Consider and act to authorize the City Manager to negotiate and execute an agreement by and between the City of Celina and Willdan Financial Services/Economists.com to provide a water and wastewater rate analysis and long-term financial plan for the City. (Laumer)
- E. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and DC Ranch Homeowner's Association regarding street lighting installation and maintenance and cost reimbursement. (Laumer)

Minutes Acceptance: Minutes of Apr 10, 2018 5:00 PM (Minutes Approval)

- F. Consider and act upon a petition from JDG Land Holding for the voluntary annexation of an approximately 4.70 acre tract of land situated in the Preston 450 Addition, Lot 42, Collin County, Texas and set two public hearing dates on May 8, 2018 at 5:00 p.m. and on June 12, 2018 at 5:00 p.m. at 112 N. Colorado Street, Celina, TX 75009. The property is generally located on the west side of Preston Road, approximately 300 feet north of Mark Alexander. (GG&S Annexation) (Rodriguez)
- G. Consider and act upon a Final Plat for Light Farms Elementary School #2, being an 11.0 acre tract of land, and rights-of-way for Bridgewater Blvd. and Montgomery Lane, being ±4.27 acre tract of land of land, both tracts situated in the John Ragsdale Survey, Abstract No. 734, City of Celina, Collin County, Texas. The property is generally located west of Prairie Crossing, south of Light Farms Way, east of Dallas Parkway and north of Frontier Parkway, and containing 1 school lots. (Light Farms Elementary School #2, Bridgewater Blvd. and Montgomery Lane Final Plat) (Jackson)
- H. Consider and act to authorize the City Manager to negotiate and execute a contract by and between the City of Celina and Ideation, LLC. for Planning Consultant services regarding a Downtown Plan. (Jackson)
- I. Consider and act to authorize the City Manager to negotiate and execute an interlocal agreement by and among the City of Celina and the Town of Prosper and Collin County for construction of Frontier Parkway from Preston Road to Dallas North Tollway. (Brawner)
- J. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (The Columns Public Improvement District Project) and approving and authorizing related agreements. (The Columns PID Bonds) (DeBuff)
- (2018-17)
- K. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Assessment Roll for The Columns Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; and providing penalties and interest on delinquent assessments. (The Columns SAP & Levy) (DeBuff)
- (2018-18)
- L. Consider and act upon an ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Celina, Collin County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances. (Atmos Franchise) (DeBuff)
- (2018-19)
- M. Consider and act upon authorizing and executing an Interlocal Purchasing Agreement by and between the City of Celina and Collin County for services related to road improvements. (Fourmentin)

- N. Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and New Cingular Wireless PCS, LLC located at the Light Farms elevated storage tower. (Fourmentin)
- O. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A, Fee Schedule, to adopt revised fees for building permits and inspections, water deposits and miscellaneous development abatement fees. (Hernandez)

(2018-20)

- P. Consider and act upon a resolution authorizing continued participation with the steering committee of cities served by Oncor; and authorizing the payment of 11 cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Toutounchian)

(2018-10R)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed assessments to be levied against the assessable property within The Columns Public Improvement District (PID) and a final Service and Assessment Plan, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±48.784 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209, LTD, Collin County, Texas, and is generally located south of County Road 51, north of Punk Carter Parkway, east of Dallas Parkway, and west of Light Farms Way. (The Columns) (DeBuff)

Public Hearing Item A was taken before the Consent Agenda. Mayor Terry recused himself at this time due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 6:14 p.m. No public comment was received. The hearing was closed at 6:16 p.m.

- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 244.136 acre tract of land, situated in the Shelby Glass Survey, Abstract No. 346 and the J. Calhill Survey, Abstract No. 171, Collin County, Texas, from PD-65, Planned Development No. 65 zoning district to PD-65, Planned Development No. 65 zoning district to amend certain development standards. The tract is located north of Ownsby Parkway and east of Carter Ranch. (Bluewood - PD-65) (Jackson)

(2018-21) Mayor Terry opened the hearing at 6:17 p.m. Elaine Ford with Hillwood, 3000 Turtle Creek, Dallas, Texas, explained some of the amendments. No other public comment was received. The hearing closed at 6:24 p.m.

Minutes Acceptance: Minutes of Apr 10, 2018 5:00 PM (Minutes Approval)

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

- C. The Celina City Council will conduct a public hearing to consider testimony on the proposed voluntary annexation of a tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas, more particularly described as a 10.346 acres situated in the M.L. Ousley, J.C. Floyd, and the J.M Floyd Survey, Abstract No. 1053, Collin County, Texas, and generally located west of Business 289 (N. Louisiana Street) and approximately 740 feet north of County Road 95. (Celina 10 Industrial Park) (Rodriguez)

Mayor Terry opened the hearing at 6:24 p.m. No public comment was received. The hearing closed at 6:25 p.m.

- D. Conduct a public hearing to consider testimony and act upon a residential replat for Lots 19A & 19B of Preston Park Estates, Phase II being an approximately 8.64 acre tract of land, situated in the B.E. Blackwell Survey, Abstract No. 1073, Collin County, Texas, City of Celina ETJ. The property is generally located west of CR 132, south and east of CR 106, and north of CR 102 (Preston Park Estates Phase 2 Replat) (Rodriguez)

Mayor Terry opened the hearing at 6:26 p.m. No public comment was received. The hearing was closed at 6:26 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chad Anderson, Place 6
SECONDER:	Bill Webber, Place 1
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson
ABSENT:	Nabors

IX. ACTION ITEM:

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:27 p.m.

Sean Terry, Mayor

Vicki Faulkner, TRMC
City Secretary, City of Celina, Texas

Date Minutes Approved

Minutes Acceptance: Minutes of Apr 10, 2018 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL WORKSESSION
THE STATLER DALLAS, 1914 COMMERCE STREET, 2ND FLOOR PARKS ROOM,
DALLAS, TX 75201
Friday, April 20, 2018 AT 10:00 AM**

MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Mindy Koehne	City of Celina	Place 5	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Bill Webber	City of Celina	Place 1	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Chad Anderson	City of Celina	Place 6	Present	10:56 AM
Wayne Nabors	City of Celina	Place 2	Present	
Sean Terry	City of Celina	Mayor	Present	

Mayor Terry called the work session to order.

II. WORKSESSION:

A. Welcome and introductions.

Facilitator Abra Nusser with Ideation Planning led the council through the agenda and exercises for the day. She will prepare a paper on the visions, goal and objectives identified during the day and present it at a later date. General discussions regarding the topics listed took place.

B. Review agenda and goals for the day.

C. Discussion regarding results of the community survey.

D. Discussion regarding City of Celina visions, goals and objectives for 2018.

E. Discussion regarding priorities and direction.

III. ADJOURN:

Mayor Terry ended the worksession at 5:00 PM.

Sean Terry, Mayor

Minutes Acceptance: Minutes of Apr 20, 2018 10:00 AM (Minutes Approval)

Vicki Faulkner, TRMC
City Secretary, City of Celina, Texas

Date Minutes Approved

Minutes Acceptance: Minutes of Apr 20, 2018 10:00 AM (Minutes Approval)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Development Services
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re: Final Plat for Light Farms Brenham Neighborhood

Action Requested:

Consider and act upon a Final Plat for Light Farms Brenham Neighborhood, being an approximately 26.15 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas, generally located north of Frontier Parkway, south of CR 51, west of the BNSF Railroad, and east of Dallas Parkway, containing 127 residential lots, and seven open space lots. (Light Farms Brenham) (Jackson)

Applicant:

Huitt Zollars Engineering
1717 McKinney Ave Suite 1400
Dallas TX 75202

Owner:

Republic Property Group
8401 N. Central Expwy, Suite 350
Dallas, TX 75225

Background Information:

Staff has reviewed the proposed Final Plat for Light Farms The Brenham Neighborhood and determined that the plat meets all the requirements of the Subdivision Ordinance

Board Review/Citizen Input:

At the Planning and Zoning Commission meeting on April 17, 2018 the Commission recommended their unanimous approval of the proposed plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

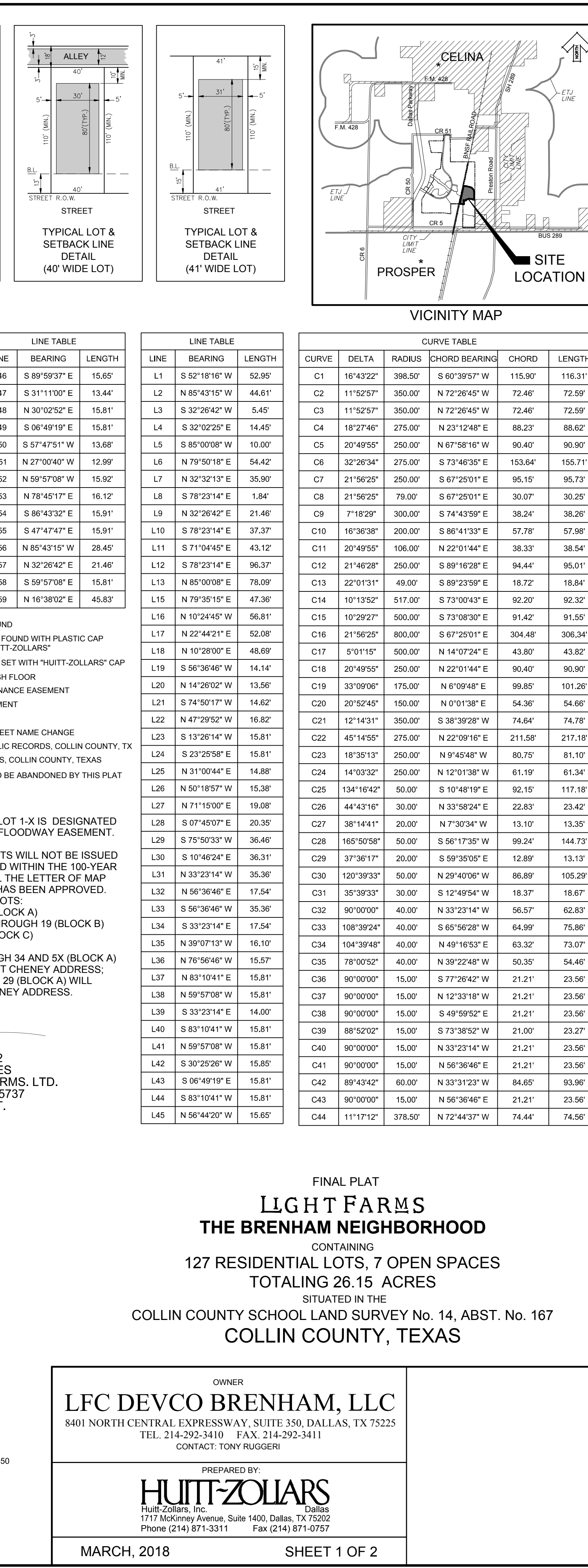
N/A

Supporting Documents:

- Proposed Plat

Staff Recommendation:

Staff recommends approval.



STATE OF TEXAS

COUNTY OF COLLIN

OWNER'S CERTIFICATE

WHEREAS, LFC DEVCO BRENHAM, LLC ("Company") is the owner of a tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas and being all of that tract of land as described in instrument to LFC DEVCO BRENHAM, LLC (BRENHAM) as recorded in Document No. 20170426000530030 of the Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the north right-of-way line of Worthington Way, (a variable width right-of-way as shown on plat recorded under County Clerk's File No. 2016-600 of the Plat Records of Collin County, Texas), at the intersection with the easterly right-of-way line (100' right-of-way) of the Burlington Northern Santa Fe Railway Company (formerly Red River Texas & Southern Railway Co.) as recorded in Volume 121, Page 20, O.P.R.C.C.T.;

THENCE, North 11 degree 20 minutes 28 seconds East along easterly right-of-way line of Burlington Northern Santa Fe Railway Company, a distance of 1,037.73 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE, North 84 degrees 14 minutes 18 seconds East departing said easterly right-of-way line of Burlington Northern Santa Fe Railway Company, a distance of 116.33 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" for the beginning of a curve to the right having a central angle of 38 degrees 12 minutes 23 seconds, a radius of 276.40 feet and being subtended by a 180.92 foot chord which bears South 76 degrees 39 minutes 30 seconds East;

THENCE easterly along said curve to the right, an arc distance of 184.31 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE, South 57 degrees 33 minutes 18 seconds East a distance of 418.79 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE, South 74 degrees 41 minutes 43 seconds East a distance of 41.62 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE, South 57 degrees 33 minutes 18 seconds East a distance of 70.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE, South 44 degrees 12 minutes 31 seconds East a distance of 257.53 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE, North 85 degrees 00 minutes 08 seconds East a distance of 96.66 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the east line of the aforementioned Brenham tract, also being on the west line of a 113.548 acre tract of land described in instrument to CADG Ownsby Farms, LLC, (Ownsby) as recorded under the Document No. 20150306000243010, O.P.R.C.C.T.;

THENCE, South 0 degrees 28 minutes 05 seconds East along the east line of said Brenham tract and west line of said 113.548 acre tract (Ownsby), a distance of 788.29 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the northerly right-of-way line of John Campbell Trail (60 foot right-of-way as shown on the aforementioned plat of Worthington Way), said point also being on a non-tangent curve to the left having central angle of 16 degrees 43 minutes 22 seconds, a radius of 398.50 feet and being subtended by a 115.90 foot chord which bears South 60 degrees 39 minutes 57 seconds West;

THENCE southwesterly along said northerly right-of-way line of John Campbell Trail and curve to the left, an arc distance of 116.31 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE, South 52 degrees 18 minutes 16 seconds West continuing along the northerly line of said John Campbell Trail, a distance of 52.95 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for a corner;

THENCE, North 85 degrees 43 minutes 15 seconds West continuing along a northerly right-of-way corner clip at the intersection with the aforementioned Worthington Way, a distance of 44.61 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for a corner, said point being on the northerly right-of-way line of Worthington Way (70 foot right-of-way at this point) and the beginning of a non-tangent curve to the left having a central angle of 33 degrees 17 minutes 14 seconds, a radius of 635.00 feet and being subtended by a 363.75 foot chord which bears North 61 degrees 44 minutes 37 seconds West;

THENCE continuing westerly along the northerly right-of-way line of Worthington Way the following:

Along said curve to the left, an arc distance of 368.92 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

North 78 degrees 23 minutes 14 seconds West a distance of 397.12 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 11 degrees 52 minutes 57 seconds, a radius of 350.00 feet and being subtended by a 72.46 foot chord which bears North 72 degrees 26 minutes 45 seconds West;

Along said curve to the right, an arc distance of 72.59 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the point of reverse curvature of a curve to the left having a central angle of 11 degrees 52 minutes 57 seconds, a radius of 350.00 feet and being subtended by a 72.46 foot chord which bears North 72 degrees 26 minutes 45 seconds West;

Along said curve to the left, an arc distance of 72.59 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve (a 100 foot right-of-way at this point);

North 78 degrees 23 minutes 14 seconds West a distance of 199.91 feet to the POINT OF BEGINNING and containing 26.15 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LFC DEVCO BRENHAM, LLC ("Company"), acting herein by and through their respective duly authorized officer(s), do hereby adopt this plat designating the herein described property as **LIGHT FARMS, THE BRENHAM NEIGHBORHOOD**, an addition to Collin County, Texas within the extra-territorial jurisdiction of the City of Celina, Texas. Company does hereby dedicate, in fee simple, to the Collin County Municipal Utility District No. 1 ("District") forever, the easements and public use areas, streets, rights-of-way, and public improvements contained therein. District does hereby dedicate for the public use forever, the easements and public use areas, the streets, rights-of-way, and public improvements contained therein. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. Notwithstanding the foregoing, the District does hereby dedicate to the City of Celina all water and sanitary sewer improvements contained in the right-of-way and easements as shown on this plat in consideration for the City of Celina's agreement to utilize such improvements to serve property within the District. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limit the use to particular utilities, said use by public utilities being subordinate to the public's, District's and City of Celina's use thereof. The City of Celina, District and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said rights-of- way and easements. The City of Celina, District and public utility entities shall at all times have the full right of ingress and egress to or from their respective rights-of-way and easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas,

WITNESS, my hand, this the day of, 2018.

LFC DEVCO BRENHAM, LLC, a Texas limited liability company

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

By: RJM/Celina III GP, Inc., a Texas corporation, General Partner

Authorized Signature of LFC Devco, LLC, Owner

.....
Tony Ruggeri, Co-CEO

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Tony Ruggeri, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this day of, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

CERTIFICATE OF APPROVAL

Approved this day of, 2018
by the COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No. 1

.....
Keller W. Webster President Collin County Municipal Utility District No. 1

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Keller W. Webster, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this day of, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

PREPARER'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Mitchell S. Pillar do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Celina, Texas.

.....
Mitchell S. Pillar, Registered Professional Land Surveyor
Texas Registration No. 5491
HUITT-ZOLLARS, Inc.
Firm Registration No. 10025600

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mitchell S. Pillar, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this day of, 2018.

Notary Public in and for the State of Texas

My Commission Expires On:

PROPERTY LOCATION STATEMENT
This property is located in the extraterritorial jurisdiction of the City of Celina, Collin County, Texas.

Signature of Mayor Date of approval

ATTEST:

City Secretary Date

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on the plat.

RECOMMENDED BY: Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson Date of Recommendation

APPROVED BY: City Council
City of Celina, Texas

Signature of Mayor Date of Approval

ATTEST:

City Secretary

FINAL PLAT
LIGHT FARMS
THE BRENHAM NEIGHBORHOOD
CONTAINING
127 RESIDENTIAL LOTS, 7 OPEN SPACES
TOTALING 26.15 ACRES
SITUATED IN THE
COLLIN COUNTY SCHOOL LAND SURVEY No. 14, ABST. No. 167
COLLIN COUNTY, TEXAS

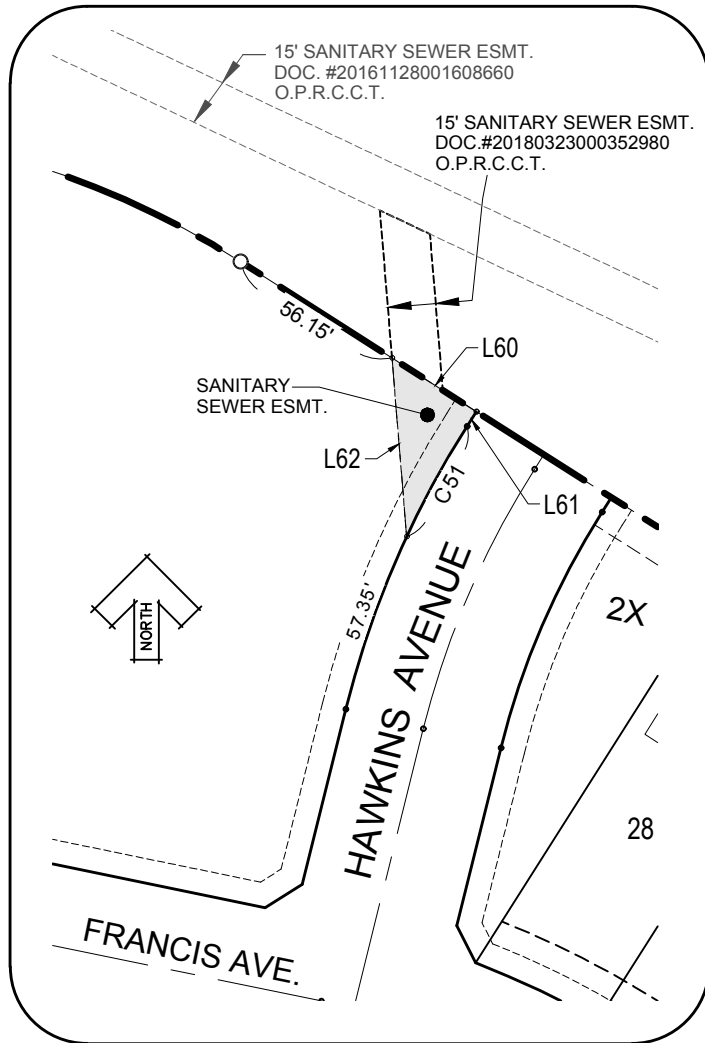
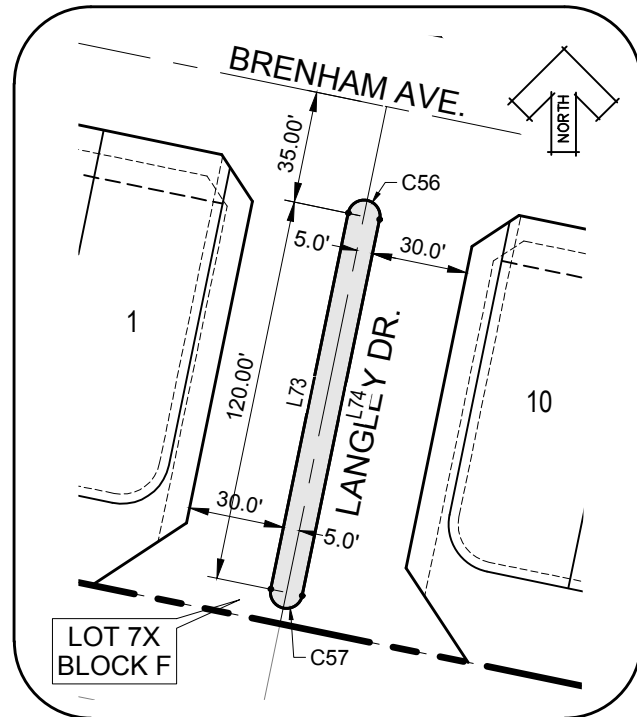
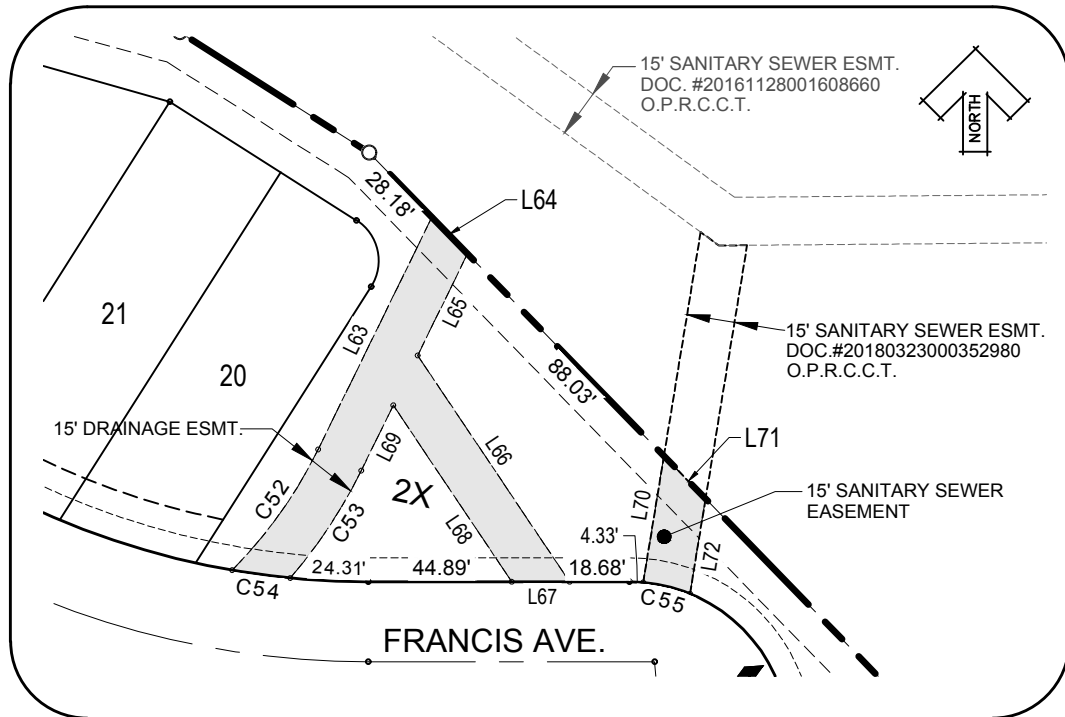
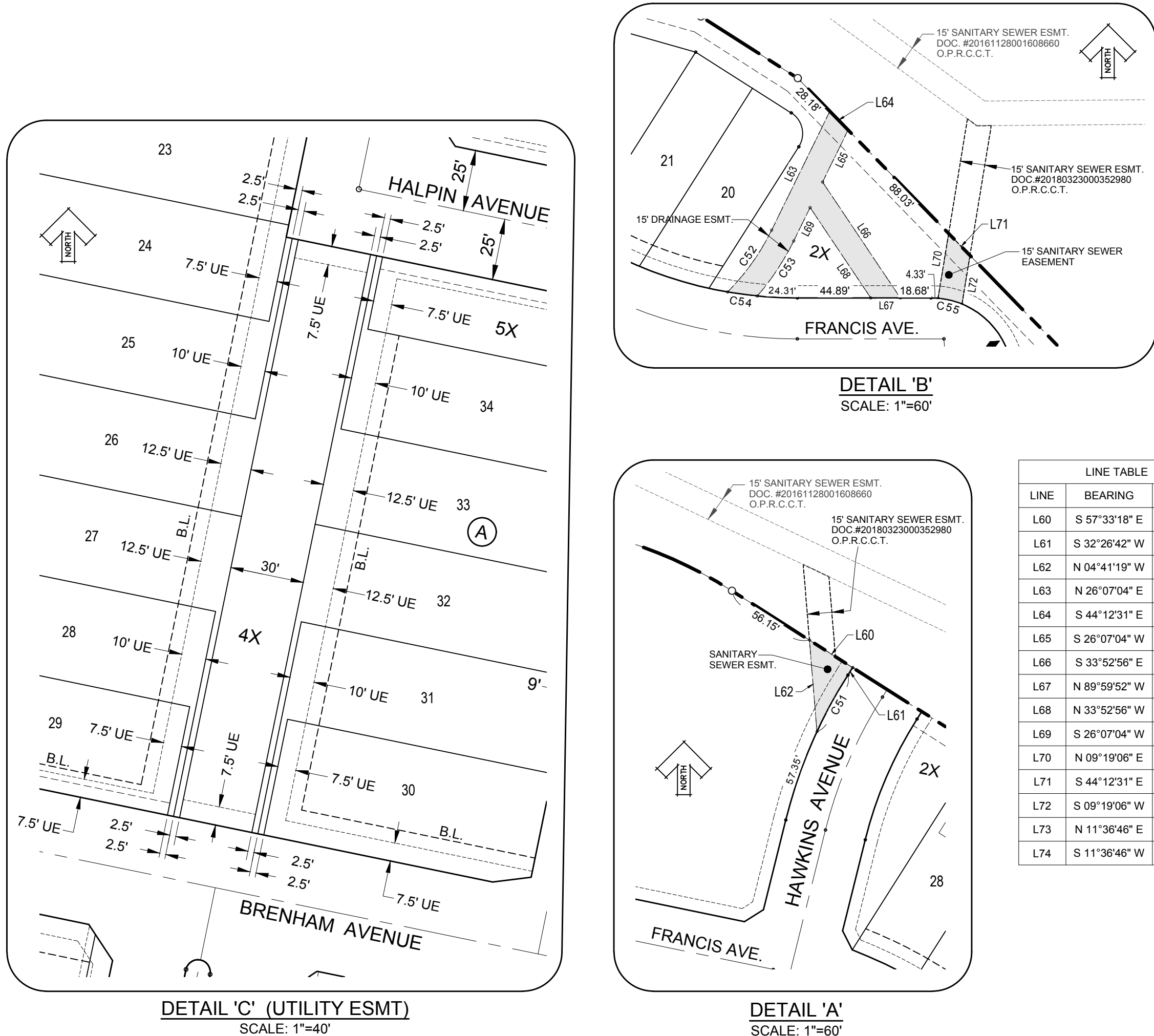
OWNER
LFC DEVCO BRENHAM, LLC
8401 NORTH CENTRAL EXPRESSWAY, SUITE 350, DALLAS, TX 75225
TEL. 214-292-3410 FAX. 214-292-3411
CONTACT: TONY RUGGERI

PREPARED BY:
HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3311 Fax (214) 871-0757

MARCH, 2018 SHEET 2 OF 2

CITY PROJECT NUMBER: P-201703-03

PROJECT NUMBER: R013905.65



LINE TABLE		
LINE	BEARING	LENGTH
L60	S 57°33'18" E	31.24'
L61	S 32°26'42" W	5.45'
L62	N 04°41'19" W	56.02'
L63	N 26°07'04" E	80.72'
L64	S 44°12'31" E	15.93'
L65	S 26°07'04" W	35.33'
L66	S 33°52'56" E	85.12'
L67	N 89°59'52" W	18.07'
L68	N 33°52'56" W	66.39'
L69	S 26°07'04" W	22.71'
L70	N 09°19'06" E	40.01'
L71	S 44°12'31" E	18.65'
L72	S 09°19'06" W	30.05'
L73	N 11°36'46" E	120.00'
L74	S 11°36'46" W	120.00'

NOTES:

- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THE OWNERSHIP, CARE AND MAINTENANCE OF ALL COMMON AREA LOTS 1X, 2X, 3X, 4X, 5X, 6X & 7X IS THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
- FOR LOTS 40', 50', OR 60' WIDE WITH J-DRIVE, FRONT YARD SETBACK MAY BE REDUCED BY FIVE (5) FEET.
- ALL LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION USING A 5/8 INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS" IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET REBAR, AN X CUT OR P.K. NAIL WILL BE UTILIZED. THE CENTERLINE OF THE STREET RIGHT-OF-WAY WILL BE MONUMENTED WITH A SCRIBED "X" IN CONCRETE AT P.C.'S, P.T.'S AND INTERSECTION POINTS.
- THE HOMEOWNER'S ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER SYSTEM AND STORM DRAINAGE SYSTEM ON PRIVATE PROPERTY. HOMEOWNER'S ASSOCIATION SHALL FURTHER HOLD THE CITY OF CELINA HARMLESS FROM ANY DAMAGES TO PERSONS, TO THE OWNER'S LOT OR ANY LOT ARISING FROM SUCH MAINTENANCE RESPONSIBILITY. THE DRAINAGE EASEMENT SHOWN HEREUNDER SHALL NOT CREATE ANY AFFIRMATIVE DUTY TO THE CITY TO REPAIR, MAINTAIN OR CORRECT ANY CONDITION THAT EXISTS OR OCCURS DUE TO THE NATURAL FLOW OF STORM WATER RUNOFF, INCLUDING BUT NOT LIMITED TO, STORM WATER OVERFLOW, EROSION AND SLOUGHING, LOSS OF VEGETATION AND TREES, SUBSIDENCE, AND INTERFERENCE WITH STRUCTURES. THE CITY RETAINS THE RIGHT TO ENTER UPON THESE EASEMENTS FOR PUBLIC PURPOSES.



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: May 8, 2018
 Re: Lilyana Phase 2A-1 Final Plat

Action Requested:

Consider and act upon a Final Plat for Lilyana Phase 2A-1, being an approximately 21.347 acre tract of land in the Johnathan Westhove Survey, Abstract No. 1030 and the W. Wilhite Survey, Abstract No. 1002, Collin County, Texas. The property is generally located north of FM 1461 (Frontier Parkway) and west of CR 84 (Wells Road). (Lilyana Phase 2A-1 Final Plat) (Jackson)

Applicant:

Spiars Engineering
 765 Custer Road, Suite 100
 Plano, TX 75075

Owner:

Hillwood Communities
 3090 Olive Street, Suite 300
 Dallas, TX 75219

Background Information:

Lilyana is a residential community that is being developed in phases. This phase is 2A-1 and is comprised of 99 residential lots and seven (7) HOA or common area lots. Staff has reviewed the plat and determined that it meets all the requirements of the Subdivision Ordinance.

Board Review/Citizen Input:

At the Planning and Zoning Commission meeting on April 17, 2018 the Commission recommended their unanimous approval of the proposed plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

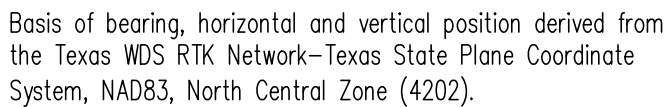
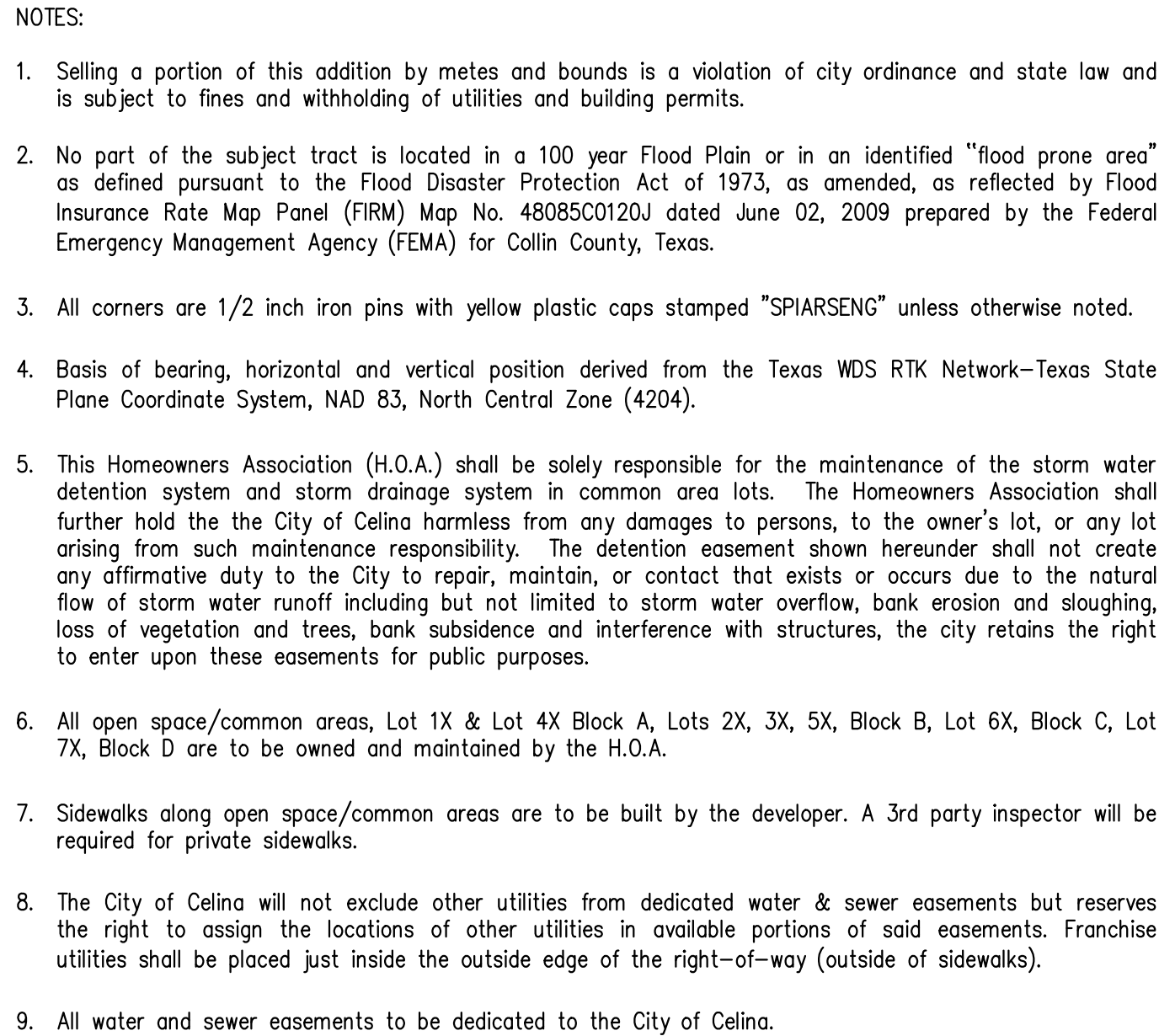
N/A

Supporting Document:

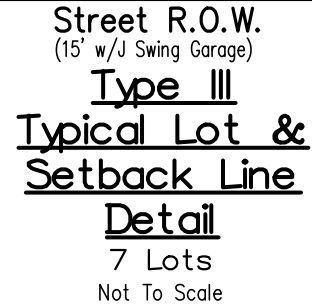
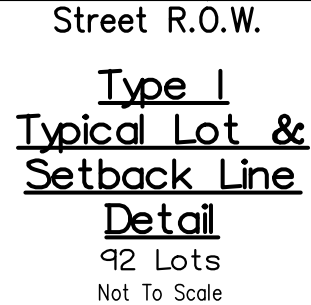
Proposed Final Plat

Staff Recommendation:

Staff recommends approval.



LEGEND	
(Not all items may be applicable)	
○	1 1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPARSING SET, UNLESS OTHERWISE NOTED"
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Exptl.	EASEMENT
ULB	UTILITY
DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
STE	STREET EASEMENT
WME	WALL MAINTENANCE EASEMENT
LE	LANDSCAPE EDGE EASEMENT
HBE	HIKE & BIKE TRAIL EASEMENT
VM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
(BIP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
BL	BUILDING LINE
◆	STREET NAME CHANGE
(A)	BLOCK DESIGNATION
COB	HOUSE FRONT ORIENTATION
Vol.	CABINET
VOL	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FRTS	FLOOD INSURANCE RATE MAP
NIS	NOT TO SCALE
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
(PRCCT)	DEED RECORDS, COLLIN COUNTY, TEXAS
(PRCCT)	PLAT RECORDS, COLLIN COUNTY, TEXAS
(OPRCCT)	PUBLIC PUBLIC RECORDS, COLLIN COUNTY, TEXAS



Lot Line Table			
Line #	Length	Direction	
L1	14.14'	S 45°14'00"	E
L2	14.14'	S 44°46'00"	W
L3	14.14'	S 45°14'00"	E
L4	11.65'	S 44°49'07"	W
L5	11.58'	S 45°10'53"	E
L6	14.14'	N 44°46'00"	E
L7	28.26'	S 45°10'53"	E
L8	28.31'	S 44°49'07"	W
L9	14.14'	S 44°46'00"	W

EXISTING LILYANA LOTS				
PHASE	LOT TYPE I (50') (MAX 50%)	LOT TYPE II (60') (MIN 30%)	LOT TYPE III (74') (MIN 20%)	TOTAL
PHASE 1	96	113	84	293
TOTAL	96	113	84	293
PERCENTAGE	32.7%	38.6%	28.7%	100%

PROPOSED LILYANA LOTS				
PHASE	LOT TYPE I (50') (MAX 50%)	LOT TYPE II (60') (MIN 30%)	LOT TYPE III (74') (MIN 20%)	TOTAL
EXISTING PHASES	96	113	84	293
PHASE 2A-1	92		7	99
REMAINING PHASES	48	293	179	959
TOTAL	675	406	270	1351
PERCENTAGE	50.0%	30.0%	20.0%	100%

FINAL PLAT
LILYANA PHASE 2A-1
99 RESIDENTIAL LOTS & 7 OPEN SPACE LOTS
TOTALING 21.347 ACRES
OUT OF THE
JONATHAN WESTOVER SURVEY ~ ABSTARCT NO. 1030
W. WILHITE SURVEY ~ ABSTRACT NO. 1002
IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

OWNER / APPLICANT
CELINA DEVELOPMENT, LLC
 Victory Park
 3000 Turtle Creek Blvd.
 Dallas, Texas 75219
 Telephone (214) 777-4396
 Contact: Patrick Cowden

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Tim Spiars

SHEET 1 OF 2

Scale: 1"=100' March 9, 2018 SEI Job No. 17-041 2A-1

Drawing: 20187-00001-2-04d Liliyana Phase 2A-1 Final Plat 2A-1 Final Plat.dwg, Saved By: jshubert, Date: 3/9/2018, 8:32:58 AM
Printed By: jshubert, Print Date: 3/9/2018, 8:32:58 AM

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	A	6,000	0.138
2	A	6,000	0.138
3	A	6,000	0.138
4	A	6,000	0.138
5	A	6,000	0.138
6	A	6,000	0.138
7	A	6,000	0.138
8	A	6,000	0.138
9	A	6,000	0.138
10	A	6,000	0.138
11	A	6,000	0.138
12	A	6,000	0.138
13	A	6,000	0.138
14	A	6,000	0.138
15	A	6,000	0.138

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	B	6,000	0.138
2	B	6,000	0.138
3	B	6,000	0.138
4	B	6,000	0.138
5	B	6,000	0.138
6	B	6,000	0.138
7	B	6,000	0.138
8	B	6,000	0.138
9	B	6,000	0.138
10	B	6,000	0.138
11	B	6,000	0.138
12	B	6,000	0.138
13	B	6,000	0.138
14	B	6,000	0.138
15	B	6,000	0.138
16	B	6,000	0.138
17	B	6,000	0.138
18	B	6,000	0.138
19	B	6,000	0.138
20	B	6,000	0.138
21	B	6,000	0.138
22	B	6,000	0.138
23	B	6,000	0.138
24	B	6,000	0.138
25	B	6,000	0.138
26	B	6,000	0.138
27	B	6,000	0.138
28	B	6,000	0.138
29	B	6,000	0.138
30	B	6,000	0.138
31	B	6,000	0.138
32	B	6,000	0.138
33	B	9,781	0.225
34	B	9,791	0.225
35	B	9,801	0.225
36	B	9,811	0.225
37	B	9,821	0.225
38	B	9,831	0.226
39	B	9,807	0.225

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	C	6,240	0.143
2	C	6,240	0.143
3	C	6,240	0.143
4	C	6,240	0.143
5	C	6,240	0.143
6	C	6,240	0.143
7	C	6,240	0.143
8	C	6,240	0.143
9	C	6,240	0.143
10	C	6,240	0.143
11	C	6,240	0.143
12	C	6,240	0.143
13	C	6,240	0.143
14	C	6,240	0.143
15	C	7,390	0.170
16	C	7,390	0.170
17	C	6,240	0.143
18	C	6,240	0.143
19	C	6,240	0.143
20	C	6,240	0.143
21	C	6,240	0.143
22	C	6,240	0.143
23	C	6,240	0.143
24	C	6,240	0.143
25	C	6,240	0.143
26	C	6,240	0.143
27	C	6,240	0.143
28	C	6,240	0.143
29	C	6,240	0.143
30	C	6,240	0.143

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	D	6,240	0.143
2	D	6,240	0.143
3	D	6,240	0.143
4	D	6,240	0.143
5	D	6,240	0.143
6	D	6,240	0.143
7	D	6,240	0.143
8	D	6,240	0.143
9	D	6,240	0.143
10	D	6,240	0.143
11	D	6,240	0.143
12	D	6,240	0.143
13	D	6,240	0.143
14	D	6,240	0.143
15	D	7,390	0.170

Open Space Area Table			
Lot #	Block #	Square Feet	Acres
1X	X	4,750	0.109
2X	X	20,875	0.479
3X	X	64,292	1.476
4X	X	1,150	0.026
5X	X	2,300	0.053
6X	X	2,300	0.053
7X	X	1,150	0.026

STATE OF TEXAS §
§
COUNTY OF COLLIN §

WHEREAS, Celina Development LLC is the Owner of land situated in the Jonathan Westover Survey, Abstract No. 1030 and W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, the subject tract being a portion of a tract conveyed to Celina Development, LLC according to the deed recorded in Document No. 20151123001468620 of the Official Public Records, Collin County, Texas (DRCTT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod on the east line of said Celina Development LLC tract, and the west line of 40 foot right-of-way dedication for County Road No. 84 as shown on the final plat of Twelve Oaks , an addition to the City of Celina, Texas as recorded in Cabinet N, Slide 755 of the Plat Records, Collin County, Texas also being the northeast corner of Liliyana Phase 1, an addition to City of Celina, Texas as recorded in Cabinet 2017, Page 199, Plat Records, Collin County, Texas;

THENCE along the northerly line of said Liliyana Phase 1, the following:

S 89°52'13" W, 30.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 44°49'07" W, 28.31 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 89°46'00" W, 119.34 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 45°14'00" W, 14.14 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 00°14'00" W, 15.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 89°46'00" W, 50.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 00°14'00" E, 51.59 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 89°46'00" W, 800.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 00°14'00" W, 110.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 44°46'00" E, 14.14 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 89°46'00" E, 10.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 00°14'00" W, 50.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 89°46'00" W, 10.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 45°14'00" W, 14.14 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 00°14'00" W, 220.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 44°46'00" E, 14.14 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 89°46'00" E, 10.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 00°14'00" W, 50.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 89°46'00" W, 10.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 45°14'00" W, 14.14 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 00°14'00" W, 220.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 44°46'00" E, 14.14 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 89°46'00" E, 10.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 00°14'00" W, 50.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 45°14'00" W, 14.14 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 89°46'00" W, 10.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 00°89'46" W, 800.00 feet to a 5/8" iron rod with with plastic cap stamped "SPIARSENG" set;
N 00°14'00" W, 110.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 45°14'00" E, 14.14 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 89°46'00" W, 40.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 00°14'00" W, 50.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 89°46'00" E, 40.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 44°46'00" W, 14.14 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 00°14'00" W, 40.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 89°46'00" E, 50.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 00°14'00" E, 40.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 45°14'00" W, 14.14 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 89°46'00" W, 121.16 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
S 44°48'57" W, 28.31 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;
N 89°51'54" E, 30.00 feet to a 5/8" iron rod with plastic cap stamped "Huitt-Zollars" found;

THENCE S 00°08'06" E, 61.40 feet to a point on the east line said Celina Development LLC tract and the west line of 30 foot right-of-way dedication for said County Road No. 84 as shown on the final plat of Wilson Creek Estates, an addition to the City of Celina, Texas as recorded in Cabinet J, Slide 605 of the Plat Records, Collin County, Texas;

THENCE S 00°07'47" E, 952.01 feet continuing along said east line of Celina Development LLC, tract and said Twelve Oaks, to the POINT OF BEGINNING with the subject tract containing 929,889 square feet or 21.347 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Celina Development, LLC, acting herein by and through his/her(its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as LILYANA PHASE 2A-1, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

Open Spaces 1X thru 7X described in Liliyana Phase 2A-1, an addition to the city of Celina, Texas are hereby dedicated, in fee simple to the Home Owners Association (H.O.A.) for Liliyana Phase 2A-1 forever.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas

WITNESS, my hand this the _____ day of _____, 2018.

CELINA DEVELOPMENT, LLC

By: Elaine Ford
Senior Vice President

NOTARY CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared Elaine Ford, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my and seal of office, this _____ day of _____, 2018.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Darren K. Brown, of Spiars Engineering, Inc., do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Celina, Texas.

Darren K Brown, RPLS 5252



NOTARY CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared Darren K Brown, Registered Public Land Surveyor known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my and seal of office, this _____ day of _____, 2018.

Notary Public in and for the State of Texas

DRAINAGE AND DETENTION EASEMENT

This plat is hereby adopted by the Owners and approved by the City of Celina (Called 'City') subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The portion of Lot 3X, Block B, as shown on the plat is called 'Drainage and Detention Easement.' the Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the city shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the failure of any structure or structures, within the easement.

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson Date of Recommendation

APPROVED BY: City Council
City of Celina, Texas

Signature of Mayor Date of Approval

ATTEST:

City Secretary Date

PROPERTY LOCATION STATEMENT

This property is located in the corporate limits (or the extraterritorial jurisdiction) of the City of Celina, Collin County, Texas.

Signature of Mayor Date of Approval

ATTEST:

City Secretary Date

FINAL PLAT
LILYANA PHASE 2A-1

99 RESIDENTIAL LOTS & 7 OPEN SPACE LOTS
TOTALING 21.347 ACRES

OUT OF THE
JONATHAN WESTOVER SURVEY ~ ABSTARCT NO. 1030
W. WILHITE SURVEY ~ ABSTRACT NO. 1002
IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS

OWNER / APPLICANT
CELINA DEVELOPMENT, LLC
Victory Park
3000 Turtle Creek Blvd.
Dallas, Texas 75219
Telephone (214) 777-4396
Contact: Patrick Cowden

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Tim Spiars

SHEET 2 OF 2

Scale: 1"=100' March 9, 2018 SEI Job No. 17-041 2A-1



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: May 8, 2018
 Re: County Road Name Change Resolution

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, changing the names of three county roads: CR 1117, (Old Log Trail), CR 103, and CR 105 (Bobcat Trail). (County Road Name Changes) (Jackson)

Background Information:

The City of Celina adopted a street name policy for streets that are shown on the Thoroughfare Plan on May 12, 2015. This document assigns historic family names to the major streets and arterials throughout the City and its extraterritorial jurisdiction (ETJ). As tracts develop adjacent to roadways that have “CR” or “FM” designations, it has been the policy of the City to institute the assigned road name change to the entire length of the roadway at the same time the development occurs.

Three county identified roads - CR 1117, CR 103, and CR 105 - are experiencing development adjacent to the rights-of-way. These roads are not part of the City’s Thoroughfare Plan. However, the City desires to rename these streets to reflect the history and character of Celina as follows:

- CR 1117, from CR 53 to Glendenning Parkway shall be renamed “Old Log Trail”
- CR 103 and CR 105, from N. Preston Road to Four Winds Drive shall be renamed “Bobcat Trail.”

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

There will be a small cost to the City to replace the street signs along these roadways.

Legal Review:

The City Attorney has reviewed the resolution and approved it for form.

Supporting Document:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
 OF CELINA, TEXAS HEREBY REVISING THE CITY OF
 CELINA'S STREET NAME APPROVAL POLICY;
 PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

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

SECTION 1: The following street names shall be changed immediately, street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 1117, from County Road 53 to the limits of its northern extension at the intersection of Glendenning Pkwy, shall become "Old Log Trail" as depicted in Exhibit "A"
- County Road 103 & County Road 105 from N Preston Road to the limits of its eastern extension shall become "Bobcat Trail" as depicted in Exhibit "B"

SECTION 3: The City Council reviewed the revised Policy and hereby adopts the same,

SECTION 4: This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this __8th day of May, 2018.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

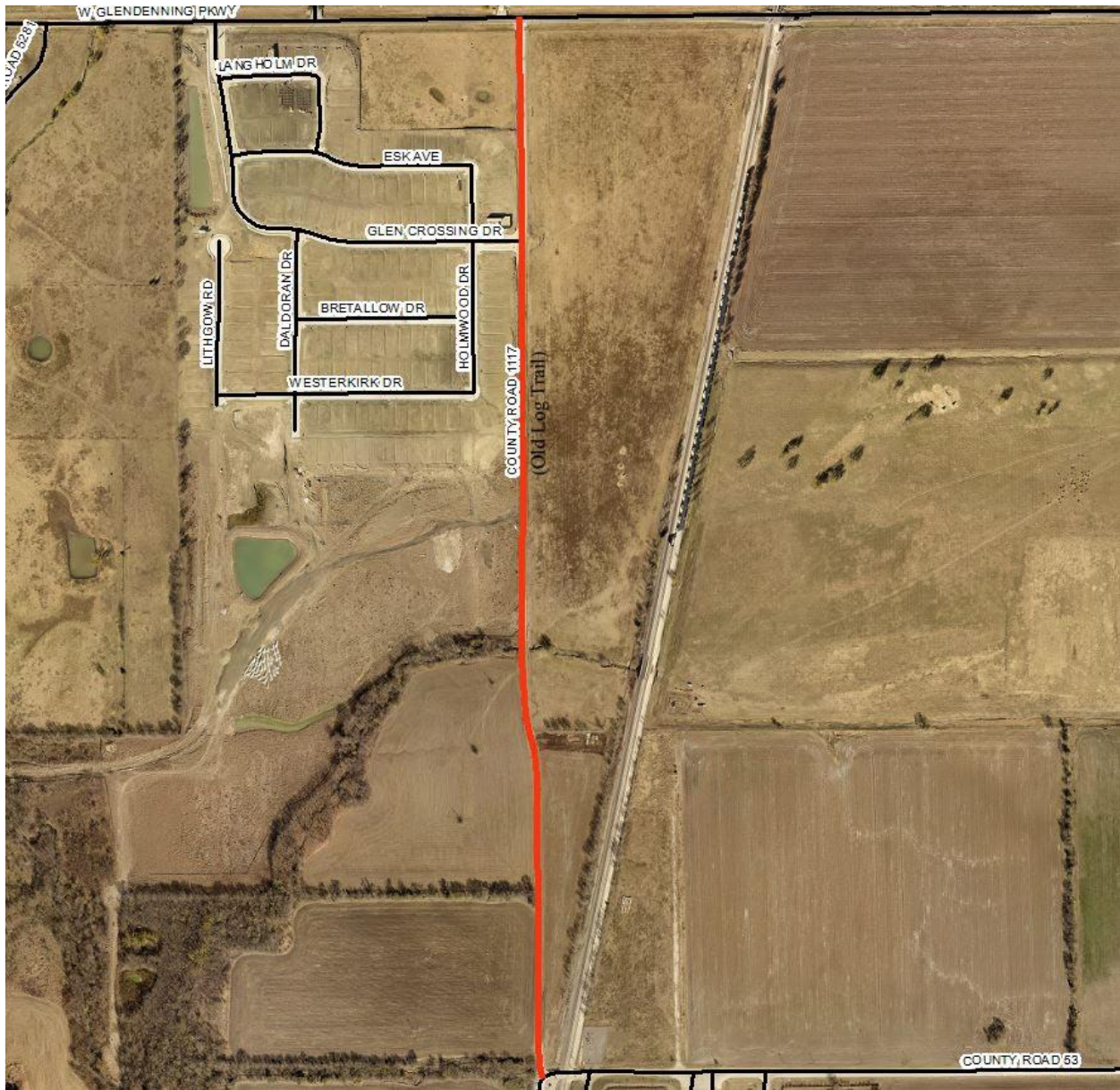
APPROVED AS TO FORM:

Lance Vanzant, Attorney for the City
City of Celina, Texas

DRAFT

Attachment: Proposed Resolution (County Road Name Change Resolution)

Exhibit "A"
Proposed County Road 1117 renaming limits



Attachment: Proposed Resolution (County Road Name Change Resolution)

Exhibit "B"
Proposed County Road 103 & 105 renaming limits



Attachment: Proposed Resolution (County Road Name Change Resolution)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Alexis Jackson, Director of Development Services
Date: May 8, 2018
Re: Mosquito Management Contract

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute a Professional Services Agreement for Mosquito Services with PRP services LLC. D/B/A Municipal Mosquito. (Mosquito Control Services) (Jackson)

Background Information:

This item authorizes the City Manager to execute a Professional Services Agreement for mosquito testing and management services.

The funds for the service were approved in the FY17-18 Budget.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Costs are not to exceed \$15,000 for the remainder of Fiscal Year 2017-2018.

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Mosquito Professional Services Agreement
- Mosquito Management Contract

Staff Recommendation:

Staff recommends approval.

Contract for Contingency Mosquito Control Services

City of Celina, Texas



**TDA SPCS 0666439
TDA 0714984**

**P.O. Box 831863
Richardson, Texas 75083**

Office: 214-612-8044

Email: Info@MunicipalMosquito.com

www.MunicipalMosquito.com

Attachment: Mosquito Management Contract (Mosquito Management Contract)

Licensed and Regulated by: Texas Department of Agriculture P.O. Box 12847 Austin, TX 78711-2847 Phone (866) 918-4481, Fax (888) 232-2567

CONTINGENCY MOSQUITO CONTROL SERVICE FROM MUNICIPAL MOSQUITO
TO CITY OF CELINA, TEXAS

AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS ("CITY") AND PRP SERVICES, L.L.C. d/b/a MUNICIPAL MOSQUITO ("MUNCIPAL MOSQUITO") FOR MOSQUITO CONTROL SERVICES

1. Retention of Services

- 11** City of Celina hereby retains PRP Services, L.L.C. d/b/a Municipal Mosquito to provide contingency Adult mosquito control services for the City of Celina Mosquito Control Program. Municipal Mosquito shall provide a limited scope of service for controlling mosquitoes to help in reducing potential disease transmission. The pricing for adult mosquito control services are outlined in the contract below (specifically Attachment "A") understanding mosquito management services shall be provided as requested and directed by City.

2. Term: Extension: and Termination

- 21** This Contract is for a 12-month contract term beginning on the date of execution by the City ("Effective Date"). Execution of this Contract obligates the City of Celina to compensate Municipal Mosquito according to the pricing schedule **Attachment "A"** of this Contract upon the performance of the services set forth herein, and in consideration of the terms and conditions provided herein.

22 Contract Extension

The Contract shall be for a period of one (1) year from the date of execution with the option to renew for four (4) additional one-year periods, if the renewal is agreed to in writing by both parties before the end of the Contract term. Contract renewal implies adherence to the same terms and conditions, unless agreed upon by both parties through written contract amendment. A price re-determination, not to exceed 4% annually, may be approved by the City only at the anniversary date of the Contract.

23 Termination

The City may terminate this Contract for any reason or no reason with thirty (30) days written notice to Municipal Mosquito. Termination of this Contract by the City shall not waive any other rights or warranties available to the City at law or in equity.

3. Location Description

- 31** The services which are described in this contract shall be strictly limited to the area confined within the geographic area which is commonly known as being within the corporate limits of the City of Celina, the County of Collin, and the State of Texas. Municipal Mosquito shall not be required by the terms hereof to render the herein before described services in any geographic location not situated within the confines of the area designated above.

4. Pre-Spray Operational Procedures

- 41** Municipal Mosquito will follow strict adult mosquito control guidelines and will only adulticide when justified by the City of Celina Arbovirus Response Program guidelines and thresholds. All adult mosquito control applications will be made only after written permission is obtained from the City.
- 42** All mosquito control missions shall occur at the direction of the City. City staff shall notify Municipal Mosquito at least twenty-four hours prior to altering any previously agreed upon schedule(s).
- 43** City will obtain and/or furnish right-of-access on any project site for Municipal Mosquito to perform any requested inspections, tests, surveillance, application, or investigation in relation to the Scope of Services. Municipal Mosquito will take reasonable precautions to avoid and/or minimize damage to the personal or real property in the performance of such inspections, tests, surveillance, applications, or investigations.

5. Product

- 51 Municipal Mosquito currently utilizes a water based synergized permethrin formulation for ULV applications and recommends mid-level labeled application rate of active ingredient per acre. Other materials, application rates, and chemical classes may be utilized for specialty applications. City must advise Municipal Mosquito regarding the desired application rate at least 24 hours in advance of any requested fogging services.

6. Adult Mosquito Control Equipment

- 61 For street level and off-road applications, Municipal Mosquito primarily utilizes the Phoenix Fogger ULV sprayer, considered to be the industry standard. For more focused application techniques, Municipal Mosquito utilizes backpack ULV/misting machines from various manufacturers and IGEBAs thermal foggers. During any adult mosquito application, technicians will be recording various events that occur during the application sequence; i.e. operator and/or vehicle identification, ground speed, "No Spray Zones", type of insecticide, total insecticide dispensed, and total area or distance treated. Municipal Mosquito application equipment is annually calibrated and analyzed for proper droplet pattern to insure correct operation and application.

7. Reporting

- 71 Municipal Mosquito shall provide written and digital documentation of all services provided to City of Celina and retain application records as directed by Texas Department of Agriculture Structural Pest Control Service (TDA/SPCS) and TCEQ NPDES.

8. CONDITIONS OF PROPOSED SERVICES

81 HOLD HARMLESS

- 8.1.1 PRP SERVICES, L.L.C. D/B/A MUNICIPAL MOSQUITO SHALL HOLD CITY OF CELINA AND ITS AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, CAUSED BY, ARISING OUT OF OR RESULTING FROM THE DIRECT ACT OF A MEMBER OF MUNICIPAL MOSQUITO'S STAFF IN THE COURSE OF THE PERFORMANCE OF THE SERVICE DESCRIBED IN SECTION IV-VI HEREOF AND, ON THE CONDITION THAT THAT ANY SUCH CLAIM WHICH MAY BE ASSERTED: (1) ARISES FROM BODILY INJURY, INCLUDING DEATH; (2) ARISES FROM THE DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THERE FROM; AND (3) IS CAUSED IN WHOLE OR IN PART BY AN INTENTIONAL ACT, GROSSLY NEGLIGENT ACT OR OMISSION OF A MEMBER OF THE STAFF OF MUNICIPAL MOSQUITO, ANY SUBCONTRACTOR OF MUNICIPAL MOSQUITO, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY A SUBCONTRACTOR OF MUNICIPAL MOSQUITO. SUCH OBLIGATION SHALL BE LIMITED TO THE INSURANCE COVERAGE, WHICH IS PROVIDED BY MUNICIPAL MOSQUITO PURSUANT TO THE TERMS AND CONDITIONS HEREOF. IT IS ACKNOWLEDGED AND AGREED THAT ANY LIABILITY OF MUNICIPAL MOSQUITO IN CONNECTION WITH THE SERVICES TO BE RENDERED HEREUNDER SHALL NOT INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES BASED ON ANY LOST SALES OR PROFIT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.2 WARRANTIES

- 8.2.1 PRP Services, L.L.C. d/b/a Municipal Mosquito warrants that during the period of time any services shall be rendered by Municipal Mosquito to City of Celina, Municipal Mosquito will have in full force and effect the insurance coverage as required by the City. Municipal Mosquito shall provide certificates of insurance to City upon request therefore, Municipal Mosquito warrants that, in the course of rendering the services which it is to perform

hereunder, it will exercise, in its performance of said services, the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. Other than the foregoing warranties, Municipal Mosquito makes no express or implied warranties, including without limitation, any expressed or implied warranties of merchantability or fitness for a particular purpose.

8.3 DISCLAIMERS

8.3.1 PRP Services, L.L.C. d/b/a Municipal Mosquito has not been engaged to perform any procedures, which would result in the eradication of the mosquito population in any particular area. Accordingly, Municipal Mosquito disclaims any warranty, representation or guarantee, of any type, regarding: (1) the absence or existence of mosquito-borne diseases, in or adjacent to the known breeding habitats in the Proposed Area; (2) the probability of any human or animal contracting any mosquito borne disease or infection, either before, during or after the completion of the services to be rendered by Municipal Mosquito hereunder.

8.4 INDEPENDENT CONTRACTOR

8.4.1 The parties acknowledge and agree that neither PRP Services, L.L.C. d/b/a Municipal Mosquito nor any member of its staff is an agent, employee, or representative of City in connection with the services to be performed hereunder. Rather, Municipal Mosquito is an independent contractor in connection with the services to be performed hereunder. As an independent contractor, Municipal Mosquito shall be responsible for employing and directing such personnel and agents as it may require from time to time in connection with the performance of the services to be rendered hereunder. Municipal Mosquito shall exercise complete authority over members of its staff and its agents, and shall be fully responsible for their actions. Municipal Mosquito acknowledges that neither it nor any member of its staff is entitled to unemployment insurance benefits or workers' compensation benefits from City, its elected officials, agents, or any program administered or funded by City.

9. MISCELLANEOUS

91 Authority to execute contract. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

92 Notice. Where the terms of this Contract require that notice in writing be provided, such notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

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

To Contractor:
Municipal Mosquito
Attn: Patrick Prather
P.O. Box 831863
Richardson, TX 75083

93 Assignment. This Contract is not assignable without the prior written consent of City.

94 Entire Contract. This Contract represents the entire and integrated Contract between the City and Municipal Mosquito and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both City and Municipal Mosquito.

95 Applicable law. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

This Contract shall be performable and all compensation payable in Collin County, Texas Venue and exclusive jurisdiction under this Contract lies in Collin County, Texas.

- 9.6** Severability. If any clause, paragraph, section or portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Contract initially.
- 9.7** Consideration. This Contract is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- 9.8** Representation. Each signatory representing this Contract has been read by the party for which this Contract is executed and that such party has had an opportunity to confer with its counsel.
- 9.9** Waiver. Waiver by either party or any breach of this Contract, or the failure of either party to enforce any of the provisions of this Contract, or the failure of either party to enforce any of the provisions of this Contract, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance of the Contract.
- 9.10** Miscellaneous Drafting Provisions. This Contract shall be drafted equally by all parties hereto. The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Contract are for the convenience of the parties and are not intended to be used in construing this document.
- 9.11** Counterparts. This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 10. ACCEPTANCE OF CONTRACT**
- 10.1** Municipal Mosquito, pursuant to the terms and conditions set forth above, proposes to provide services to the City, which are described in the preceding Sections 1 through 7. If the City wishes to accept the Contract which is contained herein, **Attachment "A"** which is attached hereto and incorporated by reference as though fully set forth herein, should be completed in the manner indicated thereon, including the attachment of the signature of an individual authorized to bind City of Celina and return one signed copy of this Contract, intact, to Municipal Mosquito at the address indicated hereon.

CONTRACT FOR CONTINGENCY MOSQUITO CONTROL SERVICES

IN WITNESS THEREOF, the Authorized Representatives have executed this contract on the dates written below.

Authorized Representative of the City of Celina, Texas

Name _____ Title _____

Print name _____ Date _____

Witness _____

Accepted by PRP Services, L.L.C. d/b/a Municipal Mosquito

By _____ Title _____

Date _____

The acceptance of this Contract is not valid until it is countersigned by Municipal Mosquito and returned to the City of Celina, Texas.

Attachment: Mosquito Management Contract (Mosquito Management Contract)

ATTACHMENT “A”

FEE SCHEDULE

<u>Service Provided</u>	<u>Item Price</u>	<u>Annual Fee</u>
Consulting, Training, Meeting, and Reporting Fee	\$450.00	\$450.00
Ad Hoc Mosquito Control Services		
Reiter Gravid Trap Surveillance - primary West Nile virus and St. Louis encephalitis vector Surveillance	\$105.00 each trap (set and collect)	Ad Hoc
Real time RT-PCR Disease Testing - a test pool is comprised of 50 eligible mosquitoes	\$55.00 per test pool	Ad Hoc
Real time RT-PCR Disease Testing (Additional Test Pool) - comprised of more than 50 eligible mosquitoes, up to 100	\$50.00 per test pool	Ad Hoc
Inspection Based Larvicide Application - public property, City owned property, private property as directed	\$170.00 per one hour	Ad Hoc
Truck Mounted ULV Fogging - water-based synergized permethrin product	\$46.00 per <u>one</u> linear mile “mid- label rate”	Ad Hoc
UTV Mounted ULV - paved surface or off-road areas - mid-label rate of application - water-based synergized permethrin product	\$280.00 per <u>one</u> linear mile for paved surface areas \$320.00 per <u>one</u> linear mile for off-road areas	Ad Hoc
Back Pack ULV or Residual Mist - mid-label rate of application	\$200.00 per <u>0.25</u> linear mile	Ad Hoc
Handheld Thermal Fog - mid-label rate of application	\$220.00 per <u>0.25</u> linear mile	Ad Hoc
Residual Barrier Spray - Residual application for heavy vegetation areas	\$72.00 per <u>200</u> linear feet	Ad Hoc
Vehicle Mounted Liquid Larvicide Turbine Application	\$265.00 per <u>0.25</u> linear mile	Ad Hoc
Back pack Liquid Larvicide Application - small scale application areas	\$300.00 per <u>0.10</u> linear mile	Ad Hoc
BG Sentinel Trap Surveillance - for emerging arbovirus vectors	\$210.00 each trap (set and collect)	Ad Hoc

Attachment: Mosquito Management Contract (Mosquito Management Contract)

PROFESSIONAL SERVICES AGREEMENT (Mosquito Management Services)

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **PRP Services, LLC d/b/a Municipal Mosquito**, hereinafter called "PROFESSIONAL", and the **City of Celina, Texas**, hereinafter called "CITY".

RECITALS

WHEREAS, CITY desires PROFESSIONAL to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, PROFESSIONAL has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, CITY and PROFESSIONAL agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, PROFESSIONAL agrees to provide to CITY the necessary professional services related to provision of mosquito management services as set forth in the ***Contract for Contingency Mosquito Control Services: City of Celina, Texas*** attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services"). To the extent of any conflict between the provisions set forth in the Scope of Services and the provisions contained in the main body of this Agreement, the provisions in the main body of this Agreement shall control.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until PROFESSIONAL completes the services required herein to the satisfaction of CITY, unless sooner terminated as provided in Section 8, below.

Section 3. Professional's Obligations

A. PROFESSIONAL shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, PROFESSIONAL shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for PROFESSIONAL to perform the services under this Agreement, PROFESSIONAL shall be authorized to engage the services of any agents, assistants, persons, or corporations that PROFESSIONAL may

deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to PROFESSIONAL only if authorized in writing in advance by CITY.

C. PROFESSIONAL shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. CITY agrees to pay PROFESSIONAL for all services authorized in writing and properly performed by PROFESSIONAL in accordance with Exhibit "A" set forth in the Scope of Services, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to PROFESSIONAL, by CITY, shall be based on invoices submitted by PROFESSIONAL for work performed monthly by CITY, less any previous payments, and shall be paid within 30 days of receipt of invoice by CITY.

B. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of CITY, PROFESSIONAL has not completed the work or tasks to which said payment relates.

Section 5. Responsibilities

A. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by PROFESSIONAL under this Agreement. PROFESSIONAL shall, without additional compensation, correct or revise any errors or deficiencies in the services performed.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and PROFESSIONAL shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by PROFESSIONAL's negligent performance of any of the services furnished under this Agreement.

Section 6. Time For Performance

A. PROFESSIONAL shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY's requirements and the Scope of Services. As timely performance of the services described in this Agreement is critical to obtaining the best results from the services, such services shall be completed within the times provided in the Scope of Services.

B. In the event PROFESSIONAL's performance of this Agreement is delayed or interfered with by acts of the CITY or others, PROFESSIONAL may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a

consequence of such delays. CITY understands and acknowledges that delays in performance by PROFESSIONAL caused by CITY may diminish the results from PROFESSIONAL's services and that PROFESSIONAL shall not be liable to CITY for such diminution in results.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to PROFESSIONAL, unless PROFESSIONAL shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and PROFESSIONAL have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

All surveys, studies, and other documents, including those in electronic form, prepared by PROFESSIONAL and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of CITY. Upon payment by CITY as required by this Agreement, CITY shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the PROFESSIONAL) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement. All materials and reports prepared by PROFESSIONAL in connection with this Agreement are "works for hire" and shall be the property of CITY upon payment of PROFESSIONAL as provided in this Agreement.

Section 8. Termination

A. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to PROFESSIONAL. In the event suspension or termination is without cause, payment to PROFESSIONAL, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all Project Documents to CITY.

B. Should CITY require a modification of this Agreement with PROFESSIONAL, and in the event CITY and PROFESSIONAL fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and PROFESSIONAL's services hereunder at no additional cost other than the payment to PROFESSIONAL, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by PROFESSIONAL prior to such termination date.

Section 9. Insurance

A. PROFESSIONAL shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL's performance of services pursuant to this

Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00, and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate. The Worker's Compensation Insurance Coverage requirement may be waived with a completed DWC Form 85 on file with City.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for at least thirty (30) days prior written notice to the CITY for cancellation or non-renewal of the insurance; and (3) provide for a waiver of subrogation against the CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. PROFESSIONAL shall provide written notice to the CITY of any material change of or to the insurance required herein.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

Section 12. Indemnification.

CITY shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of PROFESSIONAL pursuant to this agreement. PROFESSIONAL hereby waives all claims against CITY, its officers, agents and employees (collectively referred to in this section as "City") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of CITY or breach of CITY's obligations hereunder. PROFESSIONAL agrees to indemnify and save harmless CITY from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by PROFESSIONAL's negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of PROFESSIONAL, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of CITY, in whole or in part, in which case PROFESSIONAL

shall indemnify CITY only to the extent or proportion of negligence attributed to professional as determined by a court or other forum of competent jurisdiction). PROFESSIONAL's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by PROFESSIONAL under this Agreement. This provision shall survive the termination of this Agreement.

Section 13. Assignment

PROFESSIONAL shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

Section 14. Applicable Laws

PROFESSIONAL shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of PROFESSIONAL

In the event PROFESSIONAL fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to PROFESSIONAL, CITY may, at its sole discretion without prejudice to any other right or remedy, terminate this Agreement and be relieved of the payment of any further consideration to PROFESSIONAL except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of PROFESSIONAL to and from meetings called by CITY at which PROFESSIONAL is required to attend, but shall not include any loss of profit of PROFESSIONAL.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by PROFESSIONAL without a written agreement with CITY prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective upon execution of the Agreement by and between PROFESSIONAL and CITY.

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing

upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. Severability.

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 any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Independent Contractor.

It is understood and agreed by and between the parties that PROFESSIONAL in satisfying the conditions of this Agreement, is acting independently, and that CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL's actions. All services to be performed by PROFESSIONAL pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of CITY. PROFESSIONAL shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

CITY will obtain and/or furnish right-of-access on any project site for PROFESSIONAL to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. PROFESSIONAL will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:	Jason Laumer, City Manager City of Celina 142 N. Ohio Celina, Texas 75077
With copy to:	Lance Vanzant Hayes, Berry, White & Vanzant, LLP 512 W. Hickory, Suite 100 Denton, Texas 76201
If to PROFESSIONAL:	Patrick Prather, President PRP Services, LLC d/b/a Municipal Mosquito P.O. Box 831863 Richardson, Texas 75083

Section 23. Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 24. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations.

Any of the representations 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.

(Signature page to follow)

AGREED AND SIGNED on this the ____ day of _____, 2018.

CITY OF CELINA, TEXAS

Jason Laumer, City Manager

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me the undersigned notary public appeared JASON LAUMER, the City Manager of the City of Celina, a political subdivision of the State of Texas, on behalf of such municipality for the consideration therein expressed.

(SEAL)

Notary Public for the State of Texas

ATTEST:

Vicki Faulkner
Celina City Secretary

APPROVED AS TO FORM AND SUBSTANCE:

Lance Vanzant
City Attorney

Attachment: 2018 Mosquito PSA (Mosquito Management Contract)

AGREED AND SIGNED on this the ____ day of _____, 2018.

APPROVED:

PRP SERVICES, LLC d/b/a MUNICIPAL
MOSQUITO, a Texas limited liability company

Patrick Prather, President

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me the undersigned notary public appeared PATRICK PRATHER, the President of PRP Services, LLC d/b/a Municipal Mosquito, a Texas limited liability company, and on behalf of said company for the consideration therein expressed.

(SEAL)

Notary Public for the State of Texas

Attachment: 2018 Mosquito PSA (Mosquito Management Contract)

Exhibit A

Contract for Mosquito Control Services: City of Celina, Texas

Attachment: 2018 Mosquito PSA (Mosquito Management Contract)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Director of Engineering
 CC: Lance Vanzant, City Attorney
 Date: May 8, 2018
 Re: <Insert Subject/RE Here>

Action Requested:

Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Lee Engineering for Engineering and Surveying Services. (Brawner)

Background Information:

This agreement shall provide Professional Engineering Services for various City of Celina Departments in compliance with the "Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure" of the Texas Board of Professional Engineers, and all applicable laws. The scope of services may vary from Project to Project shall be determined by City personnel or by mutual agreement between the City and Engineer. The contract term shall commence on the date of execution by the City Council, or their authorized representative, for a period of twelve (12) months with an automatic annual renewal for a period of five years.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

None

Legal Review:

The City Attorney will review the proposed agreement for content and form.

Supporting Documents:

Master Services Agreement

Staff Recommendation:

MASTER SERVICES AGREEMENT Miscellaneous Professional Engineering Services

This agreement for Professional Consulting Services (the “Agreement”), made effective as of the date executed, is made between **Lee Engineering, LLC.**, an Arizona corporation, (hereinafter referred to as “CONSULTANT”) whose mailing address is 3030 LBJ FRWY, STE 1660, Dallas, Texas 75234, and the **City of Celina, Texas**, a municipal corporation, (hereinafter referred to as “OWNER”), whose mailing address is 142 North Ohio Street, Celina, Texas 75009.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render miscellaneous professional engineering and related services for OWNER on an indefinite delivery, indefinite quantity (“IDIQ”) basis and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1 Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform Professional Engineering Services to OWNER on an as-needed, Project assignment basis. The specific scope of services, and basis for payment, for each Project assignment shall be determined by OWNER and defined in a Request for Proposal from OWNER TO CONSULTANT.
- 1.2 This Agreement shall also allow CONSULTANT to provide related professional services to OWNER as appropriate including, but not limited to, Land Surveying, Landscape Architecture, Land Planning, and CADD services.
- 1.3 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2

Term of Contract

- 2.1 The contract term shall commence on the date of execution by OWNER and shall extend for a period of five (5) years thereafter.
- 2.2 The contract term may be extended by mutual agreement of the parties.

Article 3

Compensation and Method of Payment

- 3.1 CONSULTANT will submit a written fee proposal to OWNER for each Project prior to starting work.
- 3.2 For each Project, OWNER shall compensate CONSULTANT for services on either (a) Time & Expense basis with a Not-to-Exceed Total Fee, or (b) on a Lump Sum basis, as directed by OWNER.
- 3.3 The unit prices to be used for Time & Expense basis shall be set forth in Exhibit "A", attached hereto, and made a part hereof for all purposes.
- 3.4 During the term, or any extension to the term, of this contract, the unit prices contained in Exhibit "A" shall remain the same unless revised per mutual agreement of the parties.
- 3.5 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to OWNER.
- 3.6 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 3.7 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 4

Personnel and Equipment

- 4.1 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 2.
- 4.2 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
- 4.3 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 5

Delays and Termination

- 5.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.
- 5.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 5.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 6

Right of Entry

- 6.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.
- 6.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated in Exhibit "A".

Article 7

Information Provided by Others

- 7.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 7.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Article 8

Construction Activities

- 8.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.
- 8.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Article 9

Jurisdiction and Applicable Law

- 9.1 This Agreement is to be governed by the laws of the State of Texas.

Article 10

Indemnification

- 10.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT.**

Article 11

Conflicts of Interest

- 11.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 12

Insurance

- 12.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 12.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 12.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 12.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 13

Assignment

- 13.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 13.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 14 Notices

- 14.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed or, if sent by commercial courier service, upon delivery to the address specified in the notice or, if sent by registered or certified mail to the business address identified below, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

If intended for OWNER:

Telephone:

If intended for CONSULTANT:

Joseph Short, P.E.

President

3030 LBJ Freeway, Suite 1660

Dallas, Texas 75234

Telephone: (972) 248-3006

Article 15 Standard of Care

- 15.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 16 Entire Agreement

- 16.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both OWNER and CONSULTANT.

Article 17

Independent Contractor

- 17.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 18

Audits and Records

- 18.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 19

Miscellaneous Provisions

- 19.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 19.2 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 19.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 19.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Unit Price Schedule

Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

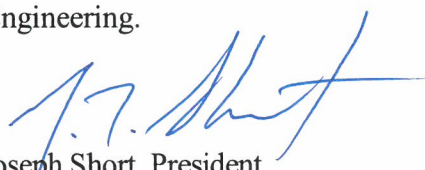
EXECUTED this _ day of _ , 20 .

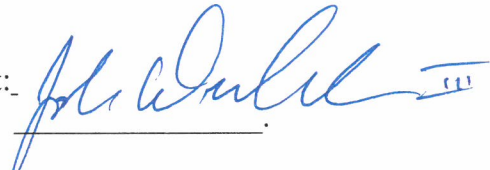
OWNER:
City of Celina, Texas

By:
Sean Terry, Mayor

Attest:
City Secretary

CONSULTANT:
Lee Engineering.

By: 
Joseph Short, President

Attest: 

APPROVED AS TO FORM:

City Attorney

Attachment: Celina MSA_Engineering_2018-04-10 - JPD (MSA Lee Engineering)

EXHIBIT “A”**UNIT PRICE SCHEDULE**

<u>Description</u>	<u>Billing Rate</u>
Principal	\$250.00/per hour
Senior Project Manager	\$210.00/per hour
Project Manager	\$170.00/per hour
Senior Program Manager	\$210.00/per hour
Program Manager	\$170.00/per hour
Senior Engineer	\$160.00/per hour
Project Engineer	\$135.00/per hour
Sr. Engineering Designer	\$115.00/per hour
Engineering Designer	\$100.00/per hour
Senior ITS System Designer	\$175.00/per hour
ITS System Designer	\$130.00/per hour
Senior Technician	\$100.00/per hour
Technician	\$ 75.00/per hour
Admin Assistant/Accountant	\$ 75.00/per hour
Secretarial	\$ 50.00/per hour
Intern	\$ 45.00/per hour

UNIT PRICE SCHEDULE

<u>Description</u>	<u>Billing Rate</u>
<u>Other Direct Expenses:</u>	
Traffic Counting Services	Cost x 1.1
Reproduction by Vendor (copies, binding, etc.)	Cost x 1.1
Courier / Delivery Service	Cost x 1.1
Outside Professional Services (Survey, Geotechnical, Civil)	Cost x 1.1



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: May 8, 2018
 Re: ILA with Prosper, Celina, Collin Co

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute an interlocal agreement by and among the City of Celina and the Town of Prosper and Collin County for construction of Frontier Parkway from Preston Road to Dallas North Tollway. (Brawner)

Background Information:

This agreement replaces the agreement adopted on April 10th meeting, and corrects errors in references within the document.

This interlocal agreement joins the City of Celina, the Town of Prosper and Collin County together on the project of widening Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) from 2 lanes to 4 lanes, with a median that allows for future expansion to 6 lanes. The project includes a bridge over the Burlington Northern Santa Fe Railroad that will be approximately 555 feet long that will be wide enough for the full 6 lanes with 8-foot sidewalks on both sides. The drainage will generally be curb inlets, storm sewer and culverts; however, there will be a large drainage channel on the south side of the roadway between Frontier Park and the Dallas North Tollway. The Project will be administered by Collin County.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Collin County estimated the total project cost to be \$21,750,000 in March, 2017. An additional amount of \$805,000 is added to this estimate to allow for escalation of construction prices until the end of 2018, for a total estimated 2018 project cost of \$22,555,000. The County, Prosper and Celina shall share the costs as follows:

- Prosper shall be responsible for a payment to Collin County of \$3,650,000 plus one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000.

- Collin County allocated \$3,973,868 to Celina for this project. An initial transfer was made to Celina in the amount of \$477,404. Celina shall be responsible for a re-payment to Collin County of the portion of this initial transfer which has not been already paid toward the project.
- Celina shall be responsible for a payment to Collin County of \$4,350,000 in Regional Toll Revenue (RTR) funds which were allocated to this project for the benefit of both municipalities but for which Celina executed the contract with Texas Department of Transportation (TxDOT) for these funds.
- Celina shall be responsible for a payment to Collin County of one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000, except that Celina will also be responsible for payment of the cost to design a six-lane bridge in addition to a four-lane bridge as well as the full amount of the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and alternate bid.
- \$4,000,000 in additional RTR funds have been made available to the project. Collin County will be responsible for acquiring those funds for use on the project.
- The County shall also be responsible to provide one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000.

There may be additional features to the Project that will be solely for the benefit of Prosper and Celina, such as a traffic signal warrant study at the high school, street lighting, median irrigation and sidewalks. The scope of these features have not yet been defined. At such time as Prosper and Celina define the scope of these feature, they will be incorporated into the design and an amendment to this agreement will be required. While those features will be incorporated into the design and construction of the Project, the cost of those features will be shared by Prosper and Celina according to the proportional value to each municipality. Prosper and Celina will be responsible to pay Collin County the amounts determined to be owed by each party for the design and construction of these features.

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed interlocal agreement

Staff Recommendation:

Staff recommends approval.

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY, THE TOWN OF PROSPER AND THE CITY OF CELINA
CONCERNING THE DESIGN AND CONSTRUCTION OF
FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD (SH 289)**

WHEREAS, the County of Collin, Texas (the “County”), the Town of Prosper, Texas (“Prosper”) and the City of Celina, Texas (“Celina”), (Prosper and Celina herein sometimes collectively referred to as “The Municipalities”), desire to enter into this agreement concerning the design and construction of improvements to Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) (the “Project”) in the Town of Prosper and the City of Celina, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the County, Prosper and Celina have determined that the improvements related to the Project may be designed and constructed most economically by implementing this Interlocal Agreement (ILA) for Collin County to administer the Project; and

WHEREAS, this ILA shall provide the terms and conditions of the funding participation of the three parties; and

WHEREAS, the parties hereto have investigated and determined that is in the best interest of each of their respective jurisdictions to enter into this ILA.

NOW, THEREFORE, this ILA is made and entered into by and between the County, Prosper, and Celina upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged:

WITNESSETH:

ARTICLE I.

The Project shall consist of widening Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) from 2 lanes to 4 lanes. More specifically, the roadway will be 4 lanes with a median that allows for future expansion to 6 lanes. The project includes a bridge over the Burlington Northern Santa Fe Railroad that will be approximately 555 feet long that will be wide enough for the full 6 lanes with 8-foot sidewalks on both sides. The drainage will generally be curb inlets, storm sewer and culverts; however, there will be a large drainage channel on the south side of the roadway between Frontier Park and the Dallas North Tollway. The Project will be administered by Collin County.

ARTICLE II.

Collin County estimated the total project cost to be \$21,750,000 in March, 2017. An additional amount of \$805,000 is added to this estimate to allow for escalation of construction prices until the end of 2018, for a total estimated 2018 project cost of \$22,555,000. The County, Prosper and Celina shall share the costs as follows:

- Prosper shall be responsible for a payment to Collin County of \$3,650,000 plus one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000.
- Collin County allocated \$3,973,868 to Celina for this project. An initial transfer was made to Celina in the amount of \$477,404. Celina shall be responsible for a re-payment to Collin County of the portion of this initial transfer which has not been already paid toward the project.
- Celina shall be responsible for a payment to Collin County of \$4,350,000 in Regional Toll Revenue (RTR) funds which were allocated to this project for the benefit of both municipalities but for which Celina executed the contract with Texas Department of Transportation (TxDOT) for these funds.
- Celina shall be responsible for a payment to Collin County of one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000, except that Celina will also be responsible for payment of the cost to design a six-lane bridge in addition to a four-lane bridge as well as the full amount of the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and alternate bid.

- \$4,000,000 in additional RTR funds have been made available to the project. Collin County will be responsible for acquiring those funds for use on the project.
- The County shall also be responsible to provide one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000.

There may be additional features to the Project that will be solely for the benefit of Prosper and Celina, such as a traffic signal warrant study at the high school, street lighting, median irrigation and sidewalks. The scope of these features have not yet been defined. At such time as Prosper and Celina define the scope of these feature, they will be incorporated into the design and an amendment to this agreement will be required. While those features will be incorporated into the design and construction of the Project, the cost of those features will be shared by Prosper and Celina according to the proportional value to each municipality. Prosper and Celina will be responsible to pay Collin County the amounts determined to be owed by each party for the design and construction of these features.

ARTICLE III.

TIMING.

1. Celina shall remit \$4,350,000 (the RTR funds) to Collin County within 90 days of the execution of this agreement.
2. Prosper shall remit \$3,650,000 to Collin County within 90 days of the execution of this agreement.
3. Celina shall remit within 90 days of the execution of this agreement the amount of Collin County bond funds that have been transferred to Celina but which have not been expended on this Project.
4. Celina shall remit within six months of the execution of this agreement the amount to design a six-lane bridge in addition to a four-lane bridge as agreed to by Celina and Collin County in a separate document based on a design proposal from the design engineer.
5. After the determination of the final probable cost of construction by the design engineer, all three entities will have the opportunity to review the estimated total project cost. If the estimated total project cost exceeds \$22,555,000 plus the amount agreed to for optional additional features referred to in Article II by more than ten percent, then each entity will have the right to terminate its further participation in the project within 60 days of notification of the final probable cost of construction. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the \$3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities. If the overpass is removed from the scope of the project, then Prosper is entitled to reimbursement of the \$3,650,000.
6. If the estimated total project cost does not exceed the amount defined in Paragraph 4 of this article the project will be scheduled to be advertised for bidding within 120 days of notification of the final probable cost of construction to all three parties.
7. If the lowest responsible bid exceeds an amount that causes the total project cost to exceed the amount defined in Paragraph 5 of this article by more than ten percent, then each entity will have the right to terminate its further participation in the project within 30 days of the opening of the bid. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the \$3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities. Only the further participation amount will be refunded to the terminating entity.
8. Prosper and Celina shall each remit to Collin County one-third of the difference between the actual alternate bid for the project with a four-lane bridge and \$16,000,000 within 45 days of the opening of the bid, except that Celina may also remit the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and the alternate bid within 45 days of the opening of the bid.
9. At project "close-out", when the final construction amount is determined, an adjustment will be made to the amounts paid by Prosper and Celina. If the actual total project cost is less than the estimated amount as defined in Paragraph 5 of this article plus any amount the bid was over the final probable cost of construction, Collin County will refund one-third of the difference each to Prosper and Celina within 90 days. If the actual total project cost is more than the estimated amount plus the any amount the bid was over the final probable cost of construction, Prosper and Celina will each remit one-third of the difference to Collin County within 90 days.

10. If the Project is terminated per the provisions in Paragraphs 5 and 7 above, \$3,650,000 will be refunded to Prosper and \$8,350,000 in RTR funds will be refunded to TxDOT.

ARTICLE IV.

Celina is currently under contract with the Texas Department of Transportation (TxDOT) for use of the \$4,350,000 in RTR funds. It is the intent of the County that Celina remain under contract to TxDOT and comply with all provisions of that agreement, while transferring the RTR funds to the County according to this agreement.

ARTICLE V.

Collin County will enter into a contract with TxDOT for the use of the \$4,000,000 and will fully comply with that agreement.

ARTICLE VI.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS ILA, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS ILA.

ARTICLE VII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this ILA. The parties agree that this ILA is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VIII.

SEVERABILITY. The provisions of this ILA are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this ILA is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the ILA shall be enforced as if the invalid provision had never been included.

ARTICLE IX.

ENTIRE AGREEMENT. This ILA embodies the entire agreement between the parties and may only be modified in a writing executed by all parties.

ARTICLE X.

SUCCESSORS AND ASSIGNS. This ILA shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. None of the parties will assign or transfer an interest in this ILA without the written consent of the other parties.

ARTICLE XI.

IMMUNITY. It is expressly understood and agreed that, in the execution of this ILA, none of the parties waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against

claims arising in the exercise of governmental powers and functions. By entering into this ILA, the parties do not create any obligations, express or implied, other than those set forth herein, and this ILA shall not create any rights in parties not signatories hereto.

ARTICLE XII.

TERM. This ILA shall be effective upon execution by all parties and shall continue in effect annually until final written acceptance of the Project by all three parties. This ILA shall automatically renew annually during this period.

APPROVED AS TO FORM:

By: _____
 Name: _____
 Title: _____
 Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
 Name: Keith Self
 Title: County Judge
 Date: _____
 Executed on this the ____ day of _____,
 2017, by the County of Collin,
 pursuant to Commissioners' Court
 Order No. _____.

ATTEST:

By: _____
 Name: Robyn Battle
 Title: Town Secretary
 Date: _____

TOWN OF PROSPER, TEXAS

By: _____
 Name: Harlan Jefferson
 Title: Town Manager
 Date: _____
 Executed on behalf of the Town of
 Prosper pursuant to Town Council
 Resolution No. _____

APPROVED AS TO FORM:

By: _____
 Name: Terrence S Welch
 Title: Town Attorney
 Date: _____

ATTEST:

By: _____
 Name: Vicki Faulkner
 Title: City Secretary
 Date: _____

CITY OF CELINA, TEXAS

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____
 Executed on behalf of the City of
 Celina pursuant to City Council
 Resolution No. _____

APPROVED AS TO FORM:

By: _____
 Name: _____
 Title: City Attorney
 Date: _____



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Swapna Konda, Engineer
 CC: Kim Brawner, Director of Engineering
 Date: May 8, 2018
 Re:

Action Requested:

Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and D&S Engineering Labs, LLC for Professional Engineering Services. (Brawner)

Background Information:

This agreement shall provide Professional Engineering Services for various City of Celina Departments in compliance with the “Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure” of the Texas Board of Professional Engineers, and all applicable laws. The scope of services may vary from Project to Project shall be determined by City personnel or by mutual agreement between the City and Engineer. The contract term shall commence on the date of execution by the City Council, or their authorized representative, and extend for a period of up to twelve (12) months thereafter with automatic annual renewals for up to five (5) years. The contract term may be extended by mutual agreement of the parties.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

None

Legal Review:

The City Attorney will review the proposed agreement for content and form

Supporting Documents:

Proposal
Agreement

Staff Recommendation:

Approve

MASTER SERVICES AGREEMENT
Miscellaneous Professional Engineering Services

This agreement for Professional Consulting Services (the "Agreement"), made effective as of the date executed, is made between **D&S Engineering Labs, LLC**, a Texas corporation, (hereinafter referred to as "CONSULTANT") whose mailing address is 118 North Ohio Street, Celina, Texas 75009, and the **City of Celina, Texas**, a municipal corporation, (hereinafter referred to as "OWNER"), whose mailing address is 142 North Ohio Street, Celina, Texas 75009.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render miscellaneous professional engineering and related services for OWNER on an indefinite delivery, indefinite quantity ("IDIQ") basis and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1
Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform Professional Engineering Services to OWNER on an as-needed, Project assignment basis. The specific scope of services, and basis for payment, for each Project assignment shall be determined by OWNER and defined in a Request for Proposal from OWNER TO CONSULTANT.
- 1.2 This Agreement shall also allow CONSULTANT to provide related professional services to OWNER as appropriate including, but not limited to, Land Surveying, Landscape Architecture, Land Planning, and CADD services.
- 1.3 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2

Term of Contract

- 2.1 The contract term shall commence on the date of execution by OWNER and shall extend for a period of five (5) years thereafter.
- 2.2 The contract term may be extended by mutual agreement of the parties.

Article 3

Compensation and Method of Payment

- 3.1 CONSULTANT will submit a written fee proposal to OWNER for each Project prior to starting work.
- 3.2 For each Project, OWNER shall compensate CONSULTANT for services on either (a) Time & Expense basis with a Not-to-Exceed Total Fee, or (b) on a Lump Sum basis, as directed by OWNER.
- 3.3 The unit prices to be used for Time & Expense basis shall be set forth in Exhibit "A", attached hereto, and made a part hereof for all purposes.
- 3.4 During the term, or any extension to the term, of this contract, the unit prices contained in Exhibit "A" shall remain the same unless revised per mutual agreement of the parties.
- 3.5 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to OWNER.
- 3.6 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 3.7 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 4

Personnel and Equipment

- 4.1 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 2.
- 4.2 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
- 4.3 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 5

Delays and Termination

- 5.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.
- 5.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 5.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 6

Right of Entry

- 6.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.
- 6.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated in Exhibit "A".

Article 7

Information Provided by Others

- 7.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 7.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Article 8 Construction Activities

- 8.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.
- 8.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Article 9 Jurisdiction and Applicable Law

- 9.1 This Agreement is to be governed by the laws of the State of Texas.
- 9.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.

Article 10 Indemnification

- 10.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT.**

Article 11 Conflicts of Interest

- 11.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 12

Insurance

- 12.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 12.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 12.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 12.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 13

Assignment

- 13.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 13.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 14 Notices

- 14.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed or, if sent by commercial courier service, upon delivery to the address specified in the notice or, if sent by registered or certified mail to the business address identified below, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

If intended for OWNER:

Telephone:

If intended for CONSULTANT:

Amy Irwin Brothers, P.E.
President
1101 Shady Oaks Drive
Denton, Texas 76205
Telephone: (940) 735-3733

Article 15 Standard of Care

- 15.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 16 Entire Agreement

- 16.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both OWNER and CONSULTANT.

Article 17

Independent Contractor

- 17.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 18

Audits and Records

- 18.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 19

Miscellaneous Provisions

- 19.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 19.2 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 19.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 19.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Unit Price Schedule

Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED this _ day of _ , 20 .

OWNER:
City of Celina, Texas

CONSULTANT:
D&S Engineering Labs, LLC

By:
Sean Terry, Mayor

By: Amy Irwin Brothers
Amy Irwin Brothers, P.E., President

Attest:
City Secretary

Attest: _____

APPROVED AS TO FORM:

City Attorney

Attachment: Celina MSA_Engineering_2018-04-10 (MSA D&S Engineering)

EXHIBIT "A"



D&S ENGINEERING LABS

CONSTRUCTION MATERIALS TESTING SERVICES
SUMMARY OF FEES
 Effective January 2018

CONCRETE TESTING	STANDARD FEE
Compression Tests, per cylinder, ASTM C31/C39, AASHTO T22/23	\$ 20.00
Contractor Made, per cylinder, ASTM C39, AASHTO T22	\$ 25.00
Flexural Tests (Beams), per beam, ASTM C78/293, AASHTO T97/177	\$ 35.00
Potential Alkali Reactivity of Aggregates-Mortar Bar Method, ASTM C1260	\$ 1,500.00
Alkali-Silica Reactivity of Cementitious Materials and Aggregates, ASTM C1567	\$ 1,500.00
Expansion of Portland-Cement Mortars Exposed to Sulfates, ASTM C452	\$ 525.00
Length Change of Hardened Concrete, ASTM C157 (mod)	\$ 450.00
Floor Flatness and Floor Levelness (includes equipment & manpower), 6 hour min., per hour	\$ 150.00
Hilti Ferroskan Reinforcing Steel Locations (includes equipment & manpower), 4 hour min., per hour	\$ 125.00
Concrete Rebound Hammer, Equipment Fee, per day	\$ 75.00
Maturity Meters, cost per probe	\$ 60.00
Concrete Mix Designs	
Professional Engineer Review of Mix Designs, per design, per hour	\$ 200.00
Professional Engineer Approved Mix Design with Seal, per design	\$ 250.00
Full Design, with trial batches, per design	call for quote
Concrete Plant Certifications, ASTM C94, NRMCA, & DOT	call for quote
Truck Certificate (NRMCA & DOT)	call for quote
Concrete Quality Control Programs	call for quote
Concrete Coring	
Mobilization Fee (may be subject to additional mileage fee)	\$ 350.00
Cores, 6" or less, (additional fees apply for depths greater than 6")	\$ 65.00
Measuring Thickness of Concrete for Coring, ASTM C174	\$ 20.00
Core Hole Patching	\$ 15.00
Preparation of Cores for Compressive Strength Tests, ASTM C42	\$ 75.00
Structural Coring	call for quote
Field Personnel	
Reinforcement Placement Observation, Concrete Testing, and Cylinder Pick-up per hour (3 hr. min.)	\$ 45.00
Pier Observation, Logging and Concrete Testing, per hour (3 hr. min.)	\$ 55.00
Post Tension Placement and Stressing Observations, per hour (3 hr. min.)	\$ 55.00
Pavement Coring, per hour (3 hr. min.)	\$ 55.00
Pier Observation, per hour (3 hr. min.)	\$ 55.00
MASONRY TESTING	STANDARD FEE
Compression Strength of Grout, 3" x 3" prisms/cylinder, per prism/cylinder (ASTM C1019/C495)	\$ 35.00
Field Personnel - ICC Masonry Inspector, per hour	\$ 65.00

EXHIBIT "A"

STRUCTURAL STEEL		STANDARD FEE
Visual Observation (5 hr. min.), per hour		\$ 65.00
Ultrasonic Inspection (5 hour minimum), per hour		\$ 80.00
Material Charge (U.I.)		\$ 35.00
Fireproofing Inspection (5 hr. min.), per hour		\$ 65.00
Density Testing, per test		\$ 30.00
Adhesion Bond Test, per test		\$ 40.00
Specialized Testing		call for quote
AGGREGATES		STANDARD FEE
Sieve Analysis		
Coarse or Fine Aggregate ASTM C 136 / AASHTO T 27		\$ 85.00
Flexbase Sieve Analysis TEX 110E		\$ 120.00
Specific Gravity and Absorption, ASTM C127/C128 / AASHTO T84/T85		\$ 50.00
LA Abrasion ASTM C131 / AASHTO T 96		\$ 200.00
Magnesium Sulfate Soundness, ASTM C 88 / AASHTO T 104		\$ 400.00
Unit Weight and Void Content, ASTM C 29/AASHTO T 19		\$ 50.00
Sand Equivalent ASTM C 2419 / AASHTO T 104		\$ 65.00
Wet Ball Mill, TEX 116E		\$ 225.00
Acid Insolubility, TEX 612J		\$ 75.00
Organic Impurities, ASTM C40/TEX 408A		\$ 50.00
SOILS TESTING		STANDARD FEE
Moisture Content		\$ 10.00
Atterberg Limits, ASTM D-4318, method A & B		\$ 60.00
Atterberg Limits, Tex 104, 105, & 106-E		\$ 70.00
Percent Material Passing No. 200 Sieve, ASTM D 1140, AASHTO T 11		\$ 40.00
Crumb Test, ASTM D 6572		\$ 35.00
Hydrometer Analysis with Distribution Curve, ASTM D 422		\$ 175.00
Permeability Test, Flexible-Wall Test, ASTM D5084		\$ 400.00
Proctor Test		
Moisture Density Relationships, ASTM D-698/AASHTO T 99 method A & B/method C		\$160.00 / \$170.00
Moisture Density Relationships, ASTM 1557/AASHTO T 180 method A & B/method C		\$180.00 / \$190.00
Moisture Density Relationships, TEX-113-E		\$ 250.00
Moisture Density Relationships, TEX-114-E		\$ 175.00
Oversized Correction Factor, ASTM D4718/AASHTO T 2224		\$ 70.00
In-place Moisture Density Test, ASTM D6938/AASHTO T 310 (min. 3 tests/site visit)		\$ 15.00
Field Gradation (Stabilized Soils)		\$ 10.00
Lime Series with Recommendation Letter, Plasticity Index Method/pH Method, ASTM		\$ 400.00
Dynamic Cone Penetrometer (In-situ CBR), per test		\$ 50.00
Standard Test for pH of Soil, ASTM D4972/AASHTO T289, TEX-128-E		\$ 40.00
Sulfate Content in Soils, Colorimetric Method, TEX-145-E		\$ 125.00
Swell, each		\$ 85.00
PH of Soil, ASTM D4972		\$ 40.00
Cement Series - Compressive Strength, TEX 120 Part I		\$1,500.00
ASPHALT TESTING		STANDARD FEE
Asphalt Content by Ignition Method, ASTM D 6307/AASHTO T-308/TEX-236-F		\$ 120.00
Sieve Analysis of Extracted Aggregate, ASTM D 5444/AASHTO T 30/TEX-200-F		\$ 85.00

EXHIBIT "A"

ASPHALT TESTING (cont.)	STANDARD FEE
Maximum Theoretical Specific Gravity (Rice Value), ASTM D 2041/AASHTO T-209/TEX-207-F	\$ 100.00
Density Testing	
Molding of Lab Density Specimens, ASTM D 4013/AASHTO T-312/TEX-206-F/TEX-241-F (Superpave)	\$ 80.00
Molding of Lab Density Specimens, ASTM D 4013/TEX-241-F (Texas Gyratory)	\$ 70.00
Determining Density of Compacted Specimens ASTM D 2726/AASHTO T-312/TEX-207-F	\$ 30.00
Determining Density of Asphalt Cores ASTM D 2726/AASHTO T-166/TEX-207-F	\$ 30.00
PQ 301 Non-Nuclear Asphalt Density Gauge/Nuclear Density Gauge, equipment Fee - daily rate	\$ 100.00
Asphalt Coring	
Mobilization Fee (Coring)	\$ 350.00
Equipment Gauge Fee half day / full day	\$50.00 / \$100.00
Asphalt Cores, 6" or less (additional fees apply for depths greater than 6")	\$ 65.00
Disposal Fee, each	\$ 30.00
Field Personnel - Certified Roadway Specialist, per hour (3 hr. min.)	\$ 65.00

PERSONNEL FEES	(* All prices for personnel noted below are per hour)	STANDARD FEE
Principal		\$ 200.00
Senior Engineer (P.E)		\$ 155.00
Operations Manager		\$ 120.00
Branch Manager, Lab Manager or Project Manager (5% on invoice amount)		\$ 90.00
Engineering Intern (E.I.T) / Geologist (G.I.T)		\$ 85.00
Quality Control		\$ 70.00
Administrative		\$ 40.00

MISCELLANEOUS FEES	STANDARD FEE
Project Coordination/Report Preparation	10% of invoice
Project Setup Fee	\$ 100.00
Vehicle Transportation Fees	
Within 30 miles	\$ 40.00
Over 30 miles (additional rate per mile, round trip)	\$ 0.65
Per Diem (Lodging and Food), per day (may vary with location)	\$ 150.00
Project Completion Letters (please notify D&S at beginning of project if required), per hour	\$ 150.00

OFFICE LOCATIONS	
Denton - 1101 Shady Oaks Drive, Denton, TX 76205	940.735.3733
DFW - 14805 Trinity Blvd, Fort Worth, TX 76155	817.529.8464
Denison - 4702 South Hwy 91 (Texoma Parkway), Denison, TX 75020	903.465.0333
Ardmore - 2220 Veterans Blvd, Ardmore, OK 73041	580.490.9922
OKC - 304 S. Meridian Ave, Ste. 3, Oklahoma City, OK 73107	405.602.5958
Toyah - 512 1st Street, Toyah, TX 79785	817.504.4832

- 1.) Fees listed are for informational use only and are subject to change. Please call for comprehensive list of services and budget estimates.
- 2.) Fees listed above are per unit/hour, unless otherwise noted.
- 3.) Hourly rates quoted are portal to portal and apply to standard works days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates.
- 4.) All services are subject to a minimum monitoring fee of three hours per trip for all scheduled inspections and for cancellations (on-site or en route) unless noted otherwise.

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Attachment: Celina MSA_Engineering_2018-04-10 (MSA D&S Engineering)



D&S ENGINEERING LABS

GEOTECHNICAL ENGINEERING SERVICES**SUMMARY OF FEES**

Effective January 2018

DRILLING, SAMPLING & FIELD TESTING	STANDARD FEE
Mobilization, per rig	\$ 250.00
Support Vehicle, per day, per rig	\$ 65.00
Soil Drilling 0-50', (Continuous 0-10', intermittent thereafter), per foot	\$ 12.50
ATV Surcharge, per day	\$ 400.00
Standard Penetration Test/Texas Cone Penetrometer, per test	\$ 25.00
Rock Drilling, w/o sampling, per foot	\$ 15.00
Rock Coring (N-size, carbide bit), per foot	\$ 25.50
Rocking Coring (N-size, diamond bit), per foot	\$ 32.50
Piezometer Installation, 0-20' (Labor and materials included), per foot	\$ 32.00
Piezometer Installation, over 20' (Labor and materials included), per foot	\$ 28.00
Field Resistivity (Equipment only), per traverse	\$ 50.00
Plate Bearing Test (field), per hour	\$ 250.00
Bail Boreholes, per hour	\$ 165.00
Standby, erecting signs and cones for traffic control, per hour	\$ 175.00
Backfill with on-site cuttings, each	\$ 25.00
Backfill with bentonite chips/pellets, per foot	\$ 8.00
Backfill with grout, per foot	\$ 12.00
Concrete Road Patch, each	\$ 60.00
Asphalt Road Patch, each	\$ 35.00
Unreturned cardboard sample boxes, each	\$ 20.00
Unreturned thick-walled tubes, each	\$ 50.00
LABORATORY TESTING	STANDARD FEE
Moisture Content, each	\$ 10.00
Dry Unit Weight, each	\$ 25.00
Atterberg Limits, each	\$ 60.00
Percent Passing No. 200 sieve, each	\$ 40.00
Sieve Analysis with Distribution Curve, each	\$ 60.00
Hydrometer with Distribution Curve, each	\$ 145.00
Unconfined Compressive Strength (soil), each	\$ 50.00
Unconfined Compressive Strength (N-size rock core), each	\$ 85.00
Unconsolidated-Undrained Compressive Test with DUW and Stress-Strain Curve (Single Specimen), ea	\$ 125.00
Direct Shear, multi-stage, single sample, 3 normal loads per failure envelope (includes DUW & stress-strain curves), each	\$ 550.00

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1 of 2

Attachment: Celina MSA_Engineering_2018-04-10 (MSA D&S Engineering)

LABORATORY TESTING (cont.)	STANDARD FEE
Consolidated-Undrained Compression Test with Pore Pressure, multi-sample, 3 per failure envelope (includes DUW & stress-strain curves), each	\$ 1,450.00
Consolidation, with DUW and plots, each	\$ 450.00
Free Swell, each	\$ 85.00
Pressure Swell, ASTM D 4746 Method C, each	\$ 185.00
Soluble Sulfates, TEX-145-E, each	\$ 100.00
Proctor Test	
Moisture Density Relationships, TEX-113-E, each	\$ 250.00
Moisture Density Relationships, TEX-114-E, each	\$ 175.00
California Bearing Ratio (3 points, including proctor), each	\$ 750.00
Remold Samples	\$ 70.00
Corrosion Suite (Sulfates, sulfides, pH, resistivity, ReDOX), each	\$ 475.00
Lime-PI Series (raw plus 4 lime percentages), each	\$ 400.00
Lime-pH Series (raw plus 4 lime percentages), each	\$ 350.00
Brazil Tensile Test, each	\$ 65.00
Resistivity of Soil (laboratory), each	\$ 90.00
Specific Gravity of Soils, each	\$ 75.00
Organic Content, each	\$ 40.00
Soil Suction, WP-4 method, each	\$ 20.00
Soil Suction, Filter Paper Method, each	\$ 30.00
Bar Linear Shrinkage, each	\$ 50.00

PERSONNEL FEES	STANDARD FEE
Principal	\$ 200.00
Geotechnical Project Manager	\$ 170.00
Senior Geotechnical Engineer (P.E.)	\$ 155.00
Senior Geologist (P.G.)	\$ 115.00
Engineering Intern (E.I.T) / Geologist (G.I.T)	\$ 85.00
CADD/Drafting	\$ 65.00
Administrative	\$ 40.00

OFFICE LOCATIONS

Denton - 1101 Shady Oaks Drive, Denton, TX 76205	940.735.3733
DFW - 14805 Trinity Blvd, Fort Worth, TX 76155	817.529.8464
Denison - 400 S. Armstrong, Denison, TX 75020	903.465.0333
Ardmore - 2220 Veterans Blvd, Ardmore, OK 73041	580.490.9922
OKC - 304 S. Meridian Ave, Ste. 3, Oklahoma City, OK 73107	405.602.5958

1.) Fees listed are for informational use only and are subject to change. Please call for comprehensive list of services and budget estimates.

2.) Hourly rates quoted are portal to portal and apply to standard works days, Monday through Friday 7:00 am to 5:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates.

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April 20, 2018
 Proposal No.: P18.146

Ms. Kimberly Brawner, P.E.
 City of Celina
 kbrawner@celina-tx.gov

**Subject: Construction Materials Testing Services
 Celina Water Tower & Water line improvements
 Celina, Texas**

Dear Ms. Brawner:

D&S Engineering Labs (D&S Engineering) is pleased to submit this proposal for construction materials testing for the above referenced project. We understand that the project entails the construction of a 2.0 MG elevated water tank, improvements on a 24" water line and construction of concrete driveways to serve as access to the project, located near Preston Rd in Celina, Texas.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- ◆ Building (40 feet diameter elevated water tank):
 - ◆ Moisture conditioned subgrade and 5 feet of select fill
 - ◆ Straight-sided drilled shaft foundation system for access gate
 - ◆ Cast-in-place concrete walls for proposed water tower
 - ◆ Concrete structure for overflow splash box
 - ◆ Structural Steel
- ◆ Paving and sidewalks:
 - ◆ Scarified and re-compacted subgrade for sidewalks and driveway
 - ◆ Flexible base
 - ◆ Portland cement concrete paving
- ◆ Miscellaneous:
 - ◆ Utility backfill for 24" water line and storm sewer line
 - ◆ Masonry columns at project's entrance gate

SCOPE OF SERVICES

The following scope of services is based on our review of project documents and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the proposed rate of 1/3,000 square feet for building pad, 1/300 linear feet for paving areas and 1/300 linear feet for trench utility backfill and grade beam backfill per lift, with a minimum of 3 tests per lift
- Determine swell potential every 900 feet spacing or less along each driveway and fire lane direction

Asphalt Paving

- Determine roll patterns for placement of the proposed HMAC pavement surface

Drilled Shaft Installation

- Excavation observation of the drilled shafts which will include:
 - record diameter of the drilled shaft
 - record top and bottom pier elevations (information obtained from plans or provided by contractor)
 - record depth to the bearing stratum
 - record penetration into the bearing stratum
 - record if casing was used
 - record if plumbness is within specification tolerance
 - record reinforcing steel cage length, horizontal and vertical bar quantity and size
 - record condition of drilled shaft excavation before concrete placement
 - record time concrete was placed

Reinforcing Steel

- Perform reinforcing steel observation which will include:
 - verify number and size of bars
 - verify clearance between bars and spacing
 - verify securing, tying and chairing of bars

Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
 - perform ambient and concrete temperature determinations
 - perform entrained air content determination
 - perform slump determination

- Cast concrete test cylinders at the proposed rate of 5/150 cubic yards of concrete placed for pavement and 5/75 cubic yards for building concrete, or fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days and one held in reserve

Masonry

- Perform testing during masonry operations which will include:
 - Ambient, mortar and grout temperature determinations
- Cast mortar cubes at the rate of 6 per set and grout prisms at the proposed rate of 4 per set shall be made during the first day of masonry work and for every 5,000 SF of wall (or less) thereafter
- Compressive strength determination of mortar cubes with three tested at 7 days and three tested at 28 days. Compressive strength determination of grout prisms with one tested at 7 days and three tested at 28 days

Notes and Qualifications:

If a compliance letter, sealed by a professional engineer, is required at the end of the project, please let us know upfront. A compliance letter is not included in the above scope of services. If one is required, additional fees will be incurred.

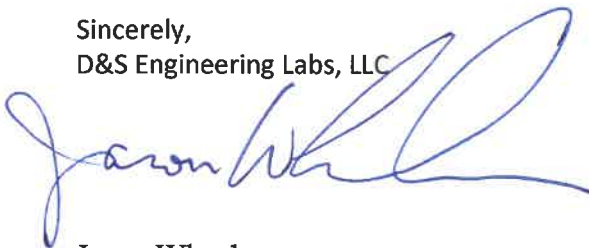
COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$26,143.50**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. Services provided by D&S Engineering will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

A Letter of Agreement for your execution will be forwarded to your office upon your approval of this proposal.

We appreciate the opportunity to provide you with our services. Please call if you have any questions or wish to discuss any aspect of our proposal.

Sincerely,
D&S Engineering Labs, LLC



Jason Wheeler
Denton Branch Manager

Attachments: Budget Estimate



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Director of Engineering
 CC: Lance Vanzant, City Attorney
 Date: May 8, 2018
 Re: <Insert Subject/RE Here>

Action Requested:

Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Pacheco Koch Consulting Engineers, Inc. for Engineering and Surveying Services. (Brawner)

Background Information:

This agreement shall provide Professional Engineering Services for various City of Celina Departments in compliance with the “Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure” of the Texas Board of Professional Engineers, and all applicable laws. The scope of services may vary from Project to Project shall be determined by City personnel or by mutual agreement between the City and Engineer. The contract term shall commence on the date of execution by the City Council, or their authorized representative, and extend for a period of up to twelve (12) months thereafter with automatic annual renewals for up to five (5) years. The contract term may be extended by mutual agreement of the parties.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

None

Legal Review:

The City Attorney will review the proposed agreement for content and form.

Supporting Documents:

Master Services Agreement

Staff Recommendation:

MASTER SERVICES AGREEMENT Miscellaneous Professional Engineering Services

This agreement for Professional Consulting Services (the “Agreement”), made effective as of the date executed, is made between **Pacheco Koch Consulting Engineers, Inc.**, a Texas corporation, (hereinafter referred to as “CONSULTANT”) whose mailing address is 118 North Ohio Street, Celina, Texas 75009, and the **City of Celina, Texas**, a municipal corporation, (hereinafter referred to as “OWNER”), whose mailing address is 142 North Ohio Street, Celina, Texas 75009.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render miscellaneous professional engineering and related services for OWNER on an indefinite delivery, indefinite quantity (“IDIQ”) basis and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1 Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform Professional Engineering Services to OWNER on an as-needed, Project assignment basis. The specific scope of services, and basis for payment, for each Project assignment shall be determined by OWNER and defined in a Request for Proposal from OWNER TO CONSULTANT.
- 1.2 This Agreement shall also allow CONSULTANT to provide related professional services to OWNER as appropriate including, but not limited to, Land Surveying, Landscape Architecture, Land Planning, and CADD services.
- 1.3 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2

Term of Contract

- 2.1 The contract term shall commence on the date of execution by OWNER and shall extend for a period of five (5) years thereafter.
- 2.2 The contract term may be extended by mutual agreement of the parties.

Article 3

Compensation and Method of Payment

- 3.1 CONSULTANT will submit a written fee proposal to OWNER for each Project prior to starting work.
- 3.2 For each Project, OWNER shall compensate CONSULTANT for services on either (a) Time & Expense basis with a Not-to-Exceed Total Fee, or (b) on a Lump Sum basis, as directed by OWNER.
- 3.3 The unit prices to be used for Time & Expense basis shall be set forth in Exhibit "A", attached hereto, and made a part hereof for all purposes.
- 3.4 During the term, or any extension to the term, of this contract, the unit prices contained in Exhibit "A" shall remain the same unless revised per mutual agreement of the parties.
- 3.5 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to OWNER.
- 3.6 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 3.7 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 4

Personnel and Equipment

- 4.1 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 2.
- 4.2 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
- 4.3 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 5 Delays and Termination

- 5.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.
- 5.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 5.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 6 Right of Entry

- 6.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.
- 6.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated in Exhibit "A".

Article 7 Information Provided by Others

- 7.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 7.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Article 8 Construction Activities

- 8.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.
- 8.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Article 9 Jurisdiction and Applicable Law

- 9.1 This Agreement is to be governed by the laws of the State of Texas.
- 9.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.

Article 10 Indemnification

- 10.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT.**

Article 11 Conflicts of Interest

- 11.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 12 Insurance

- 12.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 12.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 12.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 12.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 13 Assignment

- 13.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 13.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 14 Notices

- 14.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed or, if sent by commercial courier service, upon delivery to the address specified in the notice or, if sent by registered or certified mail to the business address identified below, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

If intended for OWNER:

 Telephone: _____

If intended for CONSULTANT:

Mark A. Pacheco, P.E., R.P.L.S.
President
7557 Rambler Road, Suite 1400
Dallas, Texas 75231-2388
Telephone: (972) 235-3031

Article 15 Standard of Care

- 15.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 16 Entire Agreement

- 16.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both OWNER and CONSULTANT.

Article 17 Independent Contractor

- 17.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 18 Audits and Records

- 18.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 19 Miscellaneous Provisions

- 19.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 19.2 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 19.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 19.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Unit Price Schedule

Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED this _____ day of _____, 20____.

OWNER:

City of Celina, Texas

CONSULTANT:

Pacheco Koch Consulting Engineers, Inc.

By: _____
Sean Terry, Mayor

By: _____
Mark A. Pacheco, PE, RPLS, President

Attest: _____
City Secretary

Attest: _____
James A. Koch, Jr.

APPROVED AS TO FORM:

City Attorney

Attachment: Celina MSA_Miscellaneous Engineering_2018-04-10 (MSA Pacheco Koch)

EXHIBIT “A”**UNIT PRICE SCHEDULE**

<u>Description</u>	<u>Billing Rate</u>	
<u>Engineering Services:</u>		
Principal	\$ 225.00	per hour
Associate Principal, Director	\$ 200.00	per hour
Senior Project Manager, Senior Project Coordinator	\$ 160.00	per hour
Project Manager, Project Coordinator	\$ 120.00	per hour
Project Engineer	\$ 95.00	per hour
Senior Technician	\$ 110.00	per hour
Technician	\$ 80.00	per hour
Drafter	\$ 75.00	per hour
Research Manager	\$ 80.00	per hour
Technical Assistant	\$ 50.00	per hour
Administrative Assistant	\$ 80.00	per hour
Expert Witness Testimony	\$ 350.00	per hour
<u>Landscape Architecture Services:</u>		
Principal	\$ 225.00	per hour
Associate Principal, Director	\$ 200.00	per hour
Senior Project Manager	\$ 150.00	per hour
Project Manager	\$ 120.00	per hour
Project Landscape Architect	\$ 95.00	per hour
Landscape Designer, Drafter	\$ 75.00	per hour
Administrative Assistant	\$ 80.00	per hour
Expert Witness Testimony	\$ 350.00	per hour
<u>Land Surveying Services:</u>		
Principal	\$ 225.00	per hour
Associate Principal, Director	\$ 200.00	per hour
Senior Project Manager, Senior Project Coordinator	\$ 150.00	per hour
Project Manager, Project Coordinator	\$ 120.00	per hour
Project Surveyor (RPLS)	\$ 95.00	per hour
Survey Intern (SIT)	\$ 90.00	per hour
Senior Technician	\$ 90.00	per hour
Technician	\$ 80.00	per hour
Drafter	\$ 75.00	per hour
Research Manager	\$ 80.00	per hour
Technical Assistant	\$ 50.00	per hour
Administrative Assistant	\$ 80.00	per hour
Expert Witness Testimony	\$ 350.00	per hour

**EXHIBIT “A”
(Continued)**

UNIT PRICE SCHEDULE

<u>Description</u>	<u>Billing Rate</u>
<u>Land Surveying Services (continued):</u>	
Survey Field Crew (1-person)	\$ 95.00 per hour
Survey Field Crew (2-person)	\$ 220.00 per hour
Survey Field Crew (3-person)	\$ 300.00 per hour
Survey Terrestrial Scanner Crew (1-person)	\$ 175.00 per hour
Survey Terrestrial Scanner Crew (2-person)	\$ 220.00 per hour
Survey Terrestrial Scanner Crew (3-person)	\$ 300.00 per hour
<u>Other Direct Expenses:</u>	
Boat with Motor	\$ 200.00 per day
ATV	\$ 85.00 per day
<u>In-house Reproduction:</u>	
Black Line Bond Prints	\$ 0.50 per square foot
Black Line Mylar Prints	\$ 2.00 per square foot
Color Bond Plots	\$ 3.00 per square foot
Color Prints (8-1/2” x 11”)	\$ 1.00 each
Photocopies (8-1/2” x 11”)	\$ 0.10 each
CD/DVD Disc	\$ 8.00 each
Foam Core Mounting	\$ 4.00 per square foot
Reproduction by Vendor (copies, binding, etc.)	Cost x 1.0
Courier Service Delivery	Cost x 1.0
Property Records (deeds, maps, plats, etc.)	Cost x 1.0
Specialty property corner materials (brass disc, etc.)	Cost x 1.0



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
Date: May 8, 2018
Re:

Action Requested:

Consider and act to authorize the City Manager to Execute a Memorandum of Understanding by and between the City of Celina and MM Columns to pay the City \$210,245.40 for regional sewer. (Brawner)

Background Information:

The City of Celina and Centurion entered into an Agreement dated December 12, 2017 to allow the City to recover costs for the regional sewer line that will serve the Sweetwater neighborhood within the Light Farms development and will also serve a residential subdivision commonly known as The Homestead at the Columns which is being developed by Centurion. Centurion has agreed to reimburse the City for that portion of the upsize costs which are attributable to the sanitary sewer needs of The Columns.

The City and Centurion entered into a facilities agreement in December 2017 for \$86,492.05 to pay for their portion of the sanitary sewer line. However, unforeseen construction costs increased the project an additional \$123,752.55. The proposed MOU will replace the MOU issued in December 2017 and will bring the total cost owed to the City of Celina by Centurion to \$210,245.40. MM Columns is the legal entity within Centurion that is developing The Homestead at the Columns.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

None

Legal Review:

The City Attorney will review the proposed agreement for content and form.

Supporting Documents:

Centurion Agreement

Staff Recommendation:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of the _____ day of April, 2018, (the "Effective Date") by and between the City of Celina, Texas (the "City") and MM Columns Residential, LLC ("MM Columns").

RECITALS

WHEREAS, the City and LFC Devco Sweetwater, LLC ("LFC") entered into a certain Facilities Agreement dated November 17, 2017, (the "Agreement"); and

WHEREAS, the Agreement obligated the City to reimburse LFC for upsizing costs related to a sanitary sewer line; and

WHEREAS, the upsized sanitary sewer line will serve a residential subdivision commonly known as The Columns, which is being developed by MM Columns; and

WHEREAS, MM Columns has agreed to reimburse the City for that portion of the upsize costs which are attributable to the sanitary sewer needs of The Columns; and

WHEREAS, the City and MM Columns mutually agree that the amount of the upsize costs attributable to The Columns sanitary sewer needs is \$210,245.40

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and MM Columns hereby agree as follows:

1. The Memorandum of Understanding dated December _____, 2017, is hereby revoked and shall be replaced with this MOU.
2. That the total amount to be paid by MM Columns to the City for the above-referenced upsize cost is as follows:
 - (a) Original Light Farms Oversizing Agreement = \$86,492.85
(100% reimbursement from MM Columns)
 - (b) Additional Light Farms Oversizing Agreement = \$214,639.65
(Additional reimbursement from Centurion totaling \$123,752.55)
 - (c) Total of \$210,245.40 to be paid by MM Columns to the City.
3. That MM Columns shall pay said amount within thirty (30) days of receiving an invoice from the City.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date.

CITY OF CELINA, TEXAS

By: _____
 Chad Anderson, Mayor Pro Tem

ATTEST:

By: _____
 Vicki Faulkner, City Secretary

STATE OF TEXAS §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2018,
 by Chad Anderson, Mayor Pro Tem, City of Celina, Texas, on behalf of said city.

 Notary Public in and for the State of Texas

MM COLUMNS RESIDENTIAL, LLC,
 a Texas limited liability company

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

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

By: _____
 Name: Mehrdad Moayed
 Its: Manager

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30 day of Apr-1,
 2018, by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC,
 as Manager of MM Columns Residential, LLC, a Texas limited liability company on behalf of said
 company.



 Notary Public, State of Texas

Attachment: signed agreement 04.30.18 (Sweetwater Agreement - City of Celina and Centurion American)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Director of Engineering
 Date: May 8, 2018
 Re: <Insert Subject/RE Here>

Action Requested:

Consider and act to authorize the City Manager to Execute a Memorandum of Understanding by and between the City of Celina and LFC Devco Sweetwater, LLC to pay \$247,427.59 for regional sewer. (Brawner)

Background Information:

The City of Celina and LFC Devco Sweetwater, LLC ("LFC") entered into a Facilities Agreement dated November 17, 2017. The original agreement obligated the City to reimburse LFC \$86,492.85 for upsizing costs related to a sanitary sewer line. Due to additional construction costs, a second agreement was developed in December 2017 that increased the cost of the sewer improvements from \$86,492.85 to \$199,305.50. When the construction was completed, the final cost for the project construction was \$301,132.50. The total cost of this improvement will be shared by LFC Devco Sweetwater (\$53,659.91), Centurion (MM Columns) (\$210,245.40) and the City of Celina (\$37,227.19). Under the terms and conditions indicated in the proposed MOU, the total amount to be paid by the City to LFC Devco Sweetwater is \$247,472.59 which will be comprised of Centurion's payment to the City of \$210,245.40 and the City's portion of \$37,227.19.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The total amount to be paid by the City to LFC Devco Sweetwater is \$247,472.59 which will be comprised of Centurion's payment to the city of \$210,245.40 and the City's portion of \$37,227.19 which will come from available city funds.

Legal Review:

The City Attorney will review the proposed agreement for content and form.

Supporting Documents:

Centurion Agreement

Staff Recommendation:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of the ____ day of _____, 2018 (the "Effective Date") by and between the City of Celina, Texas (the "City") and LFC Devco Sweetwater, LLC ("LFC").

RECITALS

WHEREAS, the City and LFC entered into a certain Facilities Agreement dated November 17, 2017, (the "Agreement"); and

WHEREAS, the Agreement provided for the construction and phasing of certain public improvements within the Light Farms Sweetwater Neighborhood; and

WHEREAS, the City agreed to reimburse LFC for upsizing costs related to a sanitary sewer line; and

WHEREAS, the estimated upsized costs indicated in the Agreement were \$86,492.85; and

WHEREAS, the estimated upsized costs in a Memorandum of Understanding dated December ____, 2017, were revised to a total of \$199,302.50; and

WHEREAS, due to unforeseen conditions, the City and LFC agree that the current estimated upsized costs are a total of \$301,132.50.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. The Memorandum of Understanding dated December ____, 2017, is hereby revoked and shall be replaced with this MOU.
2. The City and LFC agree that the total amount to be paid by the City under the terms and conditions indicated in the Agreement is \$247,472.59.
3. This MOU shall not modify any terms of the Agreement other than the amount of reimbursement due to LFC.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date.

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of _____, 2018,
by Sean Terry, Mayor, City of Celina, Texas, on behalf of said city.

Notary Public in and for the State of Texas

LFC DEVCO SWEETWATER, LLC
a Texas limited liability company

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

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

By: _____
Patrick Verda, Vice President

ATTEST:

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of _____, 2018
by Patrick A. Verda, Vice President of RJM/Celina III GP, Inc., a Texas corporation, general
partner of RJM/Celina III, L.P., a Texas limited partnership, manager of LFC Devco Sweetwater
Company, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Swapna Konda, Engineer
CC: Kim Brawner, Director of Engineering
Date: May 8, 2018
Re:

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Landmark Structures in the amount of 4,193,700.00 for the SE Sector 2MG EST & Waterline Improvements. (Brawner)

Background Information:

This project consists of constructing a new 2.0 million gallon composite elevated storage tank (EST) located approximately 1,600 linear feet due north of the intersection of Coit Road (CR 83) and CR 84.

Site improvements at the proposed EST site to include yard piping, grading, driveway, fencing, drainage, and lighting.

Construction of approximately 1,300 linear feet of 24-inch water line from the proposed EST to the existing 24-inch water line along CR 86.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

2017 Bond Issuance

Legal Review:

City Attorney would have to review

Supporting Documents:

Letter of Recommendation & Bid Tab

Cover Sheet/Vicinity Map

Bid form

Staff Recommendation:

Approve

CITY OF CELINA, TEXAS



SHEET INDEX		
SEQ. NO.	SHT. NO.	SHEETS
GENERAL		
--	--	COVER
1	G-1	GENERAL NOTES
2	G-2	BOUNDARY SURVEY MAP
CIVIL		
3	C-1	HORIZONTAL CONTROL PLAN
4	C-2	PROPOSED SITE PLAN
5	C-3	SITE GRADING, PAVING & FENCING PLAN
6	C-4	SITE GRADING, PAVING & FENCING
7	C-5	SITE GRADING, PAVING & FENCING PLAN
8	C-6	PROPOSED 24 INCH WATER LINE STA. 1+00.00 TO STA. 5+50.00
9	C-7	PROPOSED 24 INCH WATER LINE STA. 5+50.00 TO STA. 10+00.00
10	C-8	PROPOSED 24 INCH WATER LINE STA. 10+00.00 TO STA. 13+67.57
11	C-9	TANK PLAN AND ELEVATION SECTION
12	C-10	YARD AND TANK PIPING DETAILS
13	C-11	LOGO AND SAMPLING POINT DETAILS
14	C-12	PIPE SUPPORT & THRUST HARNESS DETAILS
15	C-13	MISCELLANEOUS DETAILS
16	C-14	SCREEN WALL & METAL FENCE DETAILS
17	C-15	MOTORIZED GATE DETAIL
18	C-16	NON-MOTORIZED GATE DETAIL
19	C-17	PIPE SWING GATE DETAILS
CELINA STANDARD DETAILS		
20	TB-1	THRUST BLOCKING DETAILS
21	W-1	WATER DETAILS 1
22	WW-1	WASTEWATER DETAILS 1
23	ST-3	STREET DETAILS 3
24	PJS-1	PROJECT SIGN DETAILS
25	EC-1	EROSION CONTROL DETAILS 1
26	EC-2	EROSION CONTROL DETAILS 2
ELECTRICAL		
27	E-1	LEGEND I
28	E-2	LEGEND II
29	E-3	SITE PLAN
30	E-4	TANK LIGHTING
31	E-5	TANK POWER
32	E-6	ONE-LINE DIAGRAM & PANELBOARD SCHEDULES
33	E-7	INTERCONNECTION DIAGRAM & LTG FIXTURE SCHEDULE
34	E-8	DETAILS I
35	E-9	DETAILS II
PROCESS & INSTRUMENTATION		
36	PI-1	LEGEND
37	PI-2	PROCESS & LOOP DIAGRAMS

**CITY OF CELINA
ENGINEERING DEPARTMENT
142 N. OHIO ST.
CELINA, TEXAS 75009
(972)382-2682**

MAYOR

SEAN TERRY

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- PLACE 3 - ANDY HOPKINS**
- PLACE 4 - CARMEN ROBERTS**
- PLACE 5 - MINDY KOEHNE**
- MAYOR PRO TEM/**
- PLACE 6 - CHAD ANDERSON**

CITY MANAGER

JASON LAUMER

DIRECTOR OF PUBLIC WORKS

ALAN FOURMENTIN

DIRECTOR OF ENGINEERING SERVICES

KIM BRAWNER, PE

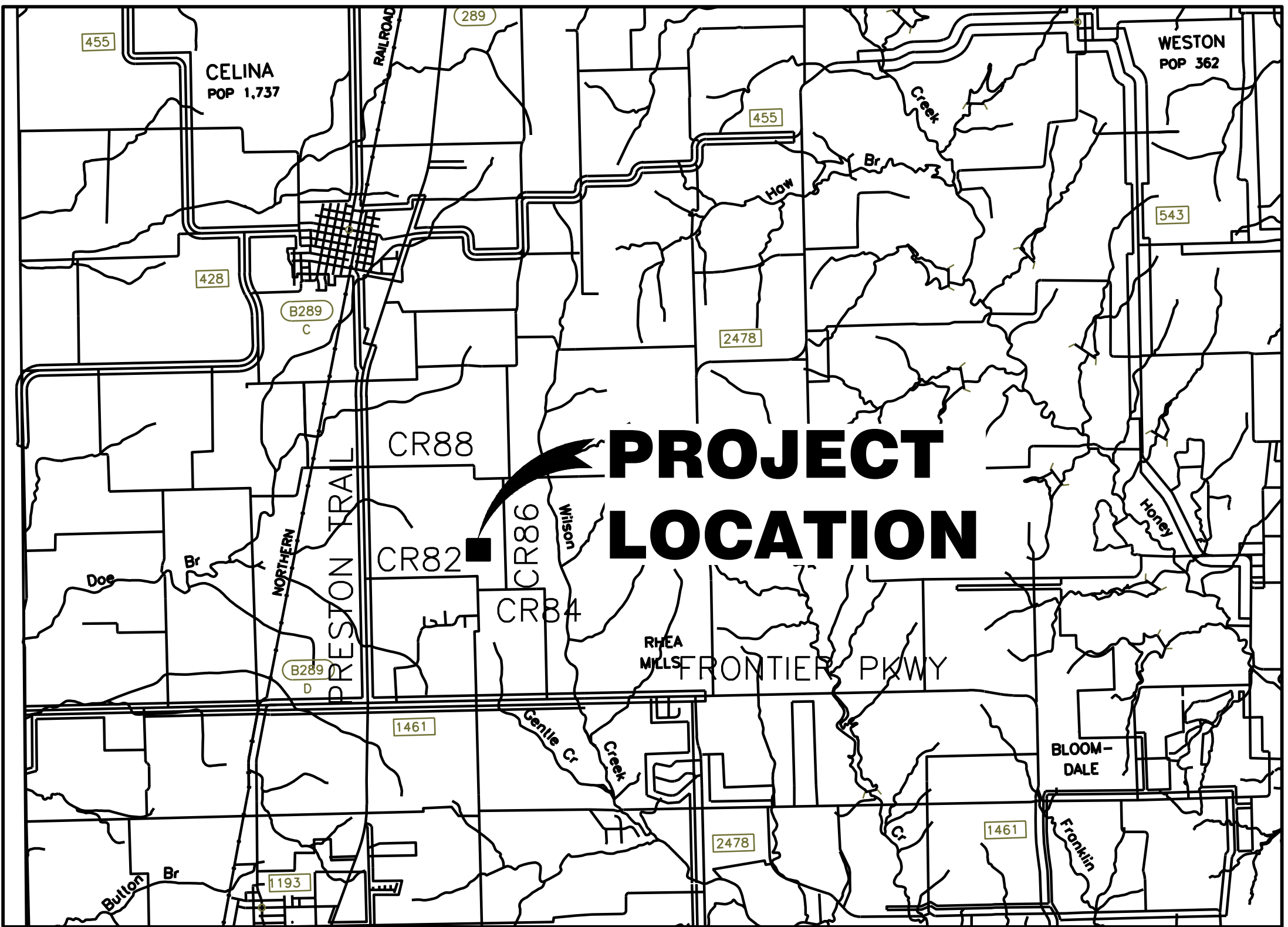


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SOUTHEAST SECTOR 2.0 MG EST & WATERLINE IMPROVEMENTS

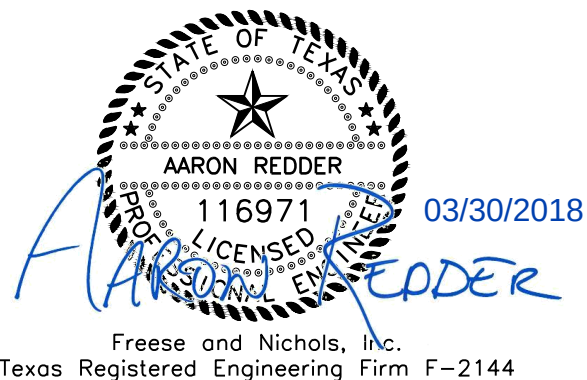
MARCH 2018

PROJ #W05/CEL16567



VICINITY MAP

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April 27, 2018

Mrs. Swapna Konda, PE
Project Manager
City of Celina
142 North Ohio Drive
Celina, Texas 75009

Re: SE Sector 2.0 MG EST and Water Line Improvements
Project No.: CEL16567
Recommendation of Award

Dear Mrs. Konda:

Bids were received for the **SE Sector 2.0 MG EST and Water Line Improvements** project on Tuesday, April 24th, 2018. This project consists of:

- The construction of a new 2.0 million gallon composite elevated storage tank (EST) located approximately 1,600 linear feet due north of the intersection of Coit Road (CR 83) and CR 84.
- Site improvements at the proposed EST site to include yard piping, grading, driveway, fencing, drainage, and lighting.
- The construction of approximately 1,300 linear feet of 24-inch water line from the proposed EST to the existing 24-inch water line along CR 86.

A total of four bids were received. A summary of the bid results is provided in the table below. A detailed bid tabulation is provided as an attachment to this letter.

Bid Summary

Name of Bidder	Base Bid Total	Base and Alternate Bid Total
Phoenix Fabricators	\$4,530,795.00	\$4,907,725.00
Landmark Structures	\$3,870,440.00	\$3,994,000.00
CB&I	\$4,644,000.00	\$4,978,601.00
Caldwell Tanks, Inc.	\$5,254,000.00	\$5,415,000.00

Landmark Structures submitted a Base Bid total of \$3,870,440.00 and Base plus Alternated Bid Total of \$3,994,000.00. We verified their bid bond covers the project amount and they have provided a bonding letter from the bonding agency.

Based on past performance with the City of Celina and the pre-approval process prior to bid, we have found nothing to warrant the disqualifications of the Landmark Structures' bid. We recommend that the project consisting of SE Sector 2.0 MG EST and Water Line Improvements be awarded to Landmark

Structures for the Base plus Alternate Bid Total of \$3,994,000.00. The award should be contingent on procurement of insurance and bonds by Landmark Structures.

If you have any questions, please call me at (940) 220-4359.

Sincerely,



Aaron Redder, P.E.
Project Manager

cc: Kim Brawner, P.E., City of Celina
Clayton Barnard, P.E., FNI

Attachments: Bib Tabulation

Attachment: Letter of Award Recommendation-EST- combine with bid tab (SE Sector 2MG Elevated Storage Tank)

BID TABULATION - PROJ. #W09/CEL16567
Southeast Sector 2.0 MG EST & Water Line Improvements
BID DATE: 04-25-2018

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	AVERAGE BID PRICE	1		2		3		4	
					Phoenix Fabricators *Did not acknowledge Addenda 3		Landmark Structures		CBI		Caldwell Tanks, Inc.	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A 2.0 MILLION GALLON ELEVATED STORAGE TANK												
1	2.0 Million Gallon Composite Elevated Storage Tank	LS	1	\$3,426,468.33	\$3,589,564.00	\$3,589,564.00	\$2,744,000.00	\$2,744,000.00	\$3,275,689.30	\$3,275,689.30	\$4,096,620.00	\$4,096,620.00
					subtotal:	\$3,589,564.00	subtotal:	\$2,744,000.00	subtotal:	\$3,275,689.30	subtotal:	\$4,096,620.00
B SUPPORTING ITEMS FOR ELEVATED STORAGE TANK												
1	24" BFV (Isolation) at Tank Base	EA	1	\$13,010.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$12,540.00	\$12,540.00	\$7,500.00	\$7,500.00
2	8' Masonry Wall	LF	239	\$314.09	\$200.00	\$47,800.00	\$350.00	\$83,650.00	\$456.35	\$109,067.65	\$250.00	\$59,750.00
3	8' Ornamental Iron Fencing with 11 Columns	LF	861	\$93.88	\$100.00	\$86,100.00	\$90.00	\$77,490.00	\$85.50	\$73,615.50	\$100.00	\$86,100.00
4	26' Motorized Sliding Vehicle Access Gate (solid steel)	EA	1	\$12,996.25	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$24,985.00	\$24,985.00	\$5,000.00	\$5,000.00
5	26' Non-Motorized Sliding Vehicle Access Gate (solid steel)	EA	1	\$6,201.25	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$11,305.00	\$11,305.00	\$2,500.00	\$2,500.00
6	6" Concrete Access Drive and Parking on Tank Site	SY	1154	\$84.56	\$110.00	\$126,940.00	\$40.00	\$46,160.00	\$113.25	\$130,690.50	\$75.00	\$86,550.00
7	Clearing and Grubbing	AC	1.5	\$4,196.50	\$3,000.00	\$4,500.00	\$6,000.00	\$9,000.00	\$2,786.00	\$4,179.00	\$5,000.00	\$7,500.00
8	Site Preparation and Grading	LS	1	\$42,781.25	\$25,000.00	\$25,000.00	\$100,000.00	\$100,000.00	\$26,125.00	\$26,125.00	\$20,000.00	\$20,000.00
9	24" RCP Pipe	LF	44	\$67.63	\$60.00	\$2,640.00	\$100.00	\$4,400.00	\$60.50	\$2,662.00	\$50.00	\$2,200.00
10	TxDOT End Treatments For 24" RCP Pipe	LS	1	\$2,261.25	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,045.00	\$1,045.00	\$5,000.00	\$5,000.00
11	Rock Rip Rap	SY	25	\$48.20	\$20.00	\$500.00	\$100.00	\$2,500.00	\$22.80	\$570.00	\$50.00	\$1,250.00
12	Hydromulch Seed	SY	6230	\$1.16	\$1.40	\$8,722.00	\$1.00	\$6,230.00	\$1.25	\$7,787.50	\$1.00	\$6,230.00
13	Tank/Site Electrical and SCADA	LS	1	\$318,292.50	\$250,000.00	\$250,000.00	\$310,000.00	\$310,000.00	\$388,170.00	\$388,170.00	\$325,000.00	\$325,000.00
14	Generator	EA	1	\$48,791.25	\$30,000.00	\$30,000.00	\$34,810.00	\$34,810.00	\$76,855.00	\$76,855.00	\$53,500.00	\$53,500.00
15	Electric Utility Fee (Grayson Collin Electric)	LS	1	\$4,056.50	\$10,000.00	\$10,000.00	\$1.00	\$1.00	\$5,225.00	\$5,225.00	\$1,000.00	\$1,000.00
16	Project Sign	EA	2	\$761.25	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$1,045.00	\$2,090.00	\$500.00	\$1,000.00
17	Storm Water Pollution Prevention Plan	LS	1	\$3,556.00	\$5,000.00	\$5,000.00	\$1,999.00	\$1,999.00	\$5,225.00	\$5,225.00	\$2,000.00	\$2,000.00
18	4" PVC Chlorine Discharge Line, Sanitary Sewer Clean Out with Traffic Rated Cap	LF	230	\$81.58	\$140.00	\$32,200.00	\$40.00	\$9,200.00	\$136.30	\$31,349.00	\$10.00	\$2,300.00
19	Mobilization Item A+ Item B (5%)	LS	1	\$162,362.50	\$50,000.00	\$50,000.00	\$150,000.00	\$150,000.00	\$209,450.00	\$209,450.00	\$240,000.00	\$240,000.00
					subtotal:	\$709,402.00	subtotal:	\$876,440.00	subtotal:	\$1,122,936.15	subtotal:	\$914,380.00
C 24" WATER LINE												
1	24" AWWA C905 DR18 PVC Waterline	LF	1248	\$150.20	150.00	\$187,200.00	150.00	\$187,200.00	\$150.80	\$188,198.40	\$150.00	\$187,200.00
2	36" Steel Casing by Open Cut	LF	20	\$227.81	250	\$5,000.00	200	\$4,000.00	\$261.25	\$5,225.00	\$200.00	\$4,000.00
3	12" Gate Valve	EA	1	\$2,790.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,660.00	\$2,660.00	\$2,500.00	\$2,500.00
4	24" Butterfly Valve	EA	2	\$7,067.50	\$6,000.00	\$12,000.00	\$10,000.00	\$20,000.00	\$6,270.00	\$12,540.00	\$6,000.00	\$12,000.00
5	Connect to Ex. 24" Waterline (CR 86)	EA	1	\$11,682.75	\$8,000.00	\$8,000.00	\$15,371.00	\$15,371.00	\$8,360.00	\$8,360.00	\$15,000.00	\$15,000.00
6	Trench Safety System	LF	1248	\$1.78	\$2.00	\$2,496.00	\$2.00	\$2,496.00	\$2.10	\$2,620.80	\$1.00	\$1,248.00
7	Hydromulch Seed	SY	6933	\$1.03	\$1.00	\$6,933.00	\$1.00	\$6,933.00	\$1.10	\$7,626.30	\$1.00	\$6,933.00
8	Storm Water Pollution Prevention Plan	LS	1	\$3,556.25	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,225.00	\$5,225.00	\$2,000.00	\$2,000.00
9	12" PVC Water Pipe	LF	10	\$90.88	\$120.00	\$1,200.00	\$100.00	\$1,000.00	\$123.50	\$1,235.00	\$20.00	\$200.00
10	Mobilization Item C (5%)	LS	1	\$8,150.75	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$11,684.00	\$11,684.00	\$11,919.00	\$11,919.00
					subtotal:	\$231,829.00	subtotal:	\$250,000.00	subtotal:	\$245,374.50	subtotal:	\$243,000.00
TOTAL BASE BID AMOUNT (A+B+C)						\$4,530,795.00		\$3,870,440.00		\$4,643,999.95		\$5,254,000.00
D ALTERNATE BID ITEMS: SOUTH ACCESS DRIVE TO CR 83												
1	6" Concrete Access Drive to CR 83	SY	1928	\$116.13	\$180.00	\$347,040.00	\$60.00	\$115,680.00	\$149.50	\$288,236.00	\$75.00	\$144,600.00
2	Asphalt Transition from Access Drive to CR 83	SY	167	\$94.00	\$170.00	\$28,390.00	\$25.00	\$4,175.00	\$146.00	\$24,382.00	\$35.00	\$5,845.00
3	Pipe Swing Gate at CR 83	EA	1	\$2,887.50	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$6,050.00	\$6,050.00	\$3,000.00	\$3,000.00
4	Mobilization Item D (5%)	LS	1	\$6,548.25	\$1,000.00	\$1,000.00	\$1,705.00	\$1,705.00	\$15,933.00	\$15,933.00	\$7,555.00	\$7,555.00
					subtotal:	\$376,930.00	subtotal:	\$123,560.00	subtotal:	\$334,601.00	subtotal:	\$161,000.00
TOTAL BASE BID AND ALTERNATE BID AMOUNT (A+B+C+D)						\$4,907,725.00		\$3,994,000.00		\$4,978,601.0		\$5,415,000.00

Attachment: Letter of Award Recommendation-EST- combine with bid tab (SE Sector 2MG Elevated Storage Tank)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Development Services
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re: Resolution between the City of Celina and Prosper Independent School District

Action Requested:

Consider and act on a resolution of the City of Celina, Texas approving and authorizing the City Manager to execute a reimbursement letter for development fees between the City of Celina, Texas and Prosper Independent School District. (Laumer)

Background Information:

In an effort to promote intergovernmental cooperation and the efficient use of public resources the City of Celina wishes to reimburse a portion of the development fees paid by Prosper ISD "The District" to mitigate additional costs incurred by the District that are unique to this specific project.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Legal Review:

The City Attorney has reviewed the proposed resolution for form.

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE “REIMBURSEMENT LETTER FOR DEVELOPMENT FEES” BETWEEN THE CITY OF CELINA, TEXAS AND PROSPER ISD.

RECITALS

WHEREAS, the City of Celina desires to approve the “Reimbursement letter for development fees” between the City of Celina, Texas and Prosper ISD (the “Agreement”); and

WHEREAS, the Agreement is needed due to the unique nature of the “Light Farms Elementary School #2” project.

WHEREAS, The City of Celina wishes to further the interest of intergovernmental cooperation and the efficient use of public resources.

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

SECTION 1. THAT the City of Celina recognizes that there are added costs unique to this site and want to cooperate with Prosper ISD in bringing the project to completion.

SECTION 2. THAT this agreement does not constitute a waiver of any fees that may be assessed for future projects.

SECTION 3. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 8th day of May, 2018.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: PISD Fee Reimbursement Resolution (PISD Fee Reimbursement)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re: Cambridge Crossing DA Amendment

Action Requested:

Consider and act to authorize the City Manager to execute Amendment #1 to the Cambridge Crossing Development Agreement. (Laumer)

Background Information:

This item amends the fee structure for the Cambridge Crossing Development Agreement.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed Development Agreement amendment

Staff Recommendation:

Staff recommends approval.

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
(Cambridge Crossing)**

This First Amendment to Development Agreement (this "Amendment") is made and entered into as of the ___ day of May, 2018 (the "Effective Date"), by and between THE CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County, Texas, TOLLWAY/OUTER LOOP, L.P., a Texas limited partnership (the "Owner") (the City and the Owner are each individually, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, this Amendment amends that certain Amended and Restated Development Agreement between the Parties that governs the Property and was entered into as of the 28th day of February, 2017 (the "Original Development Agreement"); and

WHEREAS, the Original Development Agreement governs two tracts of land in the City of Celina, Collin County, Texas, containing approximately 552 acres (as defined in the Original Development Agreement and to the extent currently owned by Owner, the "Property"); 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 amend the terms related to development fees and infrastructure improvements and financing; and

WHEREAS, the Parties have determined that they have the authority to enter into this Amendment; and

WHEREAS, it is the intent of this Amendment to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the City and the Owner are proceeding in reliance on the enforceability of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

**ARTICLE I
AMENDMENTS**

1. LED Lighting. If the electric service provider to the Property provides an option to use LED lighting, then the Owner agrees to install LED street lighting within the Development.

2. Exclusive Fees. Article III (Fees) of the Original Development Agreement is hereby revised in its entirety to read as follows:

Attachment: 1Amd - Development Agreement - Cambridge Crossing - Celina (Cambridge Crossing DA Amendment)

a. Except as specifically described below, the Owner shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City.

b. The Owner shall pay a PID Bond Fee, as defined in Section 6.02 of the Original Development Agreement.

c. Notwithstanding the foregoing, no capital recovery fees including, but not limited to, technology fees, 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 park fees in an amount not exceeding \$1,500 per residential dwelling unit (the "Park Fees") and capital recovery fees of \$5,500 per residential lot for the first phase of development and \$6,000 per residential lot for the remaining phases of the development (the "Capital Recovery Fees"). All Capital Recovery Fees shall be deposited in a segregated account and earmarked to make the Reimbursement (hereinafter defined) to Owner. Any excess Capital Recovery Fees that are not needed to pay the Reimbursement in full may be utilized by the City for any lawful purpose. All Park Fees shall be deposited in a segregated account and earmarked to fund the planning and development of the 100-acre City Park adjacent to The Parks at Wilson Creek development.

3. Road Infrastructure.

a. The term "Road Improvements," as defined in the Original Development Agreement, is hereby revised to include all of the following (the "Road Improvements"): the Huddleston Road Improvements (hereinafter defined); the Legacy Road Improvements (hereinafter defined), and the Punk Carter Road Improvements (hereinafter defined). All of the Road Improvements are Public Improvements, and shall be Public Improvements financed under the PID Act to the extent the costs of all or any portion of the Road Improvements are not reimbursed through the payment of Minimum Annual Payments (hereinafter defined) or Capital Recovery Fees.

b. **Exhibit D** of the Original Development Agreement (Depiction of Road Improvements and Sewer Line) is hereby replaced with the revised exhibit attached hereto as **Exhibit A** (Depiction of Road Improvements and Water and Sewer Lines).

c. Article IV of the Original Development Agreement is hereby amended in its entirety to read as follows:

i. Road Improvements Generally. The Parties recognize, acknowledge, and agree that efficient ingress and egress and traffic management are important to the success of the Development and the health, safety and welfare of the current and future residents of the Development and the City. Unless constructed by third parties, the Owner will construct the portion of the onsite and offsite Road Improvements as are necessary to serve the Development as the Development is constructed.

ii. Drainage Improvements. The Owner will fund all costs of engineering and constructing the storm sewer/drainage improvements to be constructed with the Punk Carter Road Improvements and Legacy Road Improvements (collectively, the "Drainage Improvements"). The City's engineer shall have final approval over the design construction plans for the Drainage Improvements. The City will reimburse the Owner for the City's share of the Drainage Improvements with a 380 Grant as described in Paragraph 8 of this Amendment, which amends Section 6.03 of the Original Development Agreement. The City's share of the Drainage Improvements is limited to the oversized amount of such improvements which is calculated to be 50 percent of the costs associated with the Drainage Improvements.

iii. Huddleston (Arterial). The Owner agrees to redesign the plans for Huddleston to construct a 28-foot, 9-inch thick, pavement section, one lane in each direction, where applicable, with a 6-foot wide trail on each side owned by the Owner, all within a 90-foot wide right-of-way (45-foot wide where only one side is owned by Owner) in the location shown on Exhibit A (the "Huddleston Road Improvements"). All trails are to be constructed concurrently with the development of the phase of single family lots on the portion of the Property adjacent to the trails.

iv. Punk Carter (Future Arterial). The Owner shall design and construct Punk Carter as a 28-foot, 9-inch thick, pavement section, one lane in each direction, where applicable, with an 8-foot wide trail on each side owned by the Owner, within a 120-foot right-of-way (60-foot wide where only one side is owned by Owner) in the location shown on Exhibit A (the "Punk Carter Road Improvements"). All trails are to be constructed concurrently with the development of the phase of single family lots on the portion of the Property adjacent to the trails. If Owner receives \$4,000,000 in advance funding (which may include placing in escrow) from other sources (which may include the City, but which would be in addition to the Reimbursement, as hereinafter defined) that are wholly non-repayable by Owner and wholly unsecured by any property or property rights of Owner for payment of design and construction costs for the Punk Carter Road Improvements, then Owner will include the Punk Carter Road Improvements in the development of the first phase of single family lots within the Property.

v. Legacy Drive (Arterial). The Owner shall design and construct Legacy as a 28-foot, 9-inch thick, pavement section, with a 6-foot wide sidewalk within the eastern half of the right-of-way, from the north line of the most northern residential lot facing Legacy to the north line of the Property along Legacy Drive, as shown on Exhibit A (the "Legacy Drive Road Improvements"). The Owner shall not be required to construct, and the Legacy Drive Road Improvements do not include, the eastern half of Legacy Drive south of the north line of the existing northern most residential lot facing Legacy Drive to the south line of the Property along Legacy Drive. Construction of the eastern half of Legacy Drive, from the north line of the existing northern most residential lot facing Legacy Drive to the north line of the Property along Legacy Drive, shall be required only in conjunction with the development of the adjacent commercial tracts within the Property.

4. Residential Streets. All local residential streets (non-thoroughfares) shall consist of a 29-foot wide, 6-inch thick pavement section with 5-foot wide sidewalks on both sides, all within a 50-foot wide right-of-way. All sidewalks are to be constructed concurrently with the construction of homes on the portion of the Property adjacent to the sidewalks. The City agrees to expedite the plan review for the Development, and provide flexibility regarding the location of utilities in residential streets to accommodate the revised pavement sections.

5. Trails. The Owner shall construct the following trails: (i) to be constructed concurrently with the adjacent single family development, a 10-foot trail within the floodplain area on the east side thereof and parallel to Legacy Drive; and (ii) to be constructed concurrently with the adjacent single-family development, an 8-foot trail extending from the 10-foot trail described in sub-clause (i) above, generally along the south right-of-way of the Outer Loop from Legacy Drive to Huddleston. At least one connection will be made between the trail system on the north side of the Outer Loop with the trail system on the south side of the Outer Loop.

6. Oversized Water Lines in Legacy and Punk Carter. Except as specifically shown on Exhibit A attached hereto, the water mains in Legacy Drive and Punk Carter shall not be required to be oversized.

7. Cost Sharing Exhibits. The cost sharing exhibit attached as Exhibit E to the Original Development Agreement is hereby replaced with Exhibit B attached hereto, and Exhibit F to the Original Development Agreement is hereby deleted in its entirety.

8. 380 Grant Financing. Section 6.03 of the Original Development Agreement is hereby replaced in its entirety with the following:

The City and the Owner hereby enter into a Texas Local Government Code Chapter 380 grant agreement (the "380 Grant") to reimburse the Owner for funding the City's share of the costs to construct the following Public Improvements, as described on Exhibit B: the Drainage Improvements within the Punk Carter Road Improvements; the Drainage Improvements within the Legacy Road Improvements (if applicable); and the oversizing of the Water and Sewer Lines (collectively, the "380 Grant Improvements"). The Drainage Improvements costs for the Legacy Road Improvements can be reduced or eliminated if the storm sewer/drainage improvements are constructed in the western lanes of Legacy Drive. The City's reimbursement to Owner for the 380 Grant Improvements (collectively, the "Reimbursement") shall include the actual hard construction costs separately for each such 380 Grant Improvement, soft costs in the amount of 18% (other than on the Water and Sewer Lines which shall be 16%) of the actual hard construction costs separately for each such 380 Grant Improvement, and a set amount of interest in the amount of \$231,072 for the oversizing of the Water and Sewer Lines, \$125,582 for the Drainage Improvements within the Legacy Road Improvements (if applicable), and \$448,253 for the Drainage Improvements within the Punk Carter Road Improvements (collectively, the "Construction Costs"). The City's Reimbursement of the Construction Costs shall be limited to \$1,771,552 for the oversizing of the Water and Sewer Lines, \$962,792 for the Drainage Improvements within the

Legacy Road Improvements (if applicable), and \$3,436,603 for the Drainage Improvements within the Punk Carter Road Improvements (collectively, the "Maximum Amount"). The Capital Recovery Fees shall be rebated to Owner on a quarterly basis as received by the City starting three months after the date the City accepts the first 380 Grant Improvement. The City shall, to the extent the Capital Recovery Fees are not sufficient to do so, make a minimum annual payment to the Owner equal to one sixth of the Construction Costs applicable to the 380 Grant Improvement at issue, not to exceed the Maximum Amount applicable to such 380 Grant Improvement at issue (cumulatively, as applicable, the "Minimum Annual Payment"), with the first payment due one year following the date the City accepts the 380 Grant Improvement at issue. The quarterly payments of Capital Recovery Fees for the year will apply against the Minimum Annual Payment for that year, and if the Capital Recovery Fees for that year exceed the Minimum Annual Payment for that year, then the excess will cumulate and apply to subsequent Minimum Annual Payments as necessary. All Capital Recovery Fees collected by the City will be deposited into a segregated account and dedicated to the payment to the Owner of the Reimbursement, until the Reimbursement has been paid in full. The Reimbursement is illustrated on Exhibit C attached hereto.

9. Recitals. The recitals contained in this Amendment: (a) are true and correct as of the Effective Date of this Amendment; (b) form the basis upon which the Parties negotiated and entered into this Amendment; (c) reflect the final intent of the Parties with regard to the subject matter of this Amendment; and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this Amendment, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Amendment and, but for the intent of the Parties reflected by the recitals, would not have entered into this Amendment.

10. Notices. All notices required or contemplated by the Original Development Agreement or this Amendment (or otherwise given in connection with the Original Development Agreement or this Amendment) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City: Attn: Jason Laumer, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to: Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
E-mail: lvanzant@hbvwlaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

With a copy to: Attn: Julie Fort
Messer, Rockefeller & Fort, P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Owner: Attn: Mr. James J. Melino
Tollway/Outer Loop, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
E-mail: jmelino@cambridgecos.com
TEL: (214) 691-2556
FAX: (214) 691-0682

With a copy to: Attn: Ms. Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com
TEL: (214) 328-1101
FAX: (800) 519-3768

11. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Amendment. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Amendment. In the event of any dispute over the meaning or application of any provision of this Amendment, 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.

12. Enforceability. 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.

13. Counterparts. 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.

14. Exhibits. The following Exhibits are attached to this Amendment and are part of this Amendment:

Exhibit A	Updated Depiction of Road Improvements, Water and Sewer Lines
Exhibit B	Description of City's Share of the Costs of Public Improvements
Exhibit C	Illustration of the Reimbursement

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:

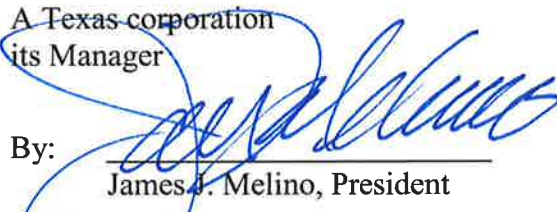
By: _____
Vicki Faulkner, City Secretary

Attachment: 1Amd - Development Agreement - Cambridge Crossing - Celina (Cambridge Crossing DA Amendment)

TOLLWAY/OUTER LOOP, L.P.
a Texas limited partnership

By: Tollway/Outer Loop GP, LLC,
a Texas limited liability company
its General Partner

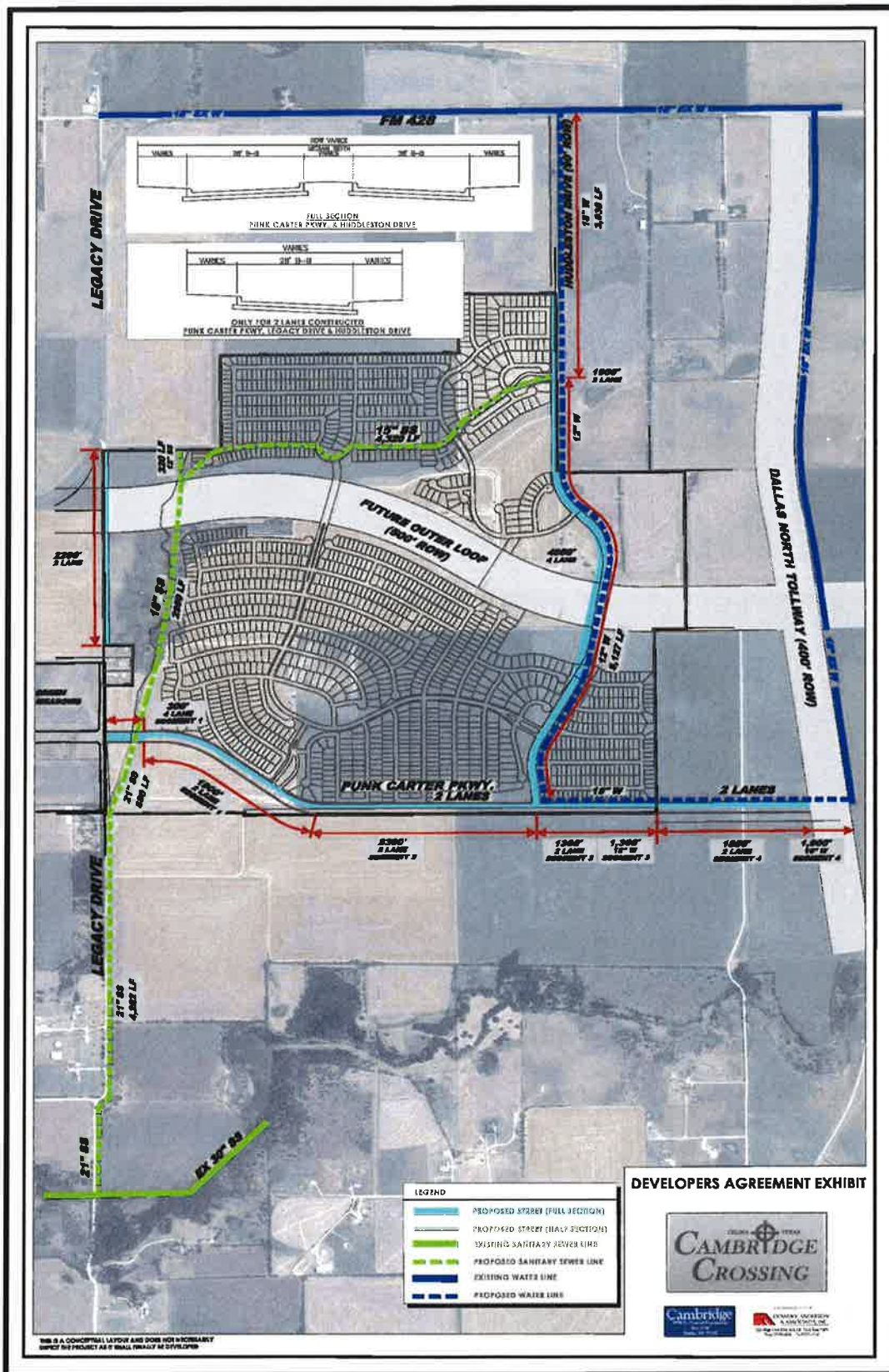
By: LLC Manager, Inc.
A Texas corporation
its Manager

By: 
James J. Melino, President

Date: 
April 26, 2018

Attachment: 1Amd - Development Agreement - Cambridge Crossing - Celina (Cambridge Crossing DA Amendment)

Exhibit A **Updated Depiction of Road Improvements and Water and Sewer Lines**



P:\Project C3D14037\14037-DevAgreement-Roadway\WtrSS.dwg, PRE-5, 3/22/2018 3:18:54 PM, Imross, Dowdley, Anderson & Associates, Inc., TDM

#14037

Attachment: 1Amd - Development Agreement - Cambridge Crossing - Celina (Cambridge Crossing DA Amendment)

Exhibit B
Description of City's Share of the Costs of Public Improvements

Opinion of Probable Cost

CAMBRIDGE CROSSING ~ SHARED MAJOR IMPROVEMENTS

City of Celina, Collin County, Texas

Land Plan: 01-30-2018

Total Lots: **1200**
 Prepared: **02/06/17**

Total Acres: **327.2**
 Revised: **3/22/2018**

WATER - PUNK CARTER (12" ONLY)	UNIT COST	UNIT	QTY	TOTAL
12" P.V.C. WATERLINE	\$ 34.00	L.F.	3,245	\$ 110,330.00
WATERLINE BY BORE W/18" STEEL ENCASEMENT	\$ 300.00	L.F.	35	\$ 10,500.00
6" GATE VALVE	\$ 850.00	EA.	8	\$ 6,800.00
12" GATE VALVE	\$ 2,100.00	EA.	9	\$ 18,900.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	8	\$ 28,000.00
18"x12" TAPPING SLEEVE	\$ 10,000.00	EA.	1	\$ 10,000.00
MISCELLANEOUS FITTINGS	\$ 5,500.00	TON	1.0	\$ 5,500.00
OFFSITE CLEARING	\$ 2,500.00	AC	1.0	\$ 2,500.00
EASEMENT ACQUISITION	\$ 1.50	S.F.	28,500	\$ 42,750.00
8" ROLL OF CURLEX WITH SEED	\$ 1.35	L.F.	3,280	\$ 4,428.00
TESTING & CHLORINATION	\$ 0.50	L.F.	3,280	\$ 1,640.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 24,134.80
MISCELLANEOUS ITEMS (2.5%)				\$ 7,517.20
TOTAL				\$ 273,000.00

WATER - PUNK CARTER (TOTAL COST)	UNIT COST	UNIT	QTY	TOTAL
18" P.V.C. WATERLINE	\$ 70.00	L.F.	3,245	\$ 227,150.00
WATERLINE BY BORE W/24" STEEL ENCASEMENT	\$ 375.00	L.F.	35	\$ 13,125.00
6" GATE VALVE	\$ 850.00	EA.	8	\$ 6,800.00
18" BUTTERFLY VALVE	\$ 8,000.00	EA.	9	\$ 72,000.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	8	\$ 28,000.00
18"x18" TAPPING SLEEVE	\$ 15,000.00	EA.	1	\$ 15,000.00
MISCELLANEOUS FITTINGS	\$ 5,500.00	TON	2.0	\$ 11,000.00
OFFSITE CLEARING	\$ 2,500.00	AC	1.0	\$ 2,500.00
EASEMENT ACQUISITION	\$ 1.50	S.F.	28,500	\$ 42,750.00
8" ROLL OF CURLEX WITH SEED	\$ 1.35	L.F.	3,280	\$ 4,428.00
TESTING & CHLORINATION	\$ 0.50	L.F.	3,280	\$ 1,640.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 42,439.30
MISCELLANEOUS ITEMS (2.5%)				\$ 12,167.70
TOTAL				\$ 479,000.00

NOTES:

INCLUDES 1,950 L.F. OFFSITE EAST TO DNT. CITY PARTICIPATION IS DIFFERENCE BETWEEN TOTAL COST AND 12" COST.
 TOTAL COST IS 18" LINE FULL LENGTH.

DAA No. 14037

DOWDEY, ANDERSON AND ASSOCIATES

1245.011\71168.1

Opinion of Probable Cost

CAMBRIDGE CROSSING ~ SHARED MAJOR IMPROVEMENTS

City of Celina, Collin County, Texas

Land Plan: 01-30-2018

Total Lots: 1200
Prepared: 02/06/17Total Acres: 327.2
Revised: 3/22/2018

WATER - HUDDLESTON DRIVE (12" ONLY)	UNIT COST	UNIT	QTY	TOTAL
12" P.V.C. WATERLINE	\$ 34.00	L.F.	8,130	\$ 278,420.00
8" P.V.C. WATERLINE	\$ 22.00	L.F.	460	\$ 10,120.00
WATERLINE BY BORE W/18" STEEL ENCASEMENT	\$ 300.00	L.F.	50	\$ 15,000.00
12" GATE VALVE	\$ 2,100.00	EA.	23	\$ 48,300.00
8" GATE VALVE	\$ 1,200.00	EA.	4	\$ 4,800.00
6" GATE VALVE	\$ 850.00	EA.	11	\$ 9,350.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	11	\$ 38,500.00
18"x12" TAPPING SLEEVE	\$ 10,000.00	EA.	1	\$ 10,000.00
MISCELLANEOUS FITTINGS	\$ 5,500.00	TON	4.0	\$ 22,000.00
OFFSITE CLEARING	\$ 2,500.00	AC.	2.0	\$ 5,000.00
EASEMENT ACQUISITION	\$ 1.50	S.F.	30,000	\$ 45,000.00
8" ROLL OF CURLEX WITH SEED	\$ 1.35	L.F.	2,650	\$ 3,577.50
TESTING & CHLORINATION	\$ 0.50	L.F.	8,590	\$ 4,295.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 49,236.25
MISCELLANEOUS ITEMS (2%)				\$ 11,401.25
TOTAL				\$ 553,000.00

WATER - HUDDLESTON DRIVE (TOTAL COST)	UNIT COST	UNIT	QTY	TOTAL
18" P.V.C. WATERLINE	\$ 70.00	L.F.	3,003	\$ 210,210.00
12" P.V.C. WATERLINE	\$ 34.00	L.F.	5,127	\$ 174,318.00
8" P.V.C. WATERLINE	\$ 22.00	L.F.	460	\$ 10,120.00
WATERLINE BY BORE W/24" STEEL ENCASEMENT	\$ 375.00	L.F.	35	\$ 13,125.00
18" BUTTERFLY VALVE	\$ 8,000.00	EA.	9	\$ 72,000.00
12" GATE VALVE	\$ 2,100.00	EA.	14	\$ 29,400.00
8" GATE VALVE	\$ 1,200.00	EA.	4	\$ 4,800.00
6" GATE VALVE	\$ 850.00	EA.	11	\$ 9,350.00
FIRE HYDRANT W/ 6" LEAD	\$ 3,500.00	EA.	11	\$ 38,500.00
18"x18" TAPPING SLEEVE	\$ 15,000.00	EA.	1	\$ 15,000.00
MISCELLANEOUS FITTINGS	\$ 5,500.00	TON	5.5	\$ 30,250.00
OFFSITE CLEARING	\$ 2,500.00	AC.	2.0	\$ 5,000.00
EASEMENT ACQUISITION	\$ 1.50	S.F.	30,000	\$ 45,000.00
8" ROLL OF CURLEX WITH SEED	\$ 1.35	L.F.	2,850	\$ 3,577.50
TESTING & CHLORINATION	\$ 0.50	L.F.	8,590	\$ 4,295.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 66,484.55
MISCELLANEOUS ITEMS (2%)				\$ 15,559.95
TOTAL				\$ 747,000.00

NOTES:

INCLUDES 2,000 L.F. OFFSITE NORTH TO FM 428. CITY PARTICIPATION IS DIFFERENCE BETWEEN TOTAL COST AND 12" COST FOR FULL LENGTH.

TOTAL COST IS 3,030 L.F. OF 18" AND 5,127 L.F. OF 12"

Opinion of Probable Cost
CAMBRIDGE CROSSING ~ SHARED MAJOR IMPROVEMENTS

City of Celina, Collin County, Texas

Land Plan: 01-30-2018

Total Lots: **1,200**
 Prepared: **02/06/17**

Total Acres: **327.2**
 Revised: **4/23/2018**

ONSITE SANITARY SEWER ~ LINE OS STA. 42+81 to 486+87, LINE SAN-01 STA. 0+00 to 45+14, LINE SAN-23 STA. 0+00 to 0+30

SANITARY SEWER ~ ONSITE TRUNK CIP	UNIT COST	UNIT	QTY	TOTAL
12" P.V.C. SDR-35 PIPE	\$ 35.00	L.F.	192	\$ 6,720.00
12" P.V.C. SDR-26 PIPE	\$ 38.00	L.F.	0	\$ -
15" P.V.C. SDR-35 PIPE	\$ 45.00	L.F.	1,504	\$ 67,680.00
15" P.V.C. SDR-26 PIPE	\$ 72.00	L.F.	3,024	\$ 217,728.00
18" P.V.C. ASTM F679 PIPE	\$ 130.00	L.F.	3,318	\$ 431,340.00
21" P.V.C. ASTM F679 PIPE	\$ 145.00	L.F.	897	\$ 130,085.00
18" BY BORE	\$ 350.00	L.F.	150	\$ 52,500.00
21" BY BORE	\$ 400.00	L.F.	40	\$ 16,000.00
5' DIAMETER MANHOLE	\$ 5,500.00	EA.	16	\$ 88,000.00
5' DIAMETER DROP MANHOLE	\$ 6,000.00	EA.	4	\$ 24,000.00
5' DIAMETER MANHOLE BOLTED AND VENTED	\$ 6,250.00	EA.	4	\$ 25,000.00
5' DIAMETER MANHOLE BOLTED	\$ 5,750.00	EA.	7	\$ 40,250.00
2000 PSI CONCRETE ENCASEMENT	\$ 40.00	L.F.	140	\$ 5,600.00
SITE CLEARING	\$ 2,500.00	AC.	5.0	\$ 12,500.00
8' ROLL OF CURLEX WITH SEED	\$ 1.35	L.F.	13,500	\$ 18,225.00
TRENCH SAFETY	\$ 0.50	L.F.	8,935	\$ 4,467.50
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	8,935	\$ 8,935.00
ENGINEERING, PLATTING & STAKING (same as 12" only)				\$ 64,293.25
MISCELLANEOUS ITEMS/CONTINGENCY (2%)				\$ 24,696.25
TOTAL				\$ 1,238,000.00

SANITARY SEWER ~ ONSITE TRUNK CIP (12" ONLY)	UNIT COST	UNIT	QTY	TOTAL
12" P.V.C. SDR-35 PIPE	\$ 35.00	L.F.	5911	\$ 206,885.00
12" P.V.C. SDR-26 PIPE	\$ 55.00	L.F.	3,024	\$ 166,320.00
12" BY BORE	\$ 225.00	L.F.	190	\$ 42,750.00
5' DIAMETER MANHOLE	\$ 5,500.00	EA.	16	\$ 88,000.00
5' DIAMETER DROP MANHOLE	\$ 6,000.00	EA.	4	\$ 24,000.00
5' DIAMETER MANHOLE BOLTED AND VENTED	\$ 6,250.00	EA.	4	\$ 25,000.00
5' DIAMETER MANHOLE BOLTED	\$ 5,750.00	EA.	7	\$ 40,250.00
2000 PSI CONCRETE ENCASEMENT	\$ 40.00	L.F.	140	\$ 5,600.00
SITE CLEARING	\$ 2,500.00	AC.	5.0	\$ 12,500.00
8' ROLL OF CURLEX WITH SEED	\$ 1.35	L.F.	13,500	\$ 18,225.00
TRENCH SAFETY	\$ 0.50	L.F.	8,935	\$ 4,467.50
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	8,935	\$ 8,935.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 64,293.25
MISCELLANEOUS ITEMS/CONTINGENCY (2%)				\$ 14,774.25
TOTAL				\$ 722,000.00

DAA No. 14037

DOWDEY, ANDERSON AND ASSOCIATES

1245.011\71168.1

Opinion of Probable Cost
CAMBRIDGE CROSSING ~ SHARED MAJOR IMPROVEMENTS

City of Celina, Collin County, Texas

Land Plan: 01-30-2018

Total Lots: **1,200**
 Prepared: **02/06/17**

Total Acres: **327.2**
 Revised: **4/23/2018**

OFFSITE SANITARY SEWER ~ LINE OS STA. 0+00 to 42+81

SANITARY SEWER ~ OFFSITE TRUNK CIP	UNIT COST	UNIT	QTY	TOTAL
21" P.V.C. ASTM F679 PIPE	\$ 145.00	L.F.	4,281	\$ 620,745.00
8" P.V.C. SDR-26 PIPE	\$ 38.00	L.F.	100	\$ 3,800.00
5' DIAMETER MANHOLE	\$ 5,500.00	EA.	8	\$ 44,000.00
5' DIA MANHOLE BOLTED & VENTED	\$ 6,250.00	EA.	1	\$ 6,250.00
5' DIA MANHOLE BOLTED	\$ 5,750.00	EA.	1	\$ 5,750.00
6' DIAMETER MANHOLE ON EXIST. 30"	\$ 7,000.00	EA.	1	\$ 7,000.00
SITE CLEARING	\$ 2,500.00	AC.	4.0	\$ 10,000.00
8' ROLL OF CURLEX WITH SEED	\$ 1.35	L.F.	13,500	\$ 18,225.00
TRENCH SAFETY	\$ 0.50	L.F.	4,381	\$ 2,190.50
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	4,281	\$ 4,281.00
ENGINEERING, PLATTING & STAKING (same as 12" only)				\$ 31,843.15
MISCELLANEOUS ITEMS/CONTINGENCY (2%)				\$ 15,915.35
TOTAL				\$ 770,000.00

SANITARY SEWER ~ OFFSITE TRUNK CIP (12" ONLY)	UNIT COST	UNIT	QTY	TOTAL
12" P.V.C. SDR-35 PIPE	\$ 35.00	L.F.	931	\$ 32,585.00
12" P.V.C. SDR-26 PIPE	\$ 55.00	L.F.	3,350	\$ 184,250.00
8" P.V.C. SDR-26 PIPE	\$ 38.00	L.F.	60	\$ 2,280.00
8" P.V.C. SDR-35 PIPE	\$ 38.00	L.F.	40	\$ 1,520.00
5' DIAMETER MANHOLE	\$ 5,500.00	EA.	8	\$ 44,000.00
5' DIA MANHOLE BOLTED & VENTED	\$ 6,250.00	EA.	1	\$ 6,250.00
5' DIA MANHOLE BOLTED	\$ 5,750.00	EA.	1	\$ 5,750.00
6' DIAMETER MANHOLE ON EXIST. 30"	\$ 7,000.00	EA.	1	\$ 7,000.00
SITE CLEARING	\$ 2,500.00	AC.	4.0	\$ 10,000.00
8' ROLL OF CURLEX WITH SEED	\$ 1.35	L.F.	13,500	\$ 18,225.00
TRENCH SAFETY	\$ 0.50	L.F.	4,381	\$ 2,190.50
TESTING & T.V. INSPECTION	\$ 1.00	L.F.	4,381	\$ 4,381.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 31,843.15
MISCELLANEOUS ITEMS/CONTINGENCY (2%)				\$ 7,725.35
TOTAL				\$ 358,000.00

NOTES:

- 1) OFFSITE SANITARY SEWER SHALL CONNECT TO EXISTING 30" IN DOE BRANCH
- 2) EASEMENT ACQUISITION ASSUMES 15' PERMANENT EASEMENT AND 20' TEMPORARY CONSTRUCTION EASEMENT
- 3) ASSUMES CONSTRUCTION SHALL BE OUTSIDE THE EXISTING PAVEMENT AND ON PRIVATE PROPERTY

DAA No. 14037

DOWDEY, ANDERSON AND ASSOCIATES

1245.011\71168.1

Opinion of Probable Cost
CAMBRIDGE CROSSING ~ SHARED MAJOR IMPROVEMENTS

City of Celina, Collin County, Texas

Land Plan: 01-30-2018

Total Lots: 1200
 Prepared: 02/06/17

Total Acres: 327.2
 Revised: 3/22/2018

LEGACY DRIVE ~ STORM SEWER	UNIT COST	UNIT	QTY	TOTAL
21" R.C.P.	\$ 52.00	L.F.	2,200	\$ 114,400.00
24" R.C.P.	\$ 58.00	L.F.	390	\$ 22,620.00
36" R.C.P.	\$ 94.00	L.F.	600	\$ 56,400.00
4'x3' R.C.B.	\$ 230.00	L.F.	460	\$ 105,800.00
5'x3' R.C.B.	\$ 260.00	L.F.	350	\$ 91,000.00
6'x3' R.C.B.	\$ 285.00	L.F.	200	\$ 57,000.00
2-6'x3' R.C.B.	\$ 510.00	L.F.	150	\$ 76,500.00
7-10'x6' R.C.B.	\$ 3,090.00	L.F.	150	\$ 463,500.00
RECESSED CURB INLET	\$ 3,600.00	EA	10	\$ 36,000.00
STORM SEWER MANHOLE	\$ 7,500.00	EA	8	\$ 60,000.00
2-6'x3' R.C.B. HEADWALL	\$ 20,000.00	EA	2	\$ 40,000.00
7-10'x6' R.C.B. HEADWALL	\$ 65,000.00	EA	2	\$ 130,000.00
TRENCH SAFETY	\$ 1.00	L.F.	4,500	\$ 4,500.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 125,772.00
MISCELLANEOUS ITEMS (2.5%)				\$ 35,508.00
TOTAL				\$ 1,419,000.00

NOTE: INCLUDES STORM SEWER THROUGH LEAVEOUT TRACTS.

PUNK CARTER ONSITE (Sag 1-3) ~ STORM SEWER	UNIT COST (\$)	UNIT (-)	QTY (#)	TOTAL (\$)
21" R.C.P.	\$ 52.00	L.F.	1420	\$ 73,840.00
36" R.C.P.	\$ 95.00	L.F.	490	\$ 46,550.00
6'x5' R.C.B.	\$ 335.00	L.F.	1080	\$ 361,800.00
7'x5' R.C.B.	\$ 370.00	L.F.	720	\$ 266,400.00
10'x5' R.C.B.	\$ 450.00	L.F.	640	\$ 288,000.00
2-6'x5' R.C.B.	\$ 595.00	L.F.	590	\$ 351,050.00
2-7'x5' R.C.B.	\$ 650.00	L.F.	340	\$ 221,000.00
2-8'x5' R.C.B.	\$ 780.00	L.F.	2260	\$ 1,762,800.00
8-10'x5' R.C.B.	\$ 3,400.00	L.F.	150	\$ 510,000.00
CURB INLET	\$ 3,800.00	EA	22	\$ 83,600.00
STORM SEWER MANHOLE	\$ 7,500.00	EA	8	\$ 60,000.00
8-10'x5' R.C.B. HEADWALL	\$ 65,000.00	EA	2	\$ 130,000.00
TRENCH SAFETY	\$ 0.20	L.F.	7,690	\$ 1,538.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 415,657.80
MISCELLANEOUS ITEMS (2.5%)				\$ 114,764.20
TOTAL				\$ 4,687,000.00

Opinion of Probable Cost
CAMBRIDGE CROSSING ~ SHARED MAJOR IMPROVEMENTS

City of Celina, Collin County, Texas

Land Plan: 01-30-2018

Total Lots: **1200**
 Prepared: **02/06/17**

Total Acres: **327.2**
 Revised: **3/22/2018**

PUNK CARTER OFFSITE (Seg 4) ~ STORM SEWER	UNIT COST	UNIT	QTY	TOTAL
21" R.C.P.	\$ 52.00	L.F.	360	\$ 18,720.00
6"x6" R.C.B.	\$ 335.00	L.F.	800	\$ 268,000.00
CURB INLET	\$ 3,600.00	EA.	4	\$ 14,400.00
STORM SEWER MANHOLE	\$ 7,500.00	EA.	1	\$ 7,500.00
6"x6" R.C.B. HEADWALL	\$ 8,500.00	EA.	2	\$ 17,000.00
TRENCH SAFETY	\$ 1.00	L.F.	1160	\$ 1,160.00
ENGINEERING, PLATTING & STAKING (10%)				\$ 32,678.00
MISCELLANEOUS ITEMS (5%)				\$ 18,542.00
TOTAL				\$ 378,000.00

DAA No 14037

DOWDEY, ANDERSON AND ASSOCIATES

Attachment: 1Amd - Development Agreement - Cambridge Crossing - Celina (Cambridge Crossing DA Amendment)

Exhibit C

Illustration of the Reimbursement

Oversize Water and Sewer Lines (City Share)

Construction Cost	\$1,328,000	Water: \$400,000; SS: \$928,000
Soft Cost (16%)	\$212,480	
	<u>\$1,540,480</u>	
Plus Interest Carry	\$231,072	
Total Oversize Water and Sewer	\$1,771,552	\$295,259 annual (6 yr. ammo)

Storm in Legacy (City Share) (Avoided or Materially Reduced if Built in Western Lanes)

Construction Cost	\$709,500	
Soft Cost (18%)	\$127,710	
	<u>\$837,210</u>	
Plus Interest Carry	\$125,582	
Total Legacy Storm (City Share)	\$962,792	\$160,465 annual (6 yr. ammo)

Storm in Punk Carter (City Share)

Construction Cost	\$2,532,500	
Soft Cost (18%)	\$455,850	
	<u>\$2,988,350</u>	
Plus Interest Carry	\$448,253	
Total Punk Carter Storm (City Share)	\$3,436,603	\$572,767 annual (6 yr. ammo)

Capital Recovery Fees:	\$5,500 (Increases to \$6,000 per Lot after Phase 1)
Assumed Building Permits per year:	200
Available to pay	<u>\$1,100,000</u>

Oversize Water/Sewer	Legacy Storm	Punk Carter Storm	Agg. Min. Annual Pymt.	Pym't From Capital Fees	Cumulative Pym't (Credit) From (to) City	Required Add. Pym't From City (Other)	Outstanding Balance	
							\$5,208,155	
\$295,259	\$0	\$572,767	\$868,026	\$1,100,000	(\$231,974)	\$0	\$4,108,155	year 1
\$295,259	\$0	\$572,767	\$868,026	\$1,100,000	(\$463,949)	\$0	\$3,008,155	year 2
\$295,259	\$160,465	\$572,767	\$1,028,491	\$1,100,000	(\$535,458)	\$0	\$2,870,946	year 3*
\$295,259	\$160,465	\$572,767	\$1,028,491	\$1,100,000	(\$606,967)	\$0	\$1,770,946	year 4
\$295,259	\$160,465	\$572,767	\$1,028,491	\$1,100,000	(\$678,476)	\$0	\$670,946	year 5
\$295,259	\$160,465	\$572,767	\$1,028,491	\$1,100,000	(\$749,985)	\$0	(\$429,054)	year 6**
\$0	\$160,465	\$0	\$160,465	\$1,100,000	(\$1,689,519)	\$0	(\$1,529,054)	year 7
\$0	\$160,465	\$0	\$160,465	\$704,000	(\$2,233,054)	\$0	(\$2,233,054)	year 8

*add Legacy storm if required

**paid in full year 6



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re: Westgate Plat Fee Reduction

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Legend Contracting, Inc. regarding impact fee assessments. (Westgate Impact Fees) (Laumer)

Background Information:

This agreement between the City of Celina and Legend Contracting, Inc. establishes capital fee assessments, for the purpose of encouraging economic and community development, on 12 lots in the Westgate subdivision as follows:

Roadway:	\$2,500.00 per lot
Water:	\$2,000.00 per lot
Wastewater:	\$2,000.00 per lot
Technology:	\$500.00 per lot

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

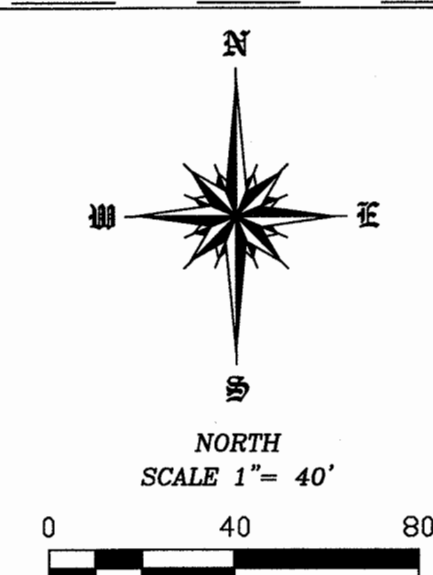
N/A

Supporting Documents:

- Letter establishing fees
- Westgate plat

Staff Recommendation:

Staff recommends approval.



LEGEND

C.M. = CONTROLLING MONUMENT
= POWER POLE
= GUYWIRE
= SANITARY SEWER MANHOLE
= GAS METER
= WATER VALVE
= HYDRANT

NOTES:
BEARING SHOWN ARE BASED ON THE FINAL
PLAT OF WESTGATE ADDITION SECTION THREE
RECORDED IN CABINET F, PAGE 749

LINE	BEARING	DISTANCE
L1	S 89°22'54" E	20.00'
L2	N 00°24'51" E	20.00'
L3	N 05°43'21" E	15.06'

PROPERTY LOCATION STATEMENT:

This property is located in the corporate limits of the City of Celina, Collin County, Texas.

Signature of Mayor _____ Date of Approval 5-9-17

ATTEST: Cheli Tancher 06/06/2017
City Secretary Date

RECOMMENDED BY: _____ PLANNING AND ZONING COMMISSION
CITY OF CELINA, TEXAS

SIGNATURE OF CHAIRPERSON _____ DATE OF RECOMMENDATION _____
[Signature] 6-13-17

APPROVED BY: _____ CITY COUNCIL CITY OF CELINA, TEXAS


 SIGNATURE OF MAYOR DATE OF APPROVAL
 _____ 5-9-17 _____

ATTEST: Vicki Faulkner 06/06/07
CITY SECRETARY DATE

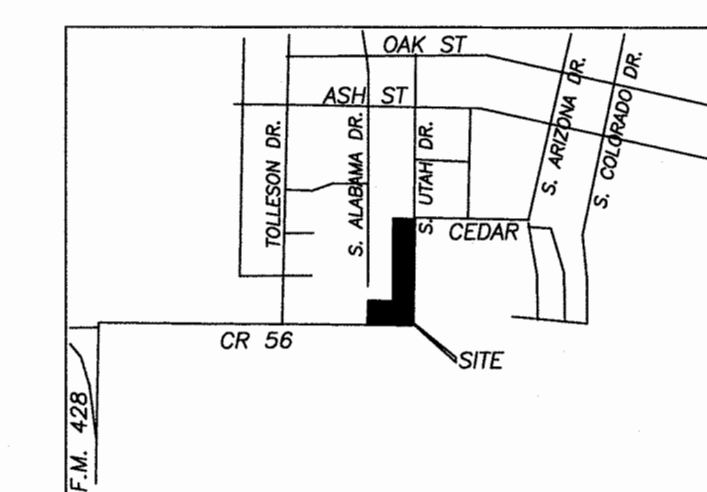
PURPOSE OF THIS PLAT:

The purpose of the replat is create XX lots.

FLOOD NOTE:

THIS TRACT DOES NOT FALL WITHIN THE 100 YEAR FLOOD PLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAP, PANEL NO. 48085C0110J, REVISED JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

FROM:
R-6644-000-0030-1 / 2.236 AC
FOR TAX YEAR 2018



LOCATION MAP



**FINAL PLAT
WESTGATE SECTION FOUR
2.521 ACRES
M.E.P. & P. RY. SURVEY
ABSTRACT NO. 644
CITY OF CELINA
COLLIN COUNTY, TEXAS**

S11294

OWNER
LEWIS DICKERSON
1130 N LOUISIANA DR.
CELINA, TEXAS 75009
(972) 382-2123

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
TEXAS FIRM NO. 10069500

CITY OF CELINA CASE NO.

SCALE 1" = 40' SHEET 1 OF 2 DATE: APRIL 12, 2017 JOB No. 2014-14

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
06/20/2017 08:36:56 AM
\$41.00 CJAMAL
20170620010202930

2017. 469
Spacy Kemp



11294-2

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS Jerry Dickerson Executor of Estate of Lynda S. Stambaugh, Jerry J Dickerson, Zachary Stambaugh, Natalie Stambaugh and Lewis Dickerson are the Owners of a tract of land situated in the M.E.P. & P. RY. Survey, Abstract No. 644, City of Celina, Collin County, Texas, and being part of a 12.625 acre tract as recorded in Volume 1334, Page 890, Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a capped (4613) 1/2 inch iron rod set for corner in the east line of of Lot 6, Westgate Addition Section Three, according to the plat thereof recorded in Cabinet F, Page 749, Plat Records, Collin County, Texas, said iron rod being North 00 degrees 25 minutes 00 seconds East a distance of 14.71' from the southeast corner of said Lot 5;

THENCE North 00 degrees 25 minutes 00 seconds East following the east line of said Lot 5 a distance of 111.01 feet to a "X" cut set for corner at the southwest corner of Lot 6 of said addition;

THENCE South 89 degrees 22 minutes 54 seconds East following the south line of said Lot 6 and Lot 7 of said addition a distance of 162.00 feet to a capped (4613) 1/2 inch iron rod set for corner;

THENCE North 00 degrees 24 minutes 51 seconds East following the east line of said Lot 7 a distance of 123.83 feet to a capped (4613) 1/2 inch iron rod set for corner;

THENCE South 89 degrees 22 minutes 54 seconds East a distance of 20.00 feet to a capped (4613) 1/2 inch iron rod set for corner;

THENCE North 00 degrees 24 minutes 51 seconds East a distance of 20.00 feet to a capped (4613) 1/2 inch iron rod set at the southeast corner of a 15' alley;

THENCE North 5 degrees 43 minutes 21 seconds East following the east end of said alley a distance of 15.06 feet to a capped (4613) 1/2 inch iron rod set at the northeast corner of said alley;

THENCE North 00 degrees 25 minutes 00 seconds East following the east line of said Westgate Addition No. Three passing at 339.59 feet the northeast corner of said Westgate Addition Section No. Three and the southeast corner of Westgate Addition Section No. Two in all a distance of 384.85 feet to a capped (4613) 1/2 inch iron rod set for corner at the southwest corner of Westgate Addition Section One;

THENCE South 89 degrees 34 minutes 13 seconds East following the south line of said Westgate Addition Section One a distance of 132.50 feet to a capped (4613) 1/2 inch iron rod set for corner in the west line of South Utah Street/County Road No. 56;

THENCE South 00 degrees 24 minutes 33 seconds West following the west ROW line of said South Utah Street/County Road No. 56 a distance of 654.79 feet to a capped 1/2 inch iron rod found for corner;

THENCE North 89 degrees 26 minutes 32 seconds West following the north ROW line of West Sunset Blvd./County Road No. 56 a distance of 315.97 feet to the POINT OF BEGINNING and containing 109,795 square feet or 2.521 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Jerry Dickerson Executor of Estate of Lynda S. Stambaugh, Jerry J Dickerson, Zachary Stambaugh, Natalie Stambaugh and Lewis Dickerson, does hereby adopt this plat designating the herein above described property as Westgate Section Four, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and there public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, constructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas.

WITNESS, my hand this the 14th day of June, 2017

BY:

Lewis Dickerson, Owner

STATE OF TEXAS
COUNTY OF COLLIN

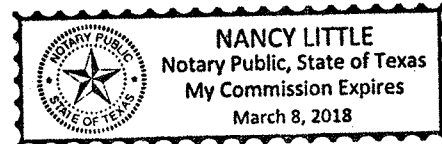
Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared Lewis Dickerson, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my seal of office, this 14th day of June, 2017.

Nancy Little

Notary Public in and for the State of Texas

My Commission Expires On: 3-8-18



PURPOSE OF THIS PLAT:

The purpose of the replat is create XX lots.

FLOOD NOTE:

THIS TRACT DOES NOT FALL WITHIN THE 100 YEAR FLOOD PLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAP, PANEL NO. 48085C0110J, REVISED JUNE 2, 2009 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

WITNESS, my hand this the 14th day of June, 2017

BY:

Jerry Dickerson
Jerry Dickerson, Executor of Estate
of Lynda S. Stambaugh

STATE OF TEXAS
COUNTY OF COLLIN

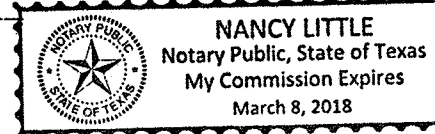
Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared Jerry Dickerson, Executor of Estate of Lynda S. Stambaugh, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my seal of office, this 14th day of June, 2017.

Nancy Little

Notary Public in and for the State of Texas

My Commission Expires On: 3-8-18



WITNESS, my hand this the 14th day of June, 2017

BY:

Jerry J Dickerson, Owner

STATE OF TEXAS
COUNTY OF COLLIN

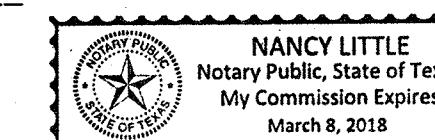
Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared Jerry J Dickerson, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my seal of office, this 14th day of June, 2017.

Nancy Little

Notary Public in and for the State of Texas

My Commission Expires On: 3-8-18



WITNESS, my hand this the 14th day of June, 2017

BY:

Zach Stambaugh
Zachary Stambaugh, Owner

STATE OF TEXAS
COUNTY OF COLLIN

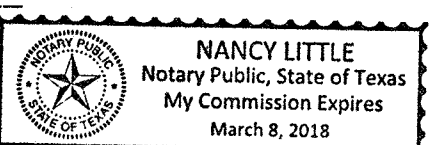
Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared Zachary Stambaugh, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my seal of office, this 14th day of June, 2017.

Nancy Little

Notary Public in and for the State of Texas

My Commission Expires On: 3-8-18



WITNESS, my hand this the 14th day of June, 2017

BY:

Natalie Stambaugh, Owner

STATE OF TEXAS
COUNTY OF COLLIN

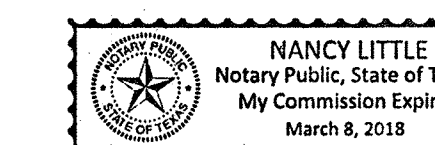
Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared Natalie Stambaugh, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my seal of office, this 14th day of June, 2017.

Nancy Little

Notary Public in and for the State of Texas

My Commission Expires On: 3-8-18

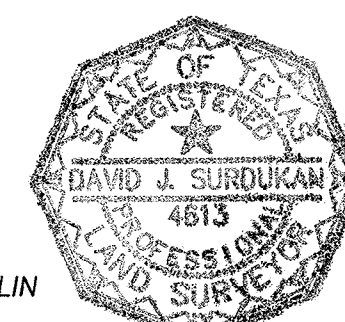


STANDARD NOTES

- 1) Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
- 2) The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
- 3) The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.
- 4) The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The city shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the city exercise this maintenance right, then is shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The city may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM Easement. The city shall also have the right but not the obligation to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The city, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

KNOW ALL MEN BY THESE PRESENTS:

That I, David J. Surdukan, do hereby certify that I prepared this plat from an actual accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

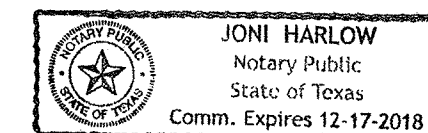


David J. Surdukan
DAVID J. SURDUKAN
R.P.L.S. NO. 4613

STATE OF TEXAS
COUNTY OF COLLIN

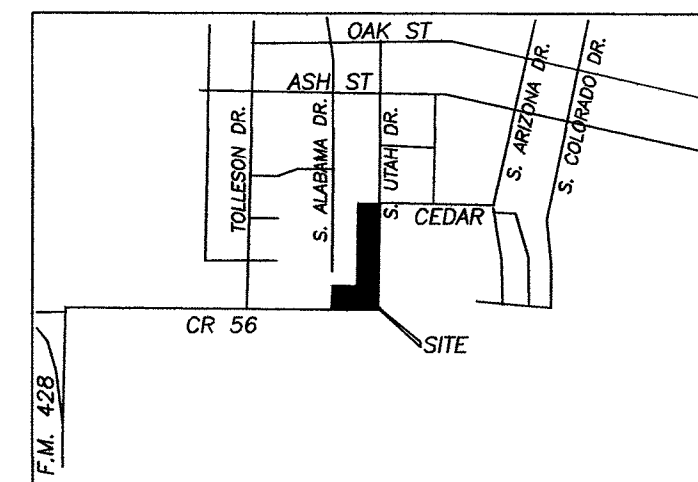
Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared David J. Surdukan, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my seal of office, this 13 day of June, 2017.



Joni Harlow
Notary Public in and for the State of Texas

12-17-2018
My Commission Expires On:



LOCATION MAP

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
06/20/2017 08:36:56 AM
\$41.00 C.J.R.M.L.
20170620010002930



2017-470
470
Stacy Kemp

FINAL PLAT
WESTGATE SECTION FOUR
2.521 ACRES
M.E.P. & P. RY. SURVEY
ABSTRACT NO. 644
CITY OF CELINA
COLLIN COUNTY, TEXAS

S11294

OWNER
Jerry Dickerson Executor of Estate of Lynda S. Stambaugh
Jerry J Dickerson, Zachary Stambaugh, Natalie Stambaugh
and Lewis Dickerson
1130 N LOUISIANA DR.
CELINA, TEXAS 75009
(972) 382-2123

SURVEYOR
Surdukan Surveying, Inc.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
TEXAS FIRM NO. 10089500

SHEET 2 OF 2
SCALE 1" = 40'
DATE: APRIL 12, 2017
JOB No. 2014-141

April 24, 2018

Don D'Amico
 Legend Contracting, Inc
 608 West Main Street
 Celina, Texas 75009

**Re: Capital Fees for Westgate
 Section Four comprising 2.521 Acres**

Dear Mr. D'Amico:

This letter will serve to memorialize an agreement between Legend Contracting, Inc. and the City of Celina, Texas (the "City") regarding capital fee assessments on 12 lots in the above-referenced subdivision. Your development is subject to roadway, water, and wastewater fees assessed and collected by the City. Those fees are set forth in the City's subdivision ordinance and fee schedule. For the purpose of encouraging economic and community development the City has agreed to a capital fee schedule per lot as follows:

Roadway:	\$2,500.00 per lot
Water:	\$2,000.00 per lot
Wastewater:	\$2,000.00 per lot
Technology:	\$500.00 per lot

By signing below, you confirm and agree that the charges are lawful and roughly proportional to the demand being placed upon city infrastructure by your development. This agreement only addresses capital fees and does not relieve you of any other development related charges, including but not limited to building permit fees.

If you are agreeable to these terms and this writing comports with your understanding, please acknowledge below. Thank you for your attention to this matter.

Sincerely,

Jason Laumer

JL/ajl

Agreed:

Don D'Amico
 Title: _____
 Legend Contracting, Inc.

Attachment: Memo to Mr. D'Amico (Westgate Plat Fee Reduction)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re: Bluewood DA Amendment

Action Requested:

Consider and act to authorize the City Manager to execute Amendment #1 to the Bluewood Development Agreement. (Laumer)

Background Information:

This item amends the fee structure for the Bluewood Development Agreement.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed Development Agreement amendment

Staff Recommendation:

Staff recommends approval.

**FIRST AMENDMENT TO AMENDED AND
RESTATED DEVELOPMENT AGREEMENT
(Wells North 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 North, LLC, a Texas limited liability company (the "Owner"), each a "Party" and collectively the "Parties" to be effective on _____, 2018 (the "Effective Date").

**ARTICLE I
RECITALS**

WHEREAS, Celina Development North, LLC owns the approximately 244.136-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 Parties effective November 10, 2015 governing the Property (the "Original Development Agreement"); 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 amend certain provisions related to fees and roadway construction; and

WHEREAS, the City Council approved this Amendment on _____, 2018.

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:

**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 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.

2.4 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).

2.5 Section 3.06(d) of the Original Development Agreement is amended in its entirety to read as follows:

(d) Prior to this Amendment, the Owner made the one-time escrow deposit with the City in an amount equal to \$585,000 (the "Escrow")

Funds") required by the Original Development Agreement. The Escrow Funds were paid to the City by the Owner at the closing of the first series of PID Bonds (hereinafter defined). The City shall use the Escrow Funds only for roadway improvements adjacent to or within the boundaries of the Property or the Lilyana 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.

2.6 Section 3.06(e) of the Original Development Agreement is amended in its entirety to read as follows:

(e) In addition to the fees described above, the Owner will make a one-time payment to the City in an amount equal to \$376,315 (the "Roadway Cost Shortfall Amount"). The Roadway Cost Shortfall Amount will be paid to the City within 45 days after the Owner receives an invoice from the City requesting payment of the Roadway Cost Shortfall Amount. The City shall use the Roadway Cost Shortfall Amount only for improvements to CR 88 and CR 83 adjacent to the Property or the Lilyana development.

2.7 The last sentence of Section 5(a) of Exhibit D of the Original Development Agreement is amended to read as follows:

Within Areas A through E, at full build out (i) a maximum of 50 percent shall be Type I lots; (ii) a minimum of 30 percent shall be Type II lots; and (iii) a minimum of 7.5 percent shall be Type III lots.

The Concept Plan in the Original Development Agreement shall be replaced with the Concept Plan attached hereto as **Exhibit B** to reflect the text change above in this Section 2.7.

2.8 Exhibit F of the Original Development Agreement is deleted, and the street section on Exhibit G of the Original Development Agreement is solely for the purpose of determining the Owner's CR 83 right-of-way dedication requirements. Sections 5.01(a) and (b) of the Original Development Agreement are amended in their entirety to read as follows:

5.01 Road Infrastructure. The Parties agree to fund and construct the following internal and perimeter thoroughfare improvements described in Sections 5.01(a) through (d) (collectively, the "Road Improvements") pursuant to the following terms:

(a) The City agrees to construct, at its sole cost, a four-lane section of CR 88 adjacent to the Property, as shown on the Concept Plan. The City's construction of this section of CR 88 may be phased, and may be completed prior to or concurrently with the Owner's platting and development of the first phase adjacent to CR 88, but the timing will be within the City's sole discretion. The City agrees to provide copies of the

construction plans for the CR 88 Road Improvements to the Owner in advance of construction to allow the Parties to coordinate regarding development issues impacting the portions of the Property adjacent to CR 88. With the exception of the dedications required by Section 5.02, the City shall acquire all necessary easements for CR 88 Road Improvements at its sole cost. The City shall fund all utility relocations required for the CR 88 Road Improvements at its sole cost. The Owner shall not be required to construct or fund any improvements to CR 88. No plat approval shall be conditioned on the Owner making improvements to CR 88, and no plat shall be denied on the basis that CR 88 needs to be improved prior to the development of any portion of the Property.

(b) The City agrees to construct, at its sole cost, a four-lane section of CR 83 adjacent to the Property, as shown on the Concept Plan. The City's construction of this section of CR 83 may be phased, and may be completed prior to or concurrently with the Owner's platting and development of the first phase adjacent to CR 83, but the timing will be within the City's sole discretion. The City agrees to provide copies of the construction plans for the CR 83 Road Improvements to the Owner in advance of construction to allow the Parties to coordinate regarding development issues impacting the portions of the Property adjacent to CR 83. With the exception of the dedications required by Section 5.02, the City shall acquire all necessary easements for CR 83 Road Improvements at its sole cost. The City shall fund all utility relocations required for the CR 83 Road Improvements at its sole cost. The Owner shall not be required to construct or fund any improvements to CR 83. No plat approval shall be conditioned on the Owner making improvements to CR 83, and no plat shall be denied on the basis that CR 83 needs to be improved prior to the development of any portion of the Property.

2.9 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 C.

2.10 The Owner agrees to stripe bike lanes along Bluewood Way and Kinship Parkway within the Property.

2.11 All sidewalks within the Property shall be a minimum of five feet in width.

2.12 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.

2.13 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.

2.14 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.

2.15 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	Updated Concept Plan
Exhibit C	Street Section for Internal Roads

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 _____, 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

Attachment: First Amendment to Wells North Development Agreement (Bluewood DA Amendment)

Celina Development North, LLC
a Texas limited liability company

By: _____

Name: Elaine Ford

Title: Senior Vice President

Date of Execution: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2018,
by Elaine Ford, Senior Vice President of Celina Development North, LLC, a Texas
limited liability company, on behalf of said company.

Notary Public in and for the State of Texas

Attachment: First Amendment to Wells North Development Agreement (Bluewood DA Amendment)

Exhibit A
Property Description

TRACT 1

233.738 ACRES

BEING a tract of land out of the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No. 2005-0005697, Official Public Records of Real Property of Collin County, Texas, said tract also being part of a tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343, Deed Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a ½" iron rod found in County Road No. 88 at the northeast corner of a called 35.814 acre tract of land described in Special Warranty Deed to CTMGT CR 2C FL-2, LLC, recorded in Instrument No. 20130829001223660, Official Public Records of Collin County;

THENCE along the east line of said 35.814 acre tract, South 00°33'04" East, a distance of 39.13 feet to a 5/8" iron rod with "KHA" cap found in the south right-of-way line of said County Road No. 88, for the northwest corner of a called 75.0000 acre tract of land described in Special Warranty Deed to Collin County Community College District, recorded in Instrument No. 20090818001039820, Official Public Records of Collin County;

THENCE departing the said east line of called 35.814 acre tract, along the south right-of-way line of said County Road No. 88 and the north line of said 75.0000 acre tract, the following courses and distances:

North 89°38'04" East, a distance of 854.43 feet to a 5/8" iron rod with "KHA" cap found for corner at the beginning of a tangent curve to the right with a radius of 1,356.38 feet, a central angle of 39°54'51" and a chord bearing and distance of South 70°24'31" East, 925.91 feet;

In a southeasterly direction along said curve, an arc distance of 944.90 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a reverse curve to the left with a radius of 1,396.84 feet, a central angle of 40°11'41" and a chord bearing and distance of South 70°32'56" East, 959.96 feet for the northeast corner of said 75.000 acre tract and the **POINT OF BEGINNING**;

THENCE continuing along the south right-of-way line of said County Road No. 88, the following courses and distances:

Attachment: First Amendment to Wells North Development Agreement (Bluewood DA Amendment)

In a southeasterly direction along said curve, an arc distance of 979.93 feet to a 5/8" iron rod with "KHA" cap found at the end of said curve;

North 89°21'13" East, a distance of 22.58 feet (Deed 22.79') to a 5/8" iron rod with "KHA" cap found for corner in the west line of a called 115.503 acre tract of land described in Special Warranty Deed to Westgate 115 Investors, L.P., recorded in Instrument No. 20130621000869270, Official Public Records of Collin County, Texas; from said point a 1/2" iron rod with "Metroplex 1849" cap found for witness bears North 00°55'47" West, a distance of 6.25 feet;

THENCE along the said west line of called 115.503 acre tract, South 00°55'47" East, at a distance of 1,949.66 feet, passing a 1/2" iron rod with "Metroplex 1849" cap found, continuing along the west line of said 115.503 acre tract, at a distance of 3,612.06 feet, passing the northwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20080310000279150, Official Public Records of Collin County, Texas, continuing along the west line of said Wood tract, at a distance of 4,075.82 feet, passing a 1/2" iron rod found at the southwest corner of said Wood tract and the northwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas, continuing with the west line of the second referenced Wood tract, in all a total distance of 4,629.12 feet to a 5/8" iron rod with "KHA" cap found for corner in County Road No. 83;

THENCE departing the said west line of the second reference Wood tract and along the north right-of-way line of County Road No. 83 and the north line of a called 76.69 acre tract of land described in Special Warranty Deed to Collin County Investments, Ltd., recorded in Volume 5419, Page 2461, Official Public Records of Collin County, Texas, South 89°30'11" West, a distance of 2,678.92 feet (Deed calls 2,663.76 feet) to a PK nail found for the southeast corner of The Carter Ranch Phase III, an addition to the City of Celina according to the plat recorded in Cabinet 2006, Page 460 of the Map Records of Collin County, Texas and in Instrument No. 20060714010003020, of Official Public Records of Collin County, Texas;

THENCE North 00°33'04" West, at a distance of 58.02 feet, passing the southeast corner of Lot 1X, Block B, said The Carter Ranch Phase III, continuing along the east line of said Block B, at a distance of 1,052.02 feet, passing a 5/8" iron rod with "Huitt Zollars" cap found at the northeast corner of Lot 26 of said Block B and the southeast corner of the east terminus of Andalusian Trail (a 50-foot wide right-of-way), continuing along the said east terminus of Andalusian Trail, at a distance of 1,102.02 feet, passing a 5/8" iron rod with "Huitt Zollars" cap found at the northeast corner of the said east terminus of Andalusian Trail and the southeast corner of Lot 20, Block L, said The Carter Ranch Phase III, continuing along the east line of said Block L, at a distance of 1,801.02 feet,

passing the northeast corner of Lot 1X, of said Block L and the southeast corner of the east terminus of Carter Ranch Boulevard (an 80-foot wide right-of-way), continuing along the said east terminus of Carter Ranch Boulevard, at a distance of 1,881.02 feet, passing the northeast corner of said terminus of Carter Ranch Boulevard and the southeast corner of Lot Z-1, Block Z, The Carter Ranch Phase II A, an addition to the City of Celina, Texas according to the plat recorded in Cabinet 2007, Page 292, Map Records of Collin County, Texas and in Instrument No. 20070531010001890, Official Public Records of Collin County, Texas, continuing along the east line of said

Block Z, at a distance of 3,149.24 feet to a 5/8" iron rod with "KHA" cap found for the southwest corner of aforesaid called 75.000 acre tract;

THENCE along the south line of said 75.000 acre tract, North 89°26'56" East, a distance of 1,665.00 to a 5/8" iron rod with "KHA" cap found at the southeast corner of said 75.000 acre tract;

THENCE, along the east line of said 75.000 acre tract, the following courses and distances:

North 00°33'04" West, a distance of 242.54 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the left having a central angle of 23°51'09", a radius of 1,000.00 feet, a chord bearing and distance of North 12°28'39" West, 413.30 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 416.30 feet to a 5/8" iron rod with "KHA" cap found for corner;

North 24°24'13" West, a distance of 239.76 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the right having a central angle of 63°57'09", a radius of 750.00 feet, a chord bearing and distance of North 7°34'21" East, 794.35 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 837.13 feet to a 5/8" iron rod with "KHA" cap found for corner;

North 39°32'55" East, a distance of 200.00 feet to the **POINT OF BEGINNING** and containing 233.738 acres or 10,181,614 square feet of land, more or less.

TRACT 2

10.3980 ACRES

BEING a tract of land out of the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being part of a tract of land depicted in Special Warranty Deed to George White Family Limited Partnership, recorded in Clerk's File No.

2005-0005697, Official Public Records of Real Property of Collin County, Texas, and also being part of the tract of land described as "1st Tract" in deed to Mary G. White recorded in Volume 142, Page 343 of the Deed Records of Collin County, Texas; said tract also being all of the same resultant tract of land defined by the Right-of-Way Dedication to Collin County recorded in Instrument No. 20061122001662300, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in County Road No. 88 at the northeast corner of a called 35.814 acre tract of land described in Special Warranty Deed to CTMGT CR 2C FL-2, LLC recorded in Instrument No. 20130829001223660, Official Public Records of Collin County, Texas;

THENCE along the east line of said 35.814 acre tract, South 00°33'04" East a distance of 39.13 feet to a 5/8" iron rod with "KHA" cap found on the south right-of-way line of said County Road No. 88, for the northwest corner of a called 75.0000 acre tract of land described in Special Warranty Deed to Collin County Community College District recorded in Instrument No. 20090818001039820, Official Public Records of Collin County;

THENCE, along the south right-of-way line of County Road No. 88 and north line of said 75.0000 acre tract, North 89°38'04" East, a distance of 854.43 feet to a 5/8" iron rod with "KHA" cap found for the point of beginning of a tangent curve to the right;

THENCE, departing the said south right-of-way line of County Road No. 88 and north line of called 75.000 acre tract, South 88°48'06" West, a distance of 511.14 feet to a 5/8" iron rod with "KHA" cap set for corner on a north right-of-way line of said County Road No. 88 for the **POINT OF BEGINNING**;

THENCE along a south right-of-way line of said County Road No. 88, the following courses and distances:

North 00°50'34" West, a distance of 25.47 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 89°09'26" East, a distance of 1,192.91 feet to a 5/8" iron rod with "KHA" cap found for corner at the northern most end of a right-of-way corner clip at the intersection of said south right-of-way line and the west right-of-way line of County Road No. 86 (a variable width right-of-way);

THENCE along said right-of-way corner clip, South 45°30'03" East, a distance of 70.29 feet to a 5/8" iron rod with "KHA" cap found for corner at the southernmost end of said corner clip;

THENCE along the said west right-of-way line of County Road No. 86, South 00°09'32" East, a distance of 533.28 feet to a 5/8" iron rod with "KHA" cap found for corner at the intersection of the said west right-of-way line of County Road No. 86 and the

north right-of-way line of County Road No. 88; said point also being at the beginning of a non-tangent curve to the right having a radius of 1,316.84 feet, a central angle of $39^{\circ}15'29''$, a chord bearing and distance of North $70^{\circ}04'50''$ West, 884.73 feet;

THENCE along the said north right-of-way line of County Road No. 88, the following courses and distances:

In a northwesterly direction, along said curve, an arc distance 902.28 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a reverse curve to the left with a radius of 1,436.38 feet, a central angle of $19^{\circ}04'36''$, and a chord bearing and distance of North $59^{\circ}59'23''$ West, 476.04 feet;

In a northwesterly direction, along said curve, an arc distance of 478.24 feet to the **POINT OF BEGINNING** and containing 10.3980 acres or 452,936 square feet of land.

Exhibit B
Updated Concept Plan

Attachment: First Amendment to Wells North Development Agreement (Bluewood DA Amendment)

LAND USE AREA SUMMARY:

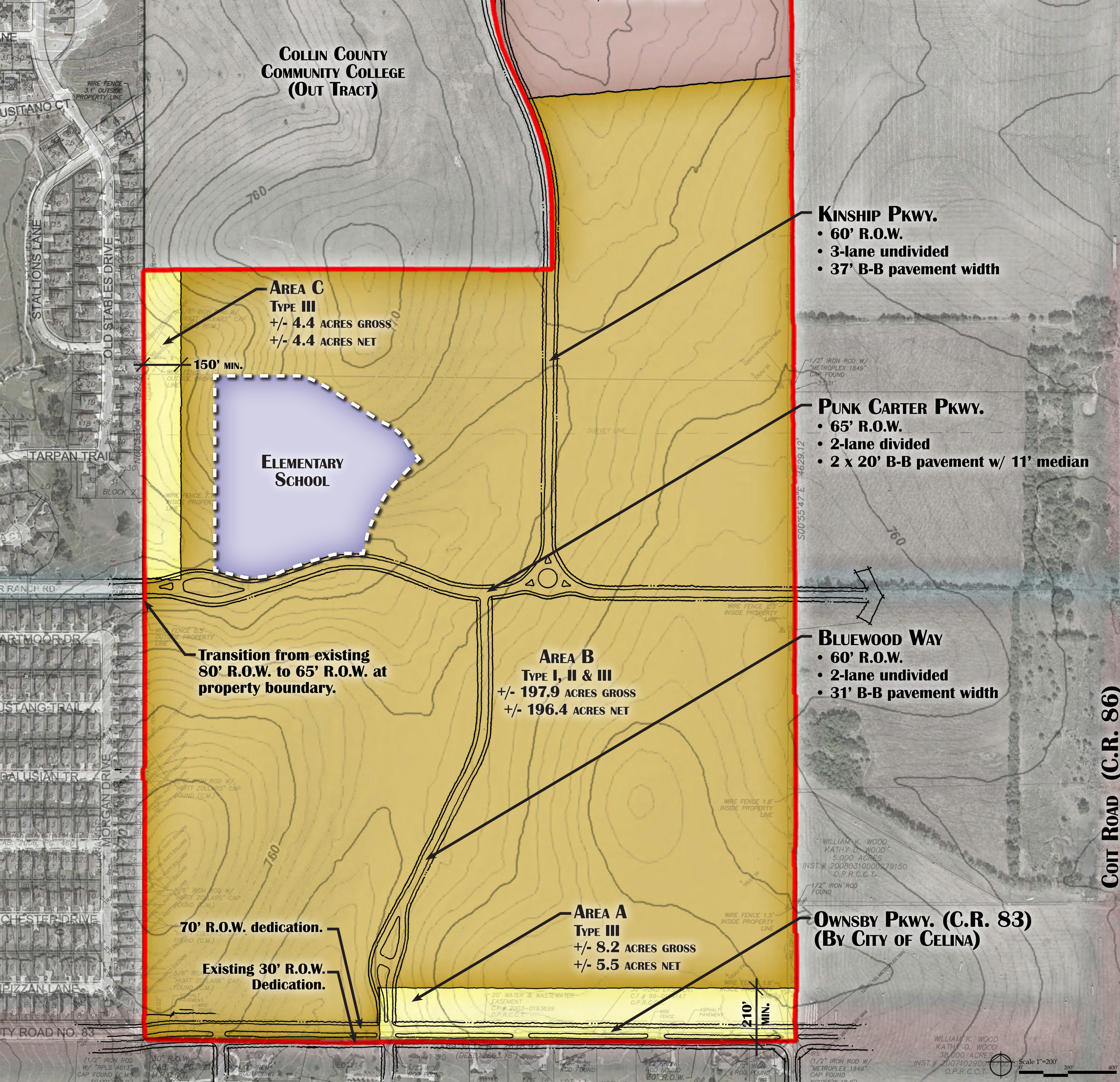
ZONING AREA	GROSS ACRES	LAND USE GROSS ACRES	NET ACRES	LAND USE NET ACRES
Area A	+/- 8.2	Single-Family +/- 210.5	+/- 5.5	Single-Family +/- 206.3
Area B	+/- 197.9		+/- 196.4	
Area C	+/- 4.4	MU-2 +/- 33.6	+/- 4.4	MU-2 +/- 33.1
Area D	+/- 23.2		+/- 23.0	
Area E	+/- 10.4		+/- 10.1	
Total	+/- 244.1	+/- 244.1	+/- 239.4	+/- 239.4

SINGLE-FAMILY RESIDENTIAL SUMMARY FOR AREAS A, B, AND C:

	LAND USE PRODUCT TYPE	MINIMUM LOT WIDTH	NET ACRES	ALLOWED % OF UNITS	DENSITY
	Type I	50 feet	+/- 206.3	50% max.	4.3 du/ac
	Type II	60 feet		30% min.	
	Type III	70 feet		7.5% min.	
	Total Maximum Dwelling Units = 900				

GENERAL NOTES:

- Contour Interval = two foot (2').
- The thoroughfare alignment(s) shown on this exhibit are for illustration purposes only and does not set the alignment. The alignment will be consistent with the Concept Plan and determined on final plat.
- Thoroughfare types, right-of-way widths and pavement widths are determined by a Traffic Impact Analysis (TIA).
- Net acreage shown in Areas A, B, D and E are net of C.R. 88 and C.R. 83 only.



WELLS NORTH TRACT (Bluewood) Exhibit B - Concept Plan

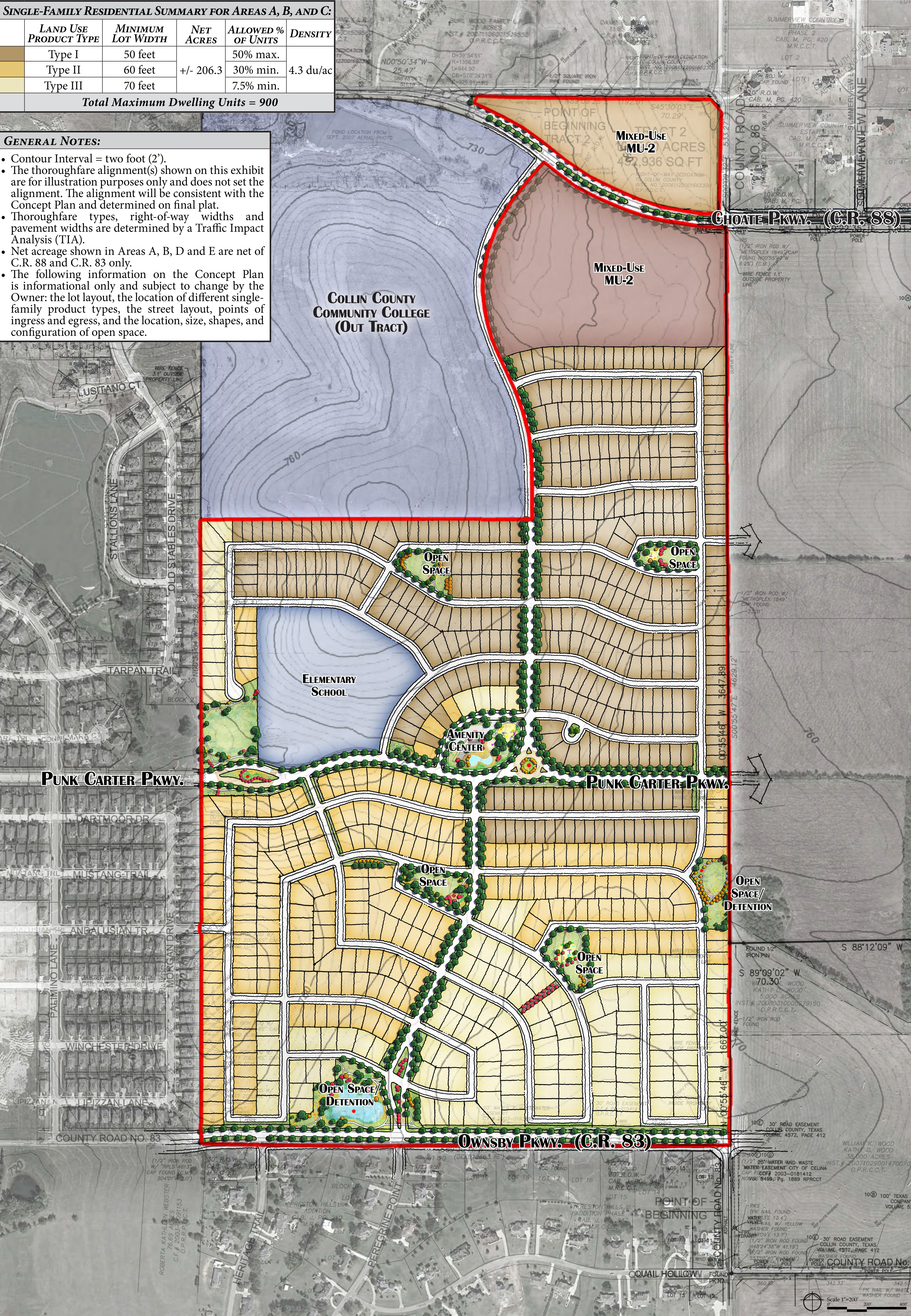
Celina, TX May 02, 2018

The information shown is based on the best information available and is subject to change without notice.

7.P.a

SINGLE-FAMILY RESIDENTIAL SUMMARY FOR AREAS A, B, AND C:					
	LAND USE PRODUCT TYPE	MINIMUM LOT WIDTH	NET ACRES	ALLOWED % OF UNITS	DENSITY
	Type I	50 feet	+/- 206.3	50% max.	4.3 du/ac
	Type II	60 feet		30% min.	
	Type III	70 feet		7.5% min.	
	Total Maximum Dwelling Units = 900				

- GENERAL NOTES:**
- Contour Interval = two foot (2').
 - The thoroughfare alignment(s) shown on this exhibit are for illustration purposes only and does not set the alignment. The alignment will be consistent with the Concept Plan and determined on final plat.
 - Thoroughfare types, right-of-way widths and pavement widths are determined by a Traffic Impact Analysis (TIA).
 - Net acreage shown in Areas A, B, D and E are net of C.R. 88 and C.R. 83 only.
 - The following information on the Concept Plan is informational only and subject to change by the Owner: the lot layout, the location of different single-family product types, the street layout, points of ingress and egress, and the location, size, shapes, and configuration of open space.



WELLS NORTH TRACT (Bluewood) Exhibit B - Concept Plan

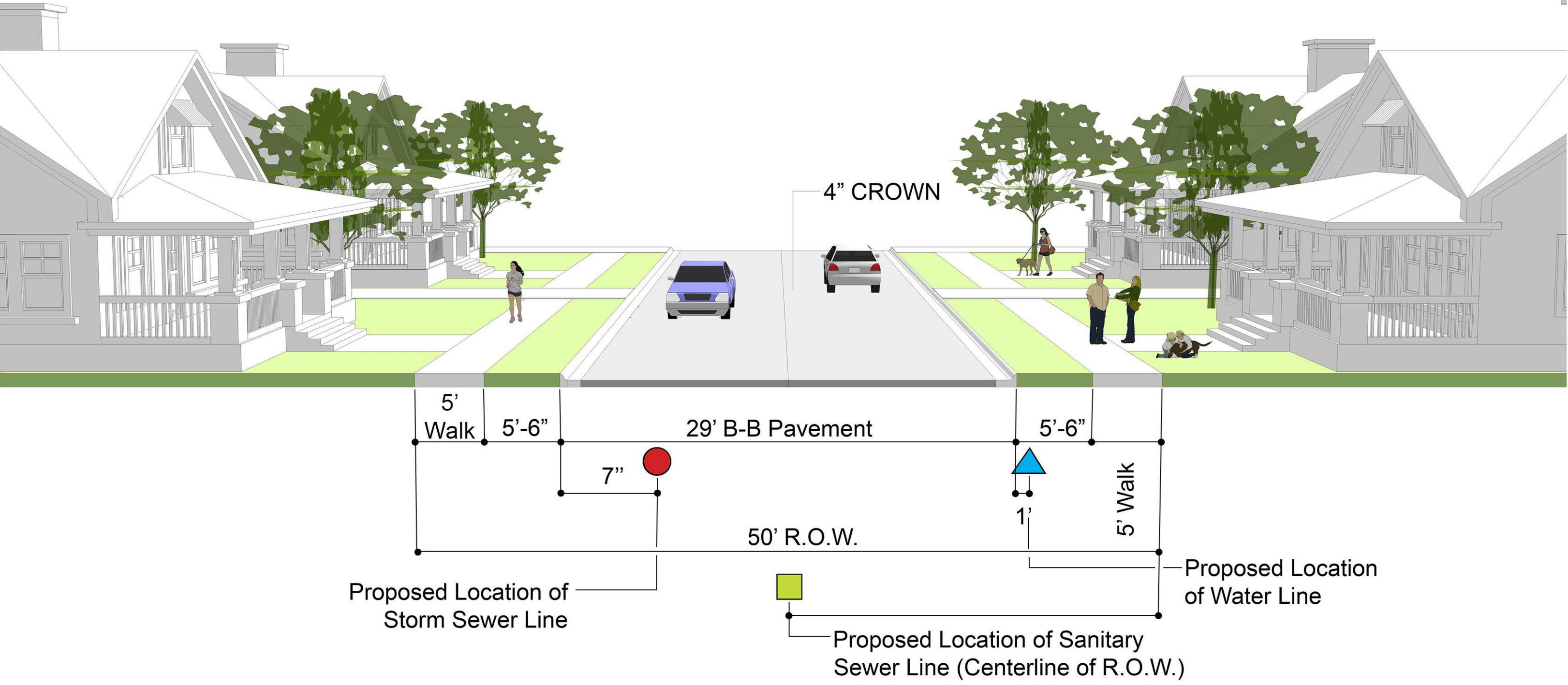
Celina, TX May 02, 2018

The information shown is based on the best information available and is subject to change without notice.

Exhibit C
Street Section for Internal Roads

Attachment: First Amendment to Wells North Development Agreement (Bluewood DA Amendment)

Neighborhood Street (Typ.)



UTILITIES LEGEND	
	Storm Sewer Line
	Sanitary Sewer Line
	Water Line

INDEX MAP



WELLS NORTH TRACT / Screening and Landscaping Street Sections

Celina, TX

The information shown is based on the best information available and is subject to change without notice.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: May 8, 2018
 Re: Resolution Approving Core Values

Action Requested:

Consider and act upon a resolution approving the Core Values for the City of Celina. (Laumer)

Background Information:

During the month of March, 2018, Strategic Government Resources (SGR) met with all non-management staff to gather input regarding the ideal values the City of Celina should hold. Next, SGR facilitated a mini-retreat with management staff to crystallize non-management feedback into a set of Core Values. Finally, Council reviewed and approved these Core Values at the Council Strategic planning retreat on April 20th, 2018:

- Community
- Excellence
- Integrity
- Unselfish Service

To ensure clarity and unity of vision of the Core Values moving forward, Council is asked to approve these four Core Values as guiding principles for City staff.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed resolution
- Results of small group meetings with workforce

- Core Values Management workshop notes

Staff Recommendation:

Staff recommends approval.



Core Values Management Workshop

After holding three meetings with employees from the organization across departmental lines, and involving most of the people in the organization, SGR facilitated a workshop with the upper management team to discern and articulate the key core values, in light of the input of employees from these meetings. After discussing the results of these meetings, the management team identified four key core values that seemed in line with people's highest aspirations for the City of Celina.

Celina Core Values

- **We value excellence.**
- **We value community.**
- **We value integrity.**
- **We value unselfish service.**

Core Values with Clarifying Statements

- **We value Integrity.**

This means doing the right thing at all times. This is important because it establishes, communicates, and maintains credibility.

- **We value excellence.**

This means that we always do our best with the highest level of service and standards, striving to reach them at all times.

This is important because we must set minimum standards; we can always do better; and we take pride in our work.

Rather than saying, "This is good enough," we believe we can always do better.

This may be hard when there are limited resources or when some want to protect the status quo, but we value pursuing excellence over maintaining the status quo.

Some ways that this is demonstrated is through high fiduciary responsibility, establishing the highest possible standards, efficient use of available resources, and frequent and open communication.

- **We value community.**

We value being a unified organization with a common vision because we believe that with everyone working together we can accomplish our goals.

Rather than working alone, we believe in working together.

This may be hard when we are divided or disagree, but we work through it as a team according to our core values.

- **We value unselfish service.**

This means helping others at all times because it serves the greater purpose and the public good.

It may be hard when it's inconvenient, when there are limited resources, or when others are hard to work with, but we serve unselfishly because it's the right thing to do.



Celina Core Values Workshops

Below is a summary of the Core Values Workshops that were held with the workforce of Celina. Small groups were formed and re-formed each time a new set of questions were proposed. The small groups discussed the questions and reported a summary of their answers, which were recorded on a flip chart and discussed briefly at times by the larger group.

Why I Started Working for the City of Celina

- Camaraderie
- Benefits-4
- Career Growth-4
- Liked the Small Town-7
- Positive relationship with the city and leaders
- Interesting/Challenging
- Opportunity to develop seniority and grow with the city-1
- Opportunities-6
- Saw the Future
- Hometown
- You can make a difference

Why I Stay at the City

- To Grow with the City-5
- Future Growth-4
- Community-1
- Loyalty
- Atmosphere of Friendships-2
- Like it-2
- Experience
- Support of the Department Heads
- Interactions are positive

Reputational Drivers

- Customer Service-3
- Self-contained City
- Respect-Internally for one another-1
- Citizens see us as transparent—we are trusted-1
- The place where people want to work-1
- Community
- Fiscal Integrity
- Safe—Tough on Crime-2
- Fun loving Professionalism-1
- Being the Best-4
- Go the 2nd Mile
- Transparency
- Well-organized
- Good Communication
- Compassion for all people
- Innovative
- Integrity-2
- Development Friendly
- Clean
- Family oriented

How Should Things Work Around Here

- Teamwork-3
- Open Communication-7
- Common Sense
- Streamlined
- Aligned Policies-2
- Bottom up not top down-1
- Resources prioritized based on need for hiring staff
- People over equipment-1
- Professionalism
- Departments have a strategic plan for growth
- No grudges—be a family
- Do the right thing
- Improve our communications-1
- More Employee Meetings
- Hire good people and let them do their job-1
- Competitive Pay and good benefits-1
- City should be visionary (Dynamic not Static)

- Have high trust internally
- Promote from within
- Efficient processes but not too rigorous
- Appreciation for employees
- Openness to change
- Clear Goals

The Most Important Thing about Working Here is

- Friendly Atmosphere-4
- Celina is helping develop Collin County
- Flexibility
- Growing with the City-5
- No dread at coming to work
- Employees have a voice-1
- Outside of the box thinking
- Honesty
- Using skills to develop the City
- Community
- Co-workers—There is a sense of belonging-1
- Dress code
- Good Equipment
- Teamwork-1
- Strategic Planning
- The Challenge
- Gaining Knowledge
- Leaving it better than we found it
- Being a part of something great-1
- Valued
- Making a Difference

One Thing New Employees Need to Know about Our Organization

- Education is crucial—The Celina Way must be understood and communicated
- Accountability to each other and citizens is the foundation for all we do-1
- Your talents and passions matter here
- Must have a servant's heart-1
- We are a “Work hard-get the job done” culture-1
- Opportunity for growth and advancement is here-1
- We are a family-2
- We lead by example
- Mission, Vision, and Values

- We are committed
- We are flexible and adaptable
- Happy Place to Work

Included in our list of top 3 Core Values Should Be

- Integrity-3
- Dedication
- Accountability-2
- Honesty-1
- Transparency-5
- Safety-1
- Consistency-1
- Servanthood-1
- Excellence-1
- Ownership
- Sincere Customer Service-4
- Communication
- Community
- Innovation-1
- Leadership
- Equality-2
- Professionalism-2
- Pride

One Thing to Go from Good to Great is

- Better Pay and Benefits-1
- Communication-3
- Consistency of Operational Procedures
- Accountability to Taxpayers—justify why you do things so that there is efficiency
- Everyone has a voice
- Clearly defined direction
- Keep expanding the organization-5
- Pride in the Brand of Celina
- Provide the Resources
- Take Care of the People who are here-1
- Open listening to others
- Better Facilities-1
- Open-mindedness
- Clear Expectations

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CELINA, TEXAS,
APPROVING THE CORE VALUES FOR THE CITY.**

WHEREAS, the City Council of the City of Celina, Texas finds and determines that the establishment of Core Values is important to guide the City and its employees as they fulfill their duties and obligations on behalf of the City, and to convey to the City's customers and the public how the City will operate; and

WHEREAS, City staff worked with City Council to establish a set of core values for the City, which the City Council supports and desires to formally approve via this Resolution.

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

Section 1. That the following Core Values are hereby approved:

Community
Excellence
Integrity
Unselfish Service

PASSED, APPROVED AND ADOPTED on the *8th day of May, 2018*.

ATTEST:

Sean Terry, Mayor

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Resolution Establishing Core Values



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re: Senior Tax Freeze Ordinance

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, freezing ad valorem taxes for residence homesteads owned by the disabled or by persons sixty-five (65) years of age and older, beginning with the tax year 2018. (Senior Tax Freeze) (DeBuff)

Background Information:

The proposed ordinance freezes ad valorem taxes for the elderly and disabled within the City of Celina, beginning with the tax year 2018.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This ordinance has been reviewed by the City Attorney.

Supporting Documents:

- Proposed ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, FREEZING AD VALOREM TAXES FOR RESIDENCE HOMESTEADS OWNED BY THE DISABLED OR BY PERSONS SIXTY-FIVE (65) YEARS OF AGE AND OLDER, BEGINNING WITH THE TAX YEAR 2018; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas is of the opinion that it is in the best interest and general welfare of the citizens of Celina to freeze the City's ad valorem taxes on the residence homestead of a person who is disabled or a person who is sixty-five (65) years of age or older; Now, Therefore,

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

Section 1. That pursuant to Article VIII, Section 1-b of the Texas Constitution and Section 11.261 of the Texas Property Tax Code (the "Tax Code"), the amount of ad valorem property taxes for residence homesteads owned by persons who are disabled, as defined by the Tax Code, or by persons sixty-five (65) years of age and older shall not be increased above the amount due for tax year 2018, except as provided by Section 11.261 of the Tax Code. Qualified persons must make application for such tax freeze to the Collin County Central Appraisal District.

Section 2. That this ordinance shall take effect immediately from and after its passage.

PASSED, APPROVED AND ADOPTED on the *8th day of May, 2018*.

ATTEST:

Sean Terry, Mayor

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Celina Senior Tax Freeze Ordinance (Senior Tax Freeze Ordinance)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: May 8, 2018
 Re: BRW Fire Station #2,3,4 Feasibility Study Contract

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute a contract by and between the City of Celina and Brown Reynolds Watford Architects, Inc. for Professional Services related to the design of Fire Stations 2, 3 and 4. (BRW Feasibility Study Contract) (DeBuff)

Background Information:

To address the growing fire and EMS protection services of the City of Celina, Brown Reynolds Watford (BRW) Architects has been engaged to conduct a feasibility study of three future temporary fire stations, as well as the initial development of future final fire station footprints.

BRW was chosen in an RFQ process that included 12 submissions, each of which were graded by a Fire Station committee on the company's merits and experience.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Feasibility study fee for Fire Station #2 is \$23,800; the fee for Stations #3 and/or #4 will be \$13,400.

Legal Review:

N/A

Supporting Documents:

- Proposed professional services proposal for Fire stations 2, 3 and 4
- BRW fee worksheet

Staff Recommendation:

Staff recommends approval.

Celina Fire Department

April 27, 2018

Fee Worksheet



Fire Station #2	Personnel Hourly Rate	Principal	Director	Project Manager	Project Architect	Architect	Intern Architect I	Intern Architect II	Admin
		\$240	\$200	\$175	\$140	\$120	\$90	\$75	\$60
Owner Meeting #1 - Kick-Off		6		6			6		
Programming Reserve Station Prototype									
Programming Final Stations #2, #3 and #4									
Design									
Prepare Space Program				4					
Zoning and Building Code Analysis				4					
Station #2 Concept Site Plan				4			16		
Reserve Station Concept Floor Plan				4			16		
Owner Meeting #2 - Concept Design Review		4		4					
Design									
Prepare Scope Package for Cost Estimator				8					
Update Station #2 Concept Site Plan				2			4		
Update Reserve Station #2 Concept Floor Plan				2			8		
Prepare Total Project Budget				4					
Owner Review Meeting #3 - Budget Review		4		4					
Final Design Updates				2			4		
Package Draft Study				4			8		
Deliver Draft Study - No Meeting									
Incorporate Owner Final Review Comments				4			4		
Deliver Final Study									
Basic Services Hours		14	0	56	0	0	66	0	0
Basic Services Fee by Personnel		\$3,360	\$0	\$9,800	\$0	\$0	\$5,940	\$0	\$0
Total BRW Fee									\$19,100
									Say \$19,100
Consultants									
CCM Construction Management (Cost Estimating)									\$3,500
Civil Engineering									\$1,200
Total Consultant Fee									\$4,700
Total Fire Station #2 Fee									\$23,800

Attachment: BRW Fee Worksheet (BRW Fire Station #2,3,4 Feasibility Study Contract)

Fire Station #3 or #4	Personnel Hourly Rate	Principal	Director	Project Manager	Project Architect	Architect	Intern Architect I	Intern Architect II	Admin
		\$240	\$200	\$175	\$140	\$120	\$90	\$75	\$60
Design									
Station #3 or #4 Concept Site Plan				4			16		
Owner Meeting #1 - Concept Design Review	4			4					
Design									
Prepare Scope Package for Cost Estimator				4					
Update Station #3 or #4 Concept Site Plan				4			8		
Prepare Total Project Budget				4					
Owner Review Meeting #2 - Budget Review	4			4					
Final Design Updates				2			4		
Incorporate Owner Final Review Comments				2			4		
Deliver Final Study									
Basic Services Hours	8	0	28	0	0	32	0	0	0
Basic Services Fee by Personnel	\$1,920	\$0	\$4,900	\$0	\$0	\$2,880	\$0	\$0	\$0
Total BRW Fee									\$9,700
									Say \$9,700
Consultants									
CCM Construction Management (Cost Estimating)									\$2,500
Civil Engineering									\$1,200
Total Consultant Fee									\$3,700
Total Fire Station #3 or #4 Fee									\$13,400

Attachment: BRW Fee Worksheet (BRW Fire Station #2,3,4 Feasibility Study Contract)



April 27, 2018

DRAFT

Paul DeBuff
Assistant to the City Manager
City of Celina
142 N. Ohio Street
Celina, TX 75009

PROFESSIONAL SERVICES PROPOSAL FOR CITY OF CELINA FIRE STATIONS NO. 2, 3 AND 4 FEASIBILITY STUDY

Brown Reynolds Watford Architects is pleased to submit this professional services proposal for a Fire Stations No. 2, 3 and 4 Feasibility Study. The project scope, along with our proposed team, scope of services, project schedule, and compensation are described below.

PROJECT SCOPE

We understand the project scope is a Feasibility Study for 3 fire stations. The Study will provide programming of space needs, concept design site plans, Reserve Station prototype concept floor plan and future Final Station footprints. The Study will also recommend total project budgets and provide take-off construction cost estimates for the initial site development for Reserve Stations, along with a historic square foot cost for the future Final Stations.

PROJECT TEAM

Our proposed key personnel include the following:

- BRW Architects, Inc.
 - Gary DeVries, AIA, LEED AP Principal
 - Stephen Hilt, AIA Project Manager
- Click Engineering
 - Matt Cain, PE Civil Site Analysis
 - Civil Engineer
- CCM Construction Services
 - John Coakley Cost Estimating
 - Estimator

Paul DeBuff
Professional Services Proposal
April 27, 2018
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SCOPE OF SERVICES

We understand the Owner desires to authorize the below services separately for each fire station. We will conduct programming for all 3 fire stations during the first meeting but will develop concept designs and budgets separately as directed by the Owner.

Programming

BRW will conduct a programming meeting with designated Fire Department and other city department personnel and develop a Space Program required to meet the operational needs. The Space Program will include both interior room and site requirements.

Site Analysis

Click Engineering will analyze the site conditions regarding street access and required modifications, water utilities, potential pavement design, site grading, drainage and potential storm water detention requirements.

Zoning Ordinance and Building Code Analysis

BRW will determine the zoning ordinance and building code requirements with major cost impact applicable to the project, such as zoning property easements, setbacks, height restrictions, landscape requirements, and building code construction type, allowable area, exiting, grease trap, and fire protection requirements.

Concept Design

BRW will prepare concept site plan for each site showing a Reserve and Final Fire Station, along with a Reserve Station prototype floor plan for site adapting. We will also prepare a Project Scope Narrative for each site to assist budgeting.

Project Budgets

BRW will develop two Total Project Budgets for each fire station site based on construction cost from CCM cost consultants. The first budget will be based on a limited quantity take-off and square foot construction cost estimate for initial Reserve Station development. The second budget for the future Final Station will be based on the historic fire station construction cost in the DFW area.

Final Deliverable and Presentation

The final report will be in 8 ½" x 11" format and include a summary of recommendations, code and zoning analysis, concept designs and project budgets. We will provide one original unbound hard copy and a .pdf version of the final report. We will also present the Feasibility Study recommendations for the first fire station site at one City Council meeting.

Owner Provided Information

The Owner shall furnish the Architect with applicable site information including:

- Property plats or site plans
- Public water utility maps
- City thoroughfare plans

Paul DeBuff
Professional Services Proposal
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Excluded Services

The below services are not anticipated at this time, however, they could be provided as an Additional Service:

- Building elevations and renderings
- Deed or property research
- Property survey and zoning modifications
- Geotechnical investigations
- Engineering design
- Franchise utility investigations and coordination
- Environmental or hazardous materials conditions / issues
- Public presentations / meetings

PROJECT SCHEDULE

BRW will complete the fire station studies within approximately 7-8 weeks from a Notice to Proceed as shown below.

1st Fire Station Study Schedule

- | | |
|--------------------------------------|--------|
| • Meeting #1 – Programming | Week 1 |
| • Meeting #2 – Concept Design Review | Week 3 |
| • Meeting #3 – Budget Review | Week 6 |
| • Draft Study | Week 7 |
| • Final Study | Week 8 |
| • City Council Presentation | TBD |

2nd or 3rd Fire Station Study Schedule (for each station)

- | | |
|--------------------------------------|--------|
| • Meeting #1 – Concept Design Review | Week 2 |
| • Meeting #2 – Budget Review | Week 5 |
| • Final Study | Week 6 |

COMPENSATION

Based upon the scope of services described above, Brown Reynolds Watford Architects proposes the below lump sum fees, plus reimbursable expenses. The Owner may authorize one, two or three fire station studies as desired.

1st Fire Station Study

- | | |
|-------------------------------|----------------|
| • BRW Architects | \$19,100 |
| • CCM Construction Management | \$3,500 |
| • <u>Click Engineering</u> | <u>\$1,200</u> |
| Total Fee | \$23,800 |

Paul DeBuff
Professional Services Proposal
April 27, 2018
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2nd or 3rd Fire Station Studies

• BRW Architects	\$9,700
• CCM Construction Management	\$2,500
• <u>Click Engineering</u>	\$1,200
Total Fee for Each Station	\$13,400

Compensation shall be invoiced monthly based on the percent complete.

Reimbursable expenses are in addition to the fee and shall not exceed \$500 without the written approval of the Owner. Expenses shall be invoiced at the same cost billed to the Architect and include, but are not limited to, out-of-house document reproduction and courier/overnight deliveries.

Additional Services for project scope modifications or professional services beyond this proposal shall be authorized in writing by the Owner and shall be compensated by the below BRW Architects hourly rates or for a negotiated lump sum fee.

BRW Architects Hourly Rates

• Principal	\$240.00 per hour
• Project Director	\$200.00 per hour
• Project Manager	\$175.00 per hour
• Project Architect	\$140.00 per hour
• Architect	\$120.00 per hour
• Intern Architect I	\$90.00 per hour
• Intern Architect II	\$75.00 per hour
• Administration Staff	\$70.00 per hour

We hope this proposal meets your expectations. Please call us with any comments or questions. We look forward to continuing our work with the City of Celina.

BROWN REYNOLDS WATFORD ARCHITECTS, INC.

GARY DeVRIES, AIA
PRINCIPAL



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re: VAI Renovation Design Contract

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute a contract by and between the City of Celina and VAI Architects, Inc. for Professional Services related to the design of the City Hall, Annex and EDC renovations. (VAI design contract) (DeBuff)

Background Information:

VAI was chosen in an RFQ process that included 12 submissions, each of which were graded by an RFQ committee on the company's merits and experience.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Professional service fees include the following:

- City Annex/Council Chambers: \$309,112.00
- City Hall: \$23,407.00
- EDC: \$80,266.50
- Total: \$412,785.50

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- VAI fee proposal
- Supplemental conditions
- Architectural services agreement

Staff Recommendation:

Staff recommends approval.



April 30, 2018

Mr. Jason Laumer
City of Celina – City Manager
142 North Ohio Street
Celina, TX 75009

Via email: jlaumer@celina-tx.gov

**RE: PRICING PROPOSAL FOR ARCHITECTURAL / ENGINEERING SERVICES,
CITY OF CELINA: CITY HALL, COUNCIL CHAMBERS, AND ECONOMIC DEVELOPMENT
CORPORATION**

Dear Mr. Laumer:

VAI Architects (VAI) is pleased to present the following fee proposal for professional Architectural / Engineering services for the renovation and addition to the City Annex, the Economic Development Corporation, and the City Hall remodel. We appreciate this opportunity to work with the City of Celina and look forward to a successful project.

I. PROJECT DEFINITION – Basic Services

The project includes three buildings, each is described below and is based on schematic design package entitled “City of Celina Facility Assessment” dated April 20, 2018.

1) 112 N. Colorado (Church / Annex / Council Chambers)

The City Annex includes renovation, restoration, and an addition.

- Area: Basement = 4,050 SF, 1st Floor = 4,050 SF, 2nd Floor = 2,400 SF, Total = 10,800 SF
- Remodel the basement level for Development Services.
- Add an internal public stair connecting the first level and the basement.
- Add a public elevator, connecting the first level and the basement for accessibility.
- New stairs and ramps allowing public accessible access to basement level.
- New fire suppression system
- During our 4/6/2018 pricing review meeting we eliminated major utility work, including replacement of Colorado & Pecan Streets upgrades. They are to remain with no additional work.

2) 142 N. Ohio (City Hall)

City Hall interior remodel includes an updated break room, remodel to courts and utilities service counters, and interior office renovation.

- Area: renovation area approximately 1,790 SF

3) 302 W. Walnut (Economic Development Corporation building)

Renovation of the Economic Development Corporation building includes renovating the first level for EDC and Main Street and renovating the second level for the Parks Department.

- Area: 1st Floor = 2,400 SF, 2nd Floor = 1,445 SF, Total = 3,845 SF
- Omitted fire suppression system per Fire Marshal.

Attachment: VAI Fee Proposal (VAI Renovation Design Contract)

PHASING PLAN

1. Phase 1: Council Chambers, and City Hall Renovation
2. Phase 2: EDC Renovation

Note: if the City Hall Renovation is done as a separate project the construction phase service cost will increase. (See page 4 of 5)

II. PROJECT TEAM

The proposed design team and their respective areas of responsibilities are as follows:

- | | |
|-----------------------------|--|
| 1. VAI Architects Inc. | Architect |
| 2. Dunaway Associates, L.P. | Structural Engineer |
| 3. JJA, Inc. | Mechanical, Electrical and Plumbing Engineer |
| 4. JJA, Inc. | Fire Suppression System (Performance Base) |
| 5. Pacheco Koch | Civil Engineering / Site Survey (Topography) |
| 6. Pacheco Koch | Landscape |
| 7. DLR Group Staffelbach | Interior Design / Furniture |
| 8. DataCom Design Group | IT / AV / Security |

Project sub-consulting services proposed above will be coordinated by, contracted through, and paid directly by VAI. VAI reserves the right to replace current consultants or utilize other design consultants as will best serve the project at any time during the design phase.

III. SCOPE OF SERVICES

We propose to provide professional design services as follows:

A. Basic Services

The following is a brief summary of the Services will be provided under the Basic Services Agreement references above:

1. Field verification - VAI team will visit the site to verify existing conditions and develop accurate base documents for the development of detailed design work and construction documentation. Site investigations will be visual and non-destructive in nature.
2. Schematic Design Documents – VAI team shall utilize design intent documents from schematic design package entitled “City of Celina Facility Assessment” dated April 20, 2018 as a starting point to further refine the design to a full schematic package to include floor plans and elevations.
3. Design Development Documents - VAI shall provide Design Development documents for its part of the work based on the Schematic Design, project schedule and updated budget for the work. The Design Development documents shall refine the Schematic Design, further establishing the project scope, relationships, forms, size and appearance of the project by means of plans, elevations and sections, typical construction details, and equipment layouts as appropriate. The VAI Project Manager will participate in regularly scheduled design meeting with the project team. VAI will be responsible for producing and distributing the meeting minutes.
4. Construction Documents - VAI shall produce Construction Documents for its part of the work based on the approved Design Development documents and in accordance with the project schedule and updated budget for the work. The Construction Documents shall set forth and describe in detail the requirements for construction of the project. VAI's Project Manager will participate in regularly scheduled design meeting with the project team. VAI will be responsible for producing and distributing the meeting minutes.

5. Bidding/Negotiation – Bidding/Negotiation Phase services to include attending the pre-bid meeting, answering questions and providing clarifications to the design documents, bid analysis, etc.
6. Construction Phase Services - Construction Phase services to include participation in a pre-construction meeting, periodic site visits including attendance at regular Owner, Architect, Contractor meetings, construction phase clarifications, review of contractor submittals, review and response process of requests for information, provision of drawing clarifications as needed, assistance with any necessary change orders, punch-list reviews, etc.

B. Additional Services

1. Fully Rendered Photorealistic Graphics
2. Design of additional or up-sized emergency generator.
3. Site Signage for and way-finding design.
4. Additional services for this project are those services not identified above and/or not otherwise included in this proposal and shall only be provided if authorized or confirmed in writing by the Client.
5. Review of Record Documents prepared by general contractor at the completion of construction.

IV. PROJECT SCHEDULE

VAI will be able to start the project approximately three (3) weeks from the time we receive a signed proposal.

1) 112 N. Colorado (Church / Annex / Council Chambers)

- We believe the project can be completed in five (5) to six (6) months depending on the Owner's availability for meetings.
- Construction of the project is anticipated to take approximately ten (10) months.
- VAI will conduct One (1) Bid Phase Meeting (Pre-Bid)
- VAI will conduct a maximum of twenty (20) Construction Phase Site Visits/Meetings during the construction process (Pre-Construction, Bi-Weekly, Final Punch)

2) 142 N. Ohio (City Hall) (Concurrent with 112 N. Colorado)

- We believe the project can be completed in one (1) to two (2) months depending on the Owner's availability for meetings.
- Construction of the project is anticipated to take approximately two and a half (2.5) months.
- VAI will conduct One (1) Bid Phase Meeting (Pre-Bid)
- VAI will conduct a maximum of five (5) Construction Phase Site Visits/Meetings during the construction process (Pre-Construction, Bi-Weekly, Final Punch)

3) 302 W. Walnut (Economic Development Corporation building)

- We believe the project can be completed in three (3) to four (4) months depending on the Owner's availability for meetings.
- Construction of the project is anticipated to take approximately five (5) months.
- VAI will conduct One (1) Bid Phase Meeting (Pre-Bid)
- VAI will conduct a maximum of ten (10) Construction Phase Site Visits/Meetings during the construction process (Pre-Construction, Bi-Weekly, Final Punch)

V. BASIS OF COMPENSATION FOR PROFESSIONAL SERVICES

A. Basic Services

1) 112 N. Colorado (Church / Annex / Council Chambers) and 142 N. Ohio (City Hall)

The proposed professional fee associated with the services described above is calculated on a lump sum fee of **\$309,112.00**

2) 142 N. Ohio (City Hall)

The proposed professional fee associated with the services described above is calculated on a lump sum fee of **\$23,407.00** (Add **\$19,000.00** for construction phase if City Hall done as a separate phase.)

3) 302 W. Walnut (Economic Development Corporation building)

The proposed professional fee associated with the services described above is calculated on a lump sum fee of **\$80,266.50**

4) Furniture Package

Work with client to review selections of several different manufactures of furniture systems, chairs, tables, etc, and assist in selection of final for bids. The proposed professional fee associated with the selection of furniture services described here is calculated on a lump sum fee of **\$36,902.50**

B. Additional services:

Fees associated with the services additional to the Professional Services described above will be provided to the Client only after written authorization from the Client prior to executing any work.

C. Reimbursable Expenses:

Project expenses are in addition to the fees documented above and a generally include travel, reproduction, deliveries (mail, courier and shipping), communication expenses, and governmental review fees (local, state, TDLR, etc.) and are expected to not exceed \$5,000 for the above scope of work. Project expenses will be invoiced as incurred, at a rate of 1.1 times of the expense incurred.

D. Hourly Rates and Payment Provisions

For additional services provided by VAI that are not included in this proposal, the following billable hourly rates will apply:

Principal-In-Charge	\$247.00	Project Coordinator	\$135.00
Project Manager	\$182.50	Architectural Designer	\$120.00
Project Architect	\$150.00	CAD Technician	\$85.00
Staff Architect	\$140.00	Administrative	\$67.50

Other additional consulting services not included in the scope of this proposal shall be reimbursed at one and one-tenth (1.1) times the amount expended by VAI in the interest of the project.

E. Payments

Invoices shall be submitted monthly and shall reflect all fees earned and actual reimbursable expenses incurred in the previous month. Payments will be due within thirty (30) days of the date of each approved invoice.

VI. SPECIAL PROVISIONS

Please note that our office has made the following assumptions with respect to this proposal:

1. Preparation of drawings will be on AutoCAD, Revit and /or SketchUp. Digital files of the work will be made available to the Client but the project design remains the property of the Architect.
2. Sub-surface soil investigations, environmental assessments/reports, and materials testing will be provided by City of Celina.
3. Any required asbestos abatement will be handled by the City of Celina and is not the responsibility of VAI design team.
4. It is understood that LEED design services are not necessary for this project and are therefore excluded from the scope of this proposal.
5. A single point of contact will be designated by the Client and shall be the primary source of Client information and approval

We look forward to working with you on this very important project. Please do not hesitate contacting me should you have any questions or if additional information is required.

Respectfully,

VAI Architects, Inc.



R. Barton Drake, AIA, NCARB
Principal

Please sign below and return if this proposal is acceptable. This will serve as our Notice to Proceed.

APPROVAL:

title

signed

dated



THE CITY OF CELINA, TEXAS

SUPPLEMENTARY CONDITIONS TO AIA DOCUMENTS B101-2007 AND A201-2007

These Supplementary Conditions are incorporated into the Architectural Services Agreement between _____ (“Architect”) and the CITY OF CELINA, TEXAS (“City” or “Owner”), dated _____, 2018. The following terms and conditions supplement and modify the “Standard Form of Agreement Between Owner and Architect,” AIA Document B101-2007, and the “General Conditions of the Contract for Construction,” AIA Document A201-2007, which is incorporated by reference in AIA Document B101-2007. Where a portion of AIA Documents B101-2007 or A201-2007 are modified or deleted by these Supplementary Conditions, the unaltered portions of AIA Documents B101-2007 or A201-2007 shall remain in effect.

SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT B101-2007

ARTICLE 1 INITIAL INFORMATION

§1.3 In the second line, replace “shall appropriately” with “may.”

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§2.2 Add at the end of the section, “and, in any event, in accordance with such schedule as is specified in this Agreement.”

§2.3 Add at the end of the section: “If at any time after entering into this Agreement, the City has any objection to the Architect’s representative or to any of Architect’s personnel, or any objection to any personnel of consultants retained by Architect and assigned to the Project, Architect shall promptly propose substitutes to whom the City has no objection.”

§2.5 Delete second sentence. Add the following regarding types and limits of insurance coverage:

The Architect shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the State of Texas and acceptable to Owner. The Architect 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 required provisions.

.1 General Liability: Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000.00 per occurrence, \$1,000,000.00 Products/Completed Operations Aggregate, and \$1,000,000.00 General Aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

.2 Automobile Liability: Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence.

.3 Worker's Compensation: Worker's Compensation insurance with statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: (a) by accident, \$100,000.00 each accident, and (b) by disease, \$100,000.00 per employee, with a per policy aggregate of \$500,000.00.

.4 Professional Liability: Professional Liability insurance to provide coverage against any claim which the Architect and all consultants engaged or employed by the Architect become legally obligated to pay as damages arising out of the performance of professional services caused by negligent act, error, or omission with minimum limits of \$2,000,000.00 per claim, \$2,000,000.00 annual aggregate.

If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of this Agreement and acceptance by Owner.

With reference to the foregoing required insurance, the Architect shall endorse applicable insurance policies as follows: (1) a waiver of subrogation in favor of Owner, its officials, employees and officers shall be contained in the Workers' Compensation insurance policy; (2) the Owner, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader; and (3) all insurance policies shall be endorsed to the effect that Owner will receive at least thirty (30) days notice prior to cancellation, non-renewal, of the policies. All insurance shall be purchased from an insurance company that meets a financial rating of B+IV or better as assigned by A. M. Best Company or equivalent.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§3.1.3

In the seventh line, replace "shall" with "may."

§3.1.4 Add at the end of the section, "which approval shall not be unreasonably withheld."

§3.1.7 Add this new subsection, to read as follows: "Architect shall provide Owner copies of all subcontracts and agreements with subcontractors who perform Work on the Project. Owner approval of all subcontractors performing Mechanical/Equipment/Plumbing work, Civil Engineering work, Electrical Engineering work, Structural Engineering work, and Landscape Architecture work is required."

§3.1.8 Add this new subsection, to read as follows: “Architect shall coordinate with Owner the establishment and identification of benchmark(s)/datum elevation(s) for use on the Project. Architect shall be responsible for coordinating and providing accurate and complete benchmark information to all contractors during construction of the Project.

§3.6 CONSTRUCTION PHASE SERVICES

§3.6.2.4 Replace the second sentence with the following sentence, “When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not show partiality to either, and shall not be liable for Contractor’s performance of interpretations or decisions.”

§3.6.4.4 Replace the fourth sentence with the following, “The Architect’s response to such requests shall be made in writing within forty-eight (48) hours of receipt.”

§3.6.6.5 Add the following at the end of the section, “Said meeting shall occur at the facility during the eleventh (11th) month after the date of Substantial Completion.

ARTICLE 4 ADDITIONAL SERVICES

§4.2 Add the following: “If additional design sets of drawings provided hereunder are required, Architect shall provide same over and above the number of design sets already provided as part of Architect’s Work under this Agreement. Architect shall be paid by Owner for each additional design set of drawings over and above the number of sets provided as part of this Agreement, in the agreed upon amounts per set as stated in the scope of work.”

§4.3.1.1 Add at the end of the subsection, “except pursuant to §1.3.”

§4.3.1.4 Delete the subsection and replace with the following, “Services necessitated by decisions or any other failure of performance on the part of the Owner’s consultants or contractors;”.

§4.3.1.5 Delete this subsection.

§4.3.1.6 Delete this subsection.

§4.3.1.7 Delete this subsection.

§4.3.1.9 Delete this subsection.

§4.3.2.3 Delete this subsection.

ARTICLE 5 OWNER’S RESPONSIBILITIES

§5.2 Add in the first line, after the word “update” the following: “the Architect regarding.”

ARTICLE 6 COST OF THE WORK

§6.4 In the first line, replace “90” with “120.” In the last line, replace “shall” with “may.”

§6.5 Add at the end of the section, “Notwithstanding any provision herein to the contrary, this provision does not guarantee or authorize any automatic adjustment to the Cost of the Work, and the Owner’s decision on any adjustment shall be final.”

ARTICLE 7 COPYRIGHTS AND LICENSES

§§7.1, 7.2, 7.3, 7.3.1, and 7.4 Delete these sections and replace with the following:

“All materials, documents and ‘Instruments of Service’ prepared or assembled by the Architect under this Agreement shall become the sole property of the Owner and shall be delivered to the Owner without restriction on future use. The Architect may retain in its files copies of all drawings, specifications and other pertinent information for the work. The Architect shall have no liability for changes made to any materials or other documents by others subsequent to the completion of this Agreement.”

ARTICLE 8 CLAIMS AND DISPUTES

§8.1 GENERAL

§8.1.1 Delete the following phrase from the third and fourth lines of the first sentence: “. . . but in any case not more than 10 years after the date of Substantial Completion of the Work.”

§8.2 MEDIATION

§8.2.1 Delete the second sentence of this section.

§8.2.2 Delete the first sentence of this section, and replace with the following sentence: “The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them first, informally and, second, by mediation.” Delete the last sentence of this section, and replace with the following: “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 non-binding.

§8.2.4 Select the box “Litigation in a court of competent jurisdiction.”

§8.3 ARBITRATION

Delete this section. It is understood and agreed that arbitration is not agreed to as a dispute resolution method under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§9.1 In the fourth line, replace “seven days” with “ten days.” Replace the last sentence with the following: “Before resuming services, the Architect shall be paid all sums due prior to suspension.”

§9.2 In the second and fourth lines, replace “shall” with “may.”

§9.3 In the second line, replace “seven days” with “thirty days.”

§9.4 In the first line, replace “seven days” with “thirty days.”

§9.5 In the first line, replace “seven days” with “thirty days.”

§9.6 Delete this section and insert the following: “In the event of termination that is not the fault of the Architect, the Architect shall be compensated for services performed prior to termination.”

§9.7 Delete this section.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§10.1 Delete this section and replace with the following: “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.”

§10.3 Add “prior” before “written” in the second line of this section. Put a period after the word “other” in the third line, and delete the remaining language from the last two lines of this section.

ARTICLE 11 COMPENSATION

§11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§11.8.1 Delete this section.

§11.8.2 Delete this section.

§11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

Delete this section.

§11.10 PAYMENTS TO THE ARCHITECT

§11.10.3 Delete this section.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Add: "City of Celina, Texas Architectural Services Agreement; and these Supplementary Conditions."

ARTICLE 13 SCOPE OF THE AGREEMENT

§13.2.3 Add: "City of Celina, Texas Architectural Services Agreement and contract documents referenced therein, and the order of precedence provisions stated therein."

SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2007

ARTICLE 1 GENERAL PROVISIONS

§1.1 BASIC DEFINITIONS

§1.1.1 Add as a new second sentence, the following: "When used herein, the term "Contract" or "Agreement" means Agreement between the Architect and Owner, and all Contract Documents that form a part of or are included in such Agreement. Except where expressly stated otherwise, the term "Contractor" means "Architect." Delete subparts 3 and 4 from this section.

§1.1.2 In the first line, replace "Contract for Construction" with "Agreement between Owner and Architect." Delete subparts 3 and 4 from this section.

§1.1.3 Delete the words "construction and" from the first line of this section.

§1.1.8 Place a period after the word "claims" and delete the remainder of this section.

§1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§1.5.1 Delete the first sentence of this section.

§1.5.2 Delete the last two sentences of this section.

ARTICLE 2 OWNER

§2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§2.2.1 Delete this section.

§2.4 OWNER’S RIGHT TO CARRY OUT THE WORK

Delete from the sixth line, “and compensation for the Architect’s additional services.”
Delete the third sentence of this section.

ARTICLE 3 CONTRACTOR

§3.1 GENERAL

§3.1.3 Delete from the second line of this section, “either by activities or duties of the Architect in the Architect’s administration of the Contract, or.”

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§3.4 LABOR AND MATERIALS

§3.4.2 Replace “Architect” with “Owner” in the first and third lines of this section.

§3.5 WARRANTY

Delete “and Architect” from the first line of this section.

§3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§3.7.4 Delete “and the Architect” from the fifth line of this section, and replace “Architect” with “Owner” in the sixth, ninth, tenth and eleventh lines of this section. Delete “Owner and” from the eleventh line of this section, and replace “Article 15” with “the Contract Documents” in the last line of this section.

§3.7.5 Replace “Article 15” with “the Contract Documents” in the last line of this section.

§3.9 SUPERINTENDENT

§3.9.2 Delete “through the Architect” in the second line of this section. Replace “Architect” with “Owner” in the second and fourth lines of this section. Delete “or the Architect” from the third line of this section.

§3.9.3 Delete “or Architect” from the first line of this section.

§3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES

§3.10.1 Delete “and Architect’s” from the first and second lines of this section.

§3.10.2 Delete “Architect” and replace with “Owner” in the second, third and fourth lines of this section.

§3.10.3 Delete “and Architect” from the second line of this section.

§3.11 Delete the last sentence of this section.

§3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§3.12.4 Replace “Architect” with “Owner” in the fourth and fifth lines of this section.

§3.12.5 Replace “Architect” with “Owner” in the second and third lines of this section.

§3.12.6 Delete “and Architect” from the second line of this section.

§3.12.8 Replace “Architect” with “Owner” in the second, third, fourth and seventh lines of this section.

§3.12.9 Replace “Architect” with “Owner” in the second and third lines of this section.

§3.12.10 Delete “and the Architect” from the seventh and twelfth lines of this section. Replace “Architect” with “Owner” in the twelfth and fifteenth lines of this section. Replace “and Architect have” with “has” in the fourteenth line of this section.

§3.16 ACCESS TO WORK

Delete “and Architect” from this section.

§3.17 ROYALTIES, PATENTS AND COPYRIGHTS

Delete “and Architect” from the second line of this section, and delete “or Architect” from the fifth line of this section. Replace “Architect” with “Owner” in the last line of this section.

§3.18 INDEMNIFICATION

§3.18.1 Delete this section.

§3.18.2 Replace “Section 3.18” with “Agreement” in this first line of this section. Replace “Section 3.18.1” with “this Agreement” in the third line of this section.

ARTICLE 4 ARCHITECT

§4.2 ADMINISTRATION OF THE CONTRACT

§4.2.8 Place a period after “Directives” in the first line and delete the remainder of the section.

§4.2.12 Add at the end of the section, “except as otherwise set forth in the Contract Documents.”

§4.2.14 Replace the second sentence with the following, “The Architect’s response to such requests shall be made in writing within forty-eight (48) hours of receipt.”

ARTICLE 5 SUBCONTRACTORS

§5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§5.2.3 Replace “shall” with “may” in the third line of this section.

§5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§5.4.2 Replace “shall” with “may” in the second line of this section.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§6.2 MUTUAL RESPONSIBILITY

§6.2.3 Delete the second sentence of this section.

§6.3 OWNER’S RIGHT TO CLEAN UP

Replace “Architect” with “Owner” in the last line of the section.

ARTICLE 8 TIME

§8.1 DEFINITIONS

§8.1.3

Replace “Architect” with “Owner,” put a period after the word “Owner,” and delete the remainder of this section.

§8.2 PROGRESS AND COMPLETION

§8.3 DELAYS AND EXTENSIONS OF TIME

§8.3.1 Delete “or Architect” from the second line of this section. Replace “Architect” with “Owner” in the fifth line of this section, replace “shall” with “may” in the fifth line of this section, place a period after the word “extended” in the fifth line of this section, and delete the remainder of the section.

§8.3.2 Replace “Article 15” with “the Contract Documents” in this section.

ARTICLE 9 PAYMENTS AND COMPLETION

§9.2 SCHEDULE OF VALUES

Replace “Architect” with “Owner” in the second and fourth lines of this section.

§9.3 APPLICATIONS FOR PAYMENT

§9.3.1 Replace “Architect” with “Owner” in the second and fourth lines of this section.

§9.7 FAILURE OF PAYMENT

Delete entire section.

§9.9 PARTIAL OCCUPANCY OR USE

§9.9.1 Place a period after the word “Contractor” in the last line of the section, and delete the rest of the section.

§9.10 FINAL COMPLETION AND FINAL PAYMENT

§9.10.1 Replace “Architect” with “Owner and Architect” in the second, third, fourth, fifth and seventh lines of this section.

§9.10.2 Replace “Architect” with “Owner” in the second line of this section.

§9.10.3 Delete the first sentence and replace with the following: “If final completion of the Work is materially delayed through no fault of the Architect, and the Owner so confirms, the Owner shall, upon application by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted.” Replace “Architect” with “Owner” in the seventh line of this section.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**§10.2 SAFETY OF PERSONS AND PROPERTY**

§10.2.5 Delete “or Architect” from the fifth line of this section, and replace “either of them” with “Owner” in both places in the sixth line of this section.

§10.2.6 Delete “and Architect” from the last line of this section.

§10.3 HAZARDOUS MATERIALS

§10.3.1 Delete “and Architect” from the last line of this section.

§10.3.2 Delete “and Architect” from the fourth line of this section, and delete “and the Architect” from the sixth and seventh lines of this section. Delete “or Architect” from the ninth line of this section, and replace “and Architect have” with “has” in the ninth line of this section. In the eleventh line, replace “shall” with “may.”

§10.3.3 Delete this section.

§10.3.6 Delete this section.

§10.4 EMERGENGIES

Replace “shall” with “may” in the last line of this section.

ARTICLE 11 INSURANCE AND BONDS**§11.1 CONTRACTOR’S LIABILITY INSURANCE**

§11.1.4 Delete “the Architect and the Architect’s consultants” from the second line of this section, and replace “insureds” with “insured” in the second line of this section.

§11.3 PROPERTY INSURANCE

§11.3.1.1 Delete “Architect’s and” from the fifth line of this section.

§11.3.3 Delete the last sentence of this section.

§11.3.9 Delete this section.

§11.3.10 Delete the last sentence of this section.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§12.1 UNCOVERING WORK

§12.1.1 Delete this section.

§12.1.2 Delete this section.

§12.1 CORRECTION OF WORK

§12.2.1 Replace “Architect” with “Owner” in the first line of this section. Delete “Substantial” from the second line of this section, and replace “Architect’s services and” with “Owner’s” in the fourth line of this section.

§12.2.2.1 Delete “Substantial” from the second line of this section.

§12.2.2.2 Delete “Substantial” from the second line of this section.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§13.1 GOVERNING LAW

Delete this section.

§13.4 RIGHTS AND REMEDIES

§13.4.2 Delete “Architect” from the first line of this section.

§13.5 TESTS AND INSPECTIONS

§13.5.1 Replace “Architect” with “Owner” in the fifth and sixth lines of this section.

§13.5.2 Replace “Architect” with “Owner” in the second, fourth and fifth lines of this section. Delete “Architect” from the first line of this section, and delete “upon written authorization from the Owner” from the second and third lines of this section.

§13.5.3 Replace “Architect’s” with “Owner’s” in the third line of this section.

§13.5.4 Replace “Architect” with “Owner” in the last line of this section.

§13.5.5 Replace “Architect” with “Owner” in the first and second lines of this subsection.

§13.6 INTEREST

Delete this section.

§13.7 TIME LIMITS ON CLAIMS

Place a period after the word “law” in the third line of this section, and delete the remainder of this sentence.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

Delete this section.

ARTICLE 15 CLAIMS AND DISPUTES

Delete this section.



CITY OF CELINA, TEXAS

ARCHITECTURAL SERVICES AGREEMENT

For the consideration hereinafter set forth, VAI Architects (“Architect”), a Texas corporation with an office in Dallas, Texas, agrees to provide architectural services to the CITY OF CELINA, TEXAS (“Celina” or “Owner”), for the project(s) and work identified in this Architectural Services Agreement (“Agreement”). This Agreement is effective as of May 8th, 2018, 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 architectural services from Architect for Various Capital Projects (“Projects”); and

WHEREAS, Architect is an architectural firm selected to provide such services, based upon Architect’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 Architect 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. Standard Form of Agreement Between Owner and Architect, AIA Document B101-2007, and Exhibit A attached thereto;
3. General Conditions of the Contract for Construction, AIA Document A201-2007;
4. Supplementary Conditions to AIA Documents B101-2007, and AIA Document A201-2007; and
5. Other amendments and/or modifications to the above documents as are agreed upon by Architect 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 complimentary; 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.

ARTICLE 2. EMPLOYMENT OF ARCHITECT

Architect 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 architectural 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.

ARTICLE 3. SCOPE OF SERVICES

Architect shall perform such services as are necessary to the Project specifically including, but not necessarily limited to, the tasks enumerated more fully in the Contract Documents.

ARTICLE 4. ARCHITECT'S LIABILITY

A. Acceptance of the final plans, instruments of service, or other deliverable documents and products by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the designs, working drawings, specifications or other documents and work prepared by said Architect, its employees, associates, agents or subconsultants.

B. If at any time during the term of this Agreement, Architect shall fail to commence the Work in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in 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 Architect 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.

C. Owner may deduct from any amounts due or to become due to Architect any sum or sums owing by Architect to Owner. In the event of any breach by Architect of any provision of this Agreement or in the event of any claim against Owner arising out of Architect's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Architect 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 Architect.

ARTICLE 5. CONFIDENTIAL INFORMATION

Architect 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. Architect 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 Architect 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 Architect, 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. Architect shall indemnify and hold harmless Owner, its City Council, officers, employees from and against damages, expenses, which in any way arise out of, relate to, or which are caused by the intentional acts or negligent acts or omissions of Architect or its subcontractors, and any other third parties for whom or which Architect 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 reasonable attorney’s fees and costs of court, court costs, and settlement costs. Indemnified Items shall also include any expenses, including reasonable attorney’s fees and expenses, incurred by an indemnified individual or entity in attempting to enforce this indemnity.
- B. 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. Architect shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Architect. 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, tort including negligence, statutory liability or any other cause of action.

ARTICLE 7. MISCELLANEOUS

§7.1 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 unenforceable provisions 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.

§7.2 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
City Manager
142 N. Ohio Street
Celina, Texas 75009

If to Architect: VAI Architects
c/o Tracey Parfitt
Project Manager
16000 North Dallas Parkway, Suite 200
Dallas, Texas 75248

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.

§7.3 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 Architect is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

§7.4 No Respondeat Superior

Architect 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, subcontractors and engineers, and the doctrine of *respondeat superior* shall not apply as between Owner and Architect, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Architect.

§7.5 Conflict of Interest

Architect covenants and agrees that Architect 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 Architect pursuant to this Agreement will be conducted by employees, associates or subcontractors of Architect.

§7.6 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.

§7.7 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 below:

CITY OF CELINA, TEXAS

VAI Architects

Jason Laumer, City Manager

Barton Drake, Principal

Date: _____

Date: _____



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: May 8, 2018
 Re: Glen Crossing PID Costs Determining Resolution; Notice for June 12th PID Hearing to levy assessments

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed within Phase #2 of the Glen Crossing Public Improvement District; approving a preliminary updated service plan and assessment plan, including proposed Phase #2 assessment roll; directing the filing of the proposed Phase #2 assessment roll with the City Secretary to make available for public inspection; noticing a public hearing for June 12, 2018 to consider an ordinance levying assessments on property located within Phase #2 of the Glen Crossing Public Improvement District. (Glen Crossing PID Costs & Hearing) (DeBuff)

Background Information:

This item approves a resolution outlining the costs of authorized improvements that will be financed by Glen Crossing PID, Phase #2, and approves related items.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

- This resolution has been reviewed by the City Attorney.

Supporting Documents:

- Proposed resolution
- Preliminary Service and Assessment Plan

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED WITHIN PHASE #2 OF THE GLEN CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY UPDATED SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED PHASE #2 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED PHASE #2 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR [JUNE 12, 2018] TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN PHASE #2 OF THE GLEN CROSSING PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

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

WHEREAS, on April 12, 2016, after due notice and a public hearing, the City Council approved Resolution No. 2016-24R (the Authorization Resolution”), authorizing, establishing and creating the G Bar 7 Public Improvement District (the “**District**”); and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$15,000,000 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “**Authorized Improvements**”); and

WHEREAS, on June 14, 2016, the City Council approved Resolution No. 2016-31R changing the name of the District to the Glen Crossing Public Improvement District; and

WHEREAS, on July 12, 2016, the City Council approved Ordinance No. 2016-50 approving a Glen Crossing Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll (the “**Original SAP**”) for the District, levying special assessments against property within Phase #1 of the District and establishing a lien on such property, and providing for payment of the Phase #1 Assessments (as defined in the Original SAP); and

WHEREAS, the City Council and the City staff have been presented a preliminary updated service and assessment plan updating the Original SAP, including the proposed Phase #2 Assessment Roll attached thereto (collectively, the “**Preliminary Updated SAP**”), dated [May 8, 2018] to include Phase #2 Improvements (as defined in the Preliminary Updated SAP) and assessments to be levied on property within Phase #2 that benefit from the Phase #2 Improvements. A copy of 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 costs of the Phase #2 Improvements within the District, and (v) sets forth the proposed the assessment roll for the assessed property in Phase #2 of the District (the “**Proposed Phase #2 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 Proposed Phase #2 Assessment Roll states the assessments proposed to be levied against each 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 Act requires that the Proposed Phase #2 Assessment Roll be filed with the City Secretary of the City (the “**City Secretary**”) and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the “**Assessment Hearing**”) be called to consider proposed assessments against the benefitted property within Phase #2 of the District and requires the 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 Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. 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, a copy of which is attached hereto as **Exhibit A** and 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 Table III-C of the Preliminary Updated SAP[, *which costs do not include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds*].

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 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 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 City Secretary and the same shall be 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 12, 2018 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 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 (which ordinance shall specify the method of payment of the assessments).

SECTION 9. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on [**June 12, 2018**], 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 1, 2018**], as required by Section 372.016(b) of the Act.

SECTION 10. When the Proposed Phase #2 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before [**June 1, 2018**], to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on [**June 12, 2018**], as required by Section 372.016(c) of the 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 12, 2018**] meeting of the City Council.

SECTION 12. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the [**8th day of May**], 2018.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

EXHIBIT A

PRELIMINARY UPDATED SERVICE AND ASSESSMENT PLAN

Attachment: Glen_Crossing_PID_2018_-_Resolution_Determining_Costs_and_Approving_Preliminary_Service_and_Assessment_Plan_(Glen

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 12, 2018 at 5:00 p.m. at 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 the Glen 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 include road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm drainage system improvements, park and open space improvements, and costs related to the establishment, administration and operation of the District.

The total costs of the Authorized Improvements for Phase #2, including administrative costs and issuing the bonds, is **[\$7,149,444]**.

The boundaries of the District include approximately 109.090 acres of land generally located in the area encompassed directly south of CR 55, north of CR 53, directly adjacent to the west of CR 1117, and east of Private Road 5281 and CR 52, and as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

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

A copy of the Phase #2 Assessment Roll, which includes the assessments proposed to be levied against each parcel in Phase #2 within the District that benefits from the Phase #2 Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Drive, Celina, Texas 75009.

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GLEN CROSSING
PUBLIC IMPROVEMENT DISTRICT
PRELIMINARY SERVICE AND ASSESSMENT PLAN

JULY 12, 2016
UPDATED FOR PHASE #2 ON
APRIL 27, 2018

Draft

GLEN CROSSING PUBLIC IMPROVEMENT DISTRICT
PRELIMINARY SERVICE AND ASSESSMENT PLAN

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Section I PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On April 12, 2016 (the “Creation Date”) the City Council (the “City Council”) of the City of Celina, Texas (the “City”) passed and approved Resolution No. 2016-24R approving and authorizing the creation of the “G Bar 7 Public Improvement District” to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which is located within the City of Celina. On June 14, 2016 the City passed and approved Resolution No. 2016- 31R changing the name of the “G Bar 7 Public Improvement District” to the “Glen Crossing Public Improvement District” (the “PID”).

The property in the PID is proposed to be developed in approximately two phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed 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. This Glen Crossing Public Improvement District Preliminary Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

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

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

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

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs 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.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and codes with respect to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Administrator” means the employee or designee of the City, identified in any indenture of trust

relating to a series of Bonds or identified 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, as shown on the Assessment Rolls attached hereto as Appendix E and Appendix F, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, (iii) the prepayment reserve described in Section V(F) of this Service and Assessment Plan, and (iv) the delinquency reserve described in Section V(G) of this Service and Assessment Plan.

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

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

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

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately, as applicable, the Phase #1 Assessment Roll included in this SAP as Appendix E, the Phase #2 Assessment Roll included in this SAP as Appendix F, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this SAP and in the PID Act.

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

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

“Bonds” mean any bonds issued by the City, including the Phase #1 Bonds and the Phase #2 Bonds, 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, which may be in segments or sections.

“City” means the City of Celina, Texas.

“City Council” means the duly elected governing body of the City.

“City Improvements” means the additional public improvements to be constructed as part of the agreement between the City and the Developer under the Development Agreement as discussed in Section III(B).

“County” means Collin County, Texas.

“Delinquency Reserve” has the meaning set forth in Section V(G) of this Service and Assessment Plan.

“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 Wynne Jackson, Inc., a Texas corporation or other entity affiliated with Wynne Jackson, Inc. responsible for the development of all or a portion of the property within the PID.

“Development Agreement” means that certain "Amended and Restated Development Agreement" relating to the PID executed by and between the Developer and the City effective June 14, 2016, as the same may be amended from time to time.

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

“Homeowner Association” means a homeowners’ association or property owners’ association established for the benefit of property owners within the PID.

“Homeowners’ Association Special Assessment Allocation” means 1% of the total Assessment that will be reallocated to cover the benefit received by the Homeowner’s Association from the Authorized Improvements benefitting the Homeowner Association Property once the Homeowner Association is created within the PID.

“Homeowner Association Property” or **“(HOA Property)”** means property within the PID

owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a homeowners' association established for the benefit of a group of homeowners or property owners.

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

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

“Lot type 1” means lots identified as such on the Assessment Roll, being lots typically with approximately 7,500 square feet size and a lot width of 60 feet, which may be referred to as such in the Planned Development District.

“Lot type 2” means lots identified as such on the Assessment Roll, being lots typically with approximately 6,000 square feet size and a lot width of 50 feet, which may be referred to as such in the Planned Development District.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including 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(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 official public records for real property in Collin County.

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

“Phase #1” means the initial Phase to be developed within the PID, identified as “Phase #1” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix E.

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

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

“Phase #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix E, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean collectively the \$3,550,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2016 (Glen Crossing Public Improvement District Phase #1 Project) (the "Phase #1A Bonds") issued by the City to finance a portion of the Phase #1 Improvements, and any additional bonds, if any, to be issued by the City and secured by Phase #1 Assessment Revenues to finance a portion of the costs of the Phase #1 Improvements.

“Phase #1 Improvements” mean the Authorized Improvements which only benefit Phase #1 Assessed Property and are described in Section III.B.

“Phase #2” means the second Phase to be developed within the PID, identified as “Phase #2” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix F.

“Phase #2 Assessed Property” means all Parcels within Phase #2 other than Non-Benefited Property and shown on the Phase #2 Assessment Roll against which an Assessment relating to the Phase #2 Improvements is 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 F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #2 Bonds" mean the \$_____ City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Glen Crossing Public Improvement District Phase #2 Project) secured by Phase #2 Assessment Revenues and issued by the City to finance a portion of the Phase #2 Improvements, and any additional bonds, if any, to be issued by the City and secured by the Phase #2 Assessment Revenues.

“Phase #2 Improvements” mean the Authorized Improvements which only benefit Phase #2 Assessed Property and are described in Section III.B.

“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, other than Non-Benefited Property, located within the respective Phase.

“**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.

“**PID Reimbursement Agreement**” means that certain PID Reimbursement Agreement, dated July 12, 2016, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

“**Planned Development District**” means the zoning classification established as PD – Planned Development District #23 pursuant to Ordinance No 2015-13 adopted by the City Council designating the zoning and development standards.

“**Prepayment Costs**” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“**Prepayment Reserve**” has the meaning set forth in Section V(F) of this Service and Assessment Plan.

“**Public Property**” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Collin County, 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.

“**TIRZ No. 6**” means the Tax Increment Reinvestment Zone No. 6, City of Celina, Texas.

“**TIRZ Annual Credit Amount**” means, for each Parcel, such Parcel’s prorated amount of TIRZ Revenues calculated pursuant to Section VI (A) of this Service and Assessment Plan.

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

“**TIRZ Revenues**” mean, for each year, the amounts paid by the City from the TIRZ No. 6 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI(A) of this Service and Assessment Plan.

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

time to time.

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

Section II PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is presently located within the City and contains approximately 109 acres of land. Phase #1 consists of approximately 41.5 acres and is projected to consist of 159 single family residential units as further described in Section III. Phase #2 consists of approximately 67.5 acres and is projected to consist of approximately 197 residential units. A map of the property within the PID and depicting the boundaries of Phase #1 and Phase #2 is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 356 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (356) and the classification of each lot are based upon the proposed development plan.

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

Table II-A
Updated Proposed Development

Proposed Development Type	Quantity	Measurement
Single Family Residential – 60 Feet	149	units
Single Family Residential – 50 Feet	207	units
Total	356	units

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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Section 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; and
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district.

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B. Description of the Authorized Improvements**Phase #1 Improvements:**

The Phase #1 Improvements are the Authorized Improvements that will benefit the Phase #1 Assessed Property. The descriptions of the Phase #1 Improvements are presented below and the Budgeted Costs of the Phase #1 Improvements are shown in Table III-A. The Budgeted Costs shown in Table III-A may be revised in an Annual Service Plan Update as needed.

- ***Road Improvements:***

- The road improvements within Phase #1 include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements will provide street access to each lot within Phase #1 as well as access to community roadways and state highways. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- ***Water Distribution System Improvements:***

- The water distribution system improvements within Phase #1 consist of construction and installation of on-site and off-site 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 extend water service to the boundaries of Phase #1 and to all lots within Phase #1. 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 sanitary sewer improvements within Phase #1 consist of construction and installation of on-site and off-site pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #1 Assessed Property. The sanitary sewer improvements will extend wastewater service to the boundaries of Phase #1 and to all lots within Phase #1. 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 Improvements:***

- The storm drainage improvements within Phase #1 consist of construction and installation of pipes, inlets, manholes, detention ponds and appurtenances necessary to provide storm drainage to the Phase #1 Assessed Property. The storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- ***Park and Open Space Improvements:***

- The park and open space improvements within Phase #1 consist of construction and installation of landscaping, walls, and entries. The park and open space

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improvements will be designed and constructed in accordance with City standards and specifications and will be owned by the City either by fee or through a public use easement and maintained by the Homeowners' Association.

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

The Budgeted Costs shown in Tables III-A may be revised in Annual Service Plan Updates. The detailed costs of the Phase #1 Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

Table III-A
Phase #1 Improvement Costs

Roadway improvements	\$ 1,501,138
Water distribution system improvements	\$572,950
Sanitary sewer improvements	\$691,366
Storm drainage improvements	\$1,377,040
Park and open space improvements	\$512,950
Other soft, contingency and miscellaneous costs	\$1,303,524
Total	\$ 5,958,968

Other Improvements:

Additional public improvements are contemplated to be constructed as part of the agreement between the Developer and the City under the Development Agreement. Such public improvements ("City Improvements") will be designed by the City. The City Improvements include roadway improvements, water distribution system improvements and sanitary sewer collection system improvements. The estimated costs of the City Improvements are excluded from the Authorized Improvements shown in Table III-A and will not be paid for by Assessment Revenues. The estimated costs of the City Improvements are included herein solely to establish the basis for the TIRZ Annual Credit Amount described in Section VI (A) of this Service and Assessment Plan.

Roadway improvements: The road improvements part of the City Improvements includes construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements will provide street access to the PID as well as access to community roadways and state highways. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements: The water distribution system improvements part of the City Improvements consists of construction and installation of off-site water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, trench safety and erosion protection. These water distribution system improvements will be designed and constructed in accordance with City standards and

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specifications and will be owned and operated by the City.

Sanitary sewer collection system improvements: The sanitary sewer improvements part of the City Improvements consists of construction and installation of off-site pipes, service lines, manholes, encasements and appurtenances. 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.

Table III-B below shows the estimated costs of the City Improvements anticipated to be constructed in accordance with the Development Agreement.

Table III-B
City Improvement Costs

Description	City Improvements to be constructed as part of		
	Phase #1	Phase #2	Total
Roadway improvements including ROW acquisition	\$160,000	\$902,970	\$1,062,970
Water distribution system improvements	\$280,060	\$0	\$280,060
Sanitary sewer improvements	\$753,258	\$389,729	\$1,142,987
Other soft, contingency and miscellaneous costs	\$289,330	\$361,956	\$651,2864
Total	\$1,482,648	\$ 1,654,655	\$ 3,137,303

Additionally, concurrently with the construction of the Phase #1 Improvements, the Developer began constructing certain improvements within the PID including grading, water and sewer services, franchise utility services, landscaping and other miscellaneous items related to the Private Improvements; a pool and related facilities, fencing and landscaping (collectively, the "Private Improvements") to serve the entire PID. The Private Improvements are expected to be complete by the end of May 2018. The costs of such Private Improvements have been or will be paid entirely by the Developer without any reimbursement through the PID.

Phase #2 Improvements:

The Phase #2 Improvements are the Authorized Improvements that will benefit the Phase #2 Assessed Property. The descriptions of the Phase #2 Improvements are presented below and the Budgeted Costs of the Phase #2 Improvements are shown in Table III-B. The Budgeted Costs shown in Table III-B may be revised in an Annual Service Plan Update as needed.

- **Road Improvements:**

- The road improvements within Phase #2 include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements will provide street access to each lot within Phase #2 as well as access to community roadways and state highways. All roadway projects 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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- ***Water Distribution System Improvements:***

- The water distribution system improvements within Phase #2 consist of construction and installation of on-site, 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 #2 Assessed Property. The water distribution system improvements will extend water service to the boundaries of Phase #1 and to all lots within Phase #2. 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 sanitary sewer improvements within Phase #2 consist of construction and installation of on-site and off-site pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #2 Assessed Property. The sanitary sewer improvements will extend wastewater service to the boundaries of Phase #2 and to all lots within Phase #2. 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 Improvements:***

- The storm drainage improvements within Phase #2 consist of construction and installation of pipes, inlets, manholes, detention ponds and appurtenances necessary to provide storm drainage to the Phase #2 Assessed Property. The storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- ***Park and Open Space Improvements:***

- The park and open space improvements within Phase #2 consist of construction and installation of trails, landscaping, walls, and entries. The park and open space improvements will be designed and constructed in accordance with City standards and specifications and will be owned by the City either by fee or through a public use easement and maintained by the Homeowners' Association.

Additional details of the Phase #2 Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V (C).

The Budgeted Costs shown in Tables III-B may be revised in Annual Service Plan Updates. The detailed costs of the Phase #2 Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

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Table III-C
Phase #2 Improvement Costs

Roadway improvements	\$2,392,525
Water distribution system improvements	\$416,871
Sanitary sewer improvements	\$340,350
Storm drainage improvements	\$1,520,957
Park and open space improvements	\$914,801
Other soft, contingency and miscellaneous costs	\$1,563,940
Total	\$7,149,444

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Section 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 Budgeted Costs for the Phase #1 Improvements plus costs related to the issuance of the Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID are \$6,845,468 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the 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."

Table IV-A summarizes the sources and uses of funds required to construct the Phase #1 Improvements to be financed with the proceeds from the Phase #1A Bonds and PID Reimbursement Agreement, including Budgeted Costs related to establishing the PID and issuing the Phase #1 Bonds. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and changes in Actual Costs.

The Phase #1A Bonds were issued to finance a portion of the Phase #1 Improvements, including costs to issue the Phase #1A Bonds, as shown in Table IV-A below. A portion of the remaining costs of Phase #1 Improvements will be financed through the PID Reimbursement Agreement. A second series of Phase #1 Bonds ("Phase #1B Bonds") may, subject to the approval of the City Council and compliance with the applicable provisions in the Trust Indenture, be issued in 2018 or 2019; and, to the extent provided by law, the proceeds from the Phase #1B Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the PID Reimbursement Agreement and to pay any unpaid Actual Costs of Phase #1 Improvements required to be paid under the PID Reimbursement Agreement.

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Table IV-A
Sources and Uses – Phase #1

Sources of Funds	Authorized Improvements (PID)	Other Improvements (Non-PID)	Total Amounts
Bond par amount	\$3,550,000	\$0	\$3,550,000
PID Reimbursement Agreement	\$2,175,000	\$0	\$2,175,000
<i>Subtotal</i>	<i>\$5,725,000</i>	<i>\$0</i>	<i>\$5,725,000</i>
Other funding sources - Phase #1 Improvements	\$1,120,468	\$0	\$1,120,468
Total Sources for Phase #1 Improvements	\$6,845,468	\$0	\$6,845,468
Other funding sources - City Improvements	\$0	\$1,482,648	\$1,482,648
Other funding sources – Private Improvements and Ag reserve	\$0	\$1,271,213	\$1,271,213
Total Sources	\$6,845,468	\$2,753,861	\$9,599,329
Uses of Funds			
Authorized Improvements - Phase #1 Improvements			
Road improvements	\$1,501,138	\$0	\$1,501,138
Water distribution system improvements	\$572,950	\$0	\$572,950
Sanitary sewer improvements	\$691,366	\$0	\$691,366
Storm drainage improvements	\$1,377,040	\$0	\$1,377,040
Parks and open space improvements	\$512,950	\$0	\$512,950
Other soft and miscellaneous costs	\$1,303,524	\$0	\$1,303,524
<i>Subtotal</i>	<i>\$5,958,968</i>	<i>\$0</i>	<i>\$5,958,968</i>
City Improvements			
Road improvements	\$0	\$160,000	\$160,000
Water distribution system improvements	\$0	\$280,060	\$280,060
Sanitary sewer improvements	\$0	\$753,258	\$753,258
Other soft and miscellaneous costs	\$0	\$289,330	\$289,330
<i>Subtotal</i>	<i>\$0</i>	<i>\$1,482,648</i>	<i>\$1,482,648</i>
Private Improvements			
City debt issuance fee	\$0	\$226,850	\$226,850
NonBQ fee	\$0	\$40,310	\$40,310
Other private improvements	\$0	\$999,053	\$999,053
<i>Subtotal</i>	<i>\$0</i>	<i>\$1,266,213</i>	<i>\$1,266,213</i>
Costs of issuance			
Capitalized interest	\$181,785	\$0	\$181,785
Reserve fund	\$237,195	\$0	\$237,195
Ag exemption foreclosure reserve	\$0	\$5,000	\$5,000
PID establishment/ operation and other costs of issuance	\$361,020	\$0	\$361,020
Underwriter's discount	\$106,500	\$0	\$106,500
<i>Subtotal</i>	<i>\$886,500</i>	<i>\$5,000</i>	<i>\$891,500</i>
Total Uses	\$6,845,468	\$2,753,861	\$9,599,329

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The Budgeted Costs for the Phase #2 Improvements plus costs related to the issuance of the Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID are \$_____ as shown in Table IV-A-1. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the 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.”

Table IV-A-1 summarizes the sources and uses of funds required to construct the Phase #2 Improvements to be financed with the proceeds from the Phase #2 Bonds, including Budgeted Costs related to establishing the PID and issuing the Phase #2 Bonds. The sources and uses of funds shown in Table IV-A-1 shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and changes in Actual Costs.

The Phase #2 Bonds are being issued to finance a portion of the Phase #2 Improvements, including costs to issue the Phase #2 Bonds, as shown in Table IV-A-1 below.

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Table IV-A-1
Sources and Uses – Phase #2

Sources of Funds	Authorized Improvements (PID)	Other Improvements (Non-PID)	Total Amounts
Bond par amount	\$7,325,000	\$0	\$7,325,000
<i>Subtotal</i>	\$7,325,000	\$0	\$7,325,000
Other funding sources - Phase #2 Improvements	\$1,429,186	\$0	\$1,429,186
Total Sources for Phase #2 Improvements	\$8,754,186	\$0	\$8,754,186
Other funding sources - City Improvements	\$0	\$1,654,655	\$1,654,655
Other funding sources – Private Improvements	\$0	\$0	\$0
Total Sources	\$8,754,186	\$1,654,655	\$10,408,841
Uses of Funds			
Authorized Improvements - Phase #2 Improvements			
Road improvements	\$2,392,525	\$0	\$2,392,525
Water distribution system improvements	\$416,871	\$0	\$416,871
Sanitary sewer improvements	\$340,350	\$0	\$340,350
Storm drainage improvements	\$1,520,957	\$0	\$1,520,957
Parks and open space improvements	\$914,801	\$0	\$914,801
Other soft and miscellaneous costs	\$1,563,940	\$0	\$1,563,940
<i>Subtotal</i>	<i>\$7,149,444</i>	<i>\$0</i>	<i>\$7,149,444</i>
City Improvements			
Road improvements	\$0	\$902,970	\$902,970
Water distribution system improvements	\$0	\$0	\$0
Sanitary sewer improvements	\$0	\$389,729	\$389,729
Other soft and miscellaneous costs	\$0	\$361,956	\$361,956
<i>Subtotal</i>	<i>\$0</i>	<i>\$1,654,655</i>	<i>\$1,654,655</i>
Private Improvements			
City debt issuance fee	\$0	\$0	\$0
NonBQ fee	\$0	\$0	\$0
Other private improvements	\$0	\$0	\$0
<i>Subtotal</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
Costs of issuance			
Capitalized interest	\$402,875	\$0	\$402,875
Reserve fund	\$237,195	\$0	\$237,195
Ag exemption foreclosure reserve	\$0	\$0	\$0
PID establishment/ operation and other costs of issuance	\$744,922	\$0	\$744,922
Underwriter's discount	\$219,750	\$0	\$219,750
<i>Subtotal</i>	<i>\$1,604,742</i>	<i>\$0</i>	<i>\$1,604,742</i>
Total Uses	\$8,754,186	\$1,654,655	\$10,408,841

As described in Sections V(I) and VI(A) the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel's PID assessments. The total Phase #1A Bond par

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amount to be repaid with the TIRZ Annual Credit Amounts (the “TIRZ Credit Funded Portion”) is projected to be \$2,182,855 as calculated based on the projected TIRZ Annual Credit Amounts anticipated to be used for offsetting the Annual Installments to be collected from the Phase #1A Assessed Property. The balance of the Phase #1A Bonds to be repaid with the net Annual Installments (the “Net Assessment Funded Portion”) is calculated to be \$1,367,145 (i.e. \$3,550,000 - \$2,182,855 = \$1,367,145). Accordingly, the Phase #1A Bonds are allocated between the TIRZ Credit Funded Portion and the Net Assessment Funded Portion as shown in Table IV-B below. The detailed breakdown of the estimated Phase #1A Bond debt service amounts is in the schedule included in Appendix E.

Table IV-B
Estimated Sources and Uses
Phase #1 Bonds – TIRZ Credit Funded Portion

Sources of Funds	Phase #1A Bonds		
	TIRZ Credit Funded Portion	Net Assessment Funded Portion	Total
Bond par amounts	\$2,182,855	\$1,367,145	\$3,550,000
Total Sources	\$2,182,855	\$1,367,145	\$3,550,000
Uses of Funds			
<u>Improvements</u>			
Road improvements	\$412,571	\$258,398	\$670,969
Water distribution system improvements	\$157,469	\$98,624	\$256,093
Sanitary sewer improvements	\$190,014	\$119,008	\$309,022
Storm drainage improvements	\$378,464	\$237,036	\$615,500
Parks and open space improvements	\$140,979	\$88,296	\$229,275
Other soft and miscellaneous costs	\$358,259	\$224,381	\$582,640
Subtotal	\$1,637,756	\$1,025,744	\$2,663,500
Estimated Bond issue costs			
Capitalized interest	\$111,777	\$70,007	\$181,785
Reserve fund	\$145,849	\$91,346	\$237,195
PID establishment/ operation and other costs of issuance	\$221,987	\$139,033	\$361,020
Underwriter's discount	\$65,486	\$41,014	\$106,500
Subtotal	\$545,099	\$341,401	\$886,500
Total Uses	\$2,182,855	\$1,367,145	\$3,550,000

The City reserves the right to issue additional parity bonds secured by the Phase #1 Assessment Revenues to finance (or refinance) a portion of Phase #1 Improvements not paid with proceeds of the Phase #1A Bonds. The issuance of such additional bonds will be subject to the conditions and

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provisions set forth in the Trust Indenture relating to the Phase #1 Bonds. The Phase #1 Bonds may also, subject to the approval of the City Council, be refunded pursuant to the refunding provisions of the Trust Indenture relating to the Phase #1 Bonds. If the debt service on the Series 2016 Phase #1A Bonds is reduced as the result of an economic refunding of those PID bonds, then there would be a corresponding reduction in both TIRZ Annual Credit Amounts and the Annual Installments (i.e., Annual Installments shall be permanently reduced by the same amount the TIRZ Annual Credit Amounts are reduced) which will result in a permanent reduction in the Assessments.

The annual projected costs and annual projected indebtedness is shown by Table IV-C. 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-C

Annual Projected Costs and Annual Projected Indebtedness – All Phases

Year	Annual Projected Cost	Annual Projected Indebtedness (Phase #1A Bonds and Phase #1 Reimbursement Agreement, Phase #2 Bonds)	Sources other than Phase #1A Bonds, Phase #1 Reimbursement Agreement and Phase #2 Bonds
2016	\$6,845,468	\$5,725,000	\$1,120,468
2017	\$0	\$0	\$0
2018	\$8,754,186	\$7,325,000	\$1,429,186
2019	\$0	\$0	\$0
2020	\$0	\$0	\$0
Total	\$15,599,654	\$13,050,000	\$2,549,654

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Phase #1 Improvements shown in Table III-A, the costs associated with creating the PID and costs of issuing the Phase #1A Bonds, including reserves shown in Table IV-A, and costs related to the PID Reimbursement Agreement. The difference between the annual projected cost and the annual projected indebtedness, and between the annual projected indebtedness and the principal amount of the bonds each represent an amount funded by the Developer, which may be reimbursed with future bond proceeds to the extent available.

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Section 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 anticipates a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1A Bonds, subsequent financings may be issued over the upcoming years as the subsequent phase(s) of the development are gradually constructed.

The purpose of this anticipated gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Phased PID Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Phased PID Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of 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 burden 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 may be reimbursed by a subsequent parity lien bond financing and /or a reimbursement agreement, such as the PID Reimbursement Agreement. For example, the Phase #1A Bonds to be issued to finance a portion of the Phase #1 Improvements may, subject to the initial bond issuance requirements in the Development Agreement and approval by the City Council, be followed by a second parity lien issuance of Phased PID Bonds (the Phase #1B Bonds) to finance Actual Costs of Phase #1 Improvements not financed by the Phase #1A Bonds.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phase #1 Improvements and the Phase #2 Improvements shall be allocated as described below:

1. The Authorized Improvement Costs shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the

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imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home process provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.
3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.
4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.
5. The Phase #1 Improvement costs less the Homeowner Association Special Assessment Allocation are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units estimated for each Parcel.
6. The Phase #2 Improvement costs less the Homeowner Association Special Assessment Allocation are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by (a) each Parcel within the Phase #1 Assessed Property as a result of the Phase #1 Improvements and (b) each Parcel within the Phase #2 Assessed Property as a result of 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 and the Phase #2 Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit within Phase #1 of the Phase #1 Improvements to Phase #1 Assessed Property and Phase #2 of the Phase #2 Improvements to Phase #2 Assessed Property in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Phase #1 Assessed Property similarly benefited and the Phase #2 Assessed Property similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. 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 Authorized Improvements are provided specifically for the benefit of the Assessed Property.

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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 these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized 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 is 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 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.

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; and (ii) 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 beneficial to the City and the PID. 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:

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

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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 beneficial; 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. 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 Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #1. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the Actual Costs of the Phase #1 Improvements provided by the Developer working with the City's engineers, as set forth in Table III-A, the City Council has determined that the benefit to Phase #1 Assessed Property resulting from the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has

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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.

Allocation of Assessments to Lot Types in Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1, is \$5,725,000. As shown in Appendix D, there are a total of 143.33 estimated Equivalent Units for the residential development in Phase #1, resulting in an Assessment per Equivalent Unit of \$39,941.86.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$39,941.86 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$39,941.86 (i.e. $\$39,941.86 \times 1.00$). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$33,284.88 (i.e. $\$39,941.86 \times 0.83$). Table E-2 sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #1.

Table V-1
Assessment per Unit - Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor ¹	Assessment per Unit	Total Assessments
Lot Type 1	65	\$39,941.86	1.00	\$39,941.86 per dwelling unit	\$2,596,221
Lot Type 2	94	\$39,941.86	0.83	\$33,284.88 per dwelling unit	\$3,128,779
Total	159				\$5,725,000

1 – See Appendix D for the calculation of the Equivalent Unit Factors

The projected leverage calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table V-2 below.

Table V-2
Projected Leverage – Phase #1

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit ¹	Leverage (Land Value)	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1	65	\$30,000	\$81,000	\$405,000	\$39,942	0.75	2.03	10.14
Lot Type 2	94	\$25,000	\$67,500	\$337,500	\$33,285	0.75	2.03	10.14
Total	159							

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table V-3 below.

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Table V-3
Estimated Tax Rate Equivalent per unit – Phase #1

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per \$100 Land Value)	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1	65	\$30,000	\$81,000	\$405,000	\$3,017	\$10.06	\$3.72	\$0.745
Lot Type 2	94	\$25,000	\$67,500	\$337,500	\$2,514	\$10.06	\$3.72	\$0.745
Total	159							

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 E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Appendix D shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot type.

2. *Assessment Methodology for Phase #2*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #2. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the Actual Costs of the Phase #2 Improvements provided by the Developer working with the City's engineers, as set forth in Table III-B, the City Council has determined that the benefit to Phase #2 Assessed Property resulting from the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle

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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.

Allocation of Assessments to Lot Types in Phase #2

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #2 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #2, is \$41,113.95. As shown in Appendix D, there are a total of 178.17 estimated Equivalent Units for the residential development in Phase #2, resulting in an Assessment per Equivalent Unit of \$41,113.95.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$41,113.95 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$41,113.95 (i.e. $\$41,113.95 \times 1.00$). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is \$34,260.99 (i.e. $\$41,113.95 \times 0.83$). Table V-4 sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #1.

Table V-4
Assessment per Unit - Phase #2

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor ¹	Assessment per Unit	Total Assessments
Lot Type 1	84	\$41,113.19	1.00	\$41,113.19 per dwelling unit	\$3,453,508
Lot Type 2	113	\$41,113.19	0.83	\$34,260.99 per dwelling unit	\$3,871,492
Total	197				\$7,325,000

1 – See Appendix D for the calculation of the Equivalent Unit Factors

The projected leverage calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table V-5 below.

Table V-5
Projected Leverage – Phase #2

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit ¹	Leverage (Land Value)	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1	84		\$87,900	\$439,500	\$41,113		2.14	10.69
Lot Type 2	113		\$73,250	\$366,250	\$34,261		2.14	10.69
Total	197							

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table V-3 below.

Table V-6

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Estimated Tax Rate Equivalent per unit – Phase #2

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per \$100 Land Value)	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 1	84		\$87,900	\$439,500	\$3,306		\$3.76	\$0.752
Lot Type 2	113		\$73,250	\$366,250	\$2,755		\$3.76	\$0.752
Total	197							

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 F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Appendix D shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot type.

D. Assessments

The Assessments for Phase #1 will be levied on each Parcel according to the Phase #1 Assessment Roll, attached hereto as Appendix E. The Annual Installments for the Phase #1 Bonds will be collected at the time and in the amounts shown on the Phase #1 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

The Assessments for Phase #2 will be levied on each Parcel according to the Phase #2 Assessment Roll, attached hereto as Appendix F. The Annual Installments for the Phase #2 Bonds will be collected at the time and in the amounts shown on the Phase #2 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

E. 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.

F. Prepayment Reserve

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with up to 0.20% of the interest rate component of the Annual Installments allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Bonds are prepaid and up to 0.30% of the interest rate component of the Annual Installments allocated to fund a delinquency reserve account as described below. The prepayment reserve shall be funded until it reaches 1.50% of the outstanding Bonds as stipulated

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in the Bond documents. Once the prepayment reserve is funded in full, any additional interest collected shall be allocated to fund delinquent payments as described in Section V(H) below.

G. AG Exemption Foreclosure Reserve

Concurrently with the issuance of the Phase #1A Bonds, the Developer deposited \$5,000 into a reserve account the ("Ag Exemption Foreclosure Reserve") held under the Trust Indenture relating to the Phase #1A Bonds. Such amount is estimated to be two years of ad valorem taxes levied by all taxing units on the portion of the Property subject to agricultural valuation. Such amount may be used for the payment of costs of foreclosure proceedings, if any, related to the changes in the agricultural exemption status of the Assessed Property.

H. Delinquency Reserve

The City has allocated up to 0.30% of the additional interest rate component of the Annual Installments to offset any possible delinquent payments. This additional reserve shall be funded up to 4% of the outstanding Bonds, but in no event will the annual collection, together with the prepayment reserve, total more than 0.50% of the outstanding Bonds. Once the delinquency reserve is funded in full, the City may allocate up to 0.50% of the additional interest rate component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or reduce the Assessments, as determined by the City Council.

I. TIRZ Annual Credit Amount

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel's PID assessments (the "TIRZ Annual Credit Amount"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 6 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI (A) of this Service and Assessment Plan.

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Section VI

TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located Within Phase #1

The Assessments, and Annual Installments thereof, for each Parcel of Phase #1 Assessed Property is shown on the Phase #1 Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1A Bonds, (ii) principal and interest required by the PID Reimbursement Agreement, (iii) to fund the prepayment reserve described in Section V, (iv) delinquency reserve described in Section V, and (v) to cover Administrative Expenses of Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis.

As described in Section V-I, the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2016 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2017). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The Equivalent Units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

B. Amount of Assessments and Annual Installments for Parcels Located Within Phase #2

The Assessments, and Annual Installments thereof, for each Parcel of Phase #2 Assessed Property is shown on the Phase #2 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Bonds, (ii) principal and interest required by the PID Reimbursement Agreement, (iii) to fund the prepayment reserve described in Section V, (iv) delinquency reserve described in Section V, and (v) to cover Administrative Expenses of Phase #2. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis.

As described in Section V-I, the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2018 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2019). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to

Assessments in the PID. The Equivalent Units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

C. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels.

The total Assessment initially allocated to the Phase #1 Assessed Property and the Phase #2 Assessed Property does not include any allocation of Assessments to the HOA Property. Once a Homeowner Association is created in the PID and Parcel(s) that are owned by the Homeowner's Association appear on the Collin Central Appraisal District ("Collin CAD") records, 1% of the initial total Assessment allocated to the Phase #1 Assessed Property and the Phase #2 Assessed Property shall be reallocated to such HOA Property.

Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

D. Mandatory Prepayment of Assessments

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

E. Reduction of Assessments

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Authorized Improvement Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.
2. If after all Authorized Improvements to be funded with a series of Bonds have been completed and a portion of the Bonds have been redeemed using the TIRZ Annual Credit Amounts or other funds available to the City, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the remaining outstanding amount(s) of the Bonds after such redemptions. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds.
3. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Collection Costs, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Collection Costs. The Principal Portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

F. 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 such 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; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the levy of the Assessments.

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds and (ii) 8.18 percent per annum. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on interest rates of 3.4%, 4.2%, 4.8% and 5.25% for the Phase #1 Bonds maturing in 2020, 2027, 2037 and 2046, respectively, (and an additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve) and an interest rate of 3.75% for the PID Reimbursement Agreement. The Phase #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 5.5% for the Phase #2 Bonds maturing in, 2048, (and an additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve). Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Rolls, shown as Appendix E and Appendix F, have been updated with the actual interest rates on the Phase #1 Bonds and the Phase #2 Bonds, respectively.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations 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 in accordance with Section 372.027 of the PID Act and Chapter 1207 of the Texas Government Code. 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.

G. Collection of Annual Installments

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

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Section VII THE ASSESSMENT ROLL

A. Phase #1 Assessment Roll

Phase #1 Assessed Property will be assessed for the special benefits conferred upon such property as a result of the Phase #1 Improvements. Table IV-A summarizes the \$6,845,468 in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements, costs associated with the PID formation, and costs related to the issuance of the Phase #1A Bonds. The total amount of Phase #1A Bonds and PID Reimbursement Agreement is \$5,725,000 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 \$5,725,000 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.C of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix E.

B. Phase #2 Assessment Roll

Phase #2 Assessed Property will be assessed for the special benefits conferred upon such property as a result of the Phase #2 Improvements. Table IV-A-1 summarizes the \$8,754,186 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements, costs associated with the PID formation, and costs related to the issuance of the Phase #2 Bonds. The total amount of Phase #2 Bonds is \$7,325,000 which is equal to or less than the benefit received by Phase #2 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #2 is \$7,325,000 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.C of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix F.

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll and the 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 Phase #1 Assessed Property and Phase #2 Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Phase #1 Assessed Property and the Phase #2 Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Phase #1 Assessment and the Phase #2 Assessment, if any, as provided by Section VI(F) of this Service and Assessment Plan.

The Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of additional Phase #1 Bonds and/or Phase #2 Bonds, if any, and any obligations owed pursuant to a reimbursement agreement.

Section 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 Rolls, 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 Rolls 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.

To the extent permitted by the PID Act, the City Council reserves the right 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; (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, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture; such interpretations and determinations 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.

[Remainder of page intentionally left blank.]

Appendix A
THE PID MAP

Attachment: Glen Crossing PID-Draft SAP for Ph 2 - v2.3 (Glen Crossing PID Costs Determining Resolution; Notice for June 12th PID Hearing to

Appendix B
AUTHORIZED IMPROVEMENT COSTS

DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Appendix D

LOT TYPES AND EQUIVALENT UNITS

Appendix E

ASSESSMENT ROLL – Phase #1 Assessed Property

Appendix F

PROPOSED ASSESSMENT ROLL – Phase #2 Assessed Property



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jason Laumer, City Manager
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re: Lilyana Costs Determining Resolution

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed by the Wells South Public Improvement District; approving a Preliminary Service Plan and Assessment Plan update, including a proposed Neighborhood Improvement Area #2 assessment roll; directing the filing of the proposed neighborhood improvement area #2 assessment roll with the City Secretary to make available for public inspection; noticing a public hearing for June 12, 2018 to consider an ordinance levying assessments on property located within a portion of Neighborhood Improvement Area #2 of the Wells South Public Improvement District. (Lilyana PID Costs & Hearing) (DeBuff)

Background Information:

This item approves a resolution outlining the costs of authorized improvements that will be financed by the Lilyana PID, and approves related items.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This resolution has been reviewed by the City Attorney.

Supporting Documents:

- Proposed resolution determining costs of improvements
- Preliminary Service and Assessment Plan

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED BY THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN UPDATE, INCLUDING A PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR JUNE 12, 2018 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN A PORTION OF NEIGHBORHOOD IMPROVEMENT AREA #2 OF THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

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

WHEREAS, on July 14, 2015 the City Council conducted a public hearing to consider a petition received by the City on May 21, 2015 titled "Petition for the Creation of a Public Improvement District Within the ETJ of the City of Celina, Texas, for the Wells South Development" requesting the creation of a public improvement district; and

WHEREAS, on July 14, 2015, the City Council approved Resolution No. 2015-34R (the "Authorization Resolution"), authorizing, establishing and creating the Wells South Public Improvement District (the "District"); and

WHEREAS, the District is now located entirely within the corporate limits of the City; and;

WHEREAS, the City authorized the creation of the District and the issuance of up to \$42,450,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City has issued \$8,040,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) (the "Major Improvement Area Bonds") that are secured by Special Assessments levied on Major Improvement Area Assessed Property (as defined in the Service and Assessment Plan related to the District); and

WHEREAS, the City has issued \$5,790,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) (the "Neighborhood Improvement Area #1 Bonds") that are secured by Special Assessments levied on Neighborhood Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan related to the District); and

WHEREAS, the City Council and the City staff have been presented a "Wells South Public Improvement District Preliminary Service and Assessment Plan – Updated for Neighborhood Improvement Area #2," including the proposed assessment roll for Neighborhood Improvement Area #2 attached thereto (the "Proposed Neighborhood Improvement Area #2 Assessment Roll"), dated May 8, 2018 (collectively, the "Preliminary SAP Update"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP Update sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time (defined therein as the "Public Improvements") and the Proposed Neighborhood Improvement Area #2 Assessment Roll states the special assessments proposed to be levied against a portion of the property located within Neighborhood Improvement Area #2 in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Neighborhood Improvement Area #2 Assessment Roll be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

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

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

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

SECTION 2. THAT the City Council does hereby accept the Preliminary SAP Update for the District, including the Proposed Neighborhood Improvement Area #2 Assessment Roll, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP Update.

SECTION 3. THAT the City Council hereby determines that the total costs of the Neighborhood Improvement Area #2 Improvements (as defined in the Preliminary SAP Update) to be financed at this time by the District are as set forth in Table III-E of the Preliminary SAP Update, which costs do not include the payment of expenses incurred in the administration of the District or certain costs related to the financing such improvements.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Neighborhood Improvement Area #2 Improvements (as defined in the Preliminary SAP Update) to be financed at this time by the District, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan Update which will include final Neighborhood Improvement Area #2 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Neighborhood Improvement Area #2 Assessment Roll states the assessment proposed to be levied against each parcel of land in a portion of Neighborhood Improvement Area #2 of the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP Update.

SECTION 6. THAT the City Council expressly defers the levy of assessments against property within the remaining portion of Neighborhood Improvement Area #2 and within future improvement areas for improvements that will benefit such property until such time as the costs of such improvements can be determined with certainty as referenced in Section IV of the Preliminary SAP Update.

SECTION 7. THAT the City Council hereby authorizes and directs the filing of the Proposed Neighborhood Improvement Area #2 Assessment Roll with the City Secretary and the same shall be available for public inspection.

SECTION 8. THAT the City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing as defined above) to be held on **June 12, 2018 at or after 5:00 p.m.** at 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 consider an ordinance levying the assessments as special assessments on a portion of the property within Neighborhood Improvement Area #2 of the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on June 12, 2018, 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 1, 2018 as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Neighborhood Improvement Area #2 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before June 1, 2018, to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on June 12, 2018 as required by Section 372.016(c) of the Act.

SECTION 11. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas

Open Meetings Act) to place the public hearing on the agenda for the June 12, 2018 meeting of the City Council.

SECTION 12. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 8th day of May, 2018.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN
UPDATED FOR NEIGHBORHOOD IMPROVEMENT AREA #2

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 12, 2018 at or after 5:00 p.m. at 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 a portion of Neighborhood Improvement Area #2 within the Wells South 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 (“Neighborhood Improvement Area #2 Improvements”) include road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm drainage collection system improvements, and a portion of the costs related to the administration of the District.

The total costs of the Neighborhood Improvement Area #2 Improvements proposed to be financed at this time, including a portion of the costs of administering the District and certain costs related to the financing of such improvements, is **[\$2,425,000]**. The total costs of Authorized Improvements to benefit future phases within the District cannot be determined with certainty at this time, but shall not exceed an additional **[\$26,195,000]**.

The boundaries of the District include approximately 400.524 acres of land generally located in the area encompassed by the northeast corner of the intersection of FM 1461 and Coit Road, northwest intersection of FM 1461 and CR 84, and the southwest corner of CR 84 as it turns west 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 the District will be considered at the public hearing.

A copy of the proposed Neighborhood Improvement Area #2 Assessment Roll relating to the Neighborhood Improvement Area #2 Improvements to be financed at this time which includes the assessments proposed to be levied against each parcel within a portion of Neighborhood Improvement Area #2 in the District, is available for public inspection at the office of the City Secretary, 142 N. Ohio Drive, Celina, Texas 75009.

Wells South Public Improvement District

Preliminary Service and Assessment Plan
Updated for Neighborhood Improvement Area #2

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Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On July 14, 2015, (the "**Creation Date**"), the City Council (the "**City Council**") of the City of Celina, Texas (the "**City**") approved Resolution No. 2015-34R, which authorized the creation of the Wells South Public Improvement District (the "**PID**") to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is currently located within the ~~extraterritorial jurisdiction corporate limits~~ of the City ~~and will be annexed into the corporate limits of the City.~~

Chapter 372 of the Texas Local Government Code (as amended, the "**PID Act**"), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this "**SAP**") was prepared pursuant to the PID Act. The PID Act requires that a service plan "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements." The PID Act also requires a service plan "be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in **Section V** herein.

The Assessment Rolls for the PID are attached hereto as **Appendix A**, **Appendix B**, **Appendix C**, and **Appendix DC** and are addressed in **Section VII** of this SAP. The Special Assessments as shown on the Assessment Rolls are based on the method for establishing and levying the Special Assessments described in **Sections IV** and **VI** of this SAP.

B. Definitions

Capitalized terms shall have the meanings ascribed to them as follows:

"**Actual Cost(s)**" means, with respect to a Public Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred in preparing the construction plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to such Public Improvement (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of such Public Improvement, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees,

financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and (g) all payments for Administrative Expenses.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Special Assessments or the Annual Installments thereof, (iv) maintaining the record of Special Assessments, including payments, reallocations and/or cancellations of the Special Assessments or Annual Installments thereof, (v) issuing, paying, and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (ix) administering the construction of the Public Improvements.

“Administrator” means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to PID Bonds or in any other agreement approved by the City Council.

“Annual Installment” means, with respect to the Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, ~~or~~ Appendix C, or Appendix D, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP, (ii) Administrative Expenses, (iii) the portion of the interest on the Special Assessment designated for the Prepayment Reserve described in **Section IV** of this SAP, and (iv) the portion of the interest on the Special Assessment designated for the Delinquency Reserve described in **Section IV** of this SAP.

“Annual Installment Allocable to the City Contributed Major Improvements” means, with respect to each Parcel, each annual payment of: (i) that portion of each Special Assessment, or Annual Installment thereof, allocable to the City Contributed Major Improvements including interest, as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, ~~or~~ Appendix C, or Appendix D, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP. In no event shall the Annual Installment Allocable to the City Contributed Major Improvements exceed 8.25% of the debt service on the City Certificates of Obligation financing the City Contributed Major Improvements.

“Annual Service Plan Update” has the meaning set forth in **Section V** of this SAP.

Commented [A1]: Has all of the debt for the City Contributed Major Improvements now been issued?

“Assessed Property” or **“Assessed Properties”** means property on which Special Assessments have been levied as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, ~~or~~ Appendix C, or Appendix D (as each may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Ordinance” means each ordinance adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately as applicable, the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the City Contributed Major Improvement Assessment Roll included in this SAP as Appendix A, Appendix B, ~~or~~ Appendix C, or Appendix D, respectively, as each may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act including those listed in **Section III.A** of this SAP.

“City” means the City of Celina, Texas.

“City Certificates of Obligation” has the meaning set forth in **Section IV.G** of this SAP

“City Contributed Major Improvement Assessment Roll” means the document included in this SAP as Appendix C, 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 City Certificates of Obligation or in connection with any Annual Service Plan Update.

“City Contributed Major Improvement Credit Amount” means, with respect to each Parcel of Assessed Property, the amount of unencumbered and lawfully available funds equal to ad valorem taxes collected by the City from the Assessed Property during the previous year, as applicable, to be used for reducing the Annual Installment Allocable to the City Contributed Major Improvements in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP. Such payments are not pledged to the Major Improvement Area Bonds, ~~or~~ the Neighborhood Improvement Area #1 Bonds, or the Neighborhood Improvement Area #2 Bonds and will not be pledged to future PID Bonds.

“City Contributed Major Improvements” mean those water and sewer improvements described in **Section III.C** of this SAP which benefit all Assessed Property within the PID, constructed and installed in accordance with this SAP, as the same may be amended from time to time, and any Annual Service Plan Update.

“City Council” means the duly elected governing body of the City.

“Commercial Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Assessment Rolls and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

“County” means Collin County, Texas.

“Delinquency Reserve” has the meaning set forth in **Section IV.MK** of this SAP.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Celina Development, LLC, a Texas limited liability company, including its successors and assigns.

“Development Agreement” means that certain "Development Agreement" by and between the City, the Owner and the George White Family Limited Partnership and related to the Property entered into as of April 28, 2015, as amended by that certain "Amended and Restated Development Agreement" by and between the City, the Owner and the George White Family Limited Partnership and related to the Property and approved by the City Council on September 8, 2015, as further amended by that certain "First Amendment to Amended and Restated Development Agreement" by and between the City and the Owner and related to the Property and approved by the City Council on February 13, 2018, and any future amendments thereto.

“Future Neighborhood Improvement Areas” means those Neighborhood Improvement Areas to be defined and developed after Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2, and within the boundaries of the PID but which are not subject to development at this time.

“Future Neighborhood Improvement Area Bonds” means bonds issued to fund Future Neighborhood Improvement Area Improvements (or a portion thereof) in a Future Neighborhood Improvement Area that are secured by Special Assessments levied on Assessed Property within such Future Neighborhood Improvement Area. In connection with Future Neighborhood Improvement Area Bonds, Special Assessments related to such Future Neighborhood Improvement Area Bonds will be levied only on property located within the applicable Future Neighborhood Improvement Area to finance Public Improvements which will only benefit such Future Neighborhood Improvement Area.

“Future Neighborhood Improvement Area Improvements” means those Public Improvements which will confer a special benefit on the related Future Neighborhood Improvement Area.

"Indenture" means an indenture of trust, trust agreement, ordinance or similar document between the City and Trustee setting forth the terms and other provisions relating to a series of PID Bonds, as modified, amended, and/or supplemented from time to time.

"Lot" means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, or other uses), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots based on the front footage of the Lot, as determined by the Administrator and confirmed by the City Council.

"Major Improvements" means the Public Improvements which benefit all Assessed Property within the PID and are described in **Section III.B.**

"Major Improvement Area" means the property within the PID not within Neighborhood Improvement Area #1, as generally shown on **Table II-B** and ~~as specifically described as the Property legally described in Appendix E save and accept for the approximately 93.2 acres within Neighborhood Improvement Area #1 legally described in Appendix E-2, # Appendix E and as depicted in Appendix F.~~

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"Major Improvement Area Assessed Property" means, for any year, all Parcels within the Major Improvement Area other than Non-Benefited Property and listed in the Major Improvement Area Assessment Roll against which Special Assessments relating to the Major Improvement Area Projects are levied.

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

"Major Improvement Area Bonds" means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) that are secured by Special Assessments levied on Major Improvement Area Assessed Property.

"Major Improvement Area Projects" means the Major Improvement Area's proportionate share of the Major Improvements.

“Neighborhood Improvement Area” means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a Neighborhood Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds for the Public Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

“Neighborhood Improvement Area #1” means the property within the PID as depicted on the map on **Table II.B** consisting of approximately 93.2 acres within the PID and as specifically described in **Appendix E-2** and as depicted in **Appendix E**.

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“Neighborhood Improvement Area #1 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #1 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #1 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #1 Improvements are levied.

“Neighborhood Improvement Area #1 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #1 included in this SAP as **Appendix B**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #1 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

“Neighborhood Improvement Area #1 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in **Section III.C**; and, that are to be financed with Neighborhood Improvement Area #1 Bonds.

“Neighborhood Improvement Area #1 Projects” means the Neighborhood Improvement Area #1 Improvements and the portion of the Major Improvements described in **Section III.B** allocable to Neighborhood Improvement Area #1.

“Neighborhood Improvement Area #2” means the property within the PID as depicted on the map on **Table II.-B-** consisting of approximately 85.448— acres within the PID and as specifically described in **Appendix E-3.—**and as depicted in **Appendix —**

“Neighborhood Improvement Area #2 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #2 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #2 Assessment Roll against which

Special Assessments relating to the Neighborhood Improvement Area #2 Improvements are levied.

“Neighborhood Improvement Area #2 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #2¹ included in this SAP as Appendix DB, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #2 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2018 (Wells South Public Improvement District Neighborhood Improvement Area #2 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

“Neighborhood Improvement Area #2 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #2 and are described in Section III.E; and, that are to be financed with Neighborhood Improvement Area #2¹ Bonds.

“Neighborhood Improvement Area #2 Projects” means the Neighborhood Improvement Area #2 Improvements allocable to Neighborhood Improvement Area #2.

“Owner” means Hillwood Enterprises, L.P., a Texas limited partnership, or other entity affiliated with Hillwood Enterprises, L.P.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Special Assessment Allocation” means 1% of the total Special Assessment for a specific Parcel or Neighborhood Improvement Area that is allocated to cover the PID benefit received by the Owner’s Association from the Public Improvements benefitting the Owner’s Association Property.

“Owner’s Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, to an owners’ association established for the benefit of a group of homeowners or property owners within the PID.

“Parcel” means a property identified by either a tax map identification number assigned by the Collin County Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID” means the Wells South Public Improvement District created by the City pursuant to Resolution No. 2015-34R approved July 14, 2015.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

"PID Bonds" means the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, [the Neighborhood Improvement Area #2 Bonds](#), and any Future Neighborhood Improvement Area Bonds which may be issued to finance Public Improvements in the Major Improvement Area, Neighborhood Improvement Area #1, [Neighborhood Improvement Area #2](#), or in the Future Neighborhood Improvement Areas.

"Prepayment Costs" mean interest and Administrative Expenses, to the extent not paid in an Annual Installment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment, each to the date of prepayment and to the extent each is allowable by law.

"Prepayment Reserve" has the meaning set forth in **Section IV.L** of this SAP.

"Property" means the approximately [375.2400.524](#) acres of property depicted and described by metes and bounds on Exhibit B to Resolution No. 2015-34R as adopted by City Council on July 14, 2015 and is legally described in **Appendix E-1** to this SAP and is depicted in **Table II.A** of this SAP.

"Public Improvements" mean the Authorized Improvements designed, constructed, and installed in accordance with this SAP for which Special Assessments are levied against the Assessed Property that receives a special benefit from such improvement.

"Public Property" means real property, right-of-way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, prescription, or by plat.

"Residential Parcel" means a Parcel located within the PID which has been designated at the time of the [adoption of the initial Neighborhood Improvement Area #1 Assessment Roll](#) and approval of this SAP for the future development of single family residential homes.

"Service and Assessment Plan" or **"SAP"** means this Wells South Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

"Special Assessment" means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

"Trustee" means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

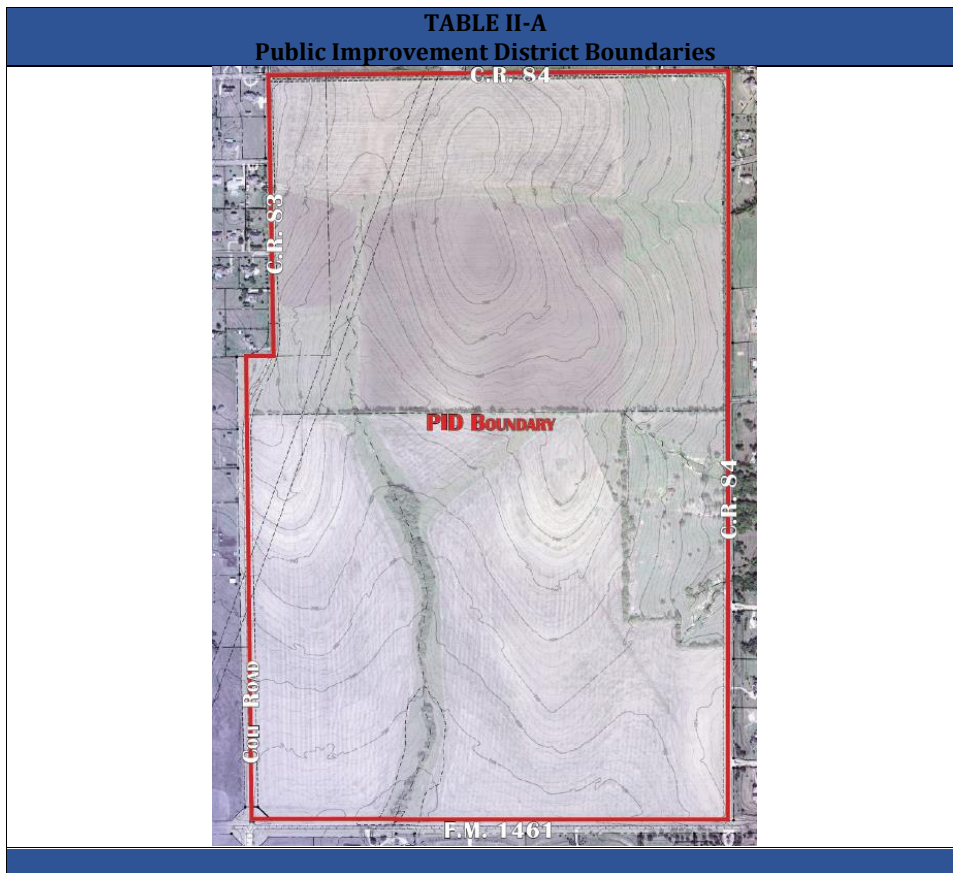
Section II

PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the Property. The PID is currently located entirely within the City's corporate limits. The PID contains approximately 400.524 gross acres of which approximately 375.2 are developable acres planned for development to include a combination of residential and commercial development as well as the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

A map of the property within the PID is shown in Table II-A. -Legal descriptions for all Parcels within the PID are included in Appendix E.



The Major Improvement Area consists of approximately 282.0 acres. The Property within the PID is approximately 400.524 gross acres of which approximately 375.2 will be developed. Neighborhood Improvement Area # 1 consists of approximately 93.2 acres projected to consist of 293 single family residential units, to be developed in one phase and which will be specially benefitted by the Public Improvements described in **Section III.C**. Neighborhood Improvement Area # 2 consists of approximately 85.448 acres that will be developed in two subphases: (i) "Neighborhood Improvement Area #2A" consisting of approximately 48.72 acres currently projected to consist of 207 single family residential units, to be developed, and (ii) "Neighborhood Improvement Area #2B" consisting of approximately 36.728 acres currently projected to consist of in two phases 144 single family residential units, and which Neighborhood Improvement Area #2A will be specially benefitted by the Public Improvements described in **Section III.D**.

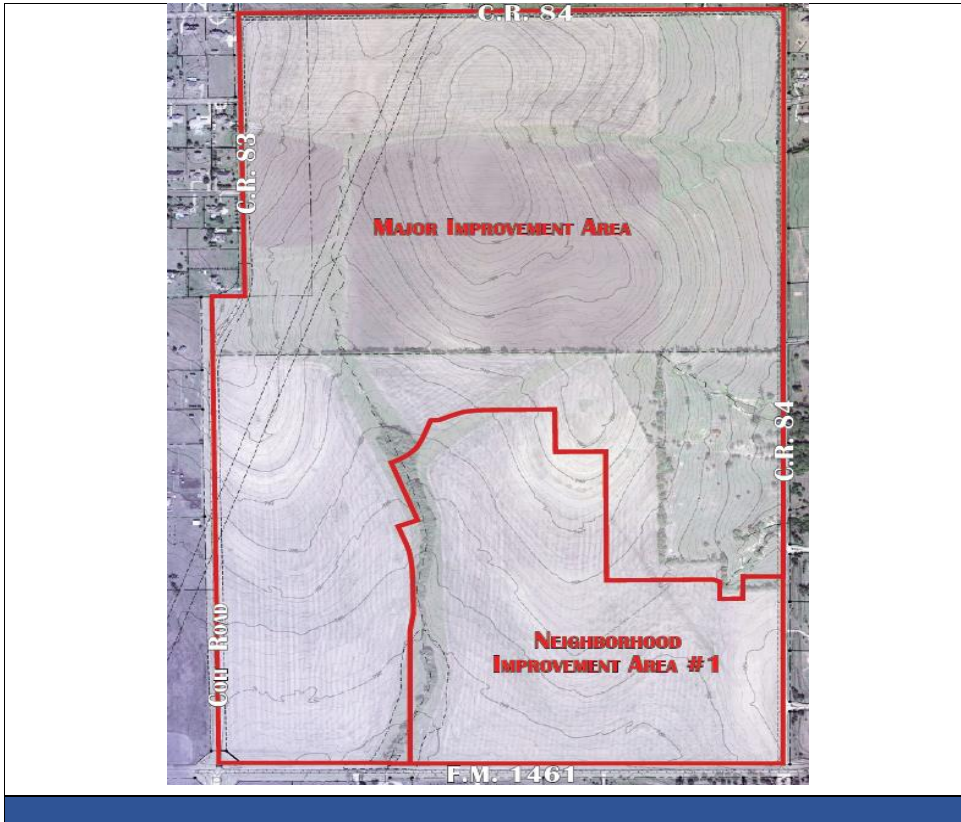
The Major Improvement Area consists of all of the property within the PID excluding the property within Neighborhood Improvement Area #1. Property at the time of the levy of the Special Assessments securing the Major Improvement Bonds. Neighborhood Improvement Area #2 lies within the Major Improvement Area.

A map of the property within the PID, Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2 is shown in **Table II-B**. The legal descriptions for all property parcels within the PID are included in Appendix E-1. The legal description for all property within Neighborhood Improvement Area #1 is included in Appendix E-2. The legal description for all property within Neighborhood Improvement Area #2 is included in Appendix E-3.

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TABLE II-B

Public Improvement District Neighborhood Improvement Area Boundaries

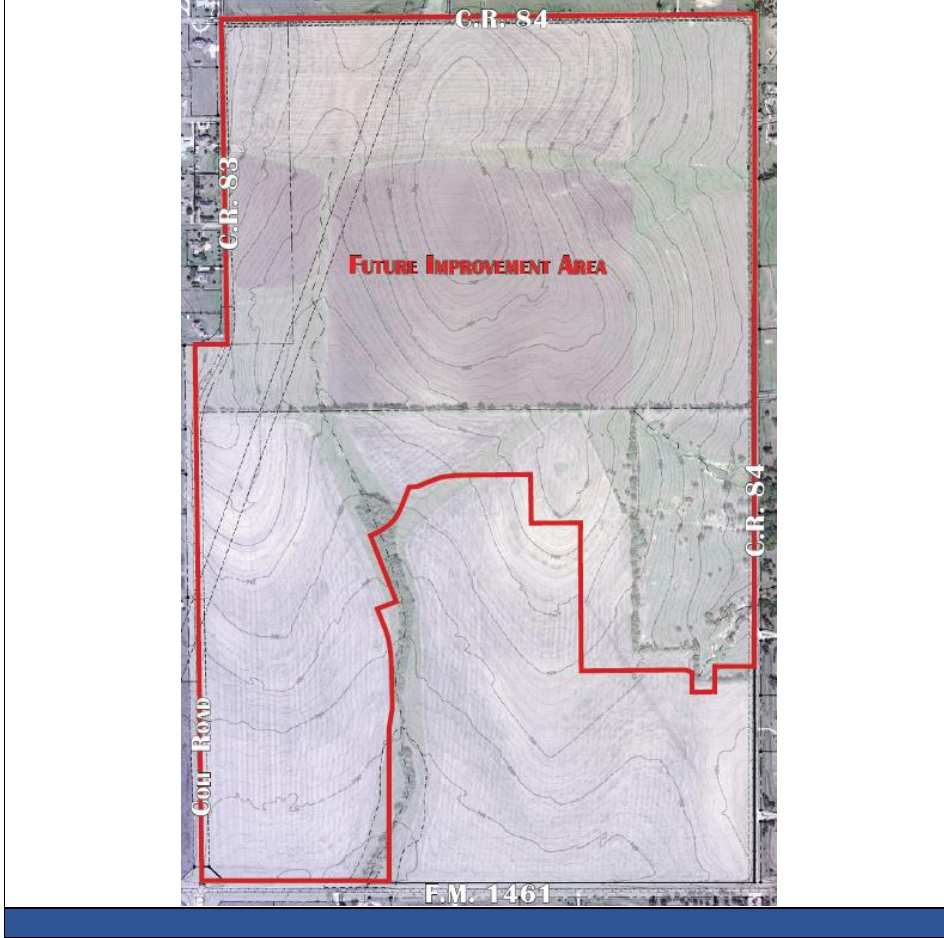


C. Property Included in Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed and in connection with the issuance of any Future Neighborhood Improvement Area Bonds, this Service and Assessment Plan will be amended to revise the table shown in **Section II.B** above (e.g. **Table II-B** will be revised to show the addition of such Future Neighborhood Improvement Area).

A map of the projected property within each Future Neighborhood Improvement Area is shown in **Table II-C**. The Future Neighborhood Improvement Area is shown for illustrative purposes only and is subject to adjustment in the future.

TABLE II-C
Proposed Future Neighborhood Improvement Areas



Section III

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

A. Authorized Improvement Overview

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

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

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

B. Descriptions and Costs of Major Improvements

The Major Improvements benefit the entire PID. However, Major Improvement Area Assessed Property does not include Neighborhood Improvement Area #1 Assessed Property; therefore the costs of the Major Improvements are allocated proportionally between Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property based on the costs of neighborhood improvements planned within their respective boundaries. Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the costs of the Major Improvements (the "Major Improvement Area Projects"); and, Neighborhood Improvement Area #1 Bonds will fund both Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements as well as the Neighborhood Improvement Area #1 Improvements (collectively, the "Neighborhood Improvement Area #1 Projects"). This cost allocation between the Major Improvement Area and Neighborhood Improvement Area #1 is shown in more detail on **Table IV-C**.

The Major Improvements are described below. **Table III-B** shows the Actual Costs of the Major Improvements. The Actual Cost to construct the Major Improvements is \$6,327,000. The costs shown in **Table III-B** may be revised in Annual Service Plan Updates.

The Actual Costs for Major Improvements are to be funded from (i) the proceeds of the Major Improvement Area Bonds, (ii) a portion of the proceeds of the Neighborhood Improvement Area #1 Bonds, and (iii) from funds contributed by the Developer, all as described herein.

A description of the Major Improvements follows:

- *Road Improvements*
 - The road improvement portion of the Major Improvements consists of the construction of perimeter road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Major Improvement Area Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards. The cost of the road improvements to be allocated to the Major Improvement Area is ~~\$2,581,000~~ \$3,472,620. The cost of the road improvements to be allocated to the Neighborhood Improvements Area #1 is \$210,000.

Commented [A2]: Abdi – shouldn't these be up have entered the numbers from the 2017 annual update to be consistent with the quarterly reports

- *Storm Drainage*

- The storm drainage improvement portion of the Major Improvements consists of the construction of two detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards. The cost of storm drainage improvements to be allocated to the Major Improvement Area is \$~~1,599,000~~712,575. The cost of storm drainage improvements to be allocated to the Neighborhood Improvement Area #1 is \$~~200,000~~557,644.

Commented [A3]: Same as Comment CA2

- *Wastewater*

- The wastewater improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Major Improvement Area Assessed Property. The wastewater improvements will be constructed according to City standards. The cost of the wastewater improvements to be allocated to the Major Improvement Area is \$~~391,877~~276,000. The cost of the wastewater improvements, to be allocated to the Neighborhood Improvement Area #1 is \$35,000.

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- *Water*

- The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be constructed according to City standards. The cost of the water improvements to be allocated to the Major Improvement Area is \$~~430,735~~374,000. The cost of the water improvements to be allocated to the Neighborhood Improvement Area #1 is \$47,000.

Commented [A5]: Same as Comment CA2

- *Open Space/Trail System*

- The open space and trail system improvement portion of the Major Improvements consists of certain public open space and trail systems as described in the Development Agreement. The public open space and trail system improvements will be constructed according to City standards. The cost of the open space/trail system improvements to be allocated to the Major Improvement Area is \$~~60,000~~188,000. The cost of the open space/trail system improvements to be allocated to the Neighborhood Improvement Area #1 is \$18,000.

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**Table III-B
Major Improvement Costs**

Description	NIA #1	MIA	Total
<i>Authorized Improvements</i>			
Road Improvements	\$ 210,000	\$ 2,581,000	\$ 2,791,000
Storm Drainage	200,000	1,599,000	1,799,000
Wastewater	35,000	276,000	311,000
Water	47,000	374,000	421,000
Open Space/Trail System	18,000	60,000	78,000
Soft Costs	102,000	825,000	927,000
Total Authorized Improvements	\$ 612,000	\$ 5,715,000	\$ 6,327,000

Note: Costs provided by Huitt-Zollars Engineering. 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.

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C. Descriptions and Costs of City Contributed Major Improvements

The costs of the City Contributed Major Improvements are shown in **Table III-C**. The costs shown in **Table III-C** may be revised in an Annual Service Plan Updates. The total costs for the water and sewer improvements described in this Section III-C is \$24,665,630 and the prorated amount of \$2,433,262,010,000 of such costs are allocated to the PID as the City Contributed Major Improvements are provided by the City.

Commented [A8]: Please confirm the most recent budgeted number as well as whether all debt has been issued for the CCMI's

Commented [A9]: Same as Comment CA2

Section IV describes the allocation of the Actual Costs of the City Contributed Major Improvements and the assessment methodology for the determining the Special Assessments related to the City Contributed Major Improvements. **Table V-C** shows the amount of funds to be spent by the City on the City Contributed Major Improvements. As provided in the Development Agreement and described in more detail in **Section VI.C**, the City Contributed Major Improvements will be financed by the City and the City will be reimbursed for such expenditures with the sum of each Annual Installment Allocable to the City Contributed Major Improvements as offset by applicable credits.

A description of the City Contributed Major Improvements follows:

- *Wastewater*
 - The wastewater system portion of the City Contributed Major Improvements based on wastewater system models consists of a combination of sanitary sewer trunk mains of various diameters that are generally PVC pipe, a lift station, force mains, manholes and other sewer main appurtenances. The wastewater system improvements will be constructed according to City standards. The total cost of the City wastewater system improvements is \$10,867,000. The cost of the wastewater system portion of the City Contributed Major Improvements allocated to the Assessed Property is \$916,0001,125,925.

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- *Water*
 - The water distribution system portion of the City Contributed Major Improvements based on the water models consists of a combination of trunk main of various diameters that are generally PVC pipe, matching gate valves, fire hydrants, a possible booster pump station, and associated water main appurtenances. The water distribution system improvements will be constructed according to City standards. The total cost of the City water system improvements is \$9,182,000. The cost of the water distribution system portion of the City Contributed Major Improvements allocated to the Assessed Property is ~~\$911,000~~ \$1,045,401.

Table III-C
City Contributed Major Improvement Costs

Description	NIA #1	MIA	Total
<i>PID Benefit of Authorized Improvements</i>			
Wastewater	\$ 215,000	\$ 701,000	\$ 916,000
Water	214,000	697,000	911,000
Contingency	43,000	140,000	183,000
Total PID Benefit of Authorized Improvements	\$ 472,000	\$ 1,538,000	\$ 2,010,000

Note: Costs provided by City staff. The figures shown in Table III-C may be revised in an Annual Service Plan Updates.

D. Descriptions and Costs of Neighborhood Improvement Area #1 Improvements

The Neighborhood Improvement Area #1 Improvements are described below. **Table III-D** shows the estimated Actual Costs to construct the Neighborhood Improvement Area #1 Improvements are \$4,545,000 and are distinct from Neighborhood Improvement Area #1's allocable share of the Major Improvements described above in **Section III.B**. The proceeds of the Neighborhood Improvement Area #1 Bonds will only fund the Neighborhood Improvement Area #1 Projects which benefit Neighborhood Improvement Area #1 Assessed Property. The Actual Costs shown in **Table III-D** may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #1 Improvements are to be funded both from the proceeds of the Neighborhood Improvement Area #1 Bonds as described herein and from funds contributed by the Developer.

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A description of the Neighborhood Improvement Area #1 Improvements follows:

- *Road Improvements*
 - The road improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #1 Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards. The cost of these road improvements is \$2,441,000,686.592.
- *Wastewater*
 - The wastewater improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #1 Assessed Property. The wastewater improvements will be constructed according to City standards. The cost of these wastewater improvements is \$546,000,444.583.
- *Water*
 - The water improvement portion of the Neighborhood Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #1 Assessed Property. The water improvements will be constructed according to City standards. The cost of these water improvements is \$568,000,87.046.
- ~~*Public Open Space and Trail Systems*~~

E. Descriptions and Costs of Neighborhood Improvement Area #2 Improvements

The Neighborhood Improvement Area #2 Improvements are described below. **Table III-E** shows the estimated Actual Costs to construct the Neighborhood Improvement Area #2

Improvements [for only the Neighborhood Improvement Area #2A](#) are \$6,914,376 and are distinct from Neighborhood Improvement Area #2's allocable share of the Major Improvements. The proceeds of the Neighborhood Improvement Area #2 Bonds will only fund the Neighborhood Improvement Area #2 [ImprovementsProjects](#) which benefit Neighborhood Improvement Area #2 Assessed Property. The Actual Costs shown in **Table III-D** may be revised through Annual Service Plan Updates [and will be updated to add the Actual Costs of the Neighborhood Improvement Area #2 Improvements that will benefit Neighborhood Improvement Area #2B](#).

The Actual Costs for Neighborhood Improvement Area #2 Improvements are to be funded both from the proceeds of the Neighborhood Improvement Area #2 Bonds as described herein and from funds contributed by the Developer.

A description of the Neighborhood Improvement Area #2 Improvements [benefitting Neighborhood Improvement Area #2A](#) follows:

- *Road Improvements*
 - The road improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #2A Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards. The cost of these road improvements is \$3,541,302.
- *Storm Drainage*
 - The storm drainage improvement portion of Neighborhood Improvement Area #2 Improvements consists of the construction of detention ponds and appurtenances thereto to appropriately control and convey storm water [for the benefit of Neighborhood Improvement Area #2A Assessed Property](#). The storm drainage improvements will be constructed according to City standards. The cost of storm drainage improvements is \$816,439.
- *Wastewater*
 - The wastewater improvement portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to

provide sanitary sewer service to Neighborhood Improvement Area #2 Assessed Property. The wastewater improvements will be constructed according to City standards. The cost of these wastewater improvements is \$495,362.

- *Water*
 - The water improvement portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #2 Assessed Property. The water improvements will be constructed according to City standards. The cost of these water improvements is \$627,281.

Table III-E Costs of Neighborhood Improvement Area #2 Projects			
Description	Phase 2A-1	Phase 2A-2	Total
<i>Authorized Improvements</i>			
Road Improvements	\$ 2,310,808	\$ 1,230,494	\$ 3,541,302
Storm Drainage	422,768	393,671	\$ 816,439
Wastewater	196,602	298,760	\$ 495,362
Water	273,555	353,726	\$ 627,281
Soft Costs	976,811	457,181	1,433,992
Total Authorized Improvements	\$ 4,180,544	\$ 2,733,832	\$ 6,914,376

Note: Cost estimates provided by _____. The figures shown in Table III-D may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

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F. Future Neighborhood Improvement Area Improvements

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside each Future Neighborhood Improvement Area (e.g. a **Table III-F** will be added to show the costs for the specific Future Neighborhood Improvement Area Improvements financed within the specific Future Neighborhood Improvement Area being developed.)

Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel from the Public Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements.

Table IV-C details the allocation of costs of the Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. **Table IV-D** details the allocation of costs of the City Contributed Major Improvements between the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property. The Annual Installments Allocable to the City Contributed Major Improvements are allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property in the same manner using the allocation percentages calculated in **Table IV-C**. **Table IV-E** details the allocation of costs of the Neighborhood Improvement Area #1 Projects which consist of Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements and all of the costs of the Neighborhood Improvement Area #1 Improvements. **Table IV-F** details the allocation of costs of the Neighborhood Improvement Area #2 ~~Improvements~~Projects—all of the costs of the Neighborhood Improvement Area #2 Improvements.

This section of this Service and Assessment Plan is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Major Improvements, the City Contributed Major Improvements, the Neighborhood Improvement Area #1 Improvements and the Neighborhood Improvement Area #2 Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, the City Contributed Major Improvements, the Neighborhood Improvement Area #1 Improvements and Neighborhood Improvement Area #2 Improvements to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owners and all future owners and developers of any Assessed Property.

The timetable for the development of Future Neighborhood Improvement Areas are difficult to establish at this time and, as such, the special benefit conferred by Future Neighborhood Improvement Area Improvements, if any, cannot be determined with absolute certainty. Accordingly, it is hereby understood and acknowledged by the City and the Owner that the Special Assessments associated with the Major Improvement Area Bonds, ~~and the Neighborhood Improvement Area #1 Bonds~~ have been levied and will not change, and the Special Assessments associated with the Neighborhood Improvement Area #2 Bonds are the only Special Assessments that can be addressed with reasonable certainty in this SAP update. As a result, this SAP will need to be amended by the City Council, when the Special Assessments associated with the Neighborhood Improvement Area #2 Improvements benefitting the property in Neighborhood Improvement Area #2B can be determined as well as if and when a Future Neighborhood Improvement Area is developed and Future Neighborhood Improvement Area Bonds, if any, are issued.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The Major Improvements are provided for the benefit of the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, ~~and the Neighborhood Improvement Area #1 Improvements~~ and the Neighborhood Improvement Area #1 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #1 Assessed Property, ~~and the Neighborhood Improvement Area Improvements described at this time are provided solely for the benefit of the~~ Neighborhood Improvement Area #2 Assessed Property, respectively.

When the City Council approved the initial SAP, the Owner owned 100% of the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property. ~~At that time, the Owner had~~ acknowledged that the Major Improvements and Neighborhood Improvement Area #1 Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. When the City Council approved this updated SAP, the Owner owned 100% of the Neighborhood Improvement Area #2 Assessed Property. The Owner ~~had~~ acknowledged that the Neighborhood Improvement Area #2 Improvements confer a special benefit on the Neighborhood Improvement Area #2 Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP update and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Major Improvement Area Assessed Property, the Neighborhood Improvement Area #1 Assessed Property and the Neighborhood Improvement Area #2 Assessed Property.

The City Council determined that funding the Actual Costs for the Major Improvements, including the portion of the City Contributed Major Improvements that benefit the

Assessed Property, the Neighborhood Improvement Area #1 Improvements and the Neighborhood Improvement Area #2 Improvements through the PID is beneficial to the City and the Assessed Property. Accordingly, the Major Improvements, including the portion of the City Contributed Major Improvements that benefit the Assessed Property, the Neighborhood Improvement Area #1 Improvements and the Neighborhood Improvement Area #2 Improvements confer a special benefit to the respective Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Major Improvement Area Assessed Property, the Neighborhood Improvement Area #1 Assessed Property, and the [Assessed Property within](#) Neighborhood Improvement Area #2A, Assessed Property, as applicable. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

C. Allocation of Actual Costs of Major Improvements

The Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the Major Improvements are, therefore, allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-C**. The costs detailed in **Table IV-C** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-C Cost Allocation of Major Improvements					
Authorized Improvement	Total Cost (a)	NIA #1 Major Improvements		MIA Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Road Improvements	\$ 2,791,000	8%	\$ 210,000	92%	\$ 2,581,000
Storm Drainage	1,799,000	11%	200,000	89%	1,599,000
Wastewater	311,000	11%	35,000	89%	276,000
Water	421,000	11%	47,000	89%	374,000
Open Space/Trail System	78,000	23%	18,000	77%	60,000
Subtotal	\$ 5,400,000		\$ 510,000		\$ 4,890,000
Soft Costs	\$ 927,000	11%	\$ 102,000	89%	\$ 825,000
Total Authorized Improvements	\$ 6,327,000		\$ 612,000		\$ 5,715,000

(a) See Table III-B for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

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D. Allocation of Actual Costs of City Contributed Major Improvements

The City Contributed Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and to the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the City Contributed Major Improvements have been calculated by the City and are allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-D**. The costs

detailed in **Table IV-D** represent only estimates and are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-D					
Cost Allocation of City Contributed Major Improvements					
Authorized Improvement	Total Cost (a)	MIA Major Improvements		NIA #1 Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Wastewater	\$ 916,000	77%	\$ 701,000	23%	\$ 215,000
Water	911,000	77%	697,000	23%	214,000
Contingency	183,000	77%	140,000	23%	43,000
Total Authorized Improvements	\$ 2,010,000		\$ 1,538,000		\$ 472,000

(a) See Table III-C for details.

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E. Allocation of Actual Costs of Neighborhood Improvement Area #1 Projects

The Neighborhood Improvement Area #1 Projects include the Neighborhood Improvement Area #1 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #1, plus an allocable share of the Major Improvements as described in **Section IV.C** above. The Actual Costs of the Neighborhood Improvement Area #1 Projects are, therefore, allocated entirely to Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-E**. The costs detailed in **Table IV-E** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-E					
Cost Allocation of Neighborhood Improvement Area #1 Projects					
Authorized Improvement	Total Cost (a)	NIA #1 Major Improvements		NIA #1 Onsite Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Road Improvements	\$ 2,241,000	9%	\$ 210,000	91%	\$ 2,031,000
Storm Drainage	200,000	100%	200,000	0%	-
Wastewater	546,000	6%	35,000	94%	511,000
Water	568,000	8%	47,000	92%	521,000
Open Space/Trail System	150,000	12%	18,000	88%	132,000
Subtotal	\$ 3,705,000		\$ 510,000		\$ 3,195,000
Soft Costs	\$ 840,000	12%	\$ 102,000	88%	\$ 738,000
Total Authorized Improvements	\$ 4,545,000		\$ 612,000		\$ 3,933,000

(a) See Table III-D for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

Commented [A16]: Update?

F. Allocation of Actual Costs of Neighborhood Improvement Area #2 Projects Improvements

The ~~Neighborhood Improvement Area #2 Project~~ Neighborhood Improvement Area #2 Improvements shown below include the ~~Neighborhood Improvement Area #2 Improvements which~~ will provide a special benefit only to the Property, other than the

Non-Benefited Property, in Neighborhood Improvement Area #2A and Table IV-F will be updated in the future with the Actual Costs of the Neighborhood Improvement Area #2 Improvements that provide a special benefit to the Property within Neighborhood Improvement Area #2B. The Actual Costs of the Neighborhood Improvement Area #2 Project Neighborhood Improvement Area #2 Improvements below are, therefore, allocated entirely to Neighborhood Improvement Area #2A Assessed Property, as shown in Table IV-F. The costs detailed in Table IV-F are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-F Cost Allocation of Neighborhood Improvement Area #2 Projects			
Authorized Improvement	Total Cost (a)	NIA #2 Onsite Improvements	
		% Allocation	Share of Costs
Road Improvements	\$ 3,541,302	100%	\$ 3,541,302
Storm Drainage	\$ 816,439	100%	\$ 816,439
Wastewater	\$ 495,362	100%	\$ 495,362
Water	627,281	100%	\$ 627,281
Subtotal	\$ 5,480,384		\$ 5,480,384
Soft Costs	\$ 1,433,992	100%	\$ 1,433,992
Total Authorized Improvements	\$ 6,914,376		\$ 6,914,376

(a) See Table III-E for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

Commented [A17]: Please change title to "Cost Allocation of Neighborhood Improvement Area Improvements to Neighborhood Improvement Area Assessed Property". I don't understand the second sentence of the footnote --- is it a carry over from NIA #1 project allocations?

G. Allocation of Actual Costs of Future Improvement Area Improvements

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside such Future Neighborhood Improvement Areas (e.g. Table IV-G will be created and amended to show the allocation of Actual Costs for Future Neighborhood Improvement Area Improvements.)

H. Special Assessment Methodology

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

- *Assessment Methodology for Major Improvement Area*

For purpose of this SAP, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Special Assessment across all Parcels and Lots within the Major Improvement Area based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. **Table IV-G.1** summarizes the updated allocation of the Special Assessments relating to the Major Improvement Area Bonds for the Assessed Property.

Based on the costs provided by the Owner for the Public Improvements, the City Council has determined that the benefit to the Assessed Property from the Public Improvements is at least equal to the Special Assessments levied on the Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in the Major Improvement Area is shown on the Assessment Roll, attached as **Appendix A**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. **Table IV-G.1** summarizes the updated allocation of the Special Assessment relating to the Major Improvement Area Bonds for the Major Improvement Area Assessed Property. This SAP will be modified by the City Council as appropriate based on the actual Lot count and other applicable inputs as each Future Improvement Area is developed.

**Table IV-G.1
Major Improvement Area
Updated Special Assessment Allocation**

	Lot Size	Units/SF	Estimated Build Out Value	Total Special Assessment	Annual Installment (1 st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (per \$100/AV)
Phase 2	50'	102	\$ 37,331,694	\$ 663,967	\$ 62,302	\$ 6,509	\$ 611	\$ 0.17
	60'	90	\$ 37,621,530	\$ 669,122	\$ 62,785	\$ 7,435	\$ 698	\$ 0.17
	70'	15	\$ 7,292,670	\$ 129,705	\$ 12,170	\$ 8,647	\$ 811	\$ 0.17
	HOA			\$ 14,776	\$ 1,386			
	Subtotal	207	\$ 82,245,894	\$ 1,477,568	\$ 138,644			
Phase 3	50'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	60'	154	\$ 69,115,816	\$ 1,229,266	\$ 115,345	\$ 7,982	\$ 749	\$ 0.17
	70'	99	\$ 51,792,642	\$ 921,163	\$ 86,435	\$ 9,305	\$ 873	\$ 0.17
	HOA			\$ 21,722	\$ 2,038			
	Subtotal	253	\$ 120,908,458	\$ 2,172,151	\$ 203,818			
Phase 4	50'	145	\$ 56,452,560	\$ 1,004,043	\$ 94,212	\$ 6,924	\$ 650	\$ 0.17
	60'	80	\$ 37,362,000	\$ 664,506	\$ 62,352	\$ 8,306	\$ 779	\$ 0.17
	70'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	HOA			\$ 16,854	\$ 1,581			
	Subtotal	225	\$ 93,814,560	\$ 1,685,402	\$ 158,145			
Phase 5	50'	112	\$ 45,109,792	\$ 802,305	\$ 75,282	\$ 7,163	\$ 672	\$ 0.17
	60'	88	\$ 42,484,992	\$ 755,621	\$ 70,902	\$ 8,587	\$ 806	\$ 0.17
	70'	41	\$ 23,105,550	\$ 410,946	\$ 38,560	\$ 10,023	\$ 940	\$ 0.17
	TH	135	\$ 33,750,000	\$ 600,264	\$ 56,324	\$ 4,446	\$ 417	\$ 0.17
	Area F	53,143	\$ 6,111,468	\$ 108,696	\$ 10,199	\$ 2.05	\$ 0.19	\$ 0.17
	HOA			\$ 27,049	\$ 2,538			
	Subtotal	53,519	\$ 150,561,802	\$ 2,704,881	\$ 253,806			
Total		1,061	\$ 447,530,714	\$ 8,040,003	\$ 754,413			

Note: Estimates were based on information available as of the date the original SAP was adopted by the City Council. Updated Phase 2 Lot counts and estimated buildout values provided by the Developer. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above estimate assumes an average 7.50% interest rate and a 30 year term for the PID Bonds and an annual administrative expense of \$35,000 increasing at 2.0% per year.

- Assessment Methodology for City Contributed Major Improvements

For purpose of this SAP, the City Council has determined that the Actual Costs of the City Contributed Major Improvements to be financed with the Annual Installment Allocable to the City Contributed Major Improvements shall be allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Special Assessment across all Parcels and Lots within the Major Improvement Area and Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Lot to the total build out value for all Parcels. The Annual Installment Allocable to the City Contributed Major Improvements is part of the Annual Installment of the Special Assessment levied against the Assessed Property. In no event will the Annual Installment Allocable to the City Contributed Major Improvements exceed 8.25% of the debt service on the City Certificates of Obligation financing the City Contributed Major Improvements.

Based on the costs for the City Contributed Major Improvements, the City Council has determined that the benefit to the Assessed Property from the City Contributed Major

Commented [A18]: The 207 lots is only for 2A 144 lots for 2B, correct?

Improvements is at least equal to the Special Assessments related to City Contributed Major Improvements levied on the Assessed Property.

As provided in the Development Agreement, the City will finance the Actual Costs, as estimated in **Table III-C**, of the City Contributed Major Improvements from a portion of the proceeds from the issuance and sale of its "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015" and any other certificates of obligation issued from time to time by the City to the extent a portion of the proceeds of such certificates of obligation are dedicated to fund a portion of the costs of the City Contributed Major Improvements (collectively, the "**City Certificates of Obligation**"). The City will be reimbursed for such Actual Costs of the City Contributed Major Improvements from the collection of the Annual Installments Allocable to the City Contributed Major Improvements. In accordance with the Development Agreement, the Annual Installment Allocable to the City Contributed Major Improvements will be offset each year by the City Contributed Major Improvement Credit Amount. The offset credit provided by the City Contributed Major Improvement Credit Amount will be calculated as described below in **Section VI.C**.

Commented [A19]: Update to include all CO is associated with the CCIMIs?

The Special Assessments and Annual Installments, including the Annual Installment Allocable to the City Contributed Major Improvements, for each Parcel or Lot is shown on the Assessment Roll, attached as **Appendix C**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act.

- *Assessment Methodology for Neighborhood Improvement Area #1*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #1 Projects to be financed with the Neighborhood Improvement Area #1 Bonds shall be allocated to the Neighborhood Improvement Area #1 Assessed Property by spreading the entire Special Assessment across all Lots within the Neighborhood Improvement Area #1 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #1. **Table IV-G.2** summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #1 Assessed Property.

Based on the costs provided by the Owner for the Neighborhood Area #1 Projects, the City Council has determined that the benefit to the Neighborhood Area #1 Assessed Property from the Neighborhood Area Public Projects is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #1 are shown on the Assessment Roll, attached as **Appendix B**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. **Table IV-G.2** summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #1 Bonds for the Neighborhood Improvement Area #1 Assessed Property at the time the Assessment Ordinance relating to the Neighborhood Improvement Area #1 Bonds was adopted by

the City Council. This SAP will be modified by the City Council as appropriate based on the actual amount of Neighborhood Improvement Area #1 Bonds that are sold.

Table IV-G.2
Neighborhood Improvement Area #1
Special Assessment Allocation

	Lot Size	Units/SF	Estimated Build Out Value	Total Special Assessment	Annual	Special Assessment Per Unit/SF	Annual	Equivalent Tax Rate (per \$100/AV)
					Installment (1 st Full Year After Cap I)		Installment Per Unit/SF	
Phase 1	50'	97	\$ 32,884,552	\$ 1,610,390	\$ 136,860	\$ 16,602	\$ 1,411	0.42
	60'	111	\$ 45,080,097	\$ 2,207,618	\$ 187,616	\$ 19,888	\$ 1,690	0.42
	70'	85	\$ 40,268,580	\$ 1,971,993	\$ 167,591	\$ 23,200	\$ 1,972	0.42
	HOA			\$ 57,900	\$ 4,970			
	Total	293	\$ 118,233,229	\$ 5,847,900	\$ 497,037			

Note: Estimates based on information available as the date the original SAP was adopted by the City Council. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above amounts are calculated using an average 6.25% interest rate and a 30 year term for the PID Bonds and an annual administrative expense of \$35,000 increasing at 2.0% per year.

- *Assessment Methodology for Neighborhood Improvement Area #2*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #2 Projects to be financed with the Neighborhood Improvement Area #2 Bonds shall be allocated to the Neighborhood Improvement Area #2 Assessed Property by spreading the entire Special Assessment across all Lots within the Neighborhood Improvement Area #2 based on the ratio of the estimated build out value of each Lot to the total build out value for the Neighborhood Improvement Area #2. **Table IV-G.3** summarizes the allocation of the Special Assessments relating to PID Bonds for the Neighborhood Area #2 Assessed Property.

Based on the costs provided by the Owner for the Neighborhood Area #2 Projects, the City Council has determined that the benefit to the Neighborhood Area #2 Assessed Property from the Neighborhood Area Public Projects is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #2A are shown on the Assessment Roll, attached as **Appendix -D-**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. **Table IV-G.3** summarizes the initial allocation of the Special Assessment relating to the ~~Neighborhood Improvement Area #2 Bonds for the Neighborhood Improvement Area #2A Assessed Property at the time the Assessment Ordinance relating to the Neighborhood Improvement Area #2 Bonds approving this Service and Assessment Plan update~~ was adopted by the City Council. This SAP will be ~~modified-updated in the future~~ by the City Council as appropriate ~~to include Special Assessments levied against Neighborhood Improvement Area #2B Assessed Property and based on the actual amount of for the issuance of~~ Neighborhood Improvement Area #2 Bonds ~~that are sold~~.

Table IV-G.3 Neighborhood Improvement Area #2 Special Assessment Allocation (Neighborhood Improvement Area #2 Special Assessments only)								
	Lot Size	Units/SF	Estimated Build Out Value	Total Special Assessment	Annual			
					Installment (1 st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (per \$100/AV)
Phase 2	50'	102	\$ 37,331,694	\$ 1,089,709	\$ 103,309	\$ 10,683	\$ 1,013	\$ 0.28
	60'	90	\$ 37,621,530	\$ 1,098,169	\$ 104,111	\$ 12,202	\$ 1,157	\$ 0.28
	70'	15	\$ 7,292,670	\$ 212,872	\$ 20,181	\$ 14,191	\$ 1,345	\$ 0.28
	HOA	-	\$ -	\$ 24,250	\$ 2,299	\$ -	\$ -	\$ -
	Total	207	\$ 82,245,894	\$ 2,425,000	\$ 229,900			\$ 0.28

Note: Estimates based on updated information provided by the Developer as part of this update to the SAP. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above estimate assumes an average 6.25% interest rate and a 30 year term for the PID Bonds and an annual administrative expense of \$30,000 increasing at 2.0% per year.

Commented [A20]: Please update to clarify on

Neighborhood Improvement Area #2 Assessed Property is part of the Major Improvement Area Assessed Property. As shown in **Table IV-G.1**, the Special Assessments related to the Major Improvement Area Bonds have been allocated to **Phase Neighborhood Improvement Area #2**, representing Neighborhood Improvement Area #2 Assessed Property, and the remaining Future Improvement Areas. The Special Assessments related to the Neighborhood Improvement Area #2 **Improvements for the benefit of the Neighborhood Improvement Area #2A Assessed Property Bonds** are shown in **Table IV-G.3**. As a result, the combined Special Assessment on the Neighborhood Improvement Area #2 Assessed Property, representing the proportional share of the Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood Improvement Area #2 **Bonds-Improvements or the benefit of the Neighborhood Improvement Area #2A Assessed Property** is shown in **Table IV-G.4**.

Table IV-G.4 Neighborhood Improvement Area #2 Special Assessment Allocation (combined)									
Phase 2	Lot Size	Units/SF	Estimated	Total Special	Annual	Special	Annual	Equivalent	
			Build Out		Assessment				Installment (1 st
			Value		Full Year After	Per Unit/SF	Per Unit/SF	\$100/AV)	
					Cap I)				
	50'	102	\$ 37,331,694	\$ 1,753,675	\$ 165,610	\$ 17,193	\$ 1,624	\$ 0.44	
	60'	90	\$ 37,621,530	\$ 1,767,291	\$ 166,896	\$ 19,637	\$ 1,854	\$ 0.44	
	70'	15	\$ 7,292,670	\$ 342,577	\$ 32,352	\$ 22,838	\$ 2,157	\$ 0.44	
	HOA	-	\$ -	\$ 39,026	\$ 3,685	\$ -	\$ -	\$ -	
	Total	207	\$ 82,245,894	\$ 3,902,568	\$ 368,543			\$ 0.45	

Note: The combined amounts show the Phase 2 proportional share of the Special Assessment for Major Improvement Assessments shown in Table IV-G.1 and the Special Assessments for Neighborhood Improvement Area #2 shown in Table IV-G.3 above. Estimates based on updated information provided by the Developer as part of this update to the SAP.

Commented [A21]: Same comment as above.

- Assessment Methodology for Future Neighborhood Improvement Areas

When and if the Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Neighborhood Improvement Area Improvements on Assessed Property similarly benefited within that Future Neighborhood Improvement Area.

I. Special Assessment and Annual Installments

The Special Assessments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the City Contributed Major Improvements, and the Neighborhood Improvement Area #2 Bonds-Improvements will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the Neighborhood Improvement Area #2 Assessment Roll, as applicable. The Annual Installments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds-Improvements as well as the Annual Installments Allocable to the City Contributed Major Improvements will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the Neighborhood Improvement Area #2 Assessment Roll subject to revisions made during an Annual Service Plan Update.

J. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the City Contributed Major Improvement Assessment Roll, and the Neighborhood Improvement Area #2 Assessment Roll shown on Appendix A, Appendix B, Appendix C and Appendix D, respectively, which are subject to revision through Annual Service Plan Updates.

K. Excess Interest Rate

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on bonds issued by a PID by no more than one half of one percent (0.50%) per annum, (the "Excess Interest Rate"). Forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e. 0.20%) per annum will be dedicated to fund the Prepayment Reserve as described in **Section IV.L** below. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e. 0.30%) per annum is dedicated to the Delinquency Reserve as described in **Section IV.M** below.

L. Prepayment Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which related PID Bonds are actually redeemed (the "**Prepayment Reserve**"). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve is fully funded at 1.5% of the par amount of the PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indenture.

M. Delinquency Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. This additional reserve (the "**Delinquency Reserve**") shall be funded each year up to 4.0% of the par amount of the related PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% per annum higher than the actual interest rate paid on the related PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the related PID Bonds, the City can allocate the Delinquency Reserve component of the Excess Interest Rate collected during that year to redeem PID Bonds as set forth in the Indenture.

Section V

SERVICE PLAN

The PID Act requires the Service Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five year period. ~~It is anticipated that it will take approximately 36 months for the~~ The Major Improvement Area Projects ~~and the Neighborhood Improvement Area #1 Projects to be have been~~ constructed ~~and accepted by the City~~. It is anticipated that it will take approximately **18 months** for the Neighborhood Improvement Area #2 Projects to be constructed.

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The Actual Costs for the Major Improvement Area Projects plus costs related to the issuance of the Major Improvement Area Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$8,040,000 as shown in **Table V-A**. The Actual Costs for the Neighborhood Improvement Area #1 Projects plus costs related to the issuance of the Neighborhood Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$5,790,000 as shown in **Table V-B.1**. The Actual Costs for the City Contributed Major Improvements plus costs related to the financing of the City Contributed Major Improvements is \$2,120,000 as shown in **Table V-C**. The Actual Costs for the ~~Neighborhood Improvement Area #2 Project~~ **Neighborhood Improvement Area #2 Improvements** ~~that will benefit Neighborhood Improvement Area # 2A Assessed Property plus costs related to financing such improvements~~ ~~the issuance of the Neighborhood Improvement Area #2 Bonds~~, and payment of expenses incurred in the ~~establishment,~~ administration and operation of the PID is \$7,662,564 as shown in **Table V-B.2**. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the estimated costs of the Public Improvements, and updating Assessment Roll shown on **Appendix A, Appendix B, Appendix C** and **Appendix D**. Any update to this SAP is herein referred as an "Annual Service Plan Update."

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Table V-A summarizes the sources and uses of funds required to construct the Major Improvement Area Projects, establish the PID, and issue the Major Improvement Area Bonds. ~~The~~ sources and uses of funds shown in **Table V-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-B.1 summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #1 Projects, establish the PID, and issue the Neighborhood Improvement Area #1 Bonds. ~~The~~ sources and uses of funds shown in **Table V-B.1** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

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Table V-B.2 summarizes the sources and uses of funds required to construct the ~~Neighborhood Improvement Area #2 Project~~ **Neighborhood Improvement Area #2**

Improvements that will benefit the Neighborhood Improvement Area #2A Assessed Property, establish pay a portion of the costs related to the administration and operation of the PID; and issue the Neighborhood Improvement Area #2 Bonds to finance such improvements. The sources and uses of funds shown in **Table V-B.2D** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs to add the costs of Neighborhood Improvement Area #2 Improvements that will benefit the Neighborhood Improvement Area #2B Assessed Property, and if and when Neighborhood Improvement Area #2 additional PID Bond are issued issues, if any.

Table V-C summarizes the sources and uses of funds required to construct the City Contributed Major Improvements allocable to the PID. The sources and uses of funds shown in **Table V-C** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs.

Table V-A Major Improvement Area Bonds Sources and Uses of Funds		Table V-B Neighborhood Improvement Area #1 Bonds Sources and Uses of Funds	
Sources of Funds		Sources of Funds	
Gross Bond Amount	\$ 8,040,000	Gross Bond Amount	\$ 5,790,000
Owner Contribution (a)	-	Owner Contribution (a)	-
	\$ 8,040,000		\$ 5,790,000
Uses of Funds		Uses of Funds	
Project Fund Deposits:		Project Fund Deposits:	
Authorized Improvements (b)	\$ 5,715,000	Authorized Improvements (b)	\$ 4,545,000
Developer's Counsel/SAP/Appraisal	98,829	Developer's Counsel/SAP/Appraisal	71,171
	\$ 5,813,829		\$ 4,616,171
Other Fund Deposits:		Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 653,930	Debt Service Reserve Fund (c)	\$ 412,100
Capitalized Interest (d)	1,020,075	Capitalized Interest (d)	357,247
Additional Proceeds	2,448	Additional Proceeds	-
	\$ 1,676,453		\$ 769,347
Cost of Issuance:	\$ 336,598	Cost of Issuance:	\$ 251,002
Underwriter's Discount/Underwriter' Counsel (e):	\$ 213,121	Underwriter's Discount/Underwriter' Counsel (e):	\$ 153,479
	\$ 8,040,000		\$ 5,790,000
(a) Owners will fund all costs not covered by the PID Bonds. (b) See Table III-B and Table IV-C for details. (c) The PID Bonds will include a debt service reserve fund equal to the average annual debt service. (d) The PID Bonds will include 18 months of capitalized interest. (e) The PID Bonds will have a 2.58% Underwriter's Discount and Underwriter's Counsel Fee.		(a) Owners will fund all costs not covered by the PID Bonds. (b) See Table III-D and Table IV-E for details. (c) The PID Bonds will include a debt service reserve fund equal to the average annual debt service. (d) The PID Bonds will include 18 months of capitalized interest. (e) The PID Bonds will have a 2.58% Underwriter's Discount and Underwriter's Counsel Fee.	

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Table V-B.1 to match text

Table V-B.2
Neighborhood Improvement Area #2 Bonds
Estimated Sources and Uses of Funds

Sources of Funds	
Gross Bond Amount	\$ 2,425,000
Owner Contribution (a)	5,237,564
	<u>\$ 7,662,564</u>
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (b)	\$ 6,914,376
Developer's Counsel/SAP/Appraisal	-
	<u>\$ 6,914,376</u>
Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 202,563
Capitalized Interest (d)	303,125
Additional Proceeds	-
	<u>\$ 505,688</u>
Cost of Issuance:	<u>\$ 169,750</u>
Underwriter's Discount/Underwriter's Counsel (e):	<u>\$ 72,750</u>
	<u>\$ 7,662,564</u>

(a) Owners will fund all costs not covered by the PID Bonds.

(b) See Table III-E for details.

(c) The PID Bonds will include a debt service reserve fund equal to the average annual debt service.

(d) The PID Bonds will include 24 months of capitalized interest.

(e) The PID Bonds will have a __% Underwriter's Discount and Underwriter's Counsel Fee.

Table V-C
City Contributed Major Improvements
Sources and Uses of Funds

Sources of Funds	
Gross Share of City Certificates of Obligation	\$ 2,120,000
Uses of Funds	
Authorized Improvements (a)	\$ 2,010,000
Financing Costs:	\$ 110,000
	<u>\$ 2,120,000</u>

(a) See Table III-C and IV-D for details.

Commented [A25]: Please change the heading to "Neighborhood Improvement Area #2 Improvements" and "Neighborhood Improvement Area #2A Assessed Property Estimated Sources and Uses of Funds"

Please change "Gross Bond Amount" to "Gross Projected Assessment Revenue"

Please collapse "Other Fund Deposits", Costs of Issuance, and UW costs to a single line titled to "Financing Costs".

Please change footnote (a) to remove reference to "Financing Costs" and remove footnotes (c) through (e).

Commented [A26]: Does this need to be updated to reflect new costs?

The projected Annual Installments for the first five years after the approval of ~~the~~ this SAP update for the Major Improvement Area Bonds are presented in **Table V-D**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-D Major Improvement Area Bonds Projected Annual Installments									
Period Ending Sept. 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual PID Installments
2016	\$ -	\$ 417,075	\$ 30,000	\$ -	\$ -	\$ 27,805	\$ -	\$ (417,075)	\$ 57,805
2017	\$ -	\$ 603,000	\$ 30,600	\$ -	\$ -	\$ 40,200	\$ -	\$ (603,000)	\$ 70,800
2018	\$ 80,000	\$ 603,000	\$ 31,212	\$ 16,080	\$ 24,120	\$ -	\$ -	\$ -	\$ 754,412
2019	\$ 85,000	\$ 597,000	\$ 31,836	\$ 15,920	\$ 23,880	\$ -	\$ -	\$ -	\$ 753,636
2020	\$ 95,000	\$ 590,625	\$ 32,473	\$ 15,750	\$ 23,625	\$ -	\$ -	\$ -	\$ 757,473
2021	\$ 100,000	\$ 583,500	\$ 33,122	\$ 15,560	\$ 23,340	\$ -	\$ -	\$ -	\$ 755,522
Total	\$ 360,000	\$ 3,394,200	\$ 189,244	\$ 63,310	\$ 94,965	\$ 68,005	\$ -	\$ (1,020,075)	\$ 3,149,649

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on an average 7.5% interest rate and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2.0% per year.

Commented [A27]: Update to show 5 years from

The projected Annual Installments for the first five years after the approval of this SAP update for the Neighborhood Improvement Area #1 Bonds are presented in **Table V-E**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-E Neighborhood Improvement Area #1 Bonds Projected Annual Installments									
Period Ending Sept. 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual PID Installments
2016	\$ -	\$ 250,297	\$ 30,000	\$ -	\$ -	\$ 20,024	\$ -	\$ (250,297)	\$ 50,024
2017	\$ -	\$ 361,875	\$ 30,600	\$ -	\$ -	\$ 28,950	\$ -	\$ (106,951)	\$ 314,474
2018	\$ 75,000	\$ 361,875	\$ 31,212	\$ 11,580	\$ 17,370	\$ -	\$ -	\$ -	\$ 497,037
2019	\$ 80,000	\$ 357,188	\$ 31,836	\$ 11,430	\$ 17,145	\$ -	\$ -	\$ -	\$ 497,599
2020	\$ 85,000	\$ 352,188	\$ 32,473	\$ 11,270	\$ 16,905	\$ -	\$ -	\$ -	\$ 497,835
2021	\$ 90,000	\$ 346,875	\$ 33,122	\$ 11,100	\$ 16,650	\$ -	\$ -	\$ -	\$ 497,747
Total	\$ 330,000	\$ 2,030,297	\$ 189,244	\$ 45,380	\$ 68,070	\$ 48,974	\$ -	\$ (357,247)	\$ 2,354,717

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on an average 6.25% interest rate and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2.0% per year.

Commented [A28]: Same comment as above

The projected Annual Installment Allocable to the City Contributed Major Improvements for the first five years after the approval of this SAP [update](#) for the City Contributed Major Improvements is presented in **Table V-F**.

Table V-F City Contributed Major Improvements Projected Annual Installments				
Period Ending Sept. 30	Principal Payments	Interest Expense	Annual PID Installments	
2016	\$ -	\$ 102,552	\$	102,552
2017	\$ 80,000	\$ 90,483	\$	170,483
2018	\$ 85,000	\$ 88,520	\$	173,520
2019	\$ 85,000	\$ 86,189	\$	171,189
2020	\$ 90,000	\$ 83,617	\$	173,617
2021	\$ 100,000	\$ 80,603	\$	180,603
Total	\$ 440,000	\$ 531,963	\$	971,963

Note: The projected annual installments are based on debt service estimates with an average 4.11% interest rate and a 20-year term for the initial series of Certificates of Obligation. The projected annual installments will be reduced by the City Contributed Major Improvement Credit as described in Section VI.C.

Commented [A29]: Update

The projected Annual Installments for the first five years after the approval of this [updated](#) SAP [update](#) for the Neighborhood Improvement Area #2 [Improvements that benefit Neighborhood Improvement Area #2A Assessed Property Bonds](#) are presented in **Table V-G**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-G Neighborhood Improvement Area #2 Projected Annual Installments									
Period Ending Sept. 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Transfer	Debt Service Reserve Fund	Capitalized Interest	Annual PID Installments
2018	\$ -	\$ 151,563	\$ 30,000	\$ 4,850	\$ 7,275	\$ -	\$ -	\$ (151,563)	\$ 42,125
2019	\$ -	\$ 151,563	\$ 30,600	\$ 4,850	\$ 7,275	\$ -	\$ -	\$ (151,563)	\$ 42,725
2020	\$ 35,000	\$ 151,563	\$ 31,212	\$ 4,850	\$ 7,275	\$ -	\$ -	\$ -	\$ 229,900
2021	\$ 35,000	\$ 149,375	\$ 31,836	\$ 4,780	\$ 7,170	\$ -	\$ -	\$ -	\$ 228,161
2022	\$ 40,000	\$ 147,188	\$ 32,473	\$ 4,710	\$ 7,065	\$ -	\$ -	\$ -	\$ 231,435
2023	\$ 40,000	\$ 144,688	\$ 33,122	\$ 4,630	\$ 6,945	\$ -	\$ -	\$ -	\$ 229,385
Total	\$ 150,000	\$ 895,938	\$ 189,244	\$ 28,670	\$ 43,005	\$ -	\$ -	\$ (303,125)	\$ 1,003,731

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on an average 6.25% interest rate and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2.0% per year.

Section VI

TERMS OF THE SPECIAL ASSESSMENTS

A. Amount of Special Assessments and Annual Installments for Parcels Located Within the Major Improvement Area

The Special Assessments and Annual Installments for the Major Improvement Area Assessed Property are shown on the Major Improvement Area Assessment Roll in **Appendix A**. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay (i) the principal and interest on the Major Improvement Area Bonds, (ii) the Major Improvement Area's portion of the Annual Installment Allocable to the City Contributed Major Improvements after application of the City Contributed Major Improvement Credit Amount, (iii) to fund the Prepayment Reserve for the Major Improvement Area Bonds, (iv) to fund the Delinquency Reserve for the Major Improvement Area Bonds, and (v) to cover the Administrative Expenses of the Major Improvement Area.

B. Amount of Special Assessments and Annual Installments for Parcels Located Within Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2

The Special Assessments and Annual Installments for each Lot of Neighborhood Improvement Area #1 Assessed Property and Neighborhood Improvement Area #2 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in **Appendix B**, and The Special Assessments and Annual Installments for each Parcel of Neighborhood Improvement Area #2A Assessed Property are shown on the Neighborhood Improvement Area #2 Assessment Roll in **Appendix D**, respectively. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments for each Improvement Area shall be collected in an amount sufficient to pay (i) the principal and interest on the respective PID Bonds secured by such Special Assessments, as applicable and, (ii) the costs of the Public Improvements under the terms of the Development Agreement not being financed by PID Bonds, as applicable (iii) the portion of the Annual Installment Allocable to the City Contributed Major Improvements after application of the City Contributed Major Improvement Credit Amount, as applicable, (iv#) to fund the Prepayment Reserve for the respective PID Bonds, as applicable (iv) to fund the Delinquency Reserve for the respective PID Bonds, as applicable, and (vi) to cover a proportional share of the Administrative Expenses for the PID allocable to of each the Assessed Property within each Neighborhood Improvement Area.

C. Amount of Assessments and Annual Installments Reduced by City Contributed Major Improvement Credit Amount

The Special Assessments and Annual Installments for the Assessed Property related to the

City Contributed Major Improvements are shown on the City Contributed Major Improvement Assessment Roll in Appendix D. The Annual Installments for each Parcel shall be calculated by taking into consideration any credit to the Annual Installment Allocable to the City Contributed Major Improvements owed to a Parcel for a particular year representing the annual City Contributed Major Improvement Credit Amount applied first on a Parcel-by-Parcel basis then for multiple parcels owned by a single developer or ownership group as further described below. In no event shall the Annual Installment Allocable to City Contributed Major Improvements exceed eight percent of the debt service on the City Certificates of Obligation funding such improvements.

In a given year, the City Contributed Major Improvement Credit Amount prevents the Owner of Assessed Property from paying both ad valorem taxes on the Assessed Property, which supports the payment of debt service on the City Certificates of Obligation including the portion used to initially finance the City Contributed Major Improvements, and an Annual Installment Allocable to the City Contributed Major Improvements for the Actual Costs of the City Contributed Major Improvements. The City Council has determined that financing the City Contributed Major Improvements with the City Certificates of Obligation, rather than solely through PID Bonds, will provide an overall cost-savings for the City Contributed Major Improvements.

The annual City Contributed Major Improvement Credit Amount shall be calculated as follows:

- 1) If the aggregate annual City Contributed Major Improvement Credit Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is equal to or greater than the Annual Installment Allocable to the City Contributed Major Improvements, the net Annual Installment Allocable to the City Contributed Major Improvements amount to be included as part of the total Annual Installments for the year shall be reduced to zero and no Annual Installment Allocable to the City Contributed Major Improvements shall be included as part of the Annual Installments to be collected from each Parcel.
- 2) If the aggregate annual City Contributed Major Improvement Credit Amount available to offset the Annual Installment Allocable to the City Contributed Major Improvements is less than the Annual Installment Allocable to the City Contributed Major Improvements, the annual City Contributed Major Improvement Credit Amount to be applied as a credit to each Parcel will be calculated based on the amount of City ad valorem taxes generated by each Parcel. The net Annual Installment Allocable to the City Contributed Major Improvements amount to be included as part of the total Annual Installments for the year shall be allocated to each Parcel based on the actual amount of City ad-valorem taxes generated by each Parcel. Such offset credit will first be applied on a Parcel-by-Parcel basis then excess collections will be pooled and applied on a pro-rata basis to each Annual Installment Allocable to the City Contributed Major Improvements that has not been reduced to zero

from the Parcel-by-Parcel offset or credit. The pooled City Contributed Major Improvement Credit Amount will be allocated on a pro-rata basis amongst multiple parcels owned by a single developer or ownership group of property within the PID with any one owner's share of the pooled amount calculated as a fraction the numerator of which is that owner's Annual Installment Allocable to the City Contributed Major Improvements and the denominator of which is the aggregate amount of all Annual Installments Allocable to the City Contributed Major Improvements not reduced to zero by the Parcel-by-Parcel credit.

- 3) If in a consecutive two-year period the ad valorem taxes collected on all Parcels within the PID in each year of such consecutive two-year period equals or exceeds one hundred fifty percent (150%) of the Annual Installment Allocable to the City Contributed Major Improvements based on a confirming audit, then the Annual Installment Allocable to the City Contributed Major Improvements will be permanently reduced to zero.

D. Amount of Special Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas

When and if Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Special Assessment and Annual Installments associated with the costs of Future Neighborhood Improvement Area Improvements for each Parcel or Lot located within a Future Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by the Assessed Property.

E. Reallocation of Assessments for Parcels Located Within the Major Improvement Area ~~and~~ Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2

- *Upon Division Prior to Recording of Subdivision Plat*

The Special Assessments for each initial Parcel are based on the estimated build out value for the number and type of expected Lots within that Parcel shown on the parcel map attached hereto as **Appendix E** ("the Parcel Map"). The number of each type of Lot contained in each Parcel was counted and the amount of Special Assessments shown on **Table IV-G.1** and **Table IV-G.2** for each Lot type was added up to calculate the amount of the Special Assessment for each Parcel. For example, as shown for Phase 2 on **Table IV-G.1**, it includes 68 50' Lots, 115 60' Lots and 44 70' Lots, as well as the Owner's Association Special Assessment Allocation. Accordingly, the Special Assessment for the phase 2 Parcel is \$1,673,573, (\$423,609 + \$851,918 + \$381,311 + \$16,736). As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Special Assessment that it was assigned pursuant to **Table IV-G.1** and **Table IV-G.2**.

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new

Commented [A30]: See comment by Table IV- confirm Appendix E is the most up to date parce

allocation increase the total Special Assessment for each Lot as identified in **Table IV-G.1, Table IV-G.2** and **Table IV-G.4**.

- *Upon Subdivision by a Recorded Subdivision Plat*

Once a Lot has a Special Assessment applied to it, as shown in **Table IV-G.1, Table IV-G.2** and **Table IV-G.4**, and then proceeds to be subdivided again, in no event will the new subdivision cause the sum of the Special Assessments for the subdivided Lots to be greater than the Special Assessment for the Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Special Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-G.1, Table IV-G.2** and **Table IV-G.4**.

- *Upon Consolidation*

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

- *Upon Change from a Commercial Parcel to a Residential Parcel*

Should an owner of an Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the Special Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Special Assessment that a Lot within its similar Lot type is assessed.

F. Reallocation of Assessments for Parcels Located Within Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Neighborhood Improvement Area.

G. Mandatory Prepayment of Assessments

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the Special Assessment, including the Annual Installment Allocable to the City Contributed Major Improvements, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

H. Reduction of Special Assessments

If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

Similarly, if the City does not undertake some of the Public Improvements to be funded with a series of PID Bonds resulting in excess PID Bond proceeds then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

I. Payment of Special Assessments

- *Payment in Full*
 - The Special Assessment, including the Annual Installment Allocable to the City Contributed Major Improvements, for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.

- If an Annual Installment, including the Annual Installment Allocable to the City Contributed Major Improvements, has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
- Upon payment in full of a Special Assessment, including the Annual Installment Allocable to the City Contributed Major Improvements, and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Special Assessment and Annual Installments, including the Annual Installment Allocable to the City Contributed Major Improvement, thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."
- At the option of a Parcel or Lot owner, the Special Assessment, which includes the Annual Installment Allocable to the City Contributed Major Improvements, on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such amount for a Parcel or Lot, the Special Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.
- *Payment of Annual Installments*
 - If a Special Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments, which include Annual Installments Allocable to the City Contributed Major Improvements, each year in the amounts shown in the applicable Assessment Roll and which includes interest on the outstanding Special Assessment and Administrative Expenses.
 - The Annual Installments, including Annual Installments Allocable to the City Contributed Major Improvements, as listed on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, and the City Contributed Major Improvement Assessment Roll, have been calculated assuming a weighted average interest rate on the Major Improvement Area Bonds of 7.5%, a weighted average interest rate on the Neighborhood Improvement Area #1 Bonds of 6.25%, an estimated weighted average interest rate on the Neighborhood Improvement Area #2 Bonds of 6.25%, and assumed interest rates on the City Certificates of Obligation. The Annual Installments may not exceed the amounts shown on the Major

Commented [A31]: Shouldn't this reflect the actual interest rate of the MIA Bonds?

Commented [A32]: We are not issuing Phase #1 at this time so please update language.

Commented [A33]: Shouldn't this be based on the interest rates of the COs? If another series will be issued, then our preference is that the table reflect the actual interest rates and then use an assumed for only the portion to be issued.

Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, and the City Contributed Major Improvement Assessment Roll, except pursuant to any amendment or update to this SAP.

- The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds or City Certificates of Obligation and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shall be further reduced by application of any applicable City Contributed Major Improvement Credit Amount.
- The City reserves and shall have the right and option to refund PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Special Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute "PID Bonds" for purposes of this SAP.

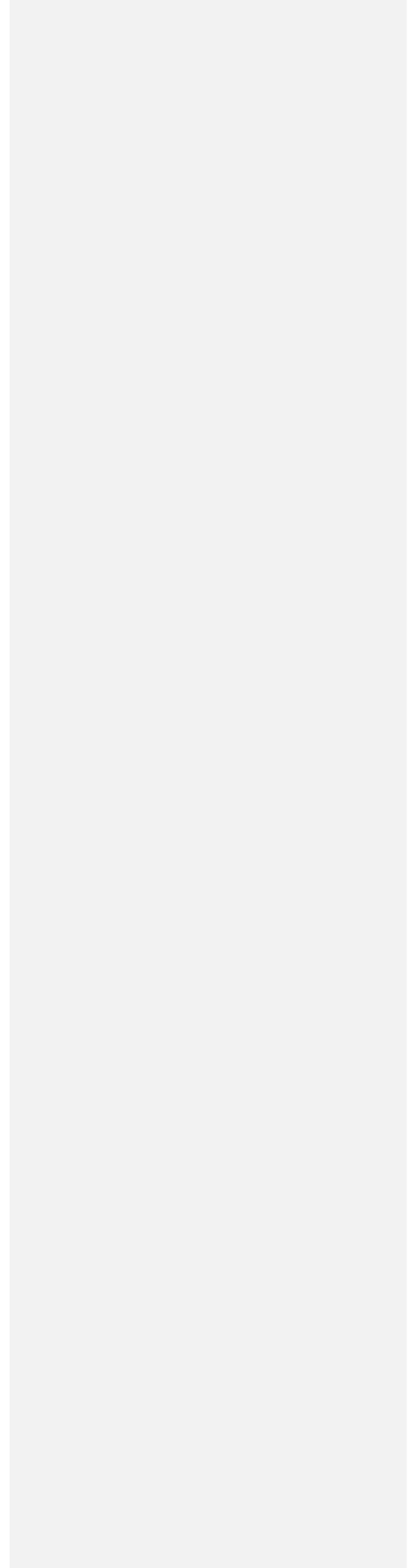
J. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments before Administrative Expenses for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Special Assessment against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

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Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds will be due when billed, and will be delinquent if not paid prior to February 1, 2017. Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #2 Bonds-Improvements that benefit the Neighborhood Improvement Area #2A Assessed Property will be due when billed, and will be delinquent if not paid prior to the first February 1 following the earlier of (i) the recording of a subdivision plat in the official public records of the County for the Neighborhood Improvement Area #2A Assessed Property, or (ii) as set forth in an Indenture relating to Neighborhood Improvement Area #2 Bonds, 2019.

K. Surplus Funds Remaining in the Major Improvement Area Bond Account

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.H of this SAPthe Indenture related to the Major Improvement Area Bonds.

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L. Surplus Funds Remaining in the Neighborhood Improvement Area # 1 Bond Account~~Neighborhood Improvement Area # 2 Bond Account~~

If proceeds from the Neighborhood Improvement Area # 1 Bonds ~~or the Neighborhood Improvement Area # 2 Bonds~~ still remain after all of the ~~respective~~ Neighborhood Improvement Area ~~#1~~ Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.H of this SAPthe Indenture related to the Neighborhood Improvement Area #1 Bonds.

Section VII

THE ASSESSMENT ROLL

A. Major Improvement Area Assessment Roll

The City Council has evaluated each Parcel in the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owners Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Major Improvement Area Assessed Property ~~was~~^{is} assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. **Table VII-A** summarizes the \$8,040,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvements Area Projects, a portion of the costs of the PID formation and administration, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is \$8,040,000, which is less than the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Special Assessment to be applied to all the Major Improvement Area Assessed Property is \$8,040,000 plus annual Administrative Expenses. The Special Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in **Section IV-H**. The Major Improvement Area Assessment Roll is attached hereto as **Appendix A**.

Table VII-A Major Improvement Area Bonds Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>Major Improvement Area Projects</i>	
Total Authorized Improvements	\$ 5,715,000
<i>PID Formation/Bond Cost of Issuance</i>	
Developer's Counsel/SAP/Appraisal	\$ 98,829
Reserve Fund	653,930
Capitalized Interest	1,020,075
Additional Proceeds	2,448
Underwriter's Discount/Financial Advisor Fee	213,121
Cost of Issuance	336,598
PID Formation/Bond Cost of Issuance	\$ 2,325,000
Total Special Benefit	\$ 8,040,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 8,040,000
Projected Special Assessment	8,040,000
Excess Benefit	\$ -
(a) See Table III-B for details.	

B. Neighborhood Improvement Area #1 Assessment Roll

The City Council has evaluated each Parcel in Neighborhood Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #1 Assessed Property ~~will be~~^{was} assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #1 Projects. **Table VII-B** summarizes the \$5,790,000 in special benefit received by the Neighborhood Improvement Area #1 Property from the Neighborhood Improvement Area #1 Projects, a portion of the costs of the PID formation and administration, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is \$5,790,000, which is less than the benefit received by the Neighborhood Improvement Area #1 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is \$5,790,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in **Section IV-H**. The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as **Appendix**

B.

Table VII-B Neighborhood Improvement Area #1 Bonds Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>Neighborhood Improvement Area #1 Projects</i>	
Total Authorized Improvements	\$ 4,545,000
<i>PID Formation/Bond Cost of Issuance</i>	
Developer's Counsel/SAP/Appraisal	\$ 71,171
Reserve Fund	412,100
Capitalized Interest	357,247
Additional Proceeds	-
Underwriter's Discount/Financial Advisor Fee	153,479
Cost of Issuance	251,002
PID Formation/Bond Cost of Issuance	\$ 1,245,000
Total Special Benefit	\$ 5,790,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 5,790,000
Projected Special Assessment	5,790,000
Excess Benefit	\$ -
(a) See Table III-D for details.	

C. **Neighborhood Improvement Area #2 Assessment Roll**

The City Council has evaluated each Parcel in Neighborhood Improvement Area #2A (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #2A Projects [that benefit the Neighborhood Improvement Area #2A Assessed Property](#). **Table VII-B.2** summarizes the \$7,662,564 in special benefit received by the Neighborhood Improvement Area #2A Assessed Property from the [Neighborhood Improvement Area #2 Project](#) [Neighborhood Improvement Area #2 Improvements](#), [a portion of](#) the costs of the PID ~~formation~~ [administration](#), and [costs related to financing](#) the Neighborhood Improvement Area #2 ~~Improvements~~ [Bond issuance costs](#). The ~~par~~ amount of the Neighborhood Improvement Area #2 [Improvements to be financed by Special Assessments levied against the Neighborhood Improvement Area #2A Assessed Property Bonds](#) is \$2,425,000, which is less than the benefit received by the Neighborhood Improvement Area #2A Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #2 Assessed Property is \$7,662,564 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in **Section IV-G**. The Neighborhood Improvement Area #2 Assessment Roll is attached hereto as **Appendix D**

Table VII-B.2 Neighborhood Improvement Area #2 Bonds Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>Neighborhood Improvement Area #2 Projects</i>	
Total Authorized Improvements	\$ 6,914,376
<i>PID Formation/Bond Cost of Issuance</i>	
Developer's Counsel/SAP/Appraisal	\$ -
Reserve Fund	\$ 202,563
Capitalized Interest	\$ 303,125
Additional Proceeds	\$ -
Underwriter's Discount/Financial Advisor Fee	\$ 72,750
Cost of Issuance	\$ 169,750
PID Formation/Bond Cost of Issuance	\$ 748,188
Total Special Benefit	\$ 7,662,564
<i>Special Benefit</i>	
Total Special Benefit	\$ 7,662,564
Projected Special Assessment	\$ 2,425,000
Excess Benefit	\$ 5,237,564
(a) See Table III-D for details.	

Commented [A34]: Please modify table to eliminate bond references at this time (maybe similar to Table C?)

II-

D. City Contributed Major Improvement Assessment Roll

The City Council has evaluated each Parcel benefited by the City Contributed Major Improvements (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

Table VII-C summarizes the \$2,120,000 in special benefit received by the Major Improvement Area from the City Contributed Major Improvement funds, the costs of the formation, and the issuance costs. The City Contributed Major Improvement Area Assessment Roll is attached hereto as **Appendix C**.

Table VII-C City Contributed Major Improvement Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>City Contributed Improvements</i>	
Total Authorized Improvements	\$ 2,010,000
<i>PID Formation/Bond Cost of Issuance</i>	
Financing Costs	\$ 110,000
PID Formation/Bond Cost of Issuance	\$ 110,000
Total Special Benefit	\$ 2,120,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 2,120,000
Projected Special Assessment	2,120,000
Excess Benefit	\$ -
(a) See Table III-C for details.	

E. Future Neighborhood Improvement Area Assessment Roll

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Neighborhood Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

F. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this SAP and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); (iv) the credits or offsets of the Annual Installments Allocable to the City Contributed Major Improvements by the City Contributed Major Improvement Credit Amount applied as described in **Section VI.C**; (iv) a listing of the major property owners within the PID; and (v) payments of the Special Assessment, if any, as provided by **Section VI.I** of this SAP.

The Annual Service Plan Update shall reflect the actual interest on the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 [Bonds/Improvements](#), and the City Certificates of Obligation on which the Annual Installments shall be paid, any reduction in the Major Improvement Area Special Assessments, Neighborhood Improvement Area #1 Special Assessments or Neighborhood Improvement Area #2 Special Assessments, and any revisions in the Actual Costs to be funded by the Major Improvement Area Bonds, the Neighborhood Improvement

| Area #1 Bonds, the Neighborhood Improvement Area #2 [BondsImprovements](#), and the City Certificates of Obligation and Owner funds.

Section IX

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Owners in writing upon appointing a third party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Assessment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to City Council. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. Amendments

Amendments to the Service and Assessment Plan may be made as permitted or required by the PID Act and Texas law.

D. Administration and Interpretation of Provisions

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this SAP, or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this SAP or the application to all or any portion of the Property or other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this SAP that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this SAP are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

Appendix A

Major Improvement Area Assessment Roll

56

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Attachment: LEGAL-#47693-v45-Celina_Wells_South_(Lilyana)_PID_2015_-_SAP_-_Service_and_Assessment_Plan_(Stacked_for_All_Phases)

Appendix B

Neighborhood Improvement Area #1 Assessment Roll

58

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Attachment: LEGAL-#47693-v45-Celina_Wells_South_(Lilyana)_PID_2015_-_SAP_-_Service_and_Assessment_Plan_(Stacked_for_All_Phases)

Appendix C

City Contributed Major Improvement Assessment Roll

Appendix C Special Assessment by Area			
Area	Area % Share of Special Assessment	Special Assessment	
MIA	77%	\$	1,622,589
NIA#1	23%	\$	497,411
Totals	100%	\$	2,120,000
Note: Preliminary and subject to change			

Appendix C-1 Annual Installments - All Areas			
Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 85,791	\$ 85,791
09/30/17	\$ -	\$ 102,552	\$ 102,552
09/30/18	\$ 80,000	\$ 90,483	\$ 170,483
09/30/19	\$ 85,000	\$ 88,520	\$ 173,520
09/30/20	\$ 85,000	\$ 86,189	\$ 171,189
09/30/21	\$ 90,000	\$ 83,617	\$ 173,617
09/30/22	\$ 100,000	\$ 80,603	\$ 180,603
09/30/23	\$ 100,000	\$ 77,001	\$ 177,001
09/30/24	\$ 105,000	\$ 73,188	\$ 178,188
09/30/25	\$ 110,000	\$ 69,047	\$ 179,047
09/30/26	\$ 115,000	\$ 64,539	\$ 179,539
09/30/27	\$ 115,000	\$ 59,637	\$ 174,637
09/30/28	\$ 120,000	\$ 54,506	\$ 174,506
09/30/29	\$ 125,000	\$ 49,018	\$ 174,018
09/30/30	\$ 130,000	\$ 43,213	\$ 173,213
09/30/31	\$ 140,000	\$ 37,116	\$ 177,116
09/30/32	\$ 145,000	\$ 30,458	\$ 175,458
09/30/33	\$ 150,000	\$ 23,470	\$ 173,470
09/30/34	\$ 155,000	\$ 16,130	\$ 171,130
09/30/35	\$ 170,000	\$ 8,469	\$ 178,469
Totals	\$ 2,120,000	\$ 1,223,543	\$ 3,343,543
(a) The 9/30/XX dates represent the fiscal year end for the Bonds.			
(b) Gross of Capitalized Interest			

Commented [A35]: Should years 2016 and 17 be removed?

Appendix C-2 Annual Installments - MIA			
Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 65,662	\$ 65,662
09/30/17	\$ -	\$ 78,490	\$ 78,490
09/30/18	\$ 61,230	\$ 69,253	\$ 130,483
09/30/19	\$ 65,057	\$ 67,750	\$ 132,807
09/30/20	\$ 65,057	\$ 65,966	\$ 131,023
09/30/21	\$ 68,883	\$ 63,998	\$ 132,882
09/30/22	\$ 76,537	\$ 61,691	\$ 138,229
09/30/23	\$ 76,537	\$ 58,934	\$ 135,472
09/30/24	\$ 80,364	\$ 56,016	\$ 136,380
09/30/25	\$ 84,191	\$ 52,847	\$ 137,038
09/30/26	\$ 88,018	\$ 49,396	\$ 137,414
09/30/27	\$ 88,018	\$ 45,645	\$ 133,662
09/30/28	\$ 91,845	\$ 41,717	\$ 133,562
09/30/29	\$ 95,672	\$ 37,517	\$ 133,188
09/30/30	\$ 99,498	\$ 33,074	\$ 132,572
09/30/31	\$ 107,152	\$ 28,407	\$ 135,559
09/30/32	\$ 110,979	\$ 23,311	\$ 134,290
09/30/33	\$ 114,806	\$ 17,963	\$ 132,769
09/30/34	\$ 118,633	\$ 12,345	\$ 130,978
09/30/35	\$ 130,113	\$ 6,482	\$ 136,595
Totals	\$ 1,622,589	\$ 936,466	\$ 2,559,055

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.
(b) Gross of Capitalized Interest

Commented [A36]: See comment above

Appendix C-3 Annual Installments - NIA			
Year (a)	PID Bonds		
	Principal	Interest (b)	Net Debt Service
09/30/16	\$ -	\$ 20,129	\$ 20,129
09/30/17	\$ -	\$ 24,061	\$ 24,061
09/30/18	\$ 18,770	\$ 21,230	\$ 40,000
09/30/19	\$ 19,943	\$ 20,769	\$ 40,713
09/30/20	\$ 19,943	\$ 20,222	\$ 40,166
09/30/21	\$ 21,117	\$ 19,619	\$ 40,735
09/30/22	\$ 23,463	\$ 18,912	\$ 42,374
09/30/23	\$ 23,463	\$ 18,067	\$ 41,529
09/30/24	\$ 24,636	\$ 17,172	\$ 41,808
09/30/25	\$ 25,809	\$ 16,200	\$ 42,009
09/30/26	\$ 26,982	\$ 15,143	\$ 42,125
09/30/27	\$ 26,982	\$ 13,993	\$ 40,975
09/30/28	\$ 28,155	\$ 12,789	\$ 40,944
09/30/29	\$ 29,328	\$ 11,501	\$ 40,829
09/30/30	\$ 30,502	\$ 10,139	\$ 40,640
09/30/31	\$ 32,848	\$ 8,708	\$ 41,556
09/30/32	\$ 34,021	\$ 7,146	\$ 41,167
09/30/33	\$ 35,194	\$ 5,507	\$ 40,701
09/30/34	\$ 36,367	\$ 3,785	\$ 40,152
09/30/35	\$ 39,887	\$ 1,987	\$ 41,874
Totals	\$ 497,411	\$ 287,077	\$ 784,488
(a) The 9/30/XX dates represent the fiscal year end for the Bonds.			
(b) Gross of Capitalized Interest			

Commented [A37]: See comment above

Appendix D

Neighborhood Improvement Area #2 Proposed Assessment Roll

Commented [A38]: Footnote to clarify that only #2A is reflected at this time.

Appendix D			
Proposed Assessment Roll - Neighborhood Improvement Area #2			
Parcel			All Parcels
Assessment			\$2,425,000
Total Units			207
Year	Principal and Interest ¹	Administrative Expenses ²	Total Annual Installment
2018	\$163,688	\$30,000	\$193,688
2019	\$163,688	\$30,600	\$194,288
2020	\$198,688	\$31,212	\$229,900
2021	\$196,325	\$31,836	\$228,161
2022	\$198,963	\$32,473	\$231,435
2023	\$196,263	\$33,122	\$229,385
2024	\$198,563	\$33,785	\$232,347
2025	\$195,525	\$34,461	\$229,986
2026	\$197,488	\$35,150	\$232,637
2027	\$194,113	\$35,853	\$229,965
2028	\$195,738	\$36,570	\$232,307
2029	\$197,025	\$37,301	\$234,326
2030	\$192,975	\$38,047	\$231,022
2031	\$193,925	\$38,808	\$232,733
2032	\$194,538	\$39,584	\$234,122
2033	\$194,813	\$40,376	\$235,189
2034	\$194,750	\$41,184	\$235,934
2035	\$194,350	\$42,007	\$236,357
2036	\$193,613	\$42,847	\$236,460
2037	\$192,538	\$43,704	\$236,242
2038	\$191,125	\$44,578	\$235,703
2039	\$194,375	\$45,470	\$239,845
2040	\$191,950	\$46,379	\$238,329
2041	\$189,188	\$47,307	\$236,494
2042	\$191,088	\$48,253	\$239,341
2043	\$187,313	\$49,218	\$236,531
2044	\$188,200	\$50,203	\$238,403
2045	\$188,413	\$51,207	\$239,619
2046	\$187,950	\$52,231	\$240,181
2047	\$186,813	\$53,275	\$240,088
Total	\$5,743,975	\$1,217,042	\$6,961,017

1 - The principal and interest amounts are estimated using 6.25% per annum and includes 0.5% additional interest.
2- The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated in Annual Service Plan Updates.

Commented [A39]: Same comment as above

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Appendix E-1

Legal Descriptions for All Property Within the PID for Parcels within PID

PROPERTY METES AND BOUNDS DESCRIPTION

(400.524 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 Adrienne 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;

400 Acres

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~~BEING a tract of land situated in the William Wilhite Survey, Abstract No. 1002 and the~~

Appendix E-2

Legal Description for Property Within Neighborhood Improvement Area #1

Appendix E-3

Legal Description for Property Within Neighborhood Improvement Area #2

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Attachment: LEGAL-#47693-v45-Celina_Wells_South_(Lilyana)_PID_2015_-_SAP_-_Service_and_Assessment_Plan_(Stacked_for_All_Phases)

Appendix F

Parcel Map



Commented [A40]: Replace with update parcel



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: May 8, 2018
 Re: Oncor Rate Case Denial Resolution

Action Requested:

Consider and act upon a resolution finding that Oncor Electric Delivery Company LLC's application for approval of a distribution cost recovery factor pursuant to 16 Tex. Admin. Code § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company. (Oncor Rate Increase Denial) (DeBuff)

Background Information:

On April 5, 2018, Oncor Electric Delivery Company LLC ("Oncor") filed an Application for Approval of a Distribution Cost Recovery Factor. In the filing, the Company is seeking an increase in distribution revenues of \$19,002,177.

The Steering Committee of Cities Served by Oncor (OCSC) has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. We are recommending that Cities deny the requested relief.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This resolution has been reviewed by the City Attorney.

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

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

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about April 5, 2018 Oncor filed with the City an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 48231, seeking to increase electric distribution rates by approximately \$19,002,177; and

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

WHEREAS, Cities are coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 48231.

Section 2. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any

necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

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

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

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Stephen N. Ragland, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 8th day of May, 2018.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re:

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and T-Mobile West, LLC (T-Mobile) located at the Light Farms elevated storage tower. (Fourmentin)

Background Information:

T-Mobile West, LLC has requested to lease Ground and Tower space on the Light Farms Elevated Storage Tower for the placement of antennas and associated infrastructure equipment.

Financial Considerations:

Monthly lease is \$3,000 a month or \$36,000 annually

Legal Review:

City Attorney has reviewed

Supporting Documents:

Proposed Agreement
Proposed Plans

Staff Recommendation:

Approve

Site Name: City of Celina
 Site Number: DA03927A

GROUND AND TOWER LEASE AGREEMENT

THIS GROUND AND TOWER LEASE AGREEMENT (“Lease” or “Agreement”), is entered into as of the ____ day of _____, 2018 (“Effective Date”), by and between the *City of Celina*, a Texas municipal corporation (“OWNER”), and T-Mobile West LLC, a Delaware limited liability company, having a mailing address of 12920 SE 38th St, Bellevue, WA 98006 (“TENANT”).

In consideration of the promises and of the mutual obligations and agreements set forth in this Lease, the parties agree as follows:

1) THE LEASED SITE

a) OWNER is the owner of or has the right to control a certain parcel of real property upon which a water tower has been constructed, such parcel and water tower is located at 1803 Light Farms Way, Prosper, County of Collin, State of Texas, and is more specifically described on the attached Exhibit "A" (such parcel referred to as “OWNER's Property”).

b) OWNER hereby leases to TENANT a portion of OWNER's Property, being the ground space described below, and of the Primary RAD Space (as defined below) on the water tower located on OWNER's Property (the “Tower”), together with a right of ingress, egress and other access and a right to install utilities (the “Leased Site”). The ground space portion of the Leased Site which is the subject of this Lease is approximately 150 square feet and is located within OWNER's Property substantially as shown on the attached Exhibit “B”. The portion of the Tower dedicated for TENANT's exclusive use consists of an envelope of twelve (12) contiguous vertical feet of space within which any portion of TENANT's communication equipment and improvements may be located, operated or maintained (the “**Primary RAD Space**”). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Tower on which TENANT's communication equipment is located. The location of the Primary RAD Space is set forth on the attached Exhibit “C” (any sketches in Exhibits may not be to scale and therefore are not intended to be used for measurement purposes), such Exhibit also showing the location for the initial installation of the Antenna Facilities. TENANT has the right to install, modify, supplement, replace, upgrade, expand the Antenna Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Antenna Facility within the Leased Site, except not in any area of ingress, egress or access, at any time during the Term and at no additional cost to TENANT, other than the rent owed under Section 3. At any time during the Term of this Lease, TENANT may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate TENANT's improvements and equipment that extend outside the Primary RAD Space (the “**Extended Primary RAD Space**”), subject to an agreed additional rental rate, TENANT's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Lease, shall continue to be referred to as the Primary RAD Space. As used herein, “Antenna Facilities” shall be deemed to mean all equipment, including antennae support structures, to be used by TENANT in

[04/30/1804/26/1804/06/18](#)

Site Name: City of Celina
 Site Number: DA03927A

connection with the operation of its telecommunications facility on the Leased Site, including the equipment described on Exhibit “C” attached hereto, as such equipment may be modified or added to from time to time in accordance herewith. TENANT shall have the right to run cables, wires, conduits and pipes under, over and across OWNER’s Property, in locations pre-approved by OWNER in writing, to connect TENANT’s Antenna Facilities on the Tower to its Antenna Facilities in its equipment building, if any, to be constructed on the ground space portion of the Leased Site. TENANT, its agents, employees, contractors, subcontractors and authorized representatives may park their vehicles on OWNER’s Property, in the locations reflected in Exhibit “B”, when TENANT is constructing, removing, replacing, servicing, maintaining, securing and/or operating its Antenna Facilities as provided in this Lease.

c) TENANT may use additional ground space at the Property in increments of one square foot outside of the Leased Site, provided that such space is available or might be made available (the “Incremental Ground Space”). Upon TENANT’s use of any Ground Space, space shall be deemed part of the Leased Site. In the event that TENANT uses or occupies Incremental Ground Space, Rent shall be increased by Six and 32/100 Dollars (\$6.32) per month per square foot of space (the “Incremental Ground Space Rent”). The initial amount of Incremental Ground Space Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

d) INTENTIONALLY DELETED

e) OWNER shall maintain the Tower’s structural integrity at all times (which shall mean that at no time will OWNER allow the Tower’s condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). OWNER shall at all times during the Term of this Lease reserve and have ready for TENANT’s immediate use sufficient structural loading capacity on the Tower to support TENANT’s installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Antenna Facilities anywhere on the Tower (the “Allowed Wind Load Surface Area”). “Wind Load Surface Area” means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. In the event that TENANT has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, TENANT will pay OWNER for the portion of the structural modifications that is necessary to support TENANT’s loading in excess of the Allowed Wind Load Surface Area. In no event shall TENANT be responsible for Tower modification costs to support the installations of other tenants or for the Tower to comply with applicable law so long as TENANT’s installation is within the Allowed Wind Load Surface Area.

f) OWNER reserves the right to require TENANT to relocate its Antenna Facilities to a mutually agreeable location on the Tower (“Alternate Premises”), temporarily or permanently, within ninety (90) days after written notice from OWNER. Any relocation expenses shall be the sole responsibility of TENANT, unless the OWNER’s relocation requirement results from OWNER’s desire to lease space on the Tower to a non-governmental third-party user. In such a case, the third-

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party user shall be obligated to reimburse TENANT for its reasonable relocation costs. TENANT shall not be required to permanently relocate TENANT's Antenna Facilities to any location which would result in any deterioration or diminution of the quality of communication services or other services provided by TENANT from the Leased Site, nor shall TENANT be required to conduct such permanent relocation in a manner which would cause any deterioration or diminution of such quality or which would cause any interruption of such service. This Lease is not a franchise nor is it a permit to use OWNER's rights-of-way. Any such franchise or permit must be obtained separately from OWNER.

g) TENANT's equipment building, if any, on the ground portion of the Leased Site shall be installed on a slab foundation at TENANT's expense and shall be painted to match the Tower. The Antenna Facilities shall also be painted by TENANT to match the Tower. TENANT's ground portion of the Leased Site shall be enclosed by a decorative iron fence surrounded by a screening hedge which will achieve a height of at least six (6) feet, but shall not be less than three (3) feet in height when planted. Said equipment buildings and Antenna Facilities shall be owned by TENANT and shall be removed from the site by TENANT within a reasonable period, not to exceed ninety (90) days, following termination of this Lease. Notwithstanding the foregoing, TENANT will not be required to remove any foundations, landscaping or underground utilities. The building shall be used to house TENANT's communications equipment and all associated or related equipment of any type as deemed necessary or desirable by TENANT (this equipment shall be included as part of the Antenna Facilities listed on Exhibit "C"). The building will be placed adjacent to the Tower in the location described on Exhibit "B".

2) LEASE AND EASEMENT

a) During the term of this Lease, OWNER leases the Leased Site to TENANT and grants to TENANT a non-exclusive easement, in the area reflected on Exhibit "B", to access the Leased Site to install, remove, replace, and maintain the Antenna Facilities listed in Exhibit "C".

b) At all times throughout the Term of this Lease, and at no additional charge to TENANT, TENANT and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to ground space portion of the Leased Site. TENANT shall have access to the Primary RAD Space only with prior notice to OWNER. TENANT shall notify OWNER twenty-four (24) hours in advance, except in an emergency. TENANT shall be prohibited from removing locks or entering without aforementioned notice. A representative of OWNER may accompany TENANT on the Leased Site, at OWNER's sole option. The foregoing shall not limit OWNER's right to access the Leased Site at reasonable times to examine and inspect the premises for safety reasons or to ensure that the TENANT's covenants are being met, provided that OWNER shall not disrupt TENANT's operations and shall be accompanied by a representative of TENANT at all times.

3) TERM AND RENT

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a) The initial term of this Lease shall be five (5) years (the "Initial Term"), commencing on the Effective Date indicated above and expire on the fifth anniversary thereof. During the first year of the Initial Term, TENANT shall pay to OWNER as a lease payment the sum of Three Thousand and No/100 Dollars (\$3,000) per month ("Rent"), such payment being due in advance on or before the fifth (5th) day of the respective month. However, TENANT may aggregate its lease payments by paying annually, in advance. OWNER agrees to provide TENANT with a W-9 form in advance of receiving Rent.

b) Upon the expiration of the Initial Term, this Lease shall be automatically extended for one (1) "Renewal Term" of five (5) additional years unless TENANT notifies OWNER in writing at least ninety (90) days prior of its intention not to renew the Lease. Thereafter, upon the expiration of the first Renewal Term, unless TENANT notifies OWNER in this same above-described manner, this Lease shall automatically renew and extend for up to three (3) additional five (5) year Renewal Terms, each beginning upon the expiration of the term then in effect.

c) Beginning upon the first anniversary of the Effective Date ("Anniversary Date"), and each Anniversary Date thereafter during both the Initial Term and any and all Renewal Terms, if any, the monthly rent shall be increased by an amount equal to three percent (3%) of the then current Rent. As provided above, the monthly Rent shall be due in advance on or before the fifth (5th) day of the respective month. However, TENANT may aggregate its lease payments by paying annually, in advance.

d) Should this Lease still be in effect at the conclusion of all of the Renewal Terms provided for herein, this Lease shall continue in effect on the same terms and conditions, other than monthly Rent which shall be an amount equal to the monthly Rent in effect for the preceding year, increased by three percent (3%) for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other at least thirty (30) days prior written notice of its intention to so terminate at the end of the annual term.

e) TENANT shall pay OWNER a late payment charge equal to five percent (5%) of the late payment for any payment (including rental payments) not paid when due. In addition, any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

4) USE OF THE LEASED SITE

a) TENANT shall use the Leased Site for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. OWNER may permit others to use other portions of OWNER's Property (including the Tower), provided, however, TENANT shall have the exclusive use of its Antenna Facilities, equipment shelters and Primary RAD Space as shown on Exhibit "C" hereto. TENANT may erect and operate additional Antenna Facilities in accordance with the terms of this Lease.

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TENANT shall, at its own expense, comply with all present and future federal state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities. OWNER agrees to reasonably cooperate with TENANT in obtaining, at TENANT's expense any federal licenses and permits required for or substantially required by TENANT's use of the Property.

b) OWNER acknowledges that TENANT's ability to use the Leased Site for TENANT's intended purposes is contingent upon TENANT's obtaining and maintaining, both before and after the commencement date of this Lease, all of the certificates, permits, licenses and other approvals (collectively known as "Governmental Approvals") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Leased Site desired by TENANT. OWNER shall promptly cooperate, at TENANT's expense, with TENANT in TENANT's efforts to obtain such Governmental Approvals and shall take no action that would adversely affect TENANT's obtaining or maintaining such Governmental Approvals.

c) TENANT shall, at its own expense, maintain the Leased Site and any equipment on or attached to the Leased Site in a safe condition, in good repair and in a manner so as not to conflict with the use of or other leasing of the Leased Site by OWNER, subject to the terms of Paragraph 18 herein.

d) TENANT shall have sole responsibility for the maintenance, repair, and security of its equipment and personal property, Antenna Facilities, and leasehold improvements located on the Leased Site, and shall keep the same in good repair and condition during the Lease term.

e) TENANT shall keep the Leased Site free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

f) In the event the OWNER or any other tenant undertakes painting, construction or other alterations on the Leased Site, OWNER shall give TENANT at least ninety (90) days' prior written notice, except in an emergency, and TENANT shall take reasonable measures at TENANT's cost to cover or temporarily remove TENANT's equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process. OWNER agrees to use its reasonable efforts to permit TENANT to place temporary transmission and reception facilities on OWNER's Property at no additional Rent until such time as TENANT is able to reinstall TENANT's equipment, personal property or Antenna Facilities on the Tower. OWNER is not responsible or liable for any damage or injury that may occur if TENANT elects not to temporarily remove its Antenna Facilities, equipment or other personal property. All such construction, repairs or alterations shall be subject to the terms of Paragraph 19 hereof.

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5) TERMINATION

a) In addition to the other events giving rise to a right of lease termination, as such are set forth in this Lease, if any of the following occurs, TENANT shall have the right to immediately terminate this Lease for cause by giving written notice to OWNER of such termination:

i) TENANT determines, in its sole discretion, that it will be unable to obtain all necessary Governmental Approvals for TENANT's intended use of and improvements to the Leased Site desired by TENANT; or

ii) TENANT's application for any Governmental Approvals necessary for TENANT's use of the Leased Site and improvements desired by TENANT is denied; or

iii) any Governmental Approvals necessary for TENANT's use of the Leased Site and/or improvements to the Leased Site, whether now or hereafter desired by TENANT, are canceled, expired, lapsed or are otherwise withdrawn, terminated or denied so that TENANT, in its reasonable judgment, determines that it will no longer be able to use the Leased Site for TENANT's intended use; or

iv) the Federal Communications Commission (which allocates the frequencies at which TENANT may operate its antennas and equipment) changes the frequencies at which TENANT operates its antennas and equipment, which change, in TENANT's reasonable judgment, renders its operation of a communications facility at the Leased Site obsolete; or

v) TENANT obtains, in its reasonable judgment, unacceptable results of any radio test, survey, title report or environmental study.

Each of the above conditions shall operate independently with regard to each Tower location leased by TENANT within the Leased Site. Any termination notice rendered by TENANT pursuant to this Paragraph shall cause the respective portion of the Lease to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of the Lease. In the event of such termination, any prepaid, unearned rent shall be refunded to TENANT by OWNER.

b) In addition, and provided that TENANT is not then in default under this Lease, TENANT may, during any Renewal Term, upon ninety (90) days written notice to OWNER, terminate and cancel all or a portion of this Lease if TENANT determines that any portion of the Leased Site have become unsuitable for TENANT's operations, upon payment in guaranteed funds to OWNER of a termination fee equal to six (6) months' rent at the rate then in effect. As to such termination fee, TENANT shall receive a credit equal to the amount of any unearned rent as of the date of such termination.

6) ASSIGNMENT AND SUBLETTING

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a) Except to a “Partner Company,” “Affiliate” or “Subsidiary” of TENANT (as defined below), or to an entity acquiring all or substantially all of TENANT’s assets through merger, acquisition, sale or other similar transaction, TENANT shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Leased Site, or any part thereof, without the prior written consent of OWNER, such consent not to be unreasonably withheld or delayed. OWNER shall have the right to review any mortgage or pledge documents to ensure that such documents do not allow a lien, or similar instrument, to be placed on the Leased Site if TENANT defaults thereunder. OWNER shall have the right to review any sublease to ensure that the subtenant agrees to abide by the terms and conditions of this Lease. OWNER may withhold consent if any of the aforementioned documents do not contain the preceding provisions. If any subleases provide that TENANT will receive rental payments in excess of the then current Rent due hereunder (“Excess Subrent”), the Rent shall be increased by an amount equal to fifty percent (50%) of the Excess Subrent.

b) Each of the members of TENANT is a Partner Company. An Affiliate of an entity is any entity which directly or indirectly controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise. A Subsidiary of an entity is any entity eighty percent (80%) or more of the ownership of which is owned by such entity.

c) No consent by OWNER to any assignment or sublease by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease, including but not limited to paying Rent, whether arising before or after the assignment or sublease. The consent by OWNER to any assignment or sublease shall not relieve TENANT from the obligation to obtain OWNER’s express written consent to any other assignment or sublease.

d) Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of TENANT, if TENANT is a corporation, or any sale or other transfer of a majority in interest (whether of profits, losses, capital or voting power) or a majority of the persons comprising the managers of the partnership, if TENANT is a partnership, shall not be an assignment for purposes of this Paragraph 6.

7) FIRE OR OTHER CASUALTY

a) If the Tower, or access to it, is damaged or destroyed by a casualty covered by the insurance carried by OWNER, it shall be OWNER’s option whether or not to commence appropriate repairs (to be diligently prosecuted to completion entirely at OWNER’s expense). If OWNER decides to repair the Tower, this Lease shall continue in full force and effect. If, however, the Tower is damaged to the extent that OWNER decides not to repair it, OWNER shall deliver written notice to TENANT, within thirty (30) days after the casualty, or such longer time as it takes for OWNER’s insurance carrier to confirm whether the event resulted in a covered claim, of OWNER’s election not to repair, restore and/or reconstruct the Tower but to designate a site on which TENANT may relocate

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in accordance with Paragraph 7.c. below. If, as a result of any such casualty, any portion of the Leased Site becomes totally or partially unusable by TENANT, Rent shall abate during the period of repair in the same proportion to the total rent as the portion of the Leased Site rendered unusable bears to the entirety of the Leased Site.

b) If OWNER (i) undertakes the repair, restoration and/or reconstruction of the Tower(s) or of any access thereto, but fails to complete such repair, restoration and/or reconstruction within forty-five (45) days after the casualty, (ii) notifies TENANT of OWNER's intention not to repair restore and/or reconstruct the Tower, or (iii) fails to deliver to TENANT the written notice required under Paragraph 7.a., then TENANT may immediately cancel this Lease by giving written notice of its election to cancel to OWNER.

c) OWNER agrees that during any period of repair, restoration and/or reconstruction, OWNER will exercise its best efforts to designate a site TENANT may use to place temporary transmission and reception facilities, provided such site is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. In the event the Parties cannot reasonably agree on a mutually acceptable alternative location on the Property, TENANT shall have the right to terminate this Lease immediately upon written notice to OWNER without incurring any further financial liability to OWNER for such early termination.

8) INDEMNIFICATION AND INSURANCE

a) TENANT hereby agrees to indemnify, defend and hold OWNER harmless from and against any and all claims, business interference, injury, loss, damage, liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) to the extent that they result from or arise out of the acts or omissions of TENANT, its agents, invitees, employees or independent contractors in, on or about the Tower and/or the Leased Site ("Claims"). OWNER: (i) shall promptly provide TENANT with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide TENANT with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of TENANT; and (iii) shall fully cooperate with TENANT in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve TENANT of its indemnity obligation, except (1) to the extent TENANT can show it was prejudiced by the delay; and (2) TENANT shall not be liable for any settlement or litigation expenses incurred before the time when notice is given. Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, TENANT and OWNER each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

b) TENANT shall provide OWNER with a certificate of insurance issued by an insurance company eligible to do business in Texas indicating that TENANT carries commercial

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general liability insurance including contractual liability coverage with limits of liability thereunder of \$1 million combined single limit, per occurrence and in the aggregate, for bodily injury and/or property damage. Such insurance shall include OWNER as an additional insured with respect to matters arising out of TENANT's use of and operations at the Leased Site. OWNER'S additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by TENANT, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of OWNER, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of OWNER, its employees, agents or independent contractors; and, (iii) not exceed TENANT'S indemnification obligation under this Agreement. TENANT will provide OWNER with a renewal certificate within ten (10) business days of OWNER's written request for such certificate. Any insurance required to be provided by TENANT under this Paragraph 8 may be provided by a blanket insurance policy covering the Leased Site and other locations of TENANT, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. TENANT shall also provide OWNER evidence that it maintains workers' compensation insurance in compliance with statutory requirement of the State of Texas and automobile liability coverage with a \$500,000 limit. TENANT shall have the right to self-insure the coverages required in subsection 8(b), provided TENANT or its parent company maintains a minimum tangible net worth in excess of Two Hundred Million Dollars (\$200,000,000.00). In the event TENANT elects to establish a program of self insurance for any policies of insurance required hereunder, TENANT must first provide written notice to OWNER of such election together with TENANT's standard letter of self-insurance.

c) TENANT shall provide at least thirty (30) days prior written notification to OWNER of cancellation of any required coverage that is not replaced.

d) TENANT agrees to indemnify and save harmless OWNER from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

e) TENANT shall endeavor to require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type which TENANT is required to obtain under the terms of this paragraph with appropriate limits of insurance.

f) Once during the Initial Term and once during each Renewal Term, OWNER may review the insurance coverages to be carried by TENANT. If OWNER reasonably determines that higher limits of coverage are necessary to protect the interests of OWNER, TENANT shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

9) UTILITIES

TENANT shall be responsible directly to the serving entities for all utilities required by TENANT's use of the Leased Site, however, OWNER agrees to cooperate with TENANT in its

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efforts to obtain utilities from any location provided by the OWNER or the servicing utility. Should electric power be provided by OWNER, TENANT will install an electric meter and TENANT's usage shall be read by OWNER (or, at TENANT's option and cost, by a meter reading service selected by TENANT) on a monthly basis and the cost of electricity used by TENANT shall be paid monthly by TENANT to OWNER, upon thirty (30) days written notice thereof, as a payment separate from Rent. OWNER may charge a reasonable meter reading fee but agrees that it will not include a markup on the utility charges. If TENANT submeters electricity from OWNER, OWNER agrees, to the extent feasible, to give TENANT at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. OWNER acknowledges that TENANT provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in TENANT's reasonable determination, OWNER agrees to allow TENANT the right to bring in a temporary source of power for the duration of the interruption. OWNER will not be responsible for interference with, interruption of or failure, beyond the control of OWNER, of such services to be furnished or supplied by OWNER. OWNER agrees to grant to any utility company providing utility services to TENANT, an easement for the purpose of constructing, operating and maintaining utilities to provide such services to the Leased Site. Such easement shall be in a location to be approved by OWNER, which approval shall not be unreasonably withheld, conditioned or delayed. Upon TENANT's or a utility company's request, OWNER will execute a separate recordable easement evidencing this grant.

10) RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER

TENANT's Antenna Facilities shall remain personal to and the property of TENANT. OWNER waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; OWNER consents to TENANT's right to remove all or any portion of the Antenna Facilities from time to time in TENANT's sole discretion and without OWNER's consent. At the termination or expiration of this Lease, TENANT shall, within ninety (90) days, (A) remove its Antenna Facilities, (B) repair any damage caused by such removal, (C) with respect to any land leased, remove all of its equipment, other than utilities or foundations that are at or below grade, and (D) otherwise surrender the Leased Site at the expiration of the term (as the same may have been extended or the earlier termination thereof) in good condition, ordinary wear and tear, damage by fire and other casualty excepted.

11) TENANT DEFAULTS

a) The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by TENANT:

i) The failure by TENANT (A) to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, or (B) to maintain any insurance required by Paragraph 8, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by TENANT from OWNER.

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ii) The failure by TENANT to observe or perform any of the covenants or provisions of this Lease to be observed or performed by TENANT, other than as specified in Paragraph 11.a.(i), where such failure shall continue for a period of thirty (30) days after written notice thereof is received by TENANT from OWNER; provided, however, that it shall not be deemed an Event of Default by TENANT if TENANT shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion, if during such thirty (30) day period TENANT gives written notice to OWNER explaining in detail why the EVENT of Default cannot be cured in thirty (30) days, outlines the plan to cure the Event of Default and states the date by which the Event of Default will be cured.

b) If there occurs an Event of Default by TENANT, in addition to any other remedies available to OWNER at law or in equity, OWNER shall have option to terminate this Lease and all rights of TENANT hereunder.

c) If there occurs an Event of Default by TENANT and the Lease is terminated, OWNER shall have the right to re-enter the Leased Site and remove persons or property from the Leased Site or the Tower if TENANT fails to do so within sixty (60) days from the termination date of the LEASE.

(d) The following will be deemed a default by OWNER and a breach of this Agreement:
 (i) failure to provide access to the Leased Site or to cure an interference problem within forty-eight (48) hours after receipt of written notice of such default; or (ii) OWNER's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from TENANT specifying the failure. No such failure, however, will be deemed to exist if OWNER has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of OWNER. If OWNER remains in default beyond any applicable cure period, TENANT will have: (i) the right to cure OWNER's default and to deduct the reasonable and necessary costs of such cure from any monies due to OWNER from TENANT, and (ii) any and all other rights available to it under law and equity.

12) NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Notice by any other method (whether by hand-delivery, overnight delivery service, or otherwise) shall only be deemed effective upon receipt by the intended recipient. Should OWNER or TENANT have a change of address, the other party shall immediately be notified as provided in this Paragraph of such change. Unless OWNER otherwise specifies in writing, Rent checks from TENANT shall be sent to the person listed below to whom notices are sent.

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T-Mobile USA, Inc.
 12920 SE 38th Street
 Bellevue, WA 98006
 Attn: Lease Compliance/DA03927A

OWNER:

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

13) SALE OR TRANSFER BY OWNER

Should OWNER, at any time during the term of this Lease, sell, lease, transfer or otherwise convey all or any part of OWNER's Property to any transferee other than TENANT, then such transfer shall be under and subject to this Lease and all of TENANT's rights hereunder. In the event of a change in ownership, transfer or sale of the OWNER's Property, within ten (10) business days of such transfer, OWNER or its successor will send the documents listed below in this subsection (b) to TENANT. Until TENANT receives all such documents, TENANT shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. New IRS Form W-9
- ii. Full contact information for new OWNER including all phone number(s)
- iii. Copy of deed or other instrument of transfer

14) HAZARDOUS SUBSTANCES

a) TENANT represents and warrants that its use of the Leased Site herein will not generate any hazardous substance, and it will not store or dispose on the Leased Site nor transport to or over the Leased Site any hazardous substance in violation of any laws or regulations relating thereto. TENANT further agrees to hold OWNER harmless from, indemnify and defend OWNER against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of OWNER, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

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OWNER has no knowledge of any Hazardous substance located on or about the OWNER's Property, nor will OWNER allow any such substance or hazardous condition to exist. To the extent allowed by law, OWNER agrees to hold harmless and indemnify TENANT from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of OWNER for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding, to the extent arising from subsurface or other contamination of the OWNER's Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of the OWNER during the Term. In the event TENANT becomes aware of any hazardous materials on the OWNER's Property, or any environmental, health or safety condition or matter relating to the OWNER's Property, that were not caused by TENANT and, in TENANT's sole determination, renders the condition of the Leased Site or OWNER's Property unsuitable for TENANT's use, or if TENANT believes that the leasing or continued leasing of the Leased Site would expose TENANT to undue risks of liability to a government agency or third party, TENANT will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice, as required by Paragraph 11.d.(ii), to OWNER.

15) CONDEMNATION

a) In the event the whole of OWNER's Property, including without limitation the Leased Site and the Tower, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Lease shall forthwith automatically cease and terminate.

b) In the event any portion of the Leased Site or the Tower shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then OWNER agrees that TENANT may use and/or construct upon an alternative portion of OWNER's Property, as selected by OWNER, which is equally suitable for TENANT's purposes, provided such space is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. OWNER will designate a site to which TENANT may relocate prior to the taking, condemnation or sale. In the event no alternative portion of the OWNER's Property (or other property owned or controlled by OWNER) is equally suitable for the purposes of TENANT, then this Lease shall forthwith automatically cease and terminate.

c) OWNER shall receive the entire condemnation award for land, the Tower and such other improvements as are paid for by OWNER, and TENANT hereby expressly assigns to OWNER any and all right, title and interest of TENANT now or hereafter arising in and to any such award. TENANT shall have the right to recover from such authority, but not from OWNER, any compensation as may be awarded to TENANT on account of the leasehold interest, moving and relocation expenses, and depreciation to and removal of the personal property and fixtures of TENANT.

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16) LIENS

TENANT shall keep the Leased Site free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within sixty (60) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which OWNER permits TENANT to perform on the Leased Site shall be deemed to be for the use and benefit of OWNER so that no mechanic's or other lien shall be allowed against the estate of OWNER by reason of its consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work.

17) TAXES

a) OWNER shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of OWNER, including any such taxes that may be calculated by the taxing authority using any method, including the income method. TENANT shall be liable for and shall pay to the applicable taxing authority, if billed directly to TENANT, or to OWNER if billed to OWNER, upon thirty (30) days prior written notice from OWNER, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by TENANT in or about the Leased Site.

b) TENANT shall pay as additional rent any increases in real property taxes levied against OWNER's Property, including the Tower, as a result of the improvements constructed by TENANT on the Leased Site. Nothing herein shall require TENANT to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon OWNER. OWNER shall provide TENANT with copies of all assessment notices on or including the Leased Site within thirty (30) days after receipt by OWNER, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, if available. If OWNER does not provide such notice or notices to TENANT in a timely manner and TENANT's rights with respect to such taxes are prejudiced by the delay, OWNER shall reimburse TENANT for any increased costs directly resulting from the delay. TENANT shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Site by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as TENANT may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of OWNER, TENANT, or both, with respect to the valuation of the Leased Site. OWNER shall cooperate in the institution and prosecution of any such proceedings and will execute the relevant documents required therefor. The expense of any such proceedings shall be borne by TENANT and any refunds or rebates secured as a result of TENANT's action shall belong to TENANT.

c) TENANT shall have the right but not the obligation to pay any taxes due by OWNER hereunder if OWNER fails to timely do so, in addition to any other rights or remedies of TENANT. In the event that TENANT exercises its rights under this Section 17(c) due to such OWNER default,

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TENANT shall have the right to deduct such tax amounts paid from any monies due to OWNER from TENANT.

18) QUIET ENJOYMENT AND NON-INTERFERENCE

a) OWNER warrants and agrees that TENANT, upon paying the Rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Leased Site. Owner shall nevertheless continue to have access to the Leased Site as set forth herein.

b) OWNER hereby grants to TENANT, as a primary inducement to TENANT's entering into this Lease, the right to install its Antenna Facilities on the Tower (as set forth and listed on Exhibits "B" and "C") and operate its communications facility on the Tower and the ground space portion of the Leased Site (as set forth on Exhibit "B"). Where there are existing radio frequency user(s) on the OWNER's Property, OWNER will provide TENANT, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the OWNER's Property to allow TENANT to evaluate the potential for interference. TENANT represents and warrants that its use and operation of its Antenna Facilities shall not interfere with existing radio frequency user(s) on the OWNER's Property so disclosed by OWNER, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. If TENANT's Antenna Facilities cause such interference, TENANT shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, TENANT shall immediately cease operating its facilities until the interference has been eliminated. If the interference cannot be eliminated within twenty (20) days, OWNER may terminate this Lease as its sole and exclusive remedy. TENANT's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with OWNER's operations or related repair and maintenance activities or with such activities of other pre-existing tenants. TENANT agrees to cease all such actions which materially interfere with OWNER's use of the Leased Site immediately upon actual notice of such interference, provided however, in such case, TENANT shall have the right to terminate the Lease.

c) OWNER, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain alter or improve the Leased Site in connection with its operations as may be necessary, including leasing parts of OWNER's Property and Tower to others. From time to time, OWNER may grant to other entities the right to operate communications facilities at the Leased Site and/or the right to install antennas in connection with the operation of such facilities or other communications facilities, provided that OWNER will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Antenna Facilities, the operations of TENANT or the rights of TENANT under this Lease. OWNER will notify TENANT in writing prior to granting any third party the right to install and operate communications equipment on the OWNER's Property. OWNER will not, nor will OWNER permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Antenna Facilities, the operations of TENANT or the rights of TENANT under this Lease.

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d) For the purposes of this provision, "interference" may include, but is not limited to, any other use on the Property or any other use on OWNER's other properties that causes electronic, physical or obstruction interference with, or degradation of the communications signals from TENANT's facility. In general, pre-existing facilities expressly excluded, the parties agree that the physical location within One Hundred Thirty feet (130') of TENANT's facility of another communications facility may cause interference. If TENANT notifies OWNER that there is interference, OWNER will cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from TENANT, and if such interference is not cured within forty-eight (48) hours, TENANT will have the option to (i) terminate this Agreement by giving OWNER ten (10) days' written notice of its election to terminate, or (ii) if TENANT elects not to terminate this Agreement, OWNER agrees to allow TENANT, in place of OWNER, and to take any action, in law or in equity, necessary to cause the interfering tenant or licensee to eliminate such interference. TENANT acknowledges that its grant does not exclude other communication facilities on the Property (other than the Premises) and TENANT agrees to reasonably cooperate with OWNER and other potential communication facility operators as to their proposed operations not inconsistent with this Agreement.

19) COORDINATION OF OPERATION

As a consequence of the proposed twenty-four (24) hour daily basis of operation by TENANT, OWNER acknowledges that any action undertaken or permitted by OWNER in making repairs, alterations, additions or improvements to the Tower that might interfere with, suspend, cut-off or terminate access to or use by TENANT of the Leased Site or TENANT's Antenna Facilities, including without limitation, air-conditioning and utilities thereto, could cause inconvenience, expense and economic loss to TENANT. Therefore, OWNER agrees (i) to use its best efforts to minimize such inconvenience, possible loss or expense to TENANT by using its best efforts not to cause or permit any interruption or interfere with the operations of TENANT's antennas or equipment, particularly during the hours of 4:00 p.m. to 7:00 p.m. on any weekday, and (ii) except in emergency situations, as determined to exist by the OWNER, to give TENANT sixty (60) days advance notice of any normal or routine repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Tower and the Leased Site or of any planned shutdowns associated with the Tower for scheduled or routine maintenance that might adversely affect the operation of TENANT's communications facility or Antenna Facilities.

20) BROKERS

OWNER and TENANT represent to each other that they have not negotiated with any real estate broker in connection with this Lease.

21) ESTOPPEL CERTIFICATES

a) TENANT, at the request of OWNER, shall provide OWNER with a certificate stating: (i) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification); (ii) whether or not,

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to TENANT's knowledge, there are then existing any set-offs, or defenses against the enforcement by OWNER of any of TENANT's agreements, terms, covenants or conditions hereof (and, if so specifying the same); and (iii) the dates, if any, to which the rent has been paid in advance.

b) OWNER, at the request of TENANT, shall provide TENANT with a certificate stating: (i) that OWNER recognizes TENANT's right to TENANT's antennas, equipment and other property; (ii) that TENANT has the right to remove TENANT's equipment and other property from the Leased Site notwithstanding that same may be considered a fixture under local law; and (iii) that OWNER has no interest in and disclaims any interest to TENANT's equipment and other property. Requests in excess of one (1) per year shall require TENANT to pay OWNER five hundred dollars (\$500) to cover OWNER's cost of providing the certificate.

22) MISCELLANEOUS PROVISIONS

a) OWNER warrants and agrees that OWNER is seized of good and sufficient title to and interest in the Leased Site and has full authority to enter into and execute this Lease and that there are no undisclosed liens, judgments or impediments of title on OWNER's Property that would affect this Lease.

b) This Lease, including attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between OWNER and TENANT, and no verbal agreements or understandings shall be binding upon either OWNER or TENANT, and any addition, variation or modification to this Lease shall be ineffective unless made in writing and signed by the parties.

c) OWNER agrees that OWNER's Property (including, without limitation, the Tower), and all improvements, comply and during the term of this Lease shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at OWNER's sole cost and expense.

d) This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas.

e) This Lease, and each and every covenant and condition herein, is intended to benefit the Leased Site and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

f) The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

g) TENANT agrees that TENANT's property (including, without limitation, the Antenna Facilities), and TENANT's use of the Leased Site, comply and during the term of this Lease

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shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at TENANT's sole cost and expense.

h) If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

i) The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

j) Only qualified and adequately insured agents, contractors or persons under TENANT's direct supervision will be permitted to climb the Tower or to install or remove TENANT's Antenna Facilities from the Tower. OWNER retains the right to permit its own employees and agents and employees and agents of subsequent users of the Tower, to climb the Tower for all purposes that do not interfere with the TENANT's use of the Tower, as long as such subsequent users comply with the non-interference provisions of this Lease.

k) Concurrently with the execution of this Lease, OWNER shall execute before a notary and deliver to TENANT for recording a "Memorandum of Lease Agreement" in the form attached as Exhibit "D", with the same Exhibits "A", "B", and "C" as are attached to this Lease. Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of such jurisdiction. Concurrently with termination of this Lease TENANT shall execute before a notary public and deliver to OWNER and acknowledgement of Lease termination.

IN WITNESS WHEREOF, OWNER and TENANT have duly executed this Lease as of the date first above written.

TENANT:

T-Mobile West LLC, a Delaware limited liability company

By: _____

Name: Harlan Kickhoefer

Title: Sr. Director, Network Engineering & Operations

Date: _____

OWNER:

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CITY OF CELINA

By: _____
Name: _____
Title: _____
Date: _____

Attachment: 0427 Light Farms City of Celina Final TMO Version (T-Mobile Lease Agreement)

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EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

Being a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and being a portion of a tract of land as described in instrument to Lucas Celina 209, Ltd., as recorded in Document No. 20070109000040530 of the Land Records of Collin County, Texas, and being more particularly described as follows:

Commencing at a 5/8 inch iron rod found with yellow cap at the southeast corner of said Lucas Celina 209 tract, said corner also being the southwest corner of a tract of land as described in instrument to Forestar/RPG Land Company, L.L.C., Tract 1, as recorded in Document No. 20070221000239380 of the Land Records of Collin County, Texas;

Thence North 00 degrees 36 minutes 37 seconds West along an east line of said Lucas Celina 209 tract and a west line of said Forestar/RPG tract a distance of 1,500.17 feet to a 5/8 inch iron rod found for an angle point;

Thence North 30 degrees 59 minutes 39 seconds East continuing along a southeasterly line of said Lucas Celina 209 tract and a northwesterly line of said Forestar/RPG tract a distance of 993.25 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" at the Point of Beginning;

Thence North 59 degrees 00 minutes 21 seconds West departing the southeasterly line of said Lucas Celina 209 tract and the northwesterly line of said Forestar/RPG tract a distance of 400.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars"

Thence North 30 degrees 59 minutes 39 seconds East, a distance of 435.60 feet to a 5/8 inch iron rod set with cam stamped "Huitt-Zollars"

Thence South 59 degrees 00 minutes 21 seconds East a distance of 400.00 feet to a 5/8 inch iron rod set with cap stamped "Huitt-Zollars" on a southeasterly line of said Lucas Celina 209 tract and a northwesterly line of said Forestar/RPG tract;

Thence South 30 degrees 59 minutes 39 seconds West along a southeasterly line of said Lucas Celina 209 tract and a northwesterly line of said Forestar/RPG tract a distance of 435.60 feet to the point of Beginning and containing 4.000 acres of land, more or less.

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EXHIBIT "B"

DESCRIPTION OF LEASED SITE

15' X 29' LEASE AREA

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found with cap marked "Huitt Zollars" for the most southerly corner of said Lot 1, Block A, Water Tower Addition At Light Farms, same being the most southerly westerly corner of Light Farms Phase 2A, The Bluestem Neighborhood, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2014-392, Map Records, Collin County, Texas, and being on the northeasterly right-of-way line of Light Farms Way (215' public right-of-way at this point);

THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 02 seconds West, a distance of 10.00 feet to a Point;

THENCE through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, North 30 degrees 57 minutes 58 seconds East, a distance of 336.60 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, the following four (4) courses:

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1. North 59 degrees 02 minutes 01 seconds West, a distance of 15.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
2. North 30 degrees 57 minutes 58 seconds East, a distance of 29.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
3. South 59 degrees 02 minutes 01 seconds East, a distance of 15.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
4. South 30 degrees 57 minutes 58 seconds West, a distance of 29.00 feet to the POINT OF BEGINNING hereof and containing 0.0100 acres or 435 square feet of land, more or less.

15' ACCESS EASEMENT

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found with cap marked "Huitt Zollars" for the most southerly corner of said Lot 1, Block A, Water Tower Addition At Light Farms, same being the most southerly westerly corner of Light Farms Phase 2A, The Bluestem Neighborhood, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2014-392, Map Records, Collin County, Texas, and being on the northeasterly right-of-way line of Light Farms Way (215' public right-of-way at this point);

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THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 01 seconds West, a distance of 365.58 feet to the POINT OF BEGINNING hereof;

THENCE continuing along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 01 seconds West, a distance of 15.00 feet to a Point;

THENCE through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, the following fifteen (15) courses:

1. North 30 degrees 59 minutes 25 seconds East, a distance of 372.74 feet to a Point;
2. Along a curve to the right having a radius of 45.00 feet, an arc distance of 70.69 feet, through a central angle of 90 degrees 00 minutes 24 seconds, and whose chord bears North 75 degrees 59 minutes 37 seconds East, a distance of 63.64 feet to a Point;
3. South 59 degrees 00 minutes 11 seconds East, a distance of 157.47 feet to a Point;
4. Along a curve to the right having a radius of 45.00 feet, an arc distance of 14.77 feet, through a central angle of 18 degrees 48 minutes 43 seconds, and whose chord bears South 49 degrees 35 minutes 49 seconds East, a distance of 14.71 feet to a Point;
5. South 40 degrees 11 minutes 27 seconds East, a distance of 43.06 feet to a Point;
6. Along a curve to the right having a radius of 45.00 feet, an arc distance of 35.37 feet, through a central angle of 45 degrees 01 minutes 59 seconds, and whose chord bears South 17 degrees 40 minutes 28 seconds East, a distance of 34.47 feet to a Point;
7. South 48 degrees 48 minutes 38 seconds East, a distance of 72.95 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northwest corner of the lease area described hereon;

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8. Along the west line of said lease area, South 30 degrees 57 minutes 58 seconds West, a distance of 15.24 feet to a Point;
9. North 48 degrees 48 minutes 38 seconds West, a distance of 84.26 feet to a Point;
10. Along a curve to the left having a radius of 30.00 feet, an arc distance of 30.62 feet, through a central angle of 58 degrees 29 minutes 13 seconds, and whose chord bears North 10 degrees 56 minutes 51 seconds West, a distance of 29.31 feet to a Point;
11. North 40 degrees 11 minutes 27 seconds West, a distance of 43.06 feet to a Point;
12. Along a curve to the left having a radius of 30.00 feet, an arc distance of 9.85 feet, through a central angle of 18 degrees 48 minutes 43 seconds, and whose chord bears North 49 degrees 35 minutes 49 seconds West, a distance of 9.81 feet to a Point;
13. North 59 degrees 00 minutes 11 seconds West, a distance of 157.47 feet to a Point;
14. Along a curve to the left having a radius of 30.00 feet, an arc distance of 47.13 feet, through a central angle of 90 degrees 00 minutes 24 seconds, and whose chord bears South 75 degrees 59 minutes 37 seconds West, a distance of 42.43 feet to a Point;
15. South 30 degrees 59 minutes 25 seconds West, a distance of 372.74 feet to the POINT OF BEGINNING hereof and containing 0.2603 acres or 11,340 square feet of land, more or less.

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10' UTILITY & FIBER EASEMENT

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found with cap marked "Huitt Zollars" for the most southerly corner of said Lot 1, Block A, Water Tower Addition At Light Farms, same being the most southerly westerly corner of Light Farms Phase 2A, The Bluestem Neighborhood, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2014-392, Map Records, Collin County, Texas, and being on the northeasterly right-of-way line of Light Farms Way (215' public right-of-way at this point);

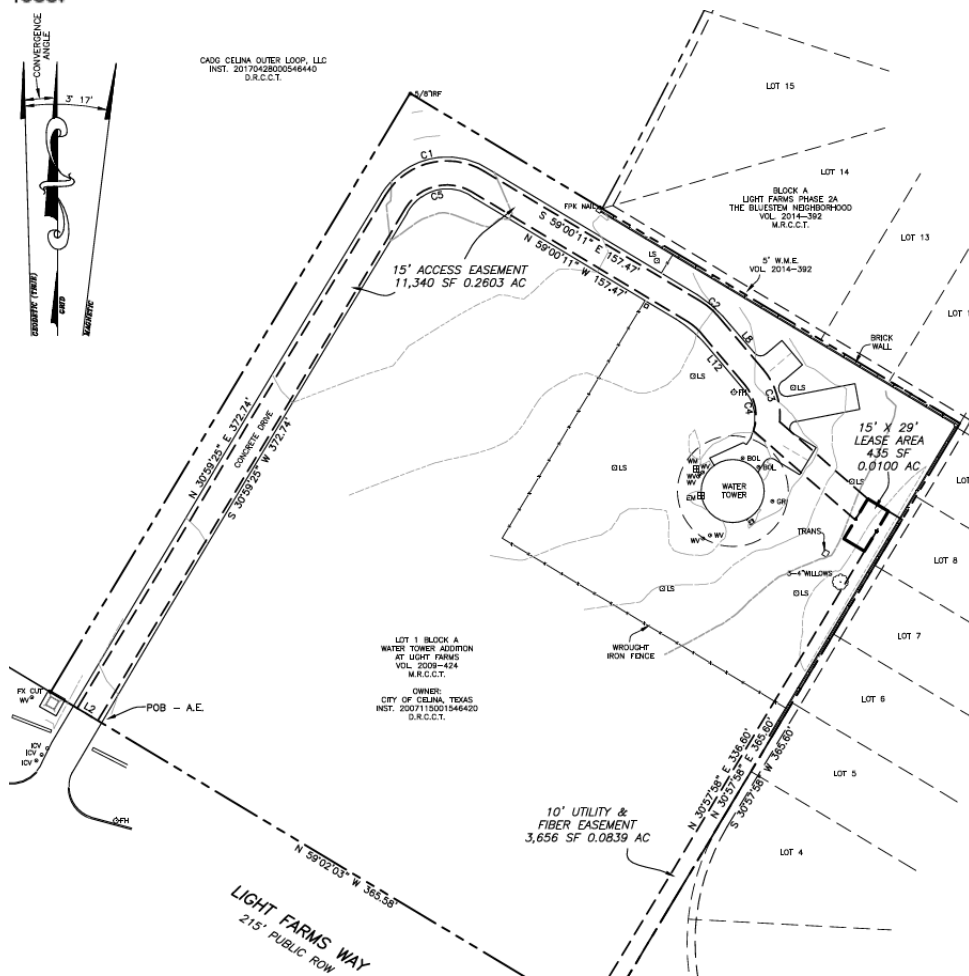
THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 02 seconds West, a distance of 10.00 feet to a Point;

THENCE through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, the following two (2) courses:

1. North 30 degrees 57 minutes 58 seconds East, a distance of 365.60 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northeast corner of the lease area described hereon;
2. South 59 degrees 02 minutes 02 seconds East, a distance of 10.00 feet to a Point on the southeasterly line of said Lot 1, Block A, Water Tower Addition At Light Farms, same being most southerly northwesterly line of Light Farms Phase 2A, The Bluestem Neighborhood;

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THENCE along the southeasterly line of said Lot 1, Block A, Water Tower Addition At Light Farms, same being most southerly northwesterly line of Light Farms Phase 2A, The Bluestem Neighborhood, South 30 degrees 57 minutes 58 seconds West, a distance of 365.60 feet to the POINT OF BEGINNING hereof and containing 0.0839 acres or 3,656 square feet of land, more or less.

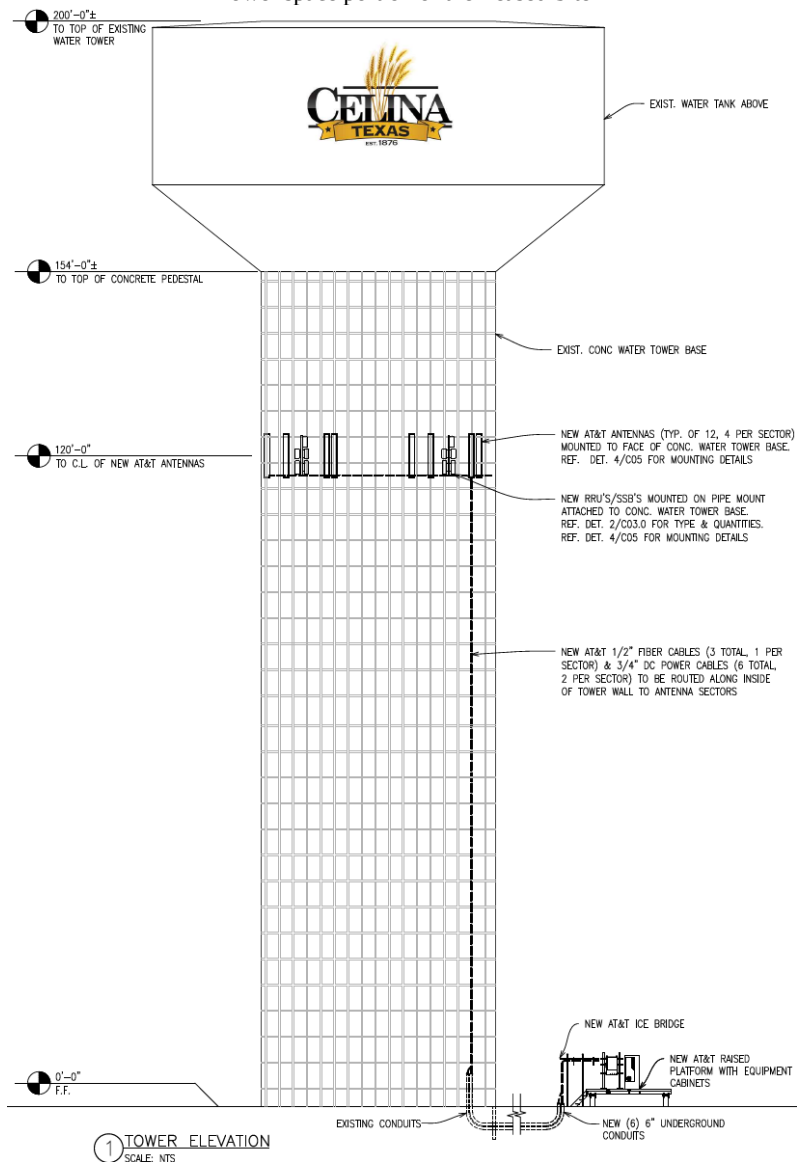


04/30/1804/26/1804/06/18

-26-

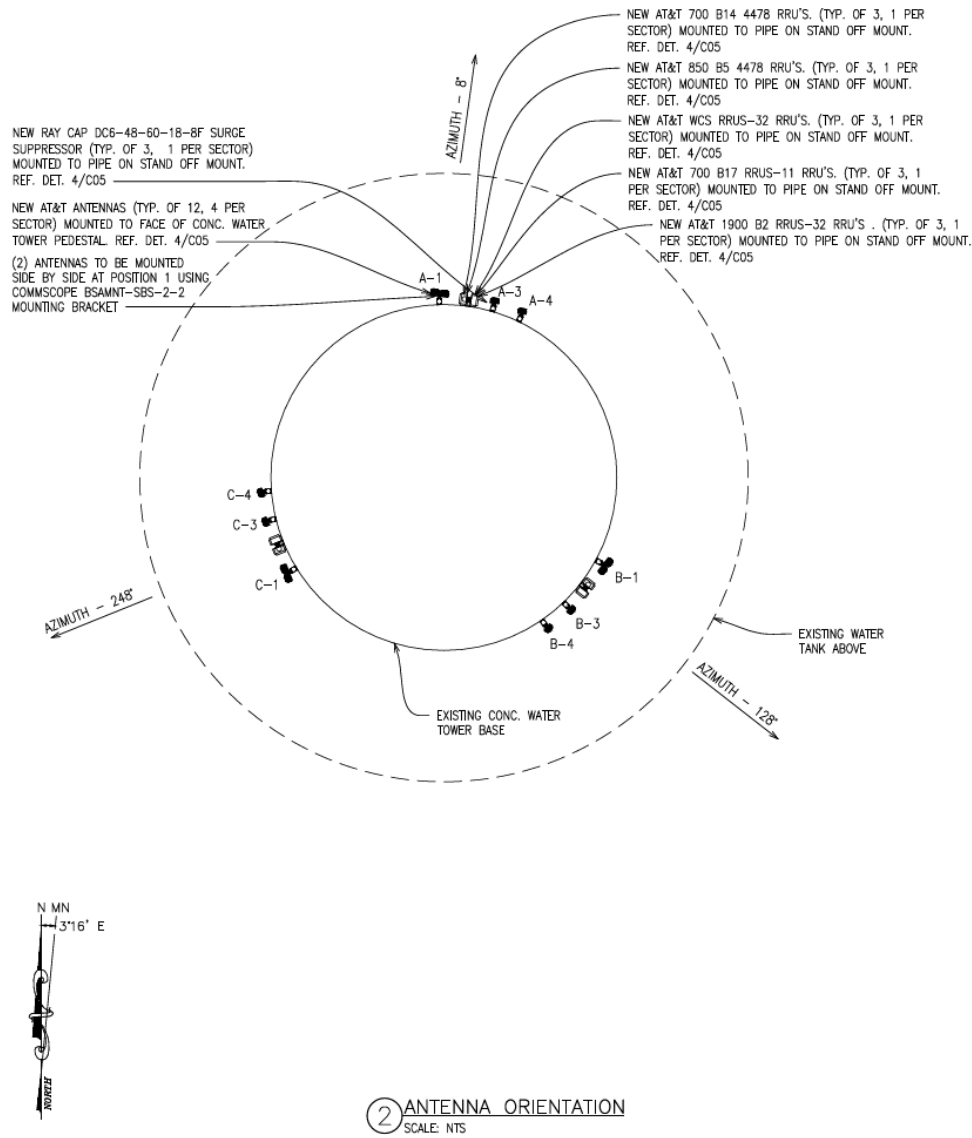
Site Name: City of Celina
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EXHIBIT "C"
 Tower space portion of the Leased Site



04/30/1804/26/1804/06/18

Site Name: City of Celina
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04/30/1804/26/1804/06/18

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EXHIBIT "D"

MEMORANDUM OF LEASE AGREEMENT

This Memorandum made this ____ day of _____, 2018, between the CITY OF CELINA, TEXAS, with its principal mailing address of 142 North Ohio Street, Celina, Texas 75009, hereinafter designated OWNER, T-Mobile West LLC, a Delaware limited liability company, having a mailing address of 12920 SE 38th St, Bellevue, WA 98006 04, for a term of five (5) years with the right to renew for four (4) additional five (5) year terms, plus automatic one (1) year renewals thereafter, unless terminated in accordance with the terms of the Agreement. A copy of the Agreement is on file at the principal office of the OWNER and the TENANT.

2. OWNER hereby leases to TENANT a portion of that certain space on the OWNER's water tower, hereinafter referred to as the Water Tower, located at 1803 Light Farms Way, Prosper, Texas 75078, and more particularly described on attached Exhibit "A", together with a parcel of land sufficient for the installation of TENANT's equipment building as shown on Exhibit "B", attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a twenty five (25) foot wide right-of-way extending from the nearest public right-of-way, to the demised premises, and the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the demised premises, said demised premises and rights-of-way being substantially as described herein in Exhibit "B" and attached hereto and made a part hereof.

3. The Agreement commences on the first (1st) day of the month following the date the Agreement is executed by the parties or the first (1st) day of the month following the date TENANT is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of OWNER and TENANT.

IN WITNESS WHEREOF, hereunto OWNER and TENANT have caused this Memorandum to be duly executed on the day and year first written above.

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Site Number: DA03927A

OWNER:

CITY OF CELINA

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

T-Mobile West LLC, a Delaware limited liability
company

By: _____
Name: Harlan Kickhoefer
Title: Sr. Director, Network Engineering &
Operations
Date: _____

Site Name: City of Celina
Site Number: DA03927A

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ on behalf of said City. He is personally known to me or has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC — STATE OF TEXAS

My commission expires:

(Printed, Typed or Stamped Name of Notary)

STATE OF TEXAS

COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Harlan Kickhoefer , Sr. Director, Network Engineering & Operations T-Mobile West LLC, a Delaware limited liability company on behalf of said company.
He is personally known to me or has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC — STATE OF TEXAS

My commission expires:

(Printed, Typed or Stamped Name of Notary)

04/30/1804/26/1804/06/18

GENERAL NOTES

1.

ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTORS SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.

2.

ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

3.

UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

4.

THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

5.

IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.

6.

THE SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

7.

THE SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.

8.

SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWING MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

9.

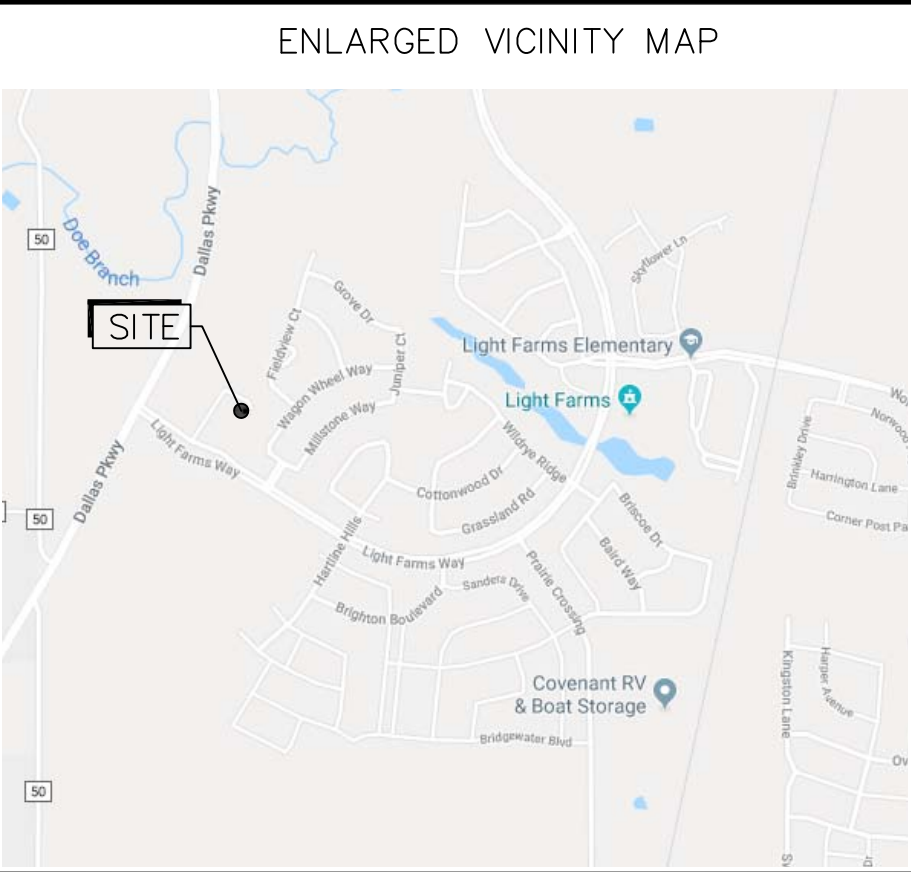
ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORK TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.

10.

GENERAL CONTRACTOR TO RESTORE SITE INCLUDING REPAIR OF IRRIGATION SYSTEM, FILLING OF RUTS WITH IMPORTED TOP SOIL, PLACING AND ROLLING SOLID SOD AND COMPLETING A WALK THROUGH WITH THE CITY.

DRIVING DIRECTIONS

FROM T-MOBILE'S OFFICE IN FRISCO, HEAD WEST ON WARREN PKWY TOWARD RIFLE GAP RD, TURN RIGHT ONTO DALLAS PKWY, USE THE LEFT LANE TO TAKE THE DALLAS PKWY N RAMP, MERGE ONTO DALLAS NORTH TOLLWAY N, CONTINUE ONTO S DALLAS PKWY, TURN RIGHT ONTO LIGHT FARMS WAY, MAKE A U-TURN AT SAGE WAY, DESTINATION WILL BE ON THE RIGHT.



T-Mobile

NEW SITE

SITE NAME:
LIGHT FARMS WT

SITE NUMBER:
DA03927A

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELINA, TX 75009

BUILDING CODES

– INTERNATIONAL BUILDING CODE, CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION.

– NATIONAL ELECTRICAL CODE, CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION.

– INTERNATIONAL MECHANICAL CODE, CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION.

– INTERNATIONAL ENERGY CONSERVATION CODE, CURRENT EDITED AS ADOPTED BY LOCAL JURISDICTION.



APPROVED FOR CONSTRUCTION

PROPERTY OWNER OR REP.

RF

LAND USE PLANNER

NETWORK

T-MOBILE

BACKHAUL

OPERATIONS

CONSTRUCTION MANAGER

SHEET INDEX

T-1

TITLE SHEET

N-1

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N-2

GENERAL NOTES

N-3

GENERAL NOTES

N-4

GENERAL NOTES

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E-2

ELECTRICAL RISER DIAGRAM

E-3

GROUNDING SITE PLAN

E-4

GROUNDING DETAILS

E-5

GROUNDING DETAILS

FINAL CONFIGURATION

– T-MOBILE IS PROPOSING TO ADD: (6) PANELS, (9) RRUs, (3) COVP, (3) HYBRID & (6) PIPE MOUNTS. ADD (1) 10'x12' CONCRETE PAD (WITH A AIRSCALE, SSC, H-FRAME WITH PPC & TELCO AND (1) COVP).

PROJECT SUMMARY

SITE TYPE

EXISTING WATER TOWER
WITH EXISTING RELATED UNMANNED
COMMUNICATION EQUIPMENT
AT THE BASE OF WATER TOWER

CONTRACTORS

DESIGNER

BROADUS SERVICES
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS, TX 76016
PH: (817) 349-3449

SITE INFORMATION

LATITUDE: 32° 16.48' 28.68" (32.27463400)
LONGITUDE: -96° 48.62' 36.97" (-96.81027000)
JURISDICTION: CITY OF CELINA
OCCUPANCY: UNMANNED
ZONING: N/A
CONSTRUCTION TYPE: WATER TOWER

ENGINEER

CLIFF A. ABERNATHY, P.E.
CAA SOLUTIONS, PLCC
1860 FIELD VIEW TRACE
CUMMING, GA 30040
PHONE: (770) 548-8268

APPLICANT

T-MOBILE
7668 WARREN PARKWAY
FRISCO, TX 75034
CONTACT: QUIN CHILDRESS
PH: (214) 505-1077

CONTRACTOR TO CALL 48 HRS
BEFORE DIGGING!!

LANDLORD

CITY OF CELINA
142 N OHIO STREET
CELINA, TX 75009
PH: (972) 382-2682

INDEPENDENT LOCATOR
TO BE USED ON ALL SITES

Texas 811

Know what's below.
Call before you dig.

7.X.b

DRAWN BY: SN

REVIEWED BY: EPB

CHECKED BY: EPB

APPROVED BY: EPB

JOB NUMBER: DA03927A

REV

DESCRIPTION

DATE

PCD

REV 0

PRELIM

CDS

04/12/18

BROADUS

services

4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

EPB ASSOCIATES, INC.

Civil + Structural Engineers
TX Registration No. F-9923
4101 McEwen Rd., #235
Dallas, Texas 75244
(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELINA, TX 75009

SHEET NAME:
TITLE SHEET

SHEET #
T-1

Packet Pg. 367

Attachment: 0427 TMobile Site (T-Mobile Lease Agreement)

DIVISION 1 – GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 INTENT

- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
- C. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- D. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- E. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY T-MOBILE WITHOUT ISSUING A CHANGE ORDER.

1.2 CONFLICTS

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY BE FOUND SHALL BE SUBMITTED TO T-MOBILE FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
- B. THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER MIGHT HAVE FULLY INFORMED THEMSELVES PRIOR TO THE BIDDING.
- C. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

1.3 CONTRACTS AND WARRANTIES

- A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.
- B. SEE MASTER CONTRACT SERVICES AGREEMENT FOR ADDITIONAL DETAILS.

1.4 STORAGE

ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

1.5 CLEAN UP

- A. THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA, INCLUDING ALL THEIR TOOLS, SCAFFOLDING AND SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE.
- B. EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.

C. INTERIOR: VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER FROM WALLS/FLOOR/CEILING.

1. REMOVE ALL TRACES OF SPLASHED MATERIAL FROM ADJACENT SURFACES.
2. REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

1.6 CHANGE ORDER PROCEDURE

- A. CHANGE ORDERS MAY BE INITIATED BY T-MOBILE AND/OR THE CONTRACTOR INVOLVED. THE CONTRACTOR, UPON VERBAL REQUEST FROM T-MOBILE SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO T-MOBILE WITHIN 24 HRS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY T-MOBILE SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

1.7 RELATED DOCUMENTS AND COORDINATION

- A. GENERAL CARPENTRY, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, THE CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

1.8 SHOP DRAWINGS

- A. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO T-MOBILE FOR APPROVAL.
- B. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUBMITTAL TO T-MOBILE.

1.9 PRODUCTS AND SUBSTITUTIONS

- A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT OR FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
- B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY T-MOBILE SUBMIT ACTUAL SAMPLES TO T-MOBILE FOR APPROVAL IN LIEU OF CUT SHEETS.

1.10 QUALITY ASSURANCE

- A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE FOLLOWING:
- ANSI/EIA – 222 – F
- UNIFORM BUILDING CODE (UBC) 1997
- NATIONAL ELECTRICAL CODE (NEC) WITH LOCAL AMENDMENTS 1999
- UNDERWRITER LABORATORIES APPROVED ELECTRICAL PRODUCTS
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
- LIFE SAFETY CODE NFPA – 101–2000

1.11 ADMINISTRATION

- A. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO T-MOBILE PRIOR TO THE COMMENCEMENT OF ANY WORK.
- B. SUBMIT A BAR TYPE PROGRESS CHART NOT MORE THAN 3 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE, INDICATING A TIME BAR FOR EACH MAJOR CATEGORY OR UNIT OF WORK TO BE PERFORMED AT SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION OF THE WORK SUFFICIENTLY IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE WORK.

C. PRIOR TO COMMENCING CONSTRUCTION, T-MOBILE SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) T-MOBILE PROJECT MANAGER, CONTRACTOR, OWNER REPRESENTATIVE, LOCAL TELEPHONE COMPANY, TOWER ERECTION FOREMAN (IF SUBCONTRACTED).

D. CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A BEEPER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY T-MOBILE, NOR WILL WIRELESS SERVICE BE ARRANGED.

E. DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES. CONTRACTOR WILL COMPLY WITH ALL OSHA SAFETY REQUIREMENTS IN THEIR AGREEMENT.

F. PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO T-MOBILE.

G. COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.

H. NOTIFY T-MOBILE / PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.

I. GENERAL CONTRACTOR SHALL PROVIDE WITHIN 48 HOURS OF CONSTRUCTION, BEFORE & AFTER PHOTOS OF CONSTRUCTION FROM ALL SIDES IN AND OUT OF COMPOUND.

J. GENERAL CONTRACTOR TO PROVIDE COPIES OF ALL INSPECTION RELEASES FROM THE GOVERNING MUNICIPALITIES WITHIN 48 HOURS AFTER CONSTRUCTION.

1.12 INSURANCE AND BONDS

- A. CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.
- B. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.
- C. CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.

DIVISION 2 – SITE WORK AND DRAINAGE

02000 EARTHWORK, EXCAVATION AND GRADING

PART 1 GENERAL

1.1 WORK INCLUDED: REFER TO THE SURVEY AND SITE PLAN FOR WORK INCLUDED.

1.2 RELATED WORK

- A. CONSTRUCTION FOR EQUIPMENT FOUNDATION
- B. INSTALLATION OF ANTENNA SUPPORT SYSTEM
- C. ERECTION OF FENCE

1.3 DESCRIPTIONS

A. ACCESS ROAD, TURNAROUND AREAS, AND SITES ARE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.

1.4 QUALITY ASSURANCE

A. VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, WILL BE PLACED AND MAINTAINED AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.

1.5 SEQUENCING

- A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
- B. GRUB THE COMPLETE ROAD AND SITE AREA PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB- BASE MATERIAL.
- C. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ALONG ACCESS DRIVE, IN ACCORDANCE WITH ALL LOCAL, STATE & FEDERAL RULES.

D. THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS.

E. IF REQUIRED, GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING THE SITE AND ACCESS ROAD TO BASE COURSE ELEVATION. WATER TO ENSURE GROWTH.

F. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.

1.6 SUBMITTALS

A. BEFORE CONSTRUCTION

1. IF LANDSCAPING IS APPLICABLE TO THE SCOPE OF THE CONTRACT, REFER TO THE LANDSCAPING PLAN INCLUDED HEREIN. IF A LANDSCAPE ALLOWANCE WAS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PLANT MATERIALS WITH COSTS UNDER NURSERYMAN'S LETTERHEAD. GENERAL CONTRACTOR SHALL REFER TO SITE PLAN FOR LANDSCAPING REQUIREMENT.
2. SUBMIT FOR APPROVAL THE SPECIFICATIONS OF THE PROPOSED SURFACE COURSE MATERIAL.

B. AFTER CONSTRUCTION

1. MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER, IF REQUIRED.
2. LANDSCAPING WARRANTY STATEMENT, IF REQUIRED.

1.7 WARRANTY

- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE OF SURROUNDING PROPERTY CAUSED BY CONSTRUCTION.
- B. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- C. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 PRODUCTS

2.1 MATERIALS

- A. ROAD AND SITE MATERIALS: FILL MATERIAL – ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH LOCAL DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION STANDARD SPECIFICATION.
- B. SOIL STABILIZER FABRIC SHALL BE MIRAFI – 500X.
- C. NON-STRUCTURAL SITE CONCRETE SHALL BE 3000 PSI BREAKING STRENGTH AT 28 DAYS. COMPLY WITH GENERAL PROVISIONS OF DIVISION 3 CONCRETE SPECIFICATIONS.

2.2 EQUIPMENT

- A. COMPACTING SHALL BE ACCOMPLISHED BY MECHANICAL MEANS. LARGER AREAS SHALL BE COMPACTED BY SHEEPS FOOT, VIBRATORY OR RUBBER TIED ROLLERS WEIGHING AT LEAST FIVE TONS. WATER TREATMENT MAY BE REQUIRED TO OBTAIN COMPACTION. SMALLER AREAS SHALL BE COMPACTED BY POWER-DRIVER, HAND HELD TAMPERS.

PART 3 EXCAVATION

3.1 INSPECTIONS: LOCAL BUILDING INSPECTION SHALL BE NOTIFIED NO LESS THAN 48 HRS. IN ADVANCE OF CONCRETE POURS.

3.2 PREPARATION

- A. CLEAR TREES, BRUSH AND DEBRIS FROM SITE AREA AND ACCESS ROAD RIGHT OF WAY AS REQUIRED.
- B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX INCHES BELOW ORIGINAL GROUND LEVEL.
- C. UNLESS OTHERWISE INSTRUCTED BY THE OWNER, REMOVE TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
- D. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, REMOVE SOFT SPOTS AND COMPACT TO 85% STANDARD PROCTOR.
- E. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE GRUBBED AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.

7.X.b

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:		DA03927A	
REV	DESCRIPTION	DATE	
PCD	REV 0	PRELIM CDS	04/12/18

BROADUS
services

4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

EPB ASSOCIATES, INC.

Civil + Structural Engineers
TX Registration No. F-9923
4101 McEwen Rd., #235
Dallas, Texas 75244
(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:	DA03927A
SITE NAME:	LIGHT FARMS WT
SITE ADDRESS:	1803 LIGHT FARMS WAY CELESTIA, TX 75009

SHEET NAME:	SHEET #
GENERAL NOTES	N-1

PART 3 EXCAVATION (CONTINUED)

3.3 INSTALLATION

- A. THE SITE AND TURNAROUND AREAS SHALL BE AT THE SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS. GRADE OR FILL THE SITE AND ACCESS ROAD AS REQUIRED WITH THE SOIL RESULTING FROM EXCAVATING THE FOUNDATIONS (PROVIDE EVEN DISTRIBUTION). THE ELEVATIONS ARE TO BE CALCULATED FROM THE RESULTING GRADE.
- B. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF THE OWNERS LEASE PROPERTY UNLESS AUTHORIZED BY PROJECT MANAGER, IN WRITING.
- C. THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION.
- D. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
- E. THE CONTRACT INCLUDES ALL NECESSARY GRADING, BANKING, DITCHING AND UNLESS OTHERWISE INDICATED, COVERING TWO INCHES OF SURFACE COURSE. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE SITE, COMMENCING AT THE POINT OF INTERSECTION WITH THE NEAREST PUBLIC THOROUGHFARE, ARE INCLUDED IN SCOPE UNLESS OTHERWISE NOTED.
- F. WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
- G. PLACE FILL OR STONE IN SIX INCH MAXIMUM LIFTS AND COMPACT BEFORE PLACING NEXT LIFT.
- H. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL BE WITHIN COMPOUND WALLS.
- I. RIPRAP SHALL BE APPLIED TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS AND TO ALL OTHER SLOPES GREATER THAN 2 : 1.
- J. RIPRAP SHALL BE APPLIED TO THE SIDES OF DITCHES OR DRAINAGE SWALES AS INDICATED ON PLANS.
- K. RIPRAP ENTIRE DITCH FOR SIX FEET IN ALL DIRECTIONS AT CULVERT OPENINGS.
- L. SEED, FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS AND DITCHES, DRAINAGE, SWALES, NOT OTHERWISE RIPRAPPED.
- M. UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES OR CULVERTS BE PLACED SO THEY DIRECT WATER TOWARDS, OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SITE. IF OWNER DESIGNS OR ELEVATIONS CONFLICT WITH THIS GUIDANCE ADVISE THE OWNER IMMEDIATELY, IN WRITING.
- N. IF DITCH LIES WITH SLOPES GREATER THAN TEN PERCENT, MOUND DIVERSIONARY HEADWALLS IN THE DITCH AT RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX FEET ABOVE THE CULVERT ENTRANCE.
- O. SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEEDED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
- P. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
- Q. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS BY WATERING UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

3.4 FIELD QUALITY CONTROL

- A. COMPACTION SHALL BE 95% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 FOR SITE WORK AND 95% UNDER SLAB AREAS. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE.

3.5 PROTECTION

- A. PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATIVE.
- B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE AND SECURED TO 2" x 2" x 4' STEEL ANGLE EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.
- C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.

02830 FENCE (IF REQUIRED)

PART 1 GENERAL

- 1.1 WORK INCLUDED: REFER TO THE SITE PLANS FOR SIZE AND LOCATION OF FENCE AND GATES TO BE INSTALLED.
- 1.2 RELATED WORK
- A. COORDINATE FENCE GROUNDING WITH ELECTRICAL SUBCONTRACTOR.
- B. REFER TO DIVISION 2 - CONCRETE FOR SPECIFICATION OF CONCRETE AND GROUT.
- 1.3 QUALITY ASSURANCE
- A. ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION WILL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL NOT BE LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE E ZINC, 1.8 OUNCES PER SQUARE FOOT.
- 1.4 SEQUENCING
- A. IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE ELEVATION PRIOR TO FENCE CONSTRUCTION, FENCE POST EXCAVATION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SAID SURFACE COURSE.
- B. CERTIFICATE OF COMPLIANCE THAT SPECIFICATIONS HAVE BEEN MET.
- 1.5 SUBMITTALS
- A. MANUFACTURER'S DESCRIPTIVE LITERATURE.
- B. CERTIFICATE OF COMPLIANCE THAT SPECIFICATIONS HAVE BEEN MET.
- 1.6 APPLICABLE STANDARDS

ASTM-A53 SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS FOR ORDINARY USES.

ASTM-A123 ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.

ASTM-A153 STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.

ASTM-A392 SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE FABRIC.

ASTM-A491 SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FENCE FABRIC.

ASTM-A653 STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.

ASTM-A570 SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP STRUCTURAL QUALITY.

ASTM-A585 SPECIFICATION FOR ALUMINUM COATED STEEL BARBED WIRE.

FEDERAL SPECIFICATION RR-F-191-FENCING, WIRE AND POST METAL (GATES, CHAIN LINK FENCE FABRIC AND ACCESSORIES).

PART 2 PRODUCTS

2.1 FENCE MATERIAL

- A. ALL FABRIC WIRE, RAILS, POLES, HARDWARE AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.
- B. FABRIC SHALL BE SIX FOOT HIGH (VERIFY WITH PROJECT MANAGER) TWO-INCH CHAIN LINK MESH OF NO. 9 (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP AND BOTTOM EDGES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-392 CLASS 1.
- C. ALL POSTS SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE AND SHALL BE TYPE 1 ASTM A-128 AND OF THE FOLLOWING DIAMETER (OD PER FENCE INDUSTRY STANDARD).
- | | |
|--------|--------------|
| LINE | 1-7/8 INCHES |
| CORNER | 3 INCHES |
| GATE | 3 INCHES |
- D. ALL TOP AND BRACE RAILS SHALL BE 1 1/4" DIAMETER SCHEDULE- 40 MECHANICAL SERVICE PIPE. FRAMES SHALL HAVE WELDED CORNERS.

- E. GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
- F. GATE HINGES SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 6409, 188 DEGREE ATTACHMENT, OR EQUAL.
- G. THE GUIDE (LATCH ASSEMBLY) SHALL BE MERCHANTS METAL MODEL 2083, OR EQUAL.
- H. LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.
- I. ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION.
- J. DOUBLE GATES SHALL HAVE A FULL HEIGHT PLUNGER BAR WITH DOME CAP.
- K. A NO. 9 GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS.
- L. PLACE A SIX INCH BY 1/2 INCH DIAMETER EYE-BOLT TO HOLD TENSION WIRE AT LINE POSTS.
- M. STRETCHER BARS SHALL BE 3/16 INCH BY 3/4 INCH OR HAVE EQUIVALENT CROSS SECTIONAL AREA.
- N. ALL CORNER GATE AND END PANELS SHALL HAVE A 3/8" TRUSS ROD WITH TURNBUCKLES.
- O. ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAP AND BARBED WIRE SUPPORTING ARM. GATE POSTS SHALL HAVE A DOME CAP.
- P. OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO TIE CLIPS, BAND CLIPS AND TENSION BAND CLIPS.
- Q. BARBED WIRE GATE GUARDS SHALL BE FITTED WITH DOME CAPS.
- R. BARBED WIRE SUPPORT ARMS SHALL BE CAST IRON WITH SET BOLT AND LOCK WIRE IN THE ARM.
- S. ALL CAPS SHALL BE CAST STEEL.

PART 3 EXECUTION

- 3.1 EQUIPMENT: EXCAVATE POST HOLES WITH MECHANICAL AUGER EQUIPMENT.
- 3.2 INSPECTION: EXCAVATE POST HOLES PER CONSTRUCTION DOCUMENTS. CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS.
- 3.3 INSTALLATION
- A. POST FOUNDATIONS SHALL HAVE A MINIMUM SIX-INCH CONCRETE COVER UNDER POST.
- B. ALL FENCE POSTS SHALL BE VERTICALLY PLUMB WITHIN ONE INCH IN EIGHT FEET.
- C. AT CORNER POSTS, GATE POST AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BAND-CLIPS AT 15 INCH INTERVALS.
- D. AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND-CLIPS AT 15 INCH INTERVALS.
- E. ATTACH FABRIC TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH TIE CLIPS AT TWO FOOT INTERVALS.
- F. A MAXIMUM GAP OF TWO INCHES WILL BE PERMITTED BETWEEN THE CHAIN LINK FABRIC AND THE FINAL GRADE.
- G. GATES SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.
- H. CONCRETE FOR FENCE POSTS SHALL HAVE A MINIMUM OF 2,500 PSI BREAKING STRENGTH AT 28 DAYS.
- 3.4 PROTECTION: UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT COLOR TO MATCH THE GALVANIZING PROCESS.

DIVISION 13 - SPECIAL CONSTRUCTION

13100 TOWER & ANTENNA INSTALLATION

PART I GENERAL

- 1.1 WORK INCLUDED
- A. IF REQUIRED, ERECT FURNISHED TOWER.
- B. GROUND TOWER TEMPORARILY DURING ERECTION. GROUNDING SHALL INCLUDE BASE(S) AND ANCHORS.
- C. IF REQUIRED, INSTALL THREE (3) SIDE ARMS, CONSISTING OF THREE (3) 6'-0" AS INDICATED ON DRAWINGS - CONFIRM WITH OWNER REPRESENTATIVE.
- D. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND OWNER SPECIFICATIONS.
- E. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.
- F. INSTALL FURNISHED GALVANIZED STEEL WAVEGUIDE LADDER.
- G. INSTALL WAVEGUIDE BRIDGE AS INDICATED ON DRAWING.
- H. SUPPLY AND INSTALL ONE INSULATED GROUND BAR AT EQUIPMENT CABINET.
- I. INSTALL GROUNDING STRAP KITS WITH LONG BARREL COMPRESSION LUGS (SIM. TO ANDREW-223700TBD OR APPROVED EQUAL) AT TOWER BASE BEFORE ENTERING THE EQUIPMENT. GROUNDING STRAPS TO BE CONNECTED TO INSULATED GROUND BAR.
- J. ASSIST OWNER TECHNICIANS IN PERFORMING SWEEP TEST OF INSTALLED COAX.
- K. CONCRETE PIERS FOR FOUNDATIONS SHALL BE DRILLED AND POURED ON THE SAME DAY.

2.2 RELATED WORK

2.3 REQUIREMENTS OF REGULATOR AGENCIES

- A. FURNISH U.L. LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE, INSTALL IN CONFORMANCE WITH U.L. STANDARDS WHERE APPLICABLE.
- B. INSTALL ANTENNA, ANTENNA CABLES, GROUNDING SYSTEM IN ACCORDANCE WITH DRAWINGS AND SPECIFICATION IN EFFECT AT PROJECT LOCATION AND RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES, SPECIAL CODES HAVING JURISDICTION OVER SPECIFIC PORTIONS OF WORK. THIS INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:
- EIA - ELECTRONIC INDUSTRIES ASSOCIATION EIA22F. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
 - FAA - FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 70/7460-IH, OBSTRUCTION MARKING AND LIGHTING.
 - FCC - FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM 715, OBSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND FORM 715A, HIGH INTENSITY OBSTRUCTION LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.
 - AISC - AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.
 - NEC - NATIONAL ELECTRICAL CODE - ON TOWER LIGHTING KITS.
 - UL - UNDERWRITER'S LABORATORIES APPROVED ELECTRICAL PRODUCTS.
 - IN ALL CASES, PART 77 OF THE FAA RULES AND PARTS 17 AND 22 OF THE FCC RULES ARE APPLICABLE AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.
 - 1990 LIFE SAFETY CODE NPPA - 101.

7.X.b

DRAWN BY: SN	REVIEWED BY: EPB
CHECKED BY: EPB	APPROVED BY: EPB
JOB NUMBER: DAO3927A	
REV	DESCRIPTION
PCD REV 0	PRELIM CDS
04/12/18	

BROADUS
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SITE NUMBER: DAO3927A	SITE NAME: LIGHT FARMS WT
SITE ADDRESS: 1803 LIGHT FARMS WAY CELTINA TV 75000	

SHEET NAME: GENERAL NOTES	SHEET # N-2
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DIVISION 16 – GENERAL ELECTRIC

GENERAL ELECTRICAL PROVISION

1. SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
2. CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATIONS TEST, AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
3. HEIGHTS SHALL BE VERIFIED WITH T–MOBILE PRIOR TO INSTALLATION.
4. THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
5. ELECTRICAL SERVICE 120 / 240 SINGLE PHASE 3 WIRE 200 AMP SERVICE.
6. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANEL BOARD, PULL BOX, J–BOX, WITCH BOX, ETC., IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.).
7. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
8. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED "J" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBFU.
9. ALL CONDUIT INSTALLED SHALL BE SURFACE MOUNTED OR DIRECT BURIAL UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL CARRY OUT THEIR WORK IN ACCORDANCE WITH ALL GOVERNING STATE, COUNTY AND LOCAL CODES AND O.S.H.A.
11. CONTRACTOR SHALL SECURE ALL NECESSARY BUILDING PERMITS AND PAY ALL REQUIRED FEES.
12. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY T–MOBILE. ANY WORK, MATERIAL OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
13. ALL CONDUIT SHALL HAVE A PULL WIRE OR ROPE.
14. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS AND CIRCUITS.
15. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC., SHALL BE TURNED OVER TO T–MOBILE AT JOB COMPLETION.
16. USE T–TAP CONNECTIONS ON ALL MULTI– CIRCUITS WITH COMMON NEUTRAL CONDUCTOR FOR LIGHTING FIXTURES.
17. ALL CONDUCTORS SHALL BE COPPER.
18. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
19. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES.
20. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
21. PENETRATIONS IN FIRE RATED WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH APPLICABLE LOCAL BUILDING CODES.
22. WIRE AND CABLE CONDUCTORS SHALL BE COPPER #12 AWG MINIMUM UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.
23. GROUNDING CONDUCTORS SHALL BE SOLID TINNED COPPER UNLESS OTHERWISE NOTED.
24. METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS, MANUFACTURED BY "SQUARE D COMPANY", OR APPROVED EQUAL.

25. ALL MATERIALS SHALL BE U.L. LISTED.
26. CONDUIT

A. RIGID CONDUIT (INSTALLED IN OR UNDER CONCRETE SLABS IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS, OR EXPOSED ON BUILDING EXTERIOR) SHALL BE UL LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.

B. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL, FITTING SHALL BE GLAND RING COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.

C. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE, SEAL TIGHT FLEXIBLE CONDUIT. ALL CONDUIT SHALL HAVE FULL SIZE EQUIPMENT GROUND WIRE.

D. CONDUIT RUNS SHALL BE SURFACE MOUNTED IN CEILINGS OR WALLS UNLESS INDICATED OTHERWISE. CONDUIT INDICATED SHALL RUN PARALLEL OR AT RIGHT ANGLES TO CEILING, FLOOR OR BEAMS. VERIFY EXACT ROUTING OF ALL EXPOSED CONDUIT WITH T–MOBILE AND OWNER PRIOR TO INSTALLING. NO HORIZONTAL CONDUITS SHALL BE BELOW 7'–6" A.F.F. NO BX OR ROMEX CABLE IS PERMITTED.

E. PARALLEL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 30" BELOW GRADE – STACKED UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 30" BELOW GRADE. (REF. DTL 5/E–2.)

F. ABOVE GROUND CONDUIT SHALL BE P.V.C. SCHEDULE 80 (UNLESS NOTED OTHERWISE).
27. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.
28. COORDINATE THE ELECTRICAL SERVICE WITH THE UTILITY COMPANY, AND PROVIDE DAILY UPDATES TO PM UNTIL FINAL ELECTRICAL SERVICE IS EFFECTED.
29. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUND TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
30. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.

GROUNDING STANDARDS

- 1.0 DEFINITIONS

AGB– ANTENNA GROUND BAR

AWG– AMERICAN WIRE GAUGE

CAD WELDING– AN EXOTHERMIC WELDING PROCESS WHICH CREATES POSITIVE CONTACT OF GROUNDING CONDUCTORS

EMT– ELECTRICAL METAL TUBING (LIGHT GAUGE METAL CONDUIT)

MGB– MASTER GROUND BAR

PVC– POLY VINYL CHLORIDE CONDUIT

RFI– RADIO FREQUENCY INTERFERENCE

THW– LETTER TYPE DESIGNATION FOR CONDUCTOR INSULATION THAT IS A MOISTURE AND HEAT RESISTANT THERMOPLASTIC WITH A MAXIMUM OPERATING TEMPERATURE OF 75° CELSIUS OR 167° FAHRENHEIT.

T/I– TENANT IMPROVEMENT
- 2.0 BACKGROUND

2.1 AREAS OF CONCERN: WHEN DESIGNING A GROUNDING SYSTEM FOR A MOBILE RADIO FACILITY THERE ARE FOUR INTERRELATED AREAS OF CONCERN. THE BASIC OBJECTIVE FOR EACH IS:

A. LIGHTNING PROTECTION – TO MAINTAIN ALL EQUIPMENT AT THE SAME POTENTIAL DURING A LIGHTNING IMPULSE.

B. RFI FOR NOISE INDUCTION CONTROL – TO ESTABLISH THE LOWEST POSSIBLE IMPEDANCE AMONG ALL EQUIPMENT.

C. ELECTROSTATIC CONTROL – TO REDUCE ELECTROSTATIC DISCHARGE PROBLEMS.

D. PERSONNEL SAFETY – TO MAINTAIN A MINIMUM VOLTAGE DIFFERENCE BETWEEN ANY TWO METALLIC OBJECTS WHICH PERSONNEL MIGHT CONTACT SIMULTANEOUSLY.

- 2.2 A/C GROUNDING:

IN THIS GROUNDING SYSTEM THE A/C SERVICE GROUND SHALL BE KEPT ISOLATED FROM THE EQUIPMENT FRAME WORK AND LIGHTNING PROTECTION GROUND SYSTEMS EXCEPT FOR ONE SPECIFIC POINT.

THIS POINT IS THE MAIN GROUNDING POINT OF THE SYSTEM. THIS WOULD TYPICALLY BE CONNECTING THE A/C SERVICE GROUND AT THE COMMERCIAL POWER RISER POLE DISCONNECT/METER BASE TO THE EXTERNAL GROUND RING. ALL GROUNDING CONNECTIONS INSIDE OF CABINETS SHALL BE SCRAPPED TO BARE METAL AND COATED WITH NOALOX.

- 2.3 LIGHTNING CONSIDERATIONS:

LIGHTNING DAMAGE OCCURS FROM EITHER INDUCTION OR FROM AN ACTUAL DIRECT STRIKE TO THE BUILDING, USUALLY TAKEN THROUGH THE TOWER AND/OR ANTENNAS. STRIKES TO OTHER NEARBY OBJECTS INDUCE HIGH ENERGY INTO POWER OR TELEPHONE CABLES ENTERING THE BUILDING. THIS TYPE OF EFFECT HISTORICALLY CAUSES MOST OF THE DAMAGE TO THE BUILDING AND ITS CONTENTS.
- 3.0 STATION GROUNDING SYSTEM
- 3.1 MATERIALS:

A. #2 AWG, BARE SOLID TINNED COPPER WIRE, FOR ALL EXTERIOR CONDUCTORS AND TOWER GROUND BAR CONDUCTORS OR AS OTHERWISE SPECIFIED. GROUNDS TO THE LNAs SHALL BE NO. 6 STANDARD GREEN INSULATED JUMPERS. THE GROUND WIRE TO THE MGB SHALL BE GREEN JACKETED STRANDED #2 TINNED WIRE BURNDY CONNECTED TO THE BUSS BAR AND CONNECTED TO THE GROUND RING ON A GROUND ROD.

B. #2 AWG, INSULATED STRANDED COPPER CABLE IS ACCEPTABLE FOR INTERIOR GROUND BAR CONDUCTORS ON T/I SITES.

C. 5/8" X 8'–0" GROUND RODS OF SOLID COPPER, STAINLESS STEEL OR COPPER CLAD HIGH STRENGTH STEEL.

D. ABOVE GRADE CONNECTIONS SHALL BE BURNDY HYGROUND COMPRESSION. BELOW GRADE CONNECTIONS SHALL BE CAD WELD OR OTHER APPROVED EXOTHERMIC WELDING SYSTEM FOR BONDING AS SPECIFIED.

E. XIT OR ADVANCED GROUNDING ELECTRODE (AGE), ALL CHEMICAL GROUND RODS SHALL BE UL APPROVED.

F. SOLID COPPER PLATES OF MINIMUM 3'X3'X1/4" SIZE AS SPECIFIED.

G. NOALOX OR APPROVED EQUAL CONDUCTIVE MEDIUM MATERIAL SHALL BE USED IN ALL MECHANICAL CONNECTIONS.

H. #6 AWG STRANDED INSULATED (GREEN) FOR ALL INTERNAL EQUIPMENT GROUNDING.

I. MECHANICAL FASTENERS (I.E., DOUBLE LUGS, SPLIT BOLTS PARALLEL CONNECTORS) SHALL BE BRONZE, BRASS, COPPER OR STAINLESS STEEL AND HAVE NOALOX BETWEEN CONDUCTOR AND CONNECTION.

J. BOLTS, NUTS AND SCREWS USED TO FASTEN MECHANICAL CONNECTORS SHALL BE STAINLESS STEEL WITH STAR TYPE STAINLESS STEEL LOCK WASHERS.

K. ALL LUG TUBE FASTENERS SHALL PROVIDE TWO HOLES TO ALLOW A DOUBLE BOLT CONNECTION.

- 3.2 MASTER GROUND BAR (MGB):

THE PURPOSE OF THE MASTER GROUND BAR IS TO GROUND THE BTS AND ANY OTHER METALLIC OBJECTS AROUND THE BTS.

IF AN MGB IS NOT PROVIDED WITH THE BTS, THE MGB SHALL BE AS FOLLOWS:

THE MGB IS A COPPER BAR MEASURING 4"W X 24"L X 1/4 " LOCATED AS CLOSE TO THE BTS AS POSSIBLE. THE MGB SHALL HAVE A MINIMUM NUMBER OF 28 EACH 3/8" HOLES. GROUND BAR SHALL BE SUPPORTED BY MOUNTING BRACKETS WITH INSULATOR STANDOFFS. (2) #2 TINNED SHALL BE MECHANICALLY ATTACHED (2 HOLE COMPRESSION LUG 3/8" HOLES, 1" CENTER TO CENTER SPACING) TO THE MGB AND DOWN LEADS THEN TAKEN THROUGH CONDUIT TO THE GROUND RING. THIS CONDUCTOR SHALL BE KEPT SEPARATE AND ISOLATED UNTIL TERMINATING AT THE MAIN GROUNDING POINT, (I.E. EXTERIOR GROUND RING OR BUILDING STEEL).
- 3.3 ANTENNA GROUND BAR (AGB):

THE PURPOSE OF THE ANTENNA GROUND BAR IS PRIMARILY FOR LIGHTNING PROTECTION. COAXIAL CABLE IS USUALLY THE ONLY ITEM GROUNDED TO THIS BAR. HOWEVER IT IS ACCEPTABLE TO BOND EXTERIOR; CABLE TRAY, WAVE GUIDE PORTS AND CANTILEVERED WAVE GUIDE BRIDGES TO THE AGB.

THE AGB IS A COPPER BAR MEASURING 4"W X 24"L X 1/4" ON WHICH THE COAXIAL CABLE FROM THE ANTENNAS ARE PRIMARILY GROUNDED. THERE SHALL BE TWO AGBS, ONE LOCATED AT THE TOP OF THE TOWER AT THE START OF THE VERTICAL RUN OF COAX, THE OTHER AT THE BOTTOM OF THE VERTICAL RUN OF COAX BEFORE IT MAKES ITS BEND. (IF THE TOWER IS OVER 200 FEET THERE SHALL BE A THIRD AGB LOCATED AT HE MIDDLE OF THE TOWER). THE AGB SHALL HAVE A MINIMUM OF 28 EACH 3/8"

HOLES. GROUND BARS SHALL BE SUPPORTED BY MOUNTING BRACKETS. USE #2 AWG SOLID TINNED WIRE W/ 2–HOLE SHORT BARREL COMPRESSION LUGS (3/8" HOLES, 1" CENTER TO CENTER SPACING). THIS CONDUCTOR SHALL BE KEPT SEPARATE AND ISOLATED UNTIL TERMINATING AT THE MAIN GROUNDING POINT (I.E., EXTERIOR GROUND RING, OR BUILDING STEEL.)

- 3.4 SURGE ARRESTOR GROUND BAR (SAGB)

THE PURPOSE OF THE SURGE ARRESTOR GROUND BAR IS FOR LIGHTNING PROTECTION.

THE SURGE ARRESTOR GROUND BAR IS A COPPER BAR. IT IS LOCATED ON THE WAVEGUIDE BRIDGE SUPPORT CLOSEST TO THE EQUIPMENT. ONE FACE OF THE BAR SHALL HAVE A MINIMUM OF (28) 3/8" ø HOLES. HOLES SHALL BE IN PAIRS THAT ARE 1" CENTER TO CENTER. THE OTHER FACE SHALL HAVE 3/8" ø HOLES AS REQUIRED TO ATTACH AND GROUND COAXIAL SURGE ARRESTORS. THE GROUND BAR SHALL BE SUPPORTED BY MOUNTING BRACKETS WITH INSULATOR STANDOFFS.
- 3.5 GROUND ROD AND GROUND RING PLACEMENT:

THE OUTSIDE GROUND RING SHALL BE PLACED AROUND THE BTS AT A DISTANCE OF TWO (2) FEET FROM THE BTS AT A DEPTH OF 2'–6" OR 6" BELOW THE FROST LINE, WHICHEVER IS DEEPER. RODS SHALL BE DRIVEN TO A DEPTH SUCH THAT THE TOP OF THE RODS IS AT THE LEVEL OF THE GROUND RING CONDUCTOR. THE RODS SHALL BE PLACED MINIMALLY ALONG THE RING AT THE FOLLOWING LOCATIONS:

A. BELOW THE AREA OF THE INTERNAL MASTER GROUND BAR (MGB) FOR CONNECTION TO THE MGB.

B. BELOW THE UTILITY RACK FOR CONNECTION TO THE MAIN BUILDING COMMERCIAL POWER DISCONNECT.

C. BELOW THE CORNERS OF THE BTS.

D. AS REQUIRED TO ACHIEVE A MAXIMUM SPACING OF EIGHT (8) FEET BETWEEN GROUND RODS ALONG THE RING PERIMETER.

E. AS REQUIRED ALONG THE RING PERIMETER TO ACHIEVE 5 OHMS OR LESS RESISTANCE WHEN TESTED.

F. TWO RODS LOCATED ON OPPOSITE SIDES AT EACH TOWER LEG OR MONOPOLE.

G. ONE ROD LOCATED BENEATH EACH END OF THE WAVE GUIDE BRIDGE OR CABLE TRAY.

H. WHERE APPLICABLE, ONE ROD LOCATED ADJACENT TO THE STANDBY GENERATOR, AND ONE ROD LOCATED ADJACENT TO THE FUEL TANK IF THE GENERATOR TANK ARE SEPARATED BY MORE THEN EIGHT (8) FEET.

I. ONE ROD LOCATED AT THE BASE OF THE TOWER FOR THE AGB.

3.6 TOWER GROUNDING:

ALL MONOPOLES SHALL HAVE TWO GROUND RODS (MINIMUM). ALL OTHER TOWERS SHALL HAVE TWO GROUND RODS PLACED AT THE BASE OF EACH TOWER LEG. EACH MONOPOLE OR TOWER LEG SHALL BE BONDED TO THE SYSTEM VIA TWO #2 BARE TINNED SOLID COPPER CONDUCTORS. BURNDY CONNECT THE CONDUCTORS TO ONLY STRUCTURAL BASE PLATES OR LUGS OR EARS AS MAY BE PROVIDED. NO BURNDY CONNECTIONS SHALL BE MADE TO THE VERTICAL WALLS OF THE STRUCTURE. NEVER GROUND TO HOLLOW LEG MEMBERS.

3.7 ANTENNA GROUNDING:

EACH ANTENNA COAXIAL CABLE SHALL TYPICALLY BE GROUNDED AT THREE POINTS USING A HARD–SHELL COAXIAL CABLE KIT FROM THE MANUFACTURER OF THE ANTENNA CABLE. A TYPICAL INSTALLATION SHALL BE AS FOLLOWS:

A. THE FIRST GROUND CONNECTION SHALL OCCUR AS CLOSE TO THE ANTENNA AS POSSIBLE, BELOW THE FIRST POINT THE COAX CABLE BEGINS TO RUN VERTICAL DOWN THE TOWER. THIS GROUND SHALL TERMINATE DIRECT TO THE TOP AGB. ON A T/I, GROUND TO THE AGB AT THE ANTENNA MOUNTS.

B. THE SECOND GROUND SHALL BE MADE AT THE BOTTOM OF THE VERTICAL RUN OF THE COAXIAL CABLE AS IT TURNS OUT AWAY FROM THE TOWER TOWARDS THE BTS. THIS GROUND SHALL BE TERMINATED AT THE AGB. THE AGB SHALL HAVE TWO (2) LEADS OF #2 AWG BARE TINNED SOLID COPPER WIRE, AND SHALL TERMINATE AT THE TOWER GROUND RING. THESE SHALL BE ENCASED IN PVC PIPE.

C. THE THIRD GROUND SHALL BE ON THE SURGE ARRESTOR GROUND BAR ATTACHED TO THE CABLE ON STRAIGHT RUNS (NOT WITHIN BENDS) AND BE WEATHER PROOFED PER THE MANUFACTURER'S SPECIFICATIONS. THE SURGE ARRESTORS SHALL BE GROUNDED TO THE GROUND BAR. THE SAGB SHALL HAVE TWO (2) LEADS OF #2 AWG BARE TINNED SOLID COPPER WIRE, AND SHALL TERMINATE AT THE TOWER GROUND RING. THESE SHALL BE ENCASED IN PVC PIPE.
- 7.X.b
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| CHECKED BY: | EPB | APPROVED BY: | EPB |
| JOB NUMBER: | | DA03927A | |
| REV | DESCRIPTION | DATE | |
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DALWORTHINGTON GARDENS
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- T-Mobile
- 7668 WARREN PARKWAY
FRISCO, TX 75034
- SITE NUMBER:
DA03927A
- SITE NAME:
LIGHT FARMS WT
- SITE ADDRESS:
1803 LIGHT FARMS WAY
CELINA, TX 75709
- SHEET NAME:
GENERAL NOTES
- SHEET #
N-3
- Packet Pg. 370
- Attachment: 0427 TMobile Site (T-Mobile Lease Agreement)

GROUNDING STANDARDS (CONTINUED)

3.8 PERIMETER FENCE GROUNDING:

- A. CORNER AND END POSTS
ALL FENCE CORNER AND END POSTS (MINIMUM OF TWO) SHALL HAVE ONE #2 SOLID TINNED COPPER GROUND WIRE. THESE POSTS SHALL BE CONNECTED TO THE GROUND RING WITH A #2 SOLID TINNED COPPER GROUND WIRE AND INTERMEDIATE GROUND RODS IF THE DISTANCE FROM THE POST TO THE GROUND RING EXCEEDS 8 FEET. IN NO CASE SHALL ANY PORTION OF THE SAME FENCE REMAIN DISCONNECTED FROM THE GROUND RING.
- B. GATE POSTS
GATE POSTS SHALL BE GROUNDED TO EACH OTHER TO ENSURE THE ENTIRE FENCE HAS ELECTRICAL CONTINUITY. CONNECTIONS SHALL BE DRILL AND TAP WITH BURNDY TYPE KC22 TO THE POST WITH A #2 AWG BARE SOLID TINNED COPPER WIRE.
- C. GATES
GATES SHALL BE BONDED TO GATE POSTS WITH A 18" BRAIDED STRAP TYPE BD18G92. THE CONNECTIONS SHALL BE BURNDY 2 HOLE LUGS (3/8" HOLES, 1" CENTER TO CENTER) BOLTED THROUGH EACH POST.

3.9 GENERATOR FUEL TANK GROUNDING:

THE GENERATOR FUEL TANK, IF REQUIRED, SHALL BE CONNECTED IN AT LEAST ONE PLACE TO THE MAIN EXTERIOR GROUND RING. #2 AWG BARE SOLID TINNED COPPER WIRE SHALL BE BURNDY CONNECTED TO ONE SUPPORT LEG OF THE FUEL TANK AND CAD WELD TO THE NEAREST EXTERIOR GROUND RING GROUND ROD.

3.10 EQUIPMENT ROOM GROUNDING:

THE MASTER GROUND BAR (MGB) SERVES AS THE COLLECTION POINT FOR THE BTS AS WELL AS ALL INTERIOR NON-ELECTRICAL GROUNDED METAL MATERIALS; HVAC GRILLS, DOOR FRAMES/DOORS, TELCO BOARD, UNISTRUTS, CABLE TRAYS, ALARM JUNCTION BOX, ETC., SHALL BE GROUNDED WITH #6 AWG STRANDED (GREEN) GROUND WIRES WITH INDIVIDUAL RUNS BACK TO THE MGB. (THE CABLE TRAY, DOOR/FRAME AND UNISTRUT MAY BE JUMPERED TOGETHER AND HAVE A SINGLE GROUND WIRE CONNECTION TO THE MGB.)

- 3.11 WALL PENETRATIONS SLEEVES:
INSTALL PER CONSTRUCTION DRAWINGS WITH APPROVED UL LISTED FIRESTOP.

3.12 A/C COMMERCIAL POWER GROUNDING CONNECTIONS:

AT THE ON-SITE RISER POLE LOCATION OR UNDERGROUND SERVICE ENTRANCE LOCATION, THE A/C SERVICE SHALL BE MECHANICALLY BONDED TO THE A/C SERVICE ENTRANCE GROUND AS SPECIFIED BY THE NATIONAL ELECTRIC CODE, ARTICLE 250, AND/OR APPROPRIATE LOCAL CODES. A SEPARATE GROUND ROD SHALL BE PROVIDED AT THIS POINT, AND SHALL BE CONNECTED TO THE EXTERIOR GROUNDING RING. A SEPARATE A/C SERVICE GROUND AND NEUTRAL SHALL THEN BE ROUTED TO AND CONNECTED TO THE MAIN DISCONNECT INSIDE THE BUILDING (WHERE APPLICABLE) OR AS REQUIRED BY LOCAL AUTHORITY.

3.13 GENERATOR RECEPTACLE GROUNDING:

THE GENERATOR RECEPTACLE (HUBBLE PLUG) SHALL BE GROUNDED TO THE EQUIPMENT GROUND RING.

3.14 COAX BRIDGE / CABLE TRAY GROUNDING :

BOND THE COAX BRIDGE OR CABLE TRAY TO THE AGB WITH #6 STRANDED INSULATED GREEN WIRE. THESE CONNECTIONS SHALL BE DOUBLE LUG BOLTED / SCREWED MECHANICAL CONNECTIONS WITH STAR LOCK WASHERS AND NOALOX. ALL BRIDGE SPLICES SHALL HAVE JUMPERS OF #6 STRANDED INSULATED GREEN WIRE.

3.15 CAD WELD & BURNDY CONNECTION:

CAD WELDS (EXOTHERMIC WELDS) AND BURNDY CONNECTIONS SHALL BOND ALL UNDERGROUND AND DAMP LOCATION CONNECTIONS, SHELTER SKID GROUNDS, TOWER OR MONOPOLE GROUNDS, FENCING CORNER AND AND GATE POSTS, ANTENNA GROUND BARS, (AGB) SURGE ARRESTOR GROUND BAR, AND THE MASTER GROUND BAR (MGB). MECHANICAL CONNECTIONS SHALL BE TYPICALLY USED TO BOND ALL INTERIOR EQUIPMENT, COAX CABLE BRIDGES AND COAXIAL CABLE GROUND KITS. ALL LUG TYPE MECHANICAL CONNECTORS TO THE MGB OR AGB SHALL BE TWO HOLE TYPE CONNECTED WITH STAINLESS STEEL BOLTS AND NUTS WITH STAINLESS STEEL LOCK WASHERS AND NOALOX ON EITHER SIDE OF THE BUSS BAR.

3.16 CHEMICAL GROUND RODS:

CHEMICAL GROUND RODS SHALL NOT BE INSTALLED ON GROUND RING INSTALLATIONS WITH NORMAL SOIL. CHEMICAL GROUND RODS SHALL BE INSTALLED ONLY FOR SPECIAL DESIGN APPLICATIONS THAT REQUIRE SINGLE POINT GROUNDING DUE TO SPECIFIC SITE CONDITIONS.

3.17 TENANT IMPROVEMENT SITE GROUNDING:

FOR ROOF TOP ANTENNA INSTALLATIONS ADDITIONAL ANTENNA GROUND BARS MAY HAVE TO BE INSTALLED AT EACH ANTENNA MOUNT LOCATION. ALL ANTENNA MOUNTS SHALL BE GROUNDED WITH A #2 AWG CONDUCTOR CONNECTED TO THE NEAREST BUILDING STEEL OR THE AGB INSTALLED AT THE MOUNT. ALL BUSS BARS, BOTH MGB AND AGB(S), SHALL BE INDEPENDENTLY TIED TO THE NEAREST BUILDING STEEL OR DESIGNATED GROUNDING SYSTEM. NO GROUND WIRE IS TO CONNECT THE BUSS BARS TOGETHER. AGB(S) MAY BE HOME RUN BACK TO THE MGB WHERE NO BUILDING STEEL IS AVAILABLE.

3.18 LIMITS OF BEND RADIUS:

IT IS IMPORTANT THAT THE GROUNDING CONDUCTOR CONNECTING THE INSIDE AND OUTSIDE GROUND SYSTEMS BE AS STRAIGHT AS POSSIBLE, WITH NO TURN OR BEND SHORTER THAN ONE FOOT RADIUS WITH A THREE FOOT RADIUS PREFERRED. NO RIGHT ANGLE OR SHARP BENDS SHALL BE ALLOWED.

3.19 BONDING PREPARATION & FINISH:

ALL SURFACES REQUIRE PREPARATION PRIOR TO BONDING OF EITHER CAD WELD OR BURNDY FASTENERS. GALVANIZED SURFACES SHALL BE GROUND OR SANDED TO THE POINT OF EXPOSING THE STEEL SURFACE BELOW, PRIOR TO BONDING THE GROUND CONDUCTOR. FOR OTHER SURFACES INCLUDING COPPER BUSS BARS ALL PAINT, RUST TARNISH AND GREASE SHALL BE REMOVED PRIOR TO BONDING THE GROUND CONDUCTOR. CAD WELD TYPE BONDS SHALL BE FINISHED WITH THE APPLICATION OF COLD GALVANIZATION AND WHEN APPLICABLE, FINISH PAINTED WITH AN APPROPRIATE COLOR AS REQUIRED. MECHANICAL TYPE BONDS ON BUSS BARS SHALL BE FINISHED WITH THE APPLICATION OF NOALOX OR OTHER APPROVED CONDUCTIVE MEDIUM MATERIAL BETWEEN CONNECTOR AND BUSS BAR. MECHANICAL TYPE BONDS ON ALL OTHER SURFACES SHALL BE FINISHED WITH THE APPLICATION OF COLD GALVANIZATION AND OR THE APPROPRIATE PAINT TO MATCH AS REQUIRED.

3.20 TESTING:

THE OUTSIDE GROUND RING SHALL BE TESTED AFTER INSTALLATION BUT PRIOR TO BACKFILLING THE GROUND RING TRENCH. THE GROUND FIELD RESISTANCE SHALL MEASURE 5 OHMS OR LESS TO GROUND. ANY DIFFICULTY IN ACHIEVING THIS LEVEL OF RESISTANCE MUST BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER. THE RESISTANCE TO GROUND SHALL BE MEASURED USING THE FALL OF POTENTIAL METHOD. TESTING SHALL BE PERFORMED BY T-MOBILE PROVIDED INDEPENDENT TESTING LABORATORY FROM WHICH A WRITTEN REPORT SHALL BE PRODUCED FOR REVIEW BY THE PROJECT MANAGER.

3.21 SPECIAL CONDITIONS:

WHEN SOIL CONDITIONS EXIST (I.E., NON-COMPACTABLE ROCK, GRAVEL, SHALE, ETC.) THAT PREVENTS THE INSTALLATION OF THE STANDARD GROUNDING SYSTEM AND PROCEDURES, THEN VERBAL PROCEDURES SHALL BE REQUESTED BY THE PM.

3.21.1 EXTERNAL GROUND RING

THE EXTERNAL GROUND RING SHALL EXTEND TO THE MAXIMUM ALLOWABLE DEPTH IN 95% COMPACTABLE SOIL

3.21.2 GROUND RODS (REPLACEMENT)

WHEN GROUND RODS CANNOT BE DRIVEN INTO THE SOIL VERTICALLY TO A DEPTH DESCRIBED IN PARAGRAPH 3.5, AND REMAIN IN 95% COMPACTABLE SOIL, THEN THE FOLLOWING METHODS OF SUBSTITUTION MAY BE USED. THESE ARE SUGGESTED METHODS ONLY, AND EACH CASE SHOULD BE REVIEWED BY THE T-MOBILE PCS PROJECT MANAGER. THE PURPOSE IS TO ACHIEVE THE LOWEST IMPEDANCE TO GROUND, IN ANY CASE, EQUAL TO OR LESS THAN 5 OHMS.

3.21.2.1 ROCK WITH SOME OR NO SOIL COVER

FOR SITES WHICH HAVE SOIL CONDITIONS WHICH CONSIST OF SOLID OR SEMI SOLID ROCK BELOW ABOUT THREE FEET OF COMPACTABLE SOIL, A COMBINATION OF METHODS MAY BE USED:

- A. A COMBINATION OF SHORT GROUND RODS MAY BE USED WITH 3' SQUARE 1/4" COPPER PLATES. A MINIMUM OF TWO PLATES SHOULD BE USED AND SHOULD REPLACE GROUND RODS ON AN EQUIVALENCY OF TWO GROUND ROD LENGTHS PER COPPER PLATE. THE COPPER PLATE SHOULD BE PLACED IN A MINIMUM 3" BENTONITE BASE AND COVERED WITH 3" OF BENTONITE FILL PRIOR TO BACKFILL.

- B. AN ACTIVE TYPE CHEMICAL ROD SYSTEM MAY BE USED. THIS IS AN ENGINEERING JUDGMENT AND SHOULD BE USED ONLY WHERE NECESSARY, DUE TO EXPENSE. IN ALL CASES, THE STANDARD PRACTICES OUTLINED IN THIS DOCUMENT SHOULD BE FOLLOWED TO THE EXTENT THAT IS APPLICABLE, AND SHOULD BE MODIFIED AS TO THE QUANTITY OF GROUND RODS AND CONDUCTOR SIZE ONLY AS RECOMMENDED BY THE MANUFACTURER OF THE GROUND ROD SYSTEM.
- C. A SYSTEM UTILIZING CORED SHAFTS, STANDARD GROUND RODS ON A TYPICAL LAYOUT, WITH A BENTONITE (CLAY) BACKFILL. IN THIS CASE EACH GROUND ROD SHOULD BE TESTED INDIVIDUALLY, AND EACH ROD SHOULD HAVE AN ACCESS BOX PLACED FOR FUTURE TESTING.

3.22 HIGH RISE BUILDING:

- A. HIGH RISE BUILDINGS PRESENT A UNIQUE PROBLEM IN GROUNDING. A FACILITY INVESTIGATION SHOULD BE MADE INTO THE STRUCTURE OF THE BUILDING, AND AS TO THE POSSIBLE PRESENCE OF AN EXISTING LIGHTNING PROTECTION SYSTEM. IF ONE IS IN PLACE AND APPEARS ADEQUATE IN DESIGN, IT WILL BE NECESSARY TO CONNECT THE ANTENNA SYSTEM TO THE EXISTING SYSTEM, WITH A TEST TO THE SYSTEM AFTER INSTALLATION TO ENSURE THAT IT HAS NOT CAUSED THE SYSTEM TO EXCEED 5 OHMS.
- B. STRUCTURAL STEEL BUILDINGS: IF THE BUILDING IS BUILT OF STRUCTURAL STEEL, IT MAY BE POSSIBLE TO GROUND THE ANTENNAS TO THE BUILDING SITE. IT IS PREFERABLE TO GROUND THE ANTENNAS AND THE SITE TO A DIRECT EARTH CONNECTION, BY USE OF SEPARATE DOWN LEADS OF CONSIDERABLE SIZE (250 MCM OR LARGER) COMING FROM GROUND BUSS BARS TO COLLECT THE GROUND INPUT, AND RUN DOWN A VERTICAL SHAFT OR STAIRWELL TO A PATTERN OF NO LESS THAN FOUR GROUND RODS. WHERE PRACTICAL, THE BUILDING STEEL SHOULD BE BONDED TO THE GROUND RING WITH A SEPARATE LEAD TO THE GROUND ROD FIELD.
- C. STRUCTURAL CONCRETE BUILDINGS ARE MORE DIFFICULT TO GROUND PROPERLY. THE ANTENNAS SHOULD BE GROUNDED TO A SEPARATE BUSS BAR AND DOWN LEAD WHERE THE COAXIAL CABLES ENTER THE BUILDING. THE DOWN LEAD SHOULD BE RUN IN A SIMILAR FASHION AS IN THE STRUCTURAL STEEL EQUIPMENT ROOM. THE DOWN LEADS SHOULD BE PROTECTED IN CONDUIT AND SHOULD BE INSTALLED AS FAR APART AS IS PRACTICAL FROM EACH OTHER. THE SEPARATE DOWN LEADS SHOULD NOT CONTACT EACH OTHER UNTIL CONNECTION WITH THE FIRST GROUND ROD.

7.X.b

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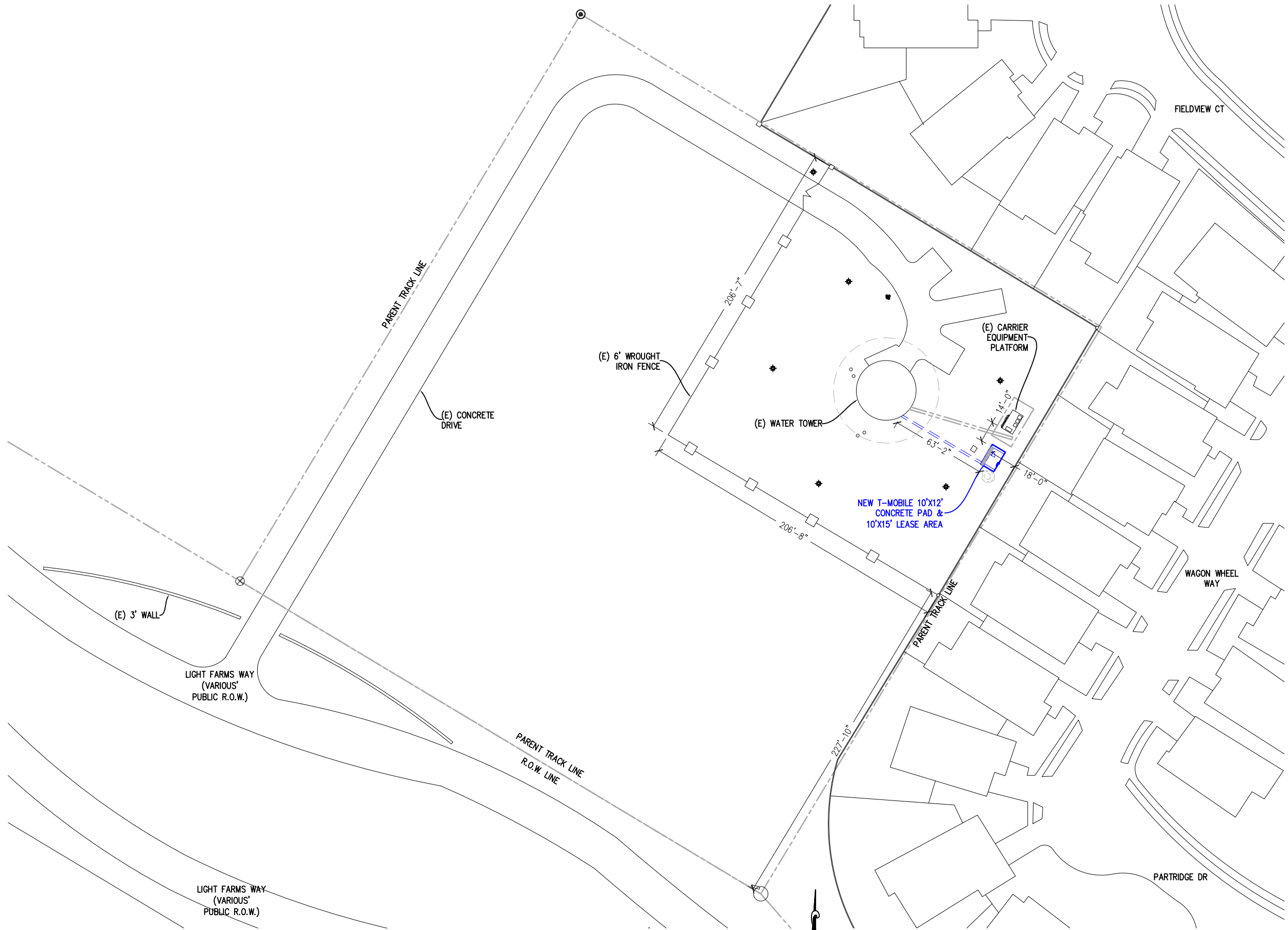
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DA03927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CEI TNA TV 75000

SHEET NAME:
GENERAL NOTES

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N-4



OVERALL SITE PLAN
SCALE: 1/32"=1'-0"

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C-1



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SITE NUMBER:
DAO3927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CEI TNA TV 75000

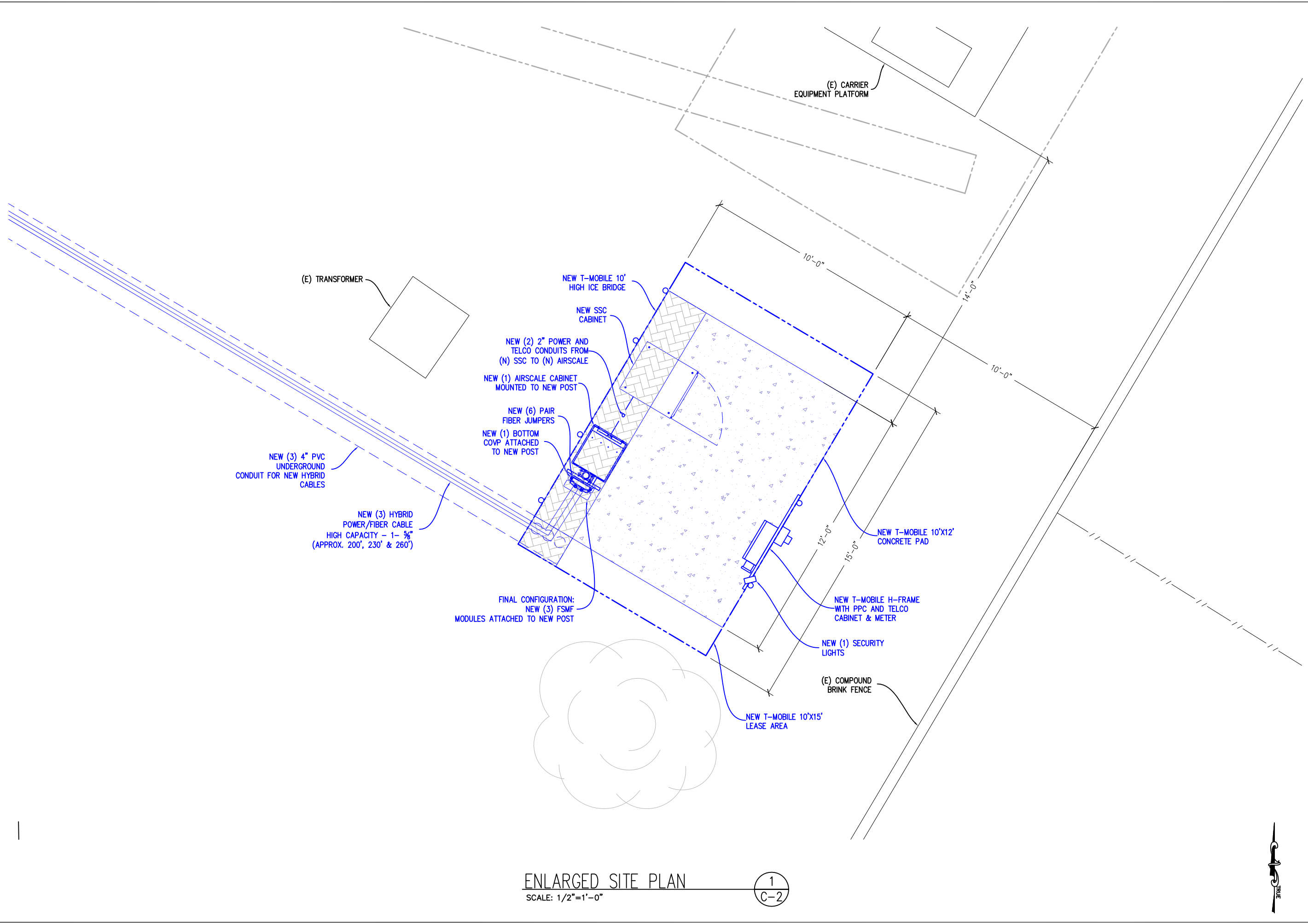
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OVERALL SITE PLAN

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C-1

Packet Pg. 372

Attachment: 0427 TMobile Site (T-Mobile Lease Agreement)

7.X.b



ENLARGED SITE PLAN
SCALE: 1/2"=1'-0"

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C-2



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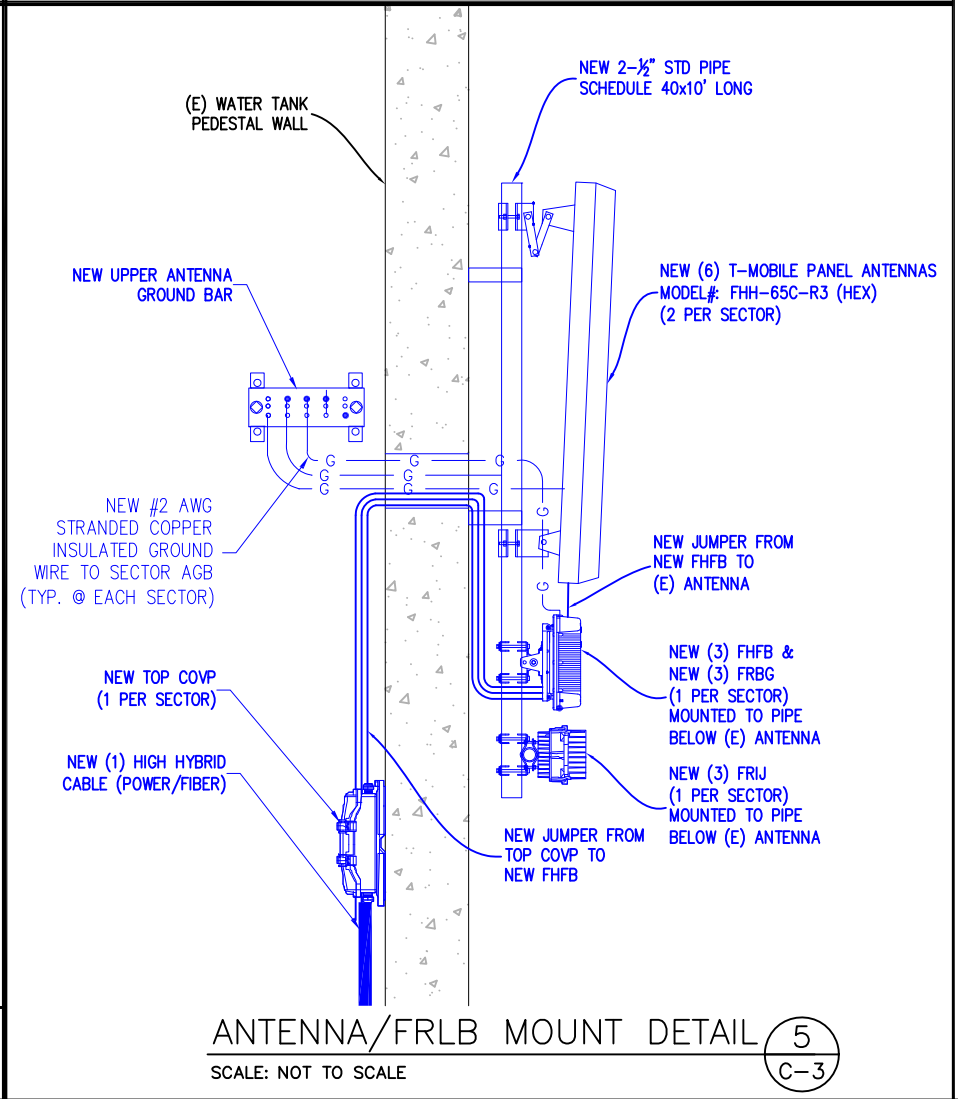
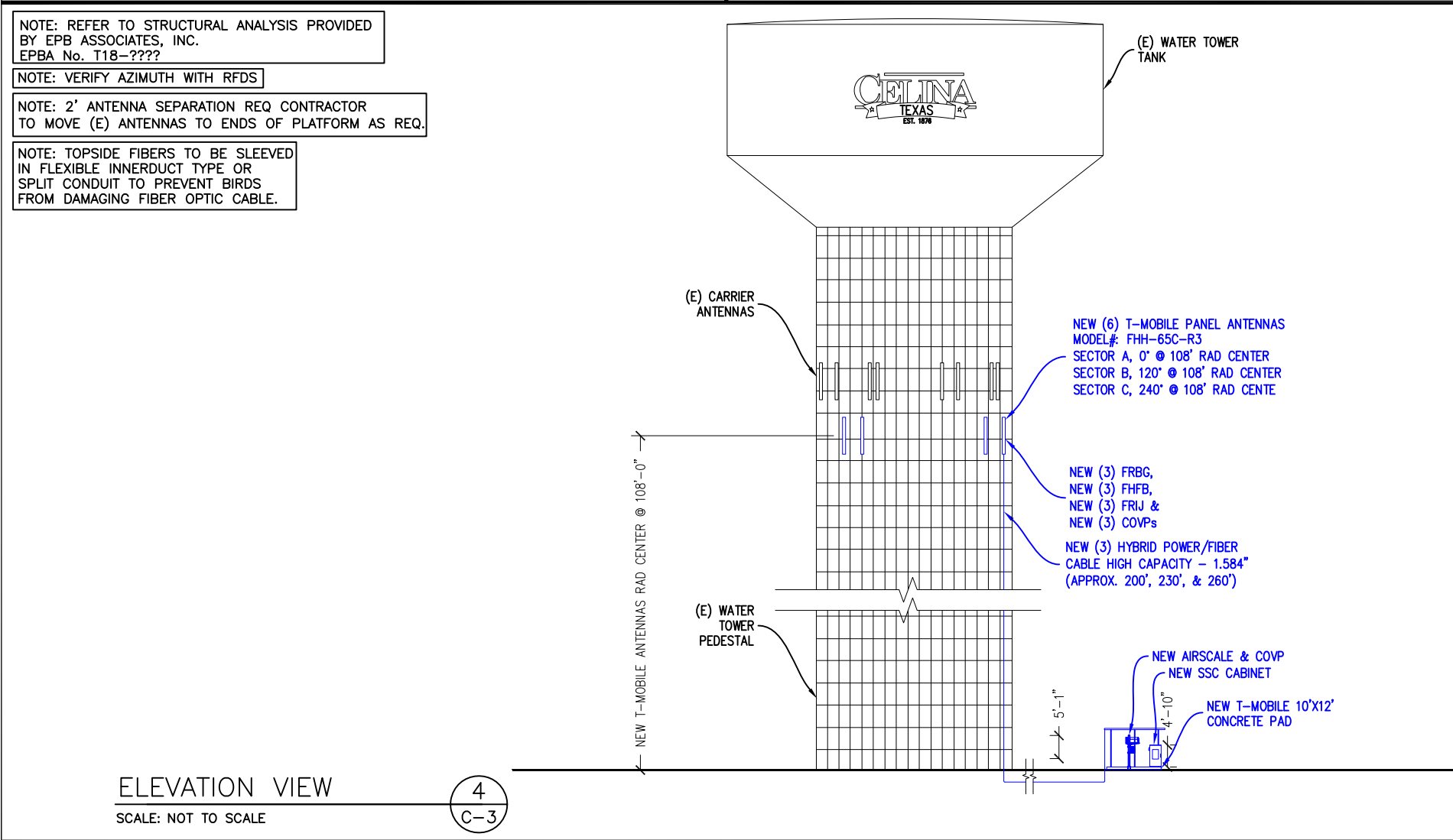
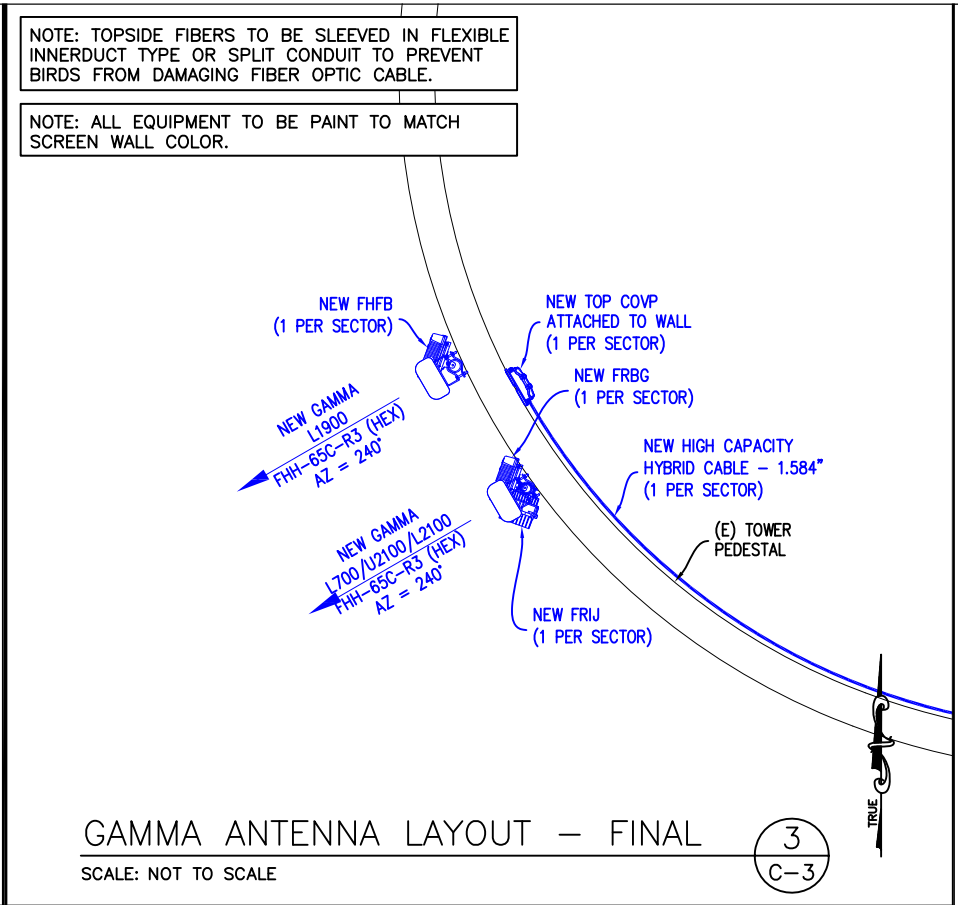
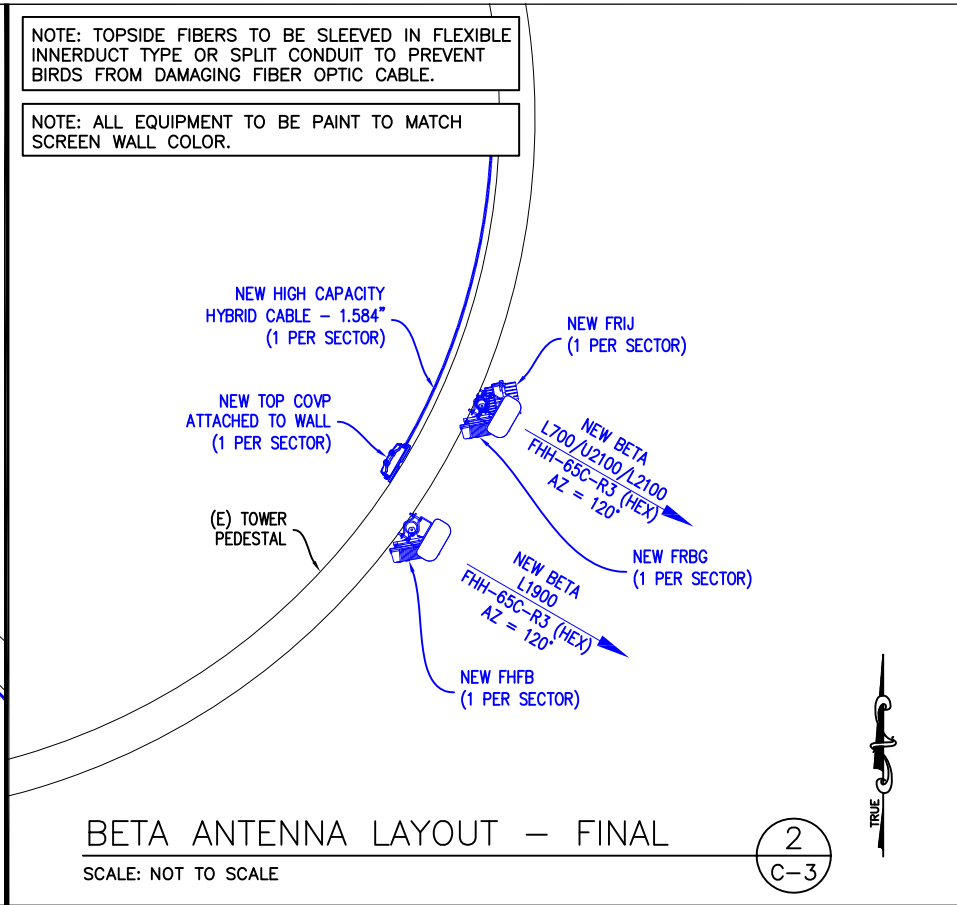
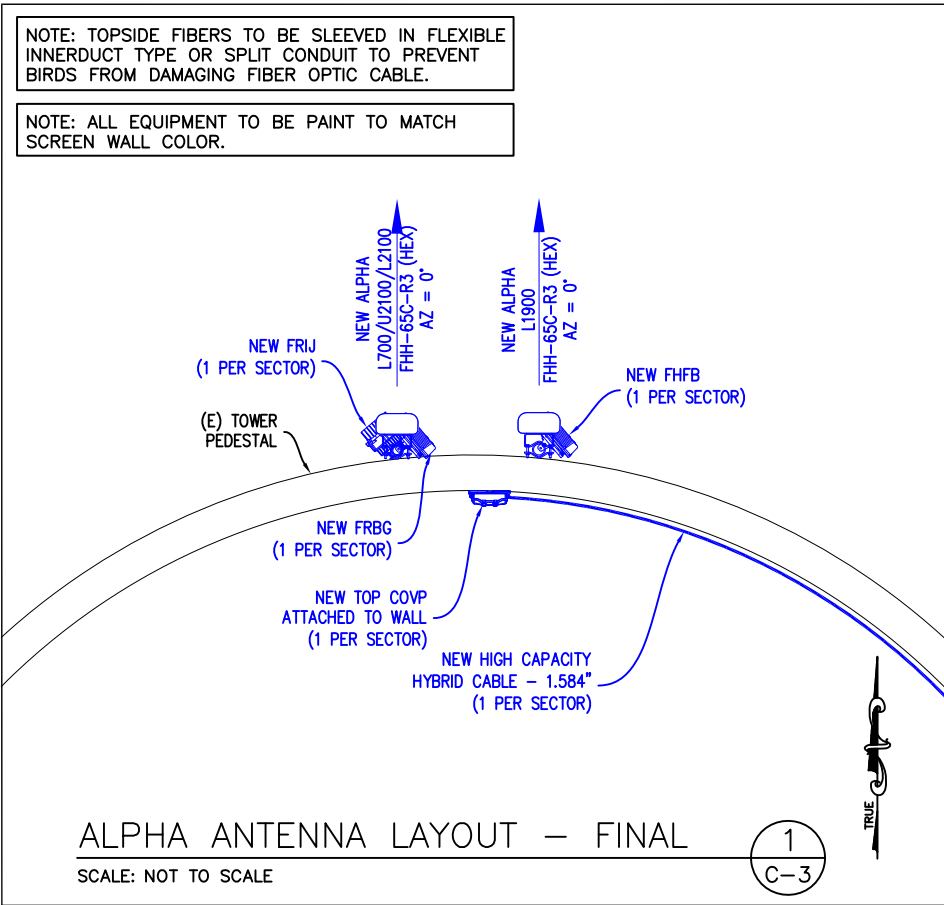
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DAO3927A

SITE NAME:
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SHEET NAME:
ENLARGED SITE PLAN

SHEET #
C-2



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SITE NAME:
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CELINA, TX 75009

SHEET NAME:
ELEVATION &
ANTENNA MOUNT

SHEET #
C-3

Packet Pg. 374

Attachment: 0427 T-Mobile Site (T-Mobile Lease Agreement)

7.X.b

RAN Template: 6717S_Temp	A&L Template: 6717S_Temp	Power System Template: Custom
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DA03927A_Cell Split_0.1_draft

Section 1 - Site Information

Site ID: DA03927A Status: Draft Version: R0.1 Project Type: Cell Split Approved: Not Approved Approved By: Not Approved Last Modified: 4/7/2018 8:18:40 AM Last Modified By: GSM1900VMZakima	Site Name: DA03927A LIGHT FARMS WT Site Class: Watertank Site Type: Structure Non Building Solution Type: Plan Year: Market: DALLAS TX Vendor: Nokia Landlord: Not Specified	Latitude: 33.27463400 Longitude: -96.81027000 Address: 1803 Light Farms Way City, State: Prosper, TX Region: SOUTH
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RAN Template: 6717S_Temp	AL Template: 6717S_Temp			
Sector Count: 3	Antenna Count: 6	Coax Line Count: 0	TMA Count: 0	RRU Count: 9

Section 5 - RAN Equipment

Existing RAN Equipment				
----- This section is intentionally blank. -----				
Proposed RAN Equipment				
Template: 6717S_Temp				
Enclosure	1	2	3	4
Enclosure Type	Generic Cabinet	Generic Site Support Cabinet	Tower Top Mount	Ancillary Equipment
Baseband	FSMF L2100 L700	FSMF L1900 U2100		
Baseband Submodule	FBBC L2100	FBBC L700	FBBC L1900	
Hybrid Cable System				NSN High Cap HCS *Select Length* (x3)
Junction Box			Large COVP (x3)	Large COVP
Power subsystem		Batteries *Select size* Breakers *Select size* CSR 7705 *Select model* Rectifier Shelf *Select size*		
Radio			FRIJ (x3) U2100 L2100	FRBG (x3) L700 FHFB (x3) L1900

RAN Scope of Work:

New Frisco Polygon Site will have L700, L1900 and U2100/L2100 on 3 sectors.

Add one new Hex FHH-65C-R3 Antenna for U2100/L2100 (High Band Ports) and L700 (Lo w Band Ports) per sector.
Add new Hex FHH-65C-R3 Antenna for L1900 (High Band Ports) per sector, Low Band Ports currently will not be used.

Add one FRIJ Radio for U2100/L2100 at the top per sector.
Add one FHFB Radio f or L1900 at the top per sector.
Add one FRBG Radio for L700 at the top per sector.

L2100/L700 assigned to 1 FSMF. L1900 assigned to separate FSMF.

Add three High Cap HCS (1.58")
Add 3 COVP at the top and 1 COVP at the bottom.

Section 6 - A&L Equipment

Existing Template: Custom Proposed Template: 6717S_Temp						
Sector 1 (Proposed) view from front (Note: the images show view from behind)						
Coverage Type	A - Outdoor Macro					
Antenna	1			2		
Antenna Model	Commscope - FHH-65C-R3 (Hex)			Commscope - FHH-65C-R3 (Hex)		
Azimuth	0			0		
M. Tilt						
Height	108			108		
Ports	P1	P2	P3	P4	P5	P6
Active Tech.		L1900	L1900	L700	U2100 L2100	U2100 L2100
Dark Tech.						
Restricted Tech.						
Decomm. Tech.						
E. Tilt						
Cables						
TMA's						
Diplexers / Combiners						
Radio						
Sector Equipment						
Unconnected Equipment:						
Scope of Work:						

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CHECKED BY: EPB	APPROVED BY: EPB
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SITE NUMBER:
DA03927A
SITE NAME:
LIGHT FARMS WT
SITE ADDRESS:
1803 LIGHT FARMS WAY
CELESTIAL TV 75000

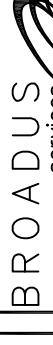
SHEET NAME:
RFDS
SHEET #
C-4

RFDS - 04/07/18

Sector 2 (Proposed) view from front (Note: the images show view from behind)									
Coverage Type	A - Outdoor Macro								
Antenna	1				2				
Antenna Model	Commscope - FHH-65C-R3 (Hex)				Commscope - FHH-65C-R3 (Hex)				
Azimuth	120				120				
M. Tilt									
Height	108				108				
Ports	P1	P2	P3	P4	P5	P6			
Active Tech.		L1900	L1900	L700	U2100	L2100	U2100 L2100		
Dark Tech.									
Restricted Tech.									
Decomm. Tech.									
E. Tilt									
Cables									
TMA's									
Diplexers / Combiners									
Radio									
Sector Equipment									
Unconnected Equipment:									
Scope of Work:									

Sector 3 (Proposed) view from front (Note: the images show view from behind)									
Coverage Type	A - Outdoor Macro								
Antenna	1				2				
Antenna Model	Commscope - FHH-65C-R3 (Hex)				Commscope - FHH-65C-R3 (Hex)				
Azimuth	240				240				
M. Tilt									
Height	108				108				
Ports	P1	P2	P3	P4	P5	P6			
Active Tech.		L1900	L1900	L700	U2100	L2100	U2100 L2100		
Dark Tech.									
Restricted Tech.									
Decomm. Tech.									
E. Tilt									
Cables									
TMA's									
Diplexers / Combiners									
Radio									
Sector Equipment									
Unconnected Equipment:									
Scope of Work:									

7.X.b																
DRAWN BY: SN REVIEWED BY: EPB CHECKED BY: EPB APPROVED BY: EPB JOB NUMBER: DA03927A <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">REV</th> <th style="width: 40%;">DESCRIPTION</th> <th style="width: 40%;">DATE</th> </tr> <tr> <td>P00 REV 0</td> <td>PRELIM CDS</td> <td>04/12/18</td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	REV	DESCRIPTION	DATE	P00 REV 0	PRELIM CDS	04/12/18										
REV	DESCRIPTION	DATE														
P00 REV 0	PRELIM CDS	04/12/18														



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4 COUNTRY PLACE CIRCLE
DAL WORTHINGTON GARDENS
TEXAS 76016

EPB ASSOCIATES, INC.

Civil + Structural Engineers
 TX Registration No. F-9923
 4101 McEwen Rd., #235
 Dallas, Texas 75244
 (972) 239-5495



7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

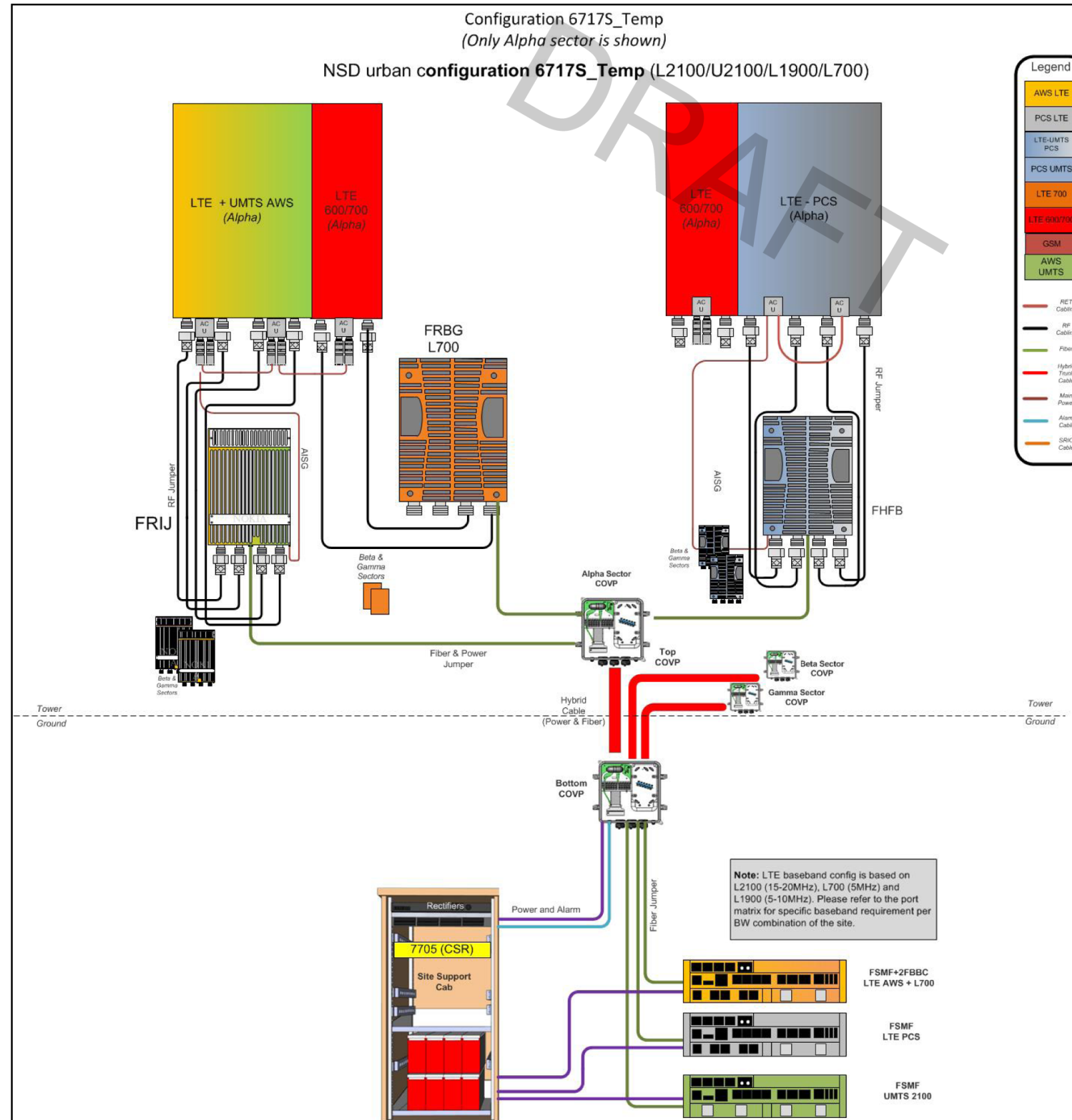
SITE ADDRESS:
1803 LIGHT FARMS WAY
CEJ TNA TV 75000

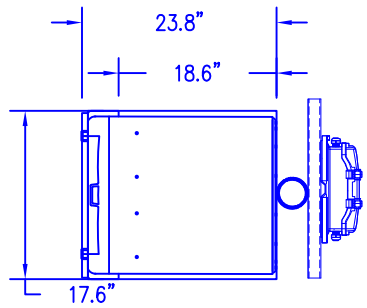
SHEET NAME: RFDS	SHEET # C-5
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Packet Pg. 376

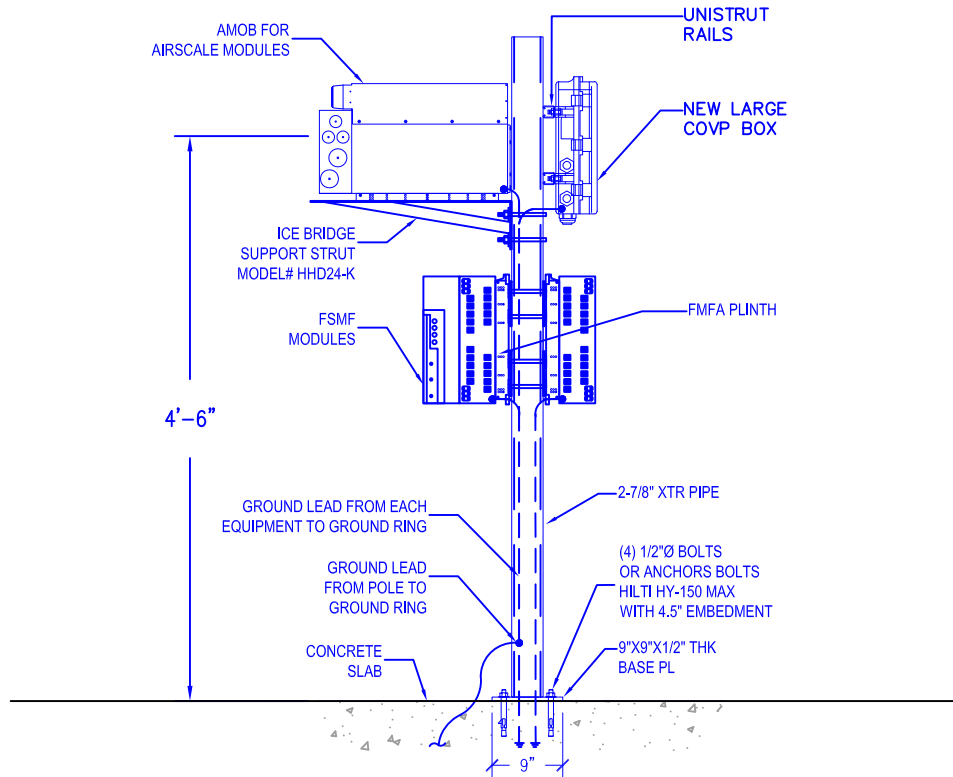
Section 3 - Proposed Template Images

6717S_Temp.jpg





TOP VIEW



SIDE VIEW

NEW POLE MOUTING DETAIL

SCALE: NOT TO SCALE

1
C-7

SINGLE CABINET CONFIGURATION

FCOA #1

EMPTY	EMPTY	AWS RADIO ALPHA
		AWS RADIO BETA
		AWS RADIO GAMMA
EMPTY		AWS SYSTEM MODULE
		AWS EXPANSION FSME (IF NEEDED)
EMPTY	EMPTY	PCS1900 SYSTEM MODULE
		LTE SYSTEM MODULE
		FXFC (GROUND GSM)
AVOID USING ENTRY PORT		GSM SYSTEM MODULE
		GSM SYSTEM MODULE #2 (IF NEEDED)

EMPTY	EMPTY	
EMPTY		
EMPTY	EMPTY	
AVOID USING ENTRY PORT		

EMPTY	EMPTY	
EMPTY		
EMPTY	EMPTY	
AVOID USING ENTRY PORT		

DUAL CABINET CONFIGURATION

FCOA #1

EMPTY	EMPTY	AWS RADIO ALPHA
		AWS RADIO BETA
		AWS RADIO GAMMA
EMPTY		AWS SYSTEM MODULE
		AWS EXPANSION FSME (IF NEEDED)
EMPTY	EMPTY	
		FXFC (GROUND GSM)
		GSM SYSTEM MODULE
AVOID USING ENTRY PORT		GSM SYSTEM MODULE #2 (IF NEEDED)

FCOA #2

EMPTY	EMPTY	L2100/700 SYSTEM MODULE (A-B-G)
		L1900 SYSTEM MODULE (A-B-G)
		PCS1900 (A-B-G)
EMPTY		
		L2100/L700 SYSTEM MODULE (D-E-Z)
EMPTY	EMPTY	L1900 SYSTEM MODULE (D-E-Z)
		PCS1900 (D-E-Z)
AVOID USING ENTRY PORT		

FCOA #1

GROUND BASED SITES SHARED

FCOA #2

EMPTY	EMPTY	AWS RADIO ALPHA
		AWS RADIO BETA
		AWS RADIO GAMMA
EMPTY		AWS SYSTEM MODULE
		AWS EXPANSION FSME (IF NEEDED)
EMPTY	EMPTY	FXFC 1900
		FXFC 1900
		PCS 1900 SYSTEM MODULES
AVOID USING ENTRY PORT		GSM SYSTEM MODULE

EMPTY	EMPTY	FRIE #2
		FRIE #1
		L2100 SYSTEM MODULE
EMPTY		
		L1900 RADIO 2
EMPTY	EMPTY	L1900 RADIO 1
		L1900 SYSTEM MODULE (A-B-G)
AVOID USING ENTRY PORT		

FCOA #1

GROUND BASED SITES 6 SECTOR

FCOA #2

EMPTY	EMPTY	AWS RADIO ALPHA
		AWS RADIO BETA
		AWS RADIO GAMMA
EMPTY		AWS SYSTEM MODULE
		AWS EXPANSION FSME (IF NEEDED)
EMPTY	EMPTY	U1900 FXFC (A,B,C)
		U1900 FXFC (D,E,Z)
		U1900 SYSTEM MOD
AVOID USING ENTRY PORT		GSM RADIO MODULE
		GSM SYSTEM MODULE

EMPTY	EMPTY	FRIE #2
		FRIE #1
		L2100 SYSTEM MODULE (A-B-G)
EMPTY		FRIE #2
		FRIE #1
EMPTY	EMPTY	L2100/700 SYSTEM MODULE (D-E-Z)
		L1900 RADIO (A-B-G)
		L1900 SYSTEM MODULE (A-B-G)
AVOID USING ENTRY PORT		L1900 RADIO (D-E-Z)
		L1900 SYSTEM MODULE (D-E-Z)

7.X.b

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:		DESCRIPTION	DATE
DAO3927A			04/12/18
REV	PCD	REV 0	PRELIM CDS

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4 COUNTRY PLACE CIRCLE
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TEXAS 76016

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4101 McEwen Rd., #235
Dallas, Texas 75244
(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DAO3927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELTINA TV 75000

SHEET NAME:
POLE MOUNTING
DETAIL & CABINET
CONFIGURATION

SHEET #
C-7

REINFORCED CONCRETE NOTES:

1.
- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF CAST-IN-PLACE CONCRETE, AND WHERE CODES CONFLICT THE MORE STRINGENT NATIONAL OR LOCAL CODE SHALL GOVERN.

2.
- SITECAST CONCRETE FOR SLABS AND POST FOOTING SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. CONCRETE TESTING IS NOT REQUIRED FOR SLABS AND POST FOOTINGS UNLESS NOTED OTHERWISE.

SLUMP – 4" MIN / 6" MAX

CLASS OF CONCRETE

CLASS	28 DAYS STR.	MAXWATER/CEMENT RATIO	PLACEMENT LOCATION	NOTES
TYPE 1 3000 PSI		0.55	SLAB & POST FOOTING	NORMAL WEIGHT
TYPE 111* 5000 PSI		0.45	SLAB & POST FOOTING	HIGH EARLY STS.

*IF REQUIRED BY THE CONSTRUCTION SCHEDULE THE CONTRACTOR MAY SUBSTITUTE TYPE 111 HIGH EARLY STRENGTH CONCRETE WITH THE APPROVAL OF THE CONSTRUCTION MANAGER.

3.
- REINFORCED STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC UNLESS OTHERWISE NOTED. SPLICES FOR REBAR SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO. LAPS FOR WELDED WIRE FABRIC SHALL BE AT LEAST 8 INCHES, UNO.

4.
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS.

CONCRETE CAST AGAINST EARTH.....	3"
CONCRETE EXPOSED TO EARTH OR WATER	
#6 AND LARGER	2"
#5 AND SMALLER & wwf	1-1/2"

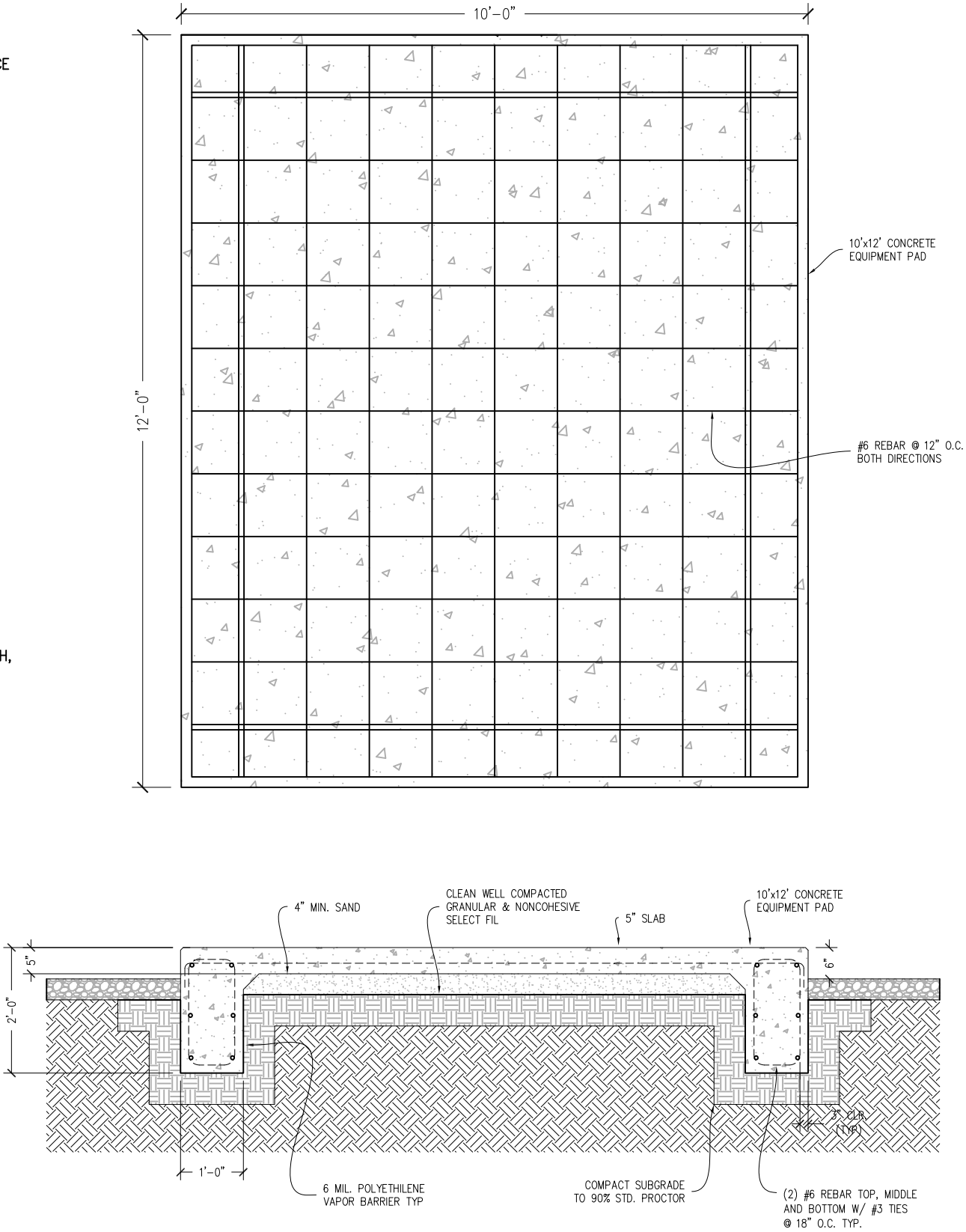
5.
- MAXIMUM COURSE AGGREGATE SIZE SHALL BE 3/4"

6.
- INSTALLATION OF CONCRETE ANCHORS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN SPECIFICATION. THE ANCHOR BOLT, DOWEL, OR ROD SHALL CONFORM TO THE ANCHOR MANUFACTURER'S SPECIFICATIONS FOR MATERIAL STRENGTH, EMBEDMENT DEPTH, SPACING, AND EDGE DISTANCE OR AS DETAILED ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL. WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD, HILTI, OR APPROVED EQUAL. IF THE MANUFACTURER'S SPECIFICATIONS AND DETAILS ARE FOUND TO CONFLICT WITH THAT SHOWN HEREIN, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.

7.
- THE CONTRACTOR SHALL VERIFY FROST LINE AND FOOTING DEPTH REQUIREMENTS WITH THE JURISDICTION HAVING AUTHORITY PRIOR TO CONSTRUCTION AND CONSULT THE ENGINEER ACCORDINGLY.

8.
- THE CONTRACTOR SHALL VERIFY ALL ELECTRICAL CONDUIT SIZES AND PENETRATION LOCATIONS PRIOR TO POURING THE SLAB.

9.
- SOIL SHALL HAVE MINIMUM 1000 PSF ALLOWABLE BEARING CAPACITY.



CONCRETE SLAB
NOTES & DETAILS

SCALE: NOT TO SCALE

1
C-8

DRAWN BY: SN

CHECKED BY: EPB

JOB NUMBER: DAO3927A

REV

REVIEWED BY: EPB

APPROVED BY: EPB

DESCRIPTION

DATE

PCD REV 0

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CDS

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4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
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(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DAO3927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELTINA TV 75000

SHEET NAME:
CONCRETE SLAB
NOTES & DETAILS

SHEET #
C-8

Packet Pg. 379

Attachment: 0427 TMobile Site (T-Mobile Lease Agreement)

SFX31 PWR/BAX

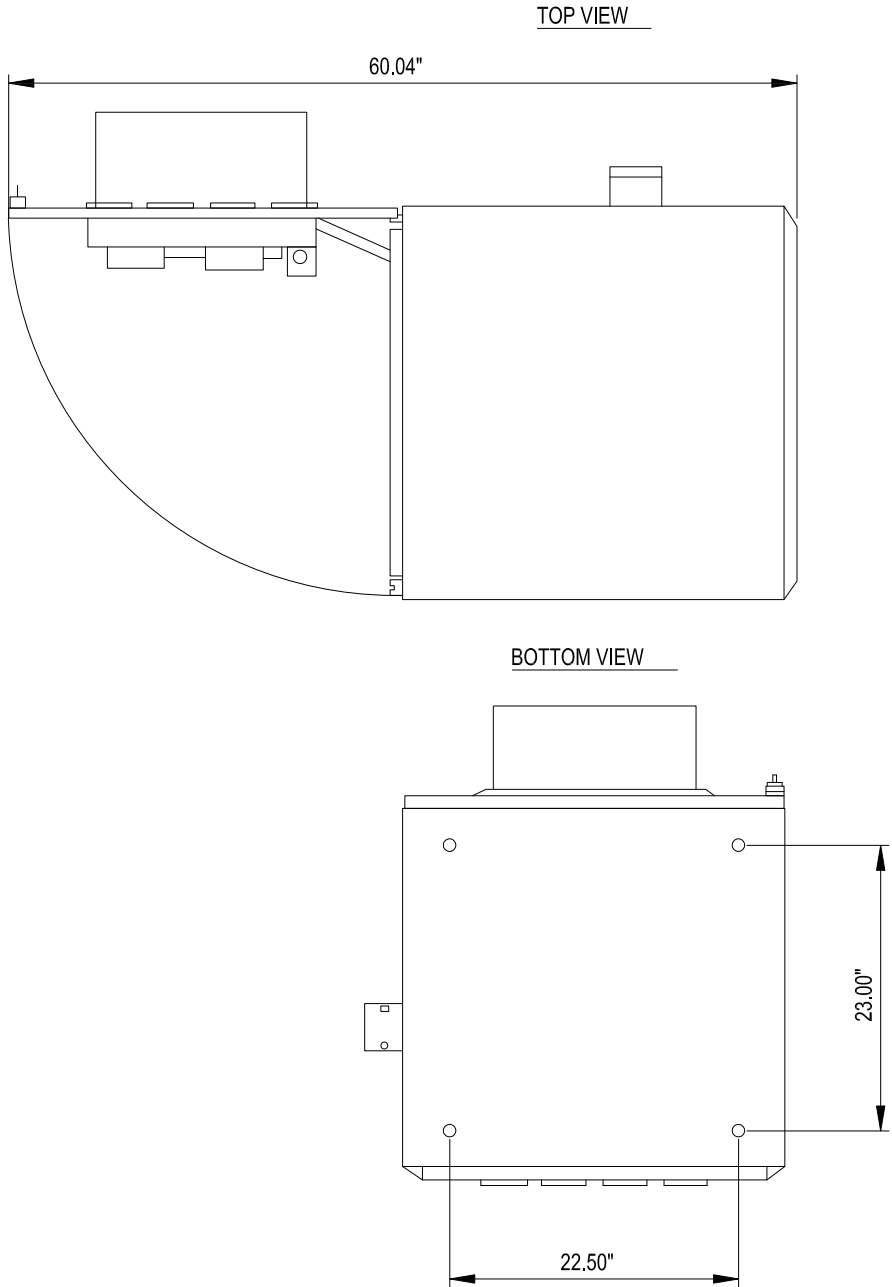
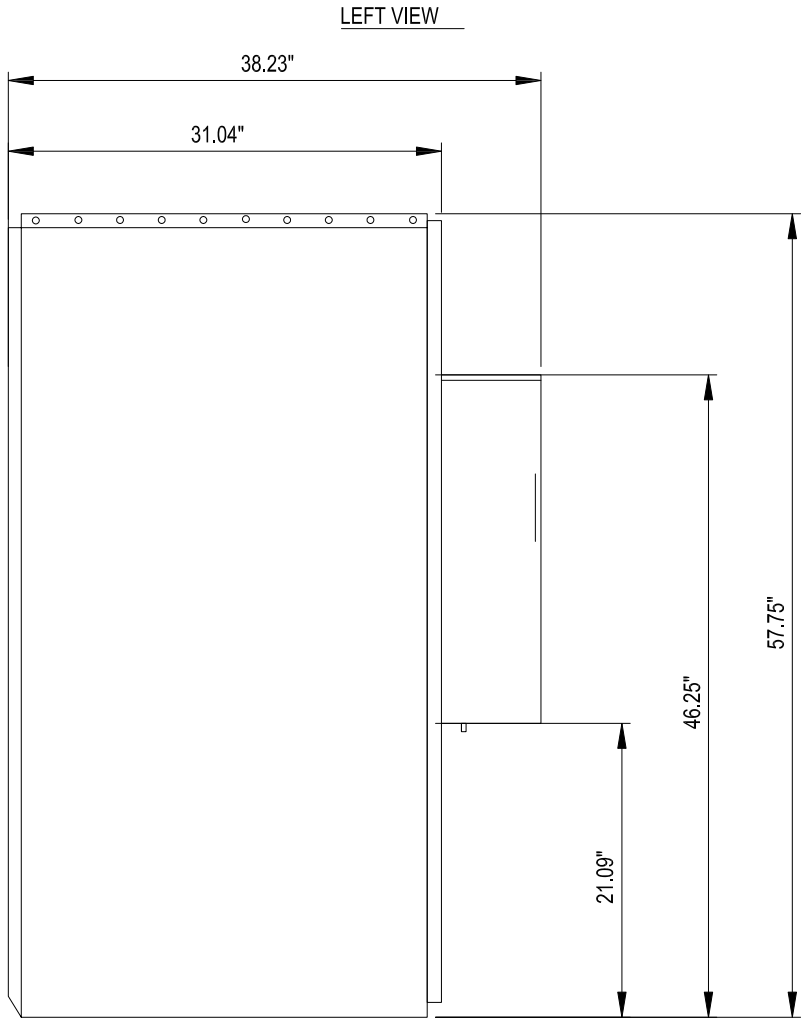
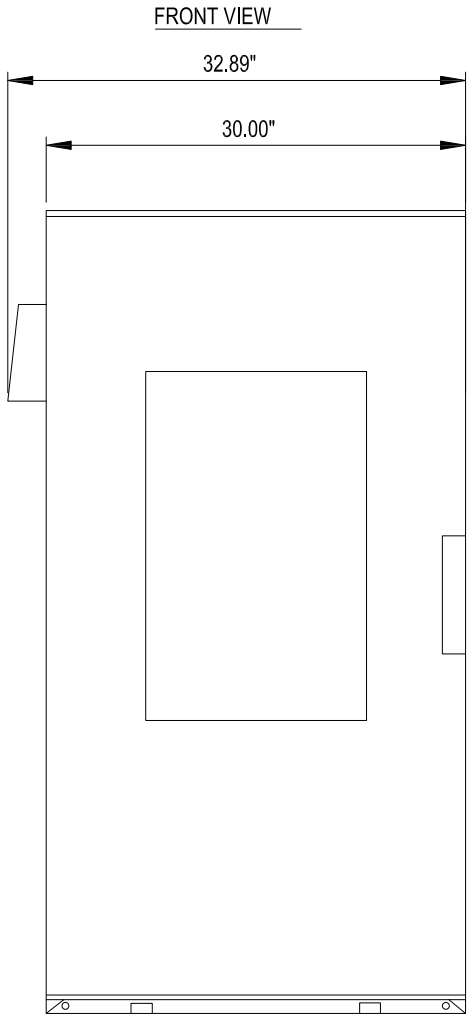
CLASS: MEDIUM SSC CABINET

MANUFACTURER: PURCELL

SIZE: 1466 H x 788 W x 762 D (MM)
57.75" H x 31.04" W x 30.00" D

WEIGHT: 1350 LBS. (APPROX.)

ANCHORING OF SSC AS SPECIFIED BY T-MOBILE/SSC MANUFACTURER.



DRAWN BY: SN

REVIEWED BY: EPB

CHECKED BY: EPB

APPROVED BY: EPB

JOB NUMBER: DAO3927A

DESCRIPTION

DATE

REV

PCD

REV 0

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CDS

04/12/18

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T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DAO3927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELTINA TX 75000

SHEET NAME:
SSC CABINET
DETAILS

SHEET #
C-9

Packet Pg. 380

Attachment: 0427 TMobile Site (T-Mobile Lease Agreement)

Product Specifications

COMMScope®



FHH-65C-R3
6-port sector antenna, 2x 617-806 and 4x 1695-2360 MHz, 65° HPBW, 3x RET, 600 MHz-Ready Antenna Technology

Electrical Specifications

Frequency Band, MHz	617-698	698-806	1695-1880	1850-1990	1920-2200	2300-2360
Gain, dBi	15.8	16.3	18.1	18.6	18.7	19.2
Beamwidth, Horizontal, degrees	66	61	58	61	64	62
Beamwidth, Vertical, degrees	10.4	9.3	5.6	5.2	4.9	4.4
Beam Tilt, degrees	2-13	2-13	2-12	2-12	2-12	2-12
USLS (First Lobe), dB	21	17	20	18	19	21
Front-to-Back Ratio at 180°, dB	31	29	35	35	35	35
Isolation, dB	28	28	28	28	28	28
Isolation, Intersystem, dB	30	30	30	30	30	30
VSWR Return Loss, dB	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0	1.5 14.0
PIM, 3rd Order, 2 x 20 W, dBc		-153	-153	-153	-153	-153
Input Power per Port, maximum, watts	300	300	300	300	300	250
Polarization	±45°	±45°	±45°	±45°	±45°	±45°
Impedance	50 ohm	50 ohm	50 ohm	50 ohm	50 ohm	50 ohm

Electrical Specifications, BASTA*

Frequency Band, MHz	617-698	698-806	1695-1880	1850-1990	1920-2200	2300-2360
Gain by all Beam Tilts, average, dBi	15.6	16.1	17.8	18.2	18.4	18.9
Gain by all Beam Tilts Tolerance, dB	±0.5	±0.3	±0.5	±0.5	±0.4	±0.4
	2 ° 15.5	2 ° 15.9	2 ° 17.7	2 ° 17.9	2 ° 18.1	2 ° 18.4
Gain by Beam Tilt, average, dBi	7 ° 15.8	7 ° 16.2	7 ° 17.9	7 ° 18.3	7 ° 18.6	7 ° 19.0
	13 ° 15.6	13 ° 15.9	12 ° 17.7	12 ° 18.2	12 ° 18.4	12 ° 18.8
Beamwidth, Horizontal Tolerance, degrees	±1.8	±4.2	±4.6	±6.2	±6	±5.1
Beamwidth, Vertical Tolerance, degrees	±0.6	±0.7	±0.3	±0.3	±0.4	±0.2
USLS, beampeak to 20° above beampeak, dB	18	14	15	15	16	17
Front-to-Back Total Power at 180° ± 30°, dB	25	23	27	28	28	28
CPR at Boresight, dB	23	25	17	20	19	23
CPR at Sector, dB	11	9	8	10	6	9

* CommScope® supports NGMN recommendations on Base Station Antenna Standards (BASTA). To learn more about the benefits of BASTA, [download the whitepaper Time to Raise the Bar on BSAs.](#)

Array Layout

SPECIFICATIONS

DC Surge Protection for RRH/RFM (High-Capacity Junction Box)
ASU9338TYP01 (RNSNDC-7771-PF-48)
Overvoltage Protection & Fiber Management Junction Box

Electrical

Model Numbers	ASU9338TYP01 (RNSNDC-7771-PF-48)
Nominal Operating Voltage	48 VDC
Nominal Discharge Current [I _n]	20kA 8/20 μs
Maximum Surge Current [I _{max}]	60kA 8/20 μs
Maximum Impulse (Lightning) Current per IEC 61643-1	5 kA 10/350 μs
Maximum Continuous Operating Voltage [U _c]	75 VDC
Voltage Protection Rating (VPR) per UL 1449 3rd Edition	400V
Protection Class as per IEC 61643-1	Class I
Input Power/Fiber	Hybrid, Coax Repurpose (Stinger or Discrete)
Output Power/Fiber	Hybrid Jumper Cables
Strikesorb Module Type	30-V1-HV

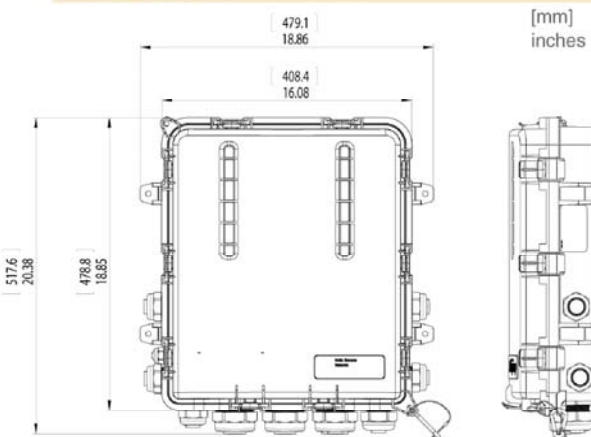
Mechanical

Suppression Connection Method	Compression lug, #14 - #2 AWG (2.1 mm ² - 33.6 mm ²) Copper; #12 - #2 AWG (3.3 mm ² - 33.6 mm ²) Aluminum
Fiber Connection Method	LC-LC Single mode
Environmental Rating	IP 67
Operating Temperature	-40° C to +80° C
UV Resistant	Yes
Weight	System: 14.85 lbs (5.82 kg) Mount: 4.15 lbs (1.88 kg) Total: 19 lbs (7.71 kg)
Combined Wind Loading	150mph (sustained): 135.55 lbs (603 N) 195mph (gust): 176.02 lbs (783 N)

Standards Compliance & Certifications

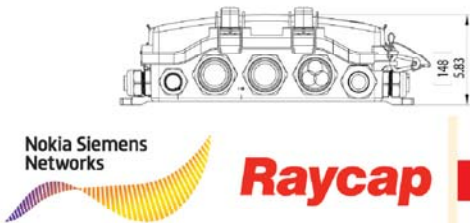
Strikesorb modules are compliant to the following Surge Protective Device (SPD) Standards	
Standards	ANSI/UL 1449 3rd Edition
	IEEE C62.41
	NEMA LS-1, IEC 61643-1:2005 2nd Edition (Class I Protection)
	IEC 61643-12
	EN 61643-11:2002 (including A11:2007)

Product Diagram



To order gland kits for coax reuse :

NSN Order Number	Raycap Order Number	Gland Kit - Installation Type
ASU9334TYP01	(7771-TWR-CX-STG-KIT)	Tower Coax Reuse (Stinger)
For use with NSN Standard 60 kA COVP-for Tower Coax Stinger sites- Order ONE kit per NSN Standard COVP pair		
ASU9335TYP01	(7771-TWR-CX-DSC-KIT)	Tower Coax Reuse (Discrete)
For use with NSN Standard 60 kA COVP-for Tower Coax Discrete 6AWG sites- Order ONE kit per NSN Standard COVP pair		
ASU9336TYP01	(7771-RFTP-CX-STG-KIT)	Rooftop Coax Reuse (Stinger)
For use with NSN Standard 60 kA COVP- Order ONE kit per NSN Standard COVP and 3 Rooftop Sector COVP pair		



www.raycapsurgeprotection.com



G02-00-167 120504

DRAWN BY: SN

REVIEWED BY: EPB

CHECKED BY: EPB

APPROVED BY: EPB

JOB NUMBER: DAO3927A

DESCRIPTION

REV

DATE

PCD REV 0

PRELIM CDS

04/12/18

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T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER: DAO3927A

SITE NAME: LIGHT FARMS WT

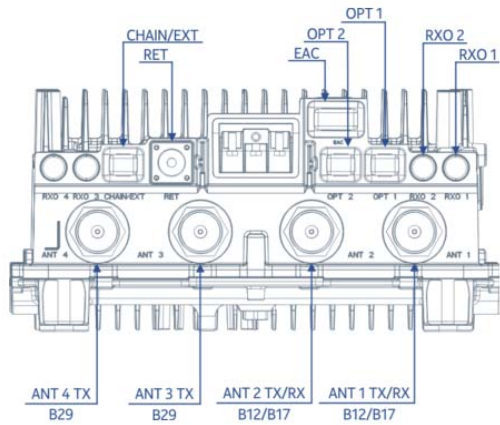
SITE ADDRESS: 1803 LIGHT FARMS WAY
CELESTIA, TX 75009

SHEET NAME: EQUIPMENT SPECIFICATIONS

SHEET # C-10

Packet Pg. 381

Attachment: 0427 TMobile Site (T-Mobile Lease Agreement)



Antenna Line Devices (ALDs) support

Table: FRBG ALD support

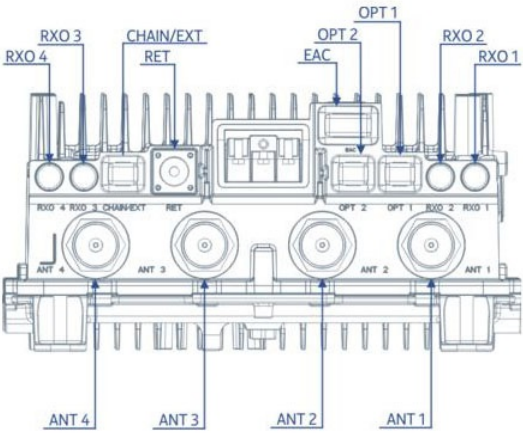
ALD support via antenna ports	Value
AISG	ANT1, RET: AISG 2.0
Legacy Siemens equipment	No
CWA (for non-AISG installations)	No
Voltage	ANT1: 14.5 V

FlexiRRH 4-pipe 1900 160W (FHFB)

Interfaces

FHFB interfaces

Interface	Label on the HW	Number of interfaces	Connector type	Additional info
Power connector	DC IN	1	3-pole screw terminal	
Antenna connector	ANT	4	7/16	
RF external connector	Rx EXT	4	QMA	
Remote Electrical Tilt	RET	1	8-pin circular	
External Alarm Connection	EAC	1	D-sub MDR14	
Optical interface	OPT 1, OPT2, CHAIN/EXT	3	SFP	6 Gbps, OBSAI



RF Module	FRIG	FRIJ
TX frequency range	2110 – 2155 MHz	2110 – 2200 MHz
RX frequency range	1710 – 1755 MHz	1710 – 1780 MHz
Output power	4×30 W/2×60 W	4×40 W
DL instantaneous BW	45 MHz	90 MHz
UL instantaneous BW	45 MHz	70 MHz
Antenna connectors	7/16 female connectors	4.3-10 connectors
Weight	24 kg (52.91 <u>lbs</u>)	21 kg (46.3 <u>lbs</u>)
Height/Width/Depth	18.09 in/15.74 in/6.47 in	23.6 in/5 in/16.1 in

7.X.b

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
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PCD REV 0	PRELIM CDS	04/12/18	

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T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DAO3927A
SITE NAME:
LIGHT FARMS WT
SITE ADDRESS:
1803 LIGHT FARMS WAY
CEI TNA TV 75000

SHEET NAME:
EQUIPMENT
SPECIFICATIONS

SHEET #
C-11

10'-0" MAX (VERIFY IN FIELD)

CENTER OF SHELTER PORT

4'-0"

#2 AWG SOLID JUMPER

(CABLE) SUPPORT BRACKET

(N) 24" WIDE ICE BRIDGE KIT W/ Z-BRACKET TRAPEZE. SITE PRO# IB24D-Z

(N) HYBRIDFLEX LINE W/ SPAN IN CABLE HANGERS

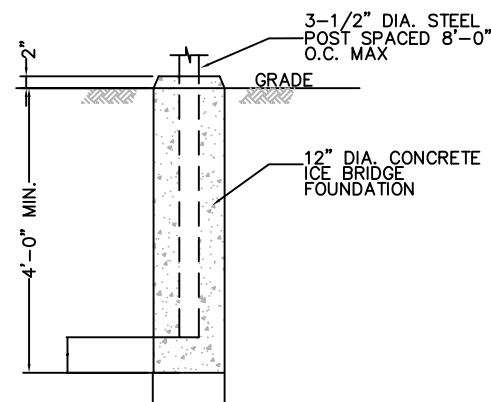
3-1/2" DIA. STEEL POST SPACED 8'-0" O.C. MAX

#2 AWG, CADWELD TO GROUND RING (TYP.)

GRADE

SCALE: NOT TO SCALE

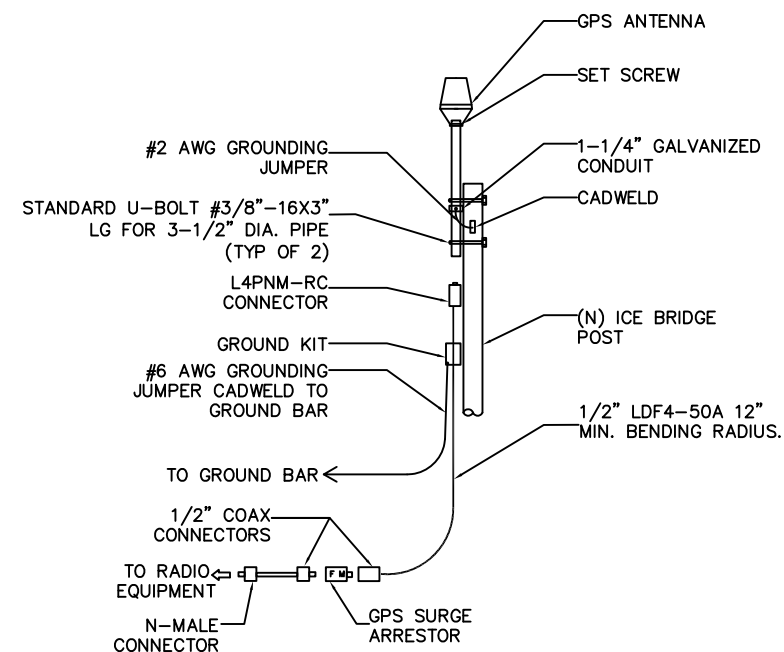
1
C-12



3. WHEN USING COMPONENTS, SUPPORT SHOULD BE PROVIDED AS CLOSE AS POSSIBLE TO THE END OF THE ICE BRIDGE, WITH A MAXIMUM CANTILEVER OF 2' FROM THE SUPPORT AT THE END.

SCALE: NOT TO SCALE

2
C-12



SCALE: NOT TO SCALE



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4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

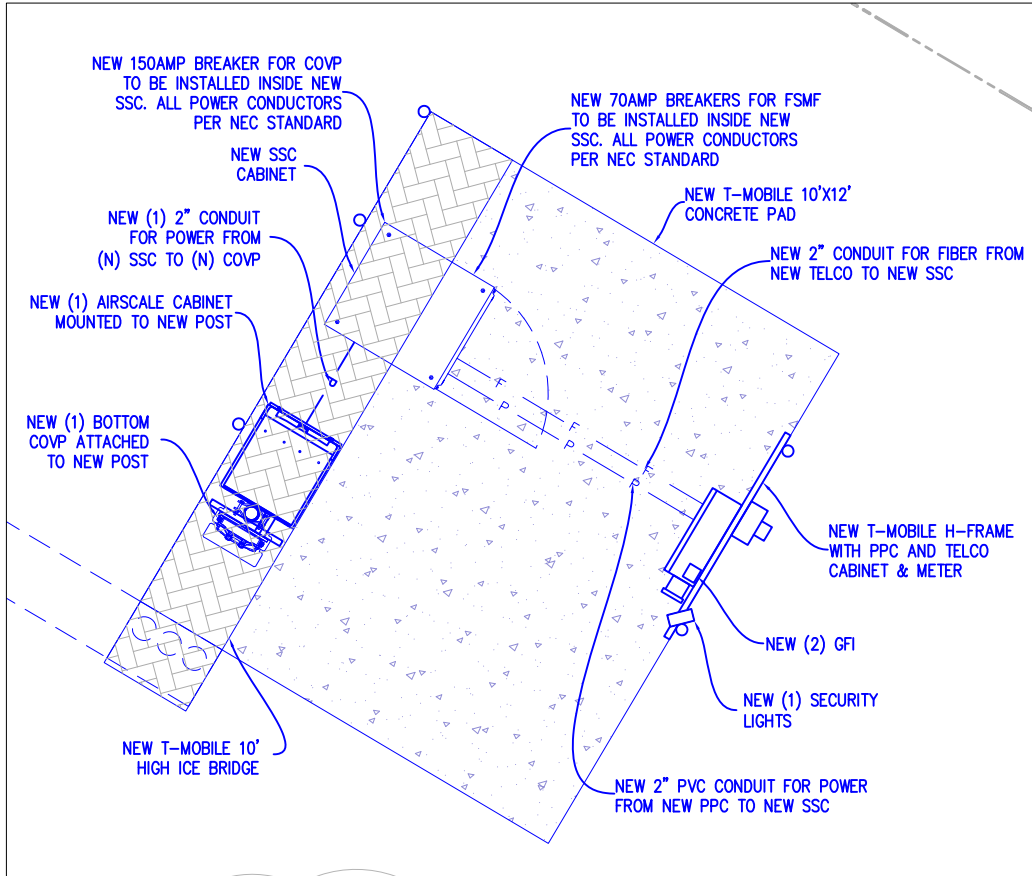
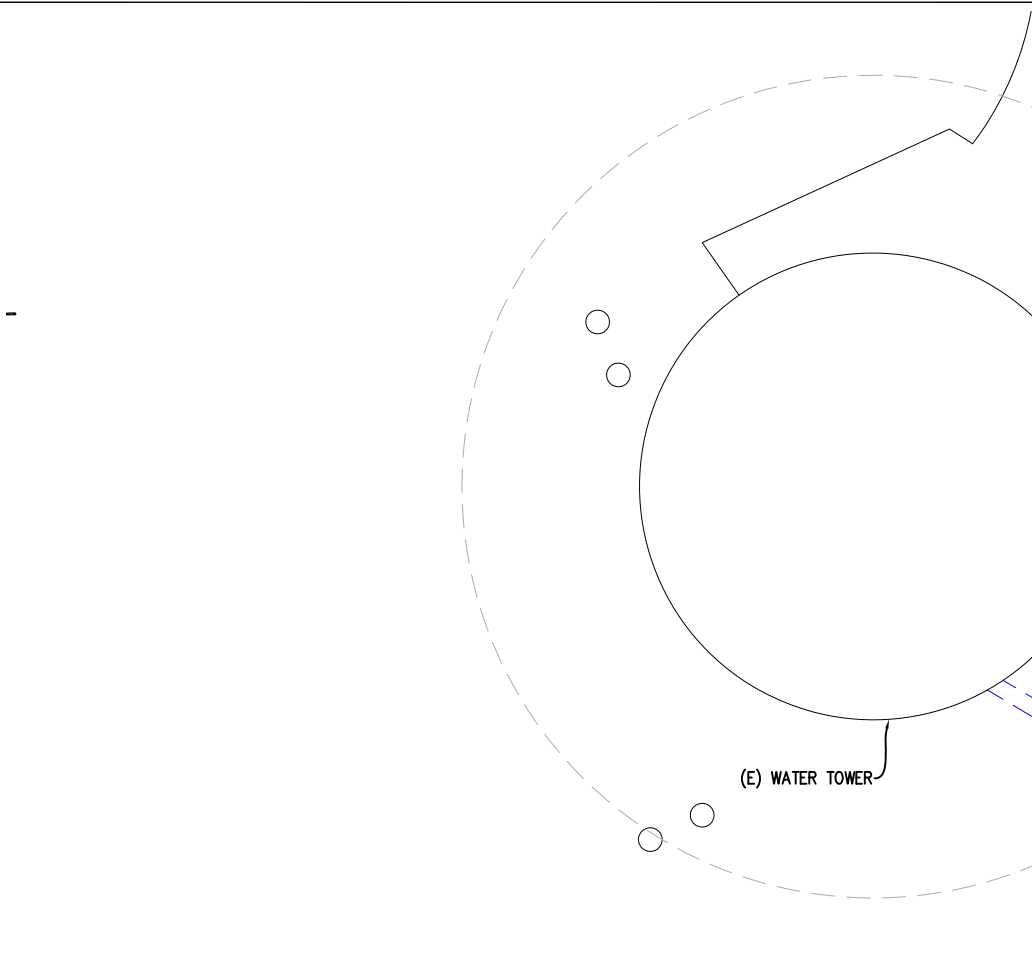
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T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE ADDRESS:
1803 LIGHT FARMS WAY
CEITNA TY 75000

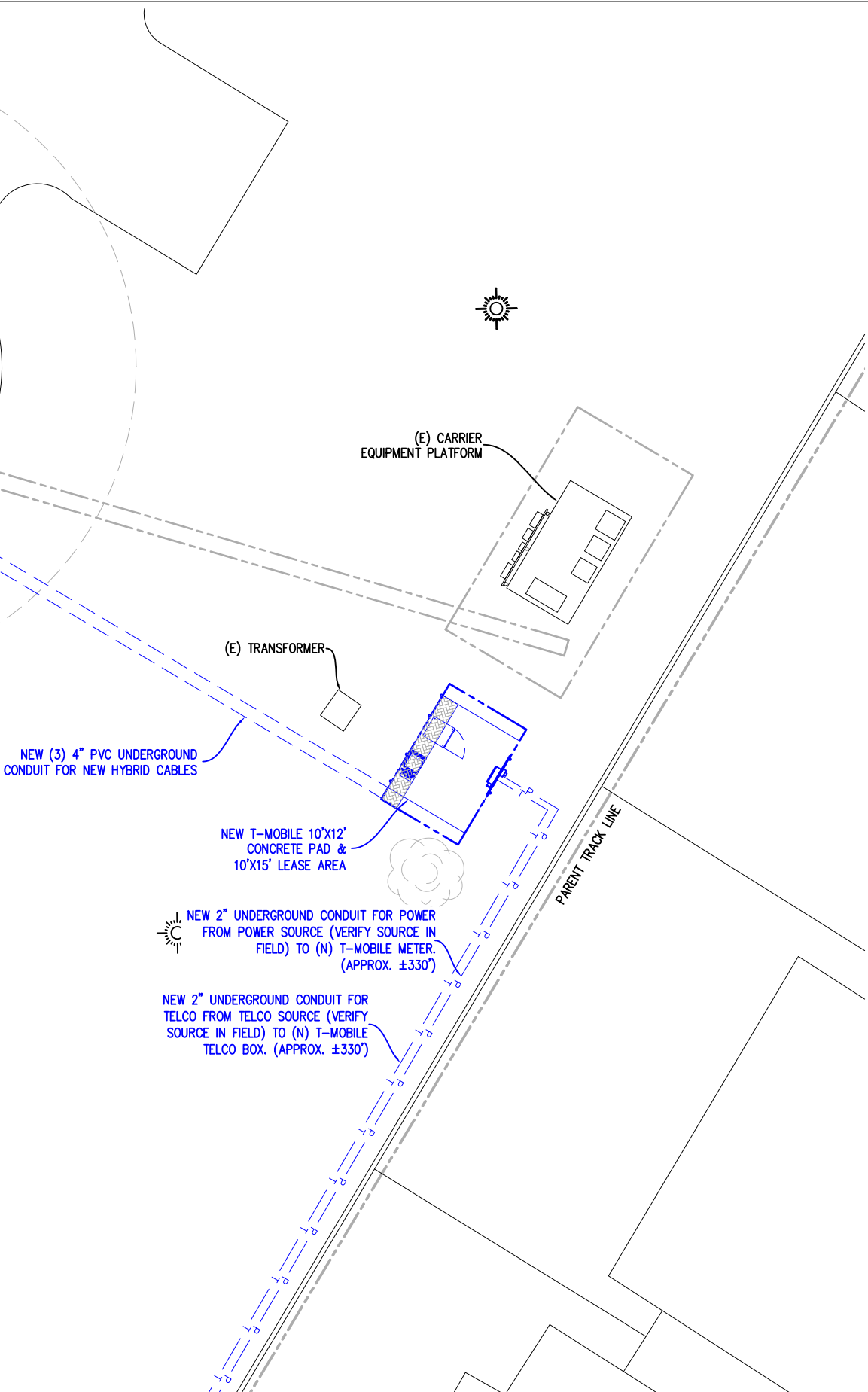
SHEET #
C-12



ENLARGED POWER/TELCO SITE PLAN

SCALE: 1/2"=1'-0"

1
E-1



ELECTRICAL SITE PLAN

SCALE: 1/8"=1'-0"

2
E-1

ELECTRICAL NOTES

- ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE (N.E.C.) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL PERMITS AND RELATED FEES.
- ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE UNDERWRITERS LABORATORIES (U.L.) LISTED, NEW, FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE BY OWNER OR HIS REPRESENTATIVE. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FAULTY WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS AND LABOR TO CORRECT THE TROUBLE WITHOUT COST TO THE OWNER.
- ALL WORK SHALL BE EXECUTED IN A WORKMAN LIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED. CONTRACTOR SHOULD AVOID DAMAGE TO EXISTING UTILITIES WHEREVER POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING RELATED TO ELECTRICAL WORK, AND SHALL RESTORE ALL EXISTING LANDSCAPING, SPRINKLER SYSTEMS, CONDUITS, WIRING, PIPING, ETC. DAMAGED BY THE ELECTRICAL WORK TO MATCH EXISTING CONDITIONS.
- ELECTRICAL WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ELECTRICAL POWER AND LIGHTING SYSTEMS, TELEPHONE AND COMMUNICATION SYSTEMS, PANEL BOARDS, CONDUIT, CONTROL WIRING, GROUNDING, ETC. AS INDICATED ON ELECTRICAL DRAWINGS AND/OR AS REQUIRED BY GOVERNING CODES.
- PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING SITE LOCATIONS AND CONDITIONS AND UTILITY SERVICE REQUIREMENTS OF THE JOB, AND BY REFERENCE TO ENGINEERING AND EQUIPMENT SUPPLIERS DRAWINGS. SHOULD THERE BE ANY QUESTION OR PROBLEM CONCERNING THE NECESSARY PROVISIONS TO BE MADE, PROPER DIRECTIONS SHALL BE OBTAINED BEFORE PROCEEDING WITH ANY WORK.
- FOR NEW INSTALLATIONS, PROVIDE POWER AND TELEPHONE TO SERVICE POINTS PER UTILITY COMPANY REQUIREMENTS. CONTRACTOR SHALL CONTACT UTILITY SERVICE PLANNERS AND OBTAIN ALL SERVICE REQUIREMENTS AND INCLUDE COSTS FOR SUCH IN THEIR BID.
- SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT WITHSTAND RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL ON THE UTILITY TRANSFORMER SECONDARY, THE INSULATION SHALL BE FREE FROM ANY SHORT CIRCUITS AND GROUNDS.
- ALL CONDUCTORS SHALL BE STRANDED COPPER WITH THHN/THWN AND 600 VOLTS INSULATION. ALL GROUND CONDUCTORS TO BE PROPERLY SIZED COPPER. (STRANDED OR SOLID).
- IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS, THE NOTE, SPECIFICATION OR CODE WHICH PROSCRIBES AND ESTABLISHES THE HIGHEST STANDARD OF PERFORMANCE SHALL PREVAIL.
- SERVICE CONDUITS SHALL HAVE NO MORE THAN (3) 90 DEGREE BENDS IN ANY SINGLE RUN. THE CONTRACTOR SHALL PROVIDE PULL BOXES AS NEEDED WHERE CONDUIT REQUIREMENTS EXCEED THESE CONDITIONS. PULL WIRES AND CAPS SHALL BE PROVIDED AT ALL SPARE CONDUITS FOR FUTURE USE.
- ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED TO WITHSTAND 100 M.P.H. WIND SPEED AND DESIGNED FOR OUTDOOR EXPOSURE.
- ALL COAX, POWER AND TELEPHONE SYSTEM CONDUITS SHALL HAVE A MINIMUM 24" SCH. 80 PVC RADIUS SWEEPS BELOW GRADE UNLESS OTHERWISE NOTED, OR AS REQUIRED BY UTILITY COMPANIES. PROVIDE NEMA 3R WEATHER PROOF ENCLOSURES FOR ALL EXTERIOR LOCATIONS. CONDUIT ABOVE GRADE SHALL GALVANIZED METALIC CONDUIT (IMC OR RGS).
- FUSE TYPE SHALL BE BUSSMAN RKI LOW PEAK FUSE (LPU-RK-100).
- UPON COMPLETION OF THE JOB, THE CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS TO THE OWNER.
- GENERAL GROUNDING CRITERIA 1ST STEP: GROUND TO EXISTING GROUND RING. TEST GROUNDING RESISTANCE TO WITHIN 1 TO 5 OHMS OVERALL GROUND RESISTANCE. WHERE THE EFFECTIVE RESISTANCE DOES NOT MEET THIS CRITERIA, PROVIDE SUPPLEMENTAL GROUNDING AND RE-TEST UNTIL GROUND RESISTANCE FALLS BELOW THIS LEVEL. SUPPLEMENTAL GROUND MAY CONSIST OF ONE OR MORE OF THE FOLLOWING:
 - COUNTERPOISE,
 - UFER GROUND,
 - GROUND ROD AND/OR GROUND WELL IN EXTREMELY ADVERSE SOIL CONDITIONS.
- CONTRACTOR SHALL COLOR PHASE CONDUCTORS BLACK (B PHASE), RED (A PHASE), WHITE (NEUTRAL), AND GREEN (GROUND).

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:	DA03927A	DESCRIPTION	DATE
REV	PCD	REV 0	PRELIM CDS
			04/12/18

BROADUS
services

4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

EPB ASSOCIATES, INC.

Civil + Structural Engineers
TX Registration No. F-9923
4101 McEwen Rd., #235
Dallas, Texas 75244
(972) 239-5495

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELTINA TV 75000

SHEET NAME:
ELECTRICAL
SITE PLAN

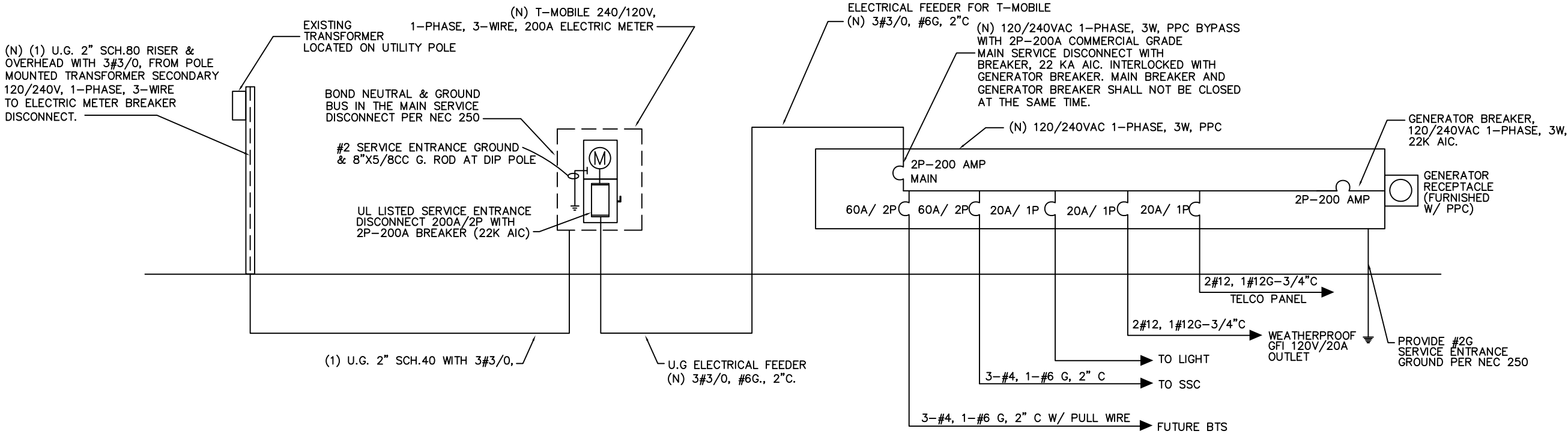
SHEET #
E-1

Packet Pg. 384

7.X.b

Attachment: 0427 TMobile Site (T-Mobile Lease Agreement)

ELECTRIC LOAD SUMMARY					
AREA OF SPACE (164) SF			SERVICE VOLTAGE 120/240V. 1-PHASE		
	CONNECTED LOAD		DEMAND FACTOR	DEMAND LOAD	
	KVA	AMPS		KVA	AMPS
LIGHTING (175W HPS)	0.57	2.4	1.25	0.7	3.0
RECEPTACLES (2)	1.06	4.4	1.0	1.1	4.4
SITE SUPPORT CABINET	9.0	37.5	1.0	9.0	37.5
TELCO PANEL	0.12	0.5	1.0	0.1	0.5
SPARE				9.2	38.2
TOTAL DEMAND LOAD				20.1	83.6
TOTAL SERVICE LOAD AMP					200



ELECTRICAL RISER DIAGRAM
SCALE: N.T.S

1
E-2

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:	DA03927A	DATE	
REV	DESCRIPTION	PCD	REV 0
	PRELIM	CDS	04/12/18

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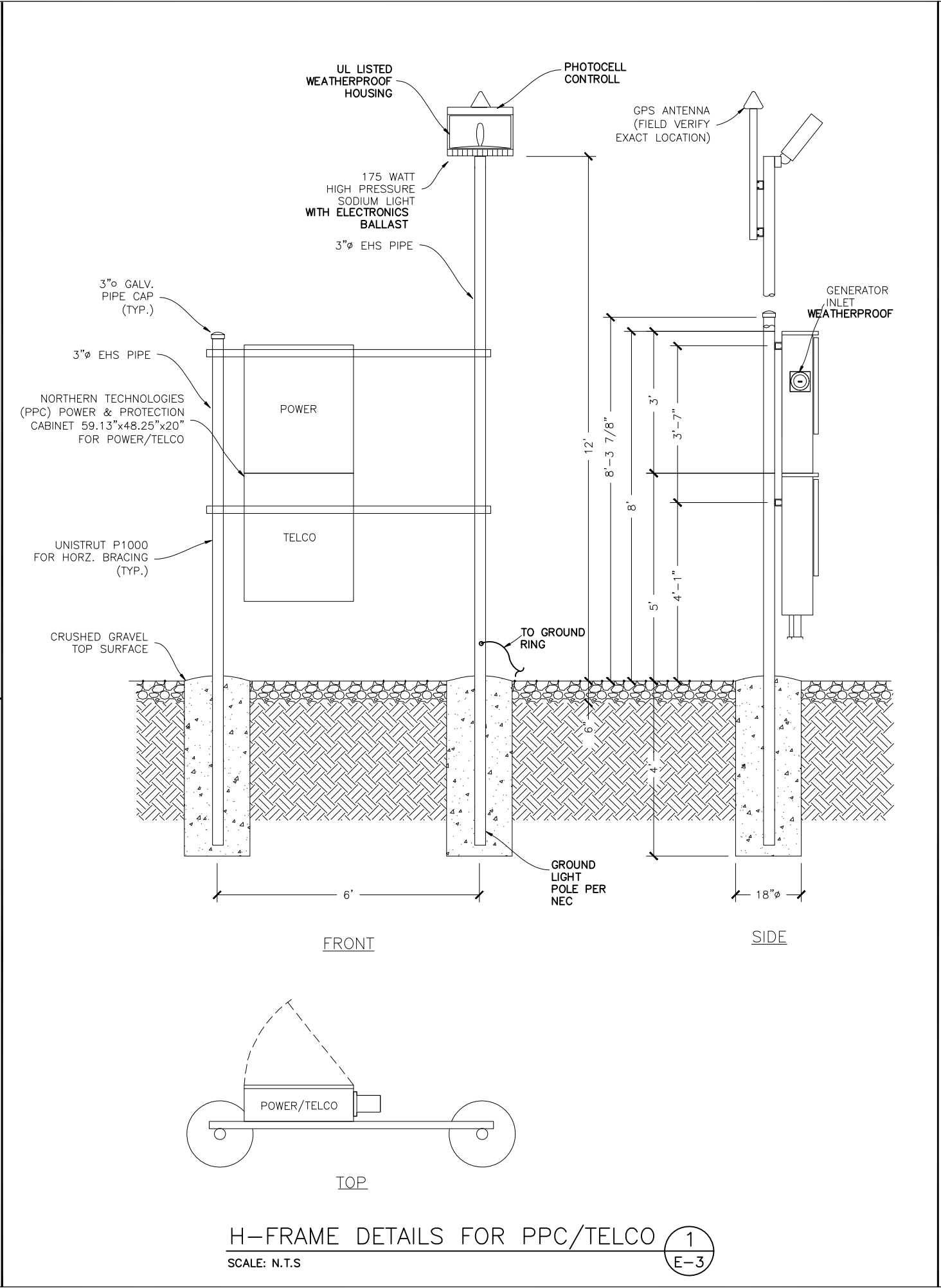
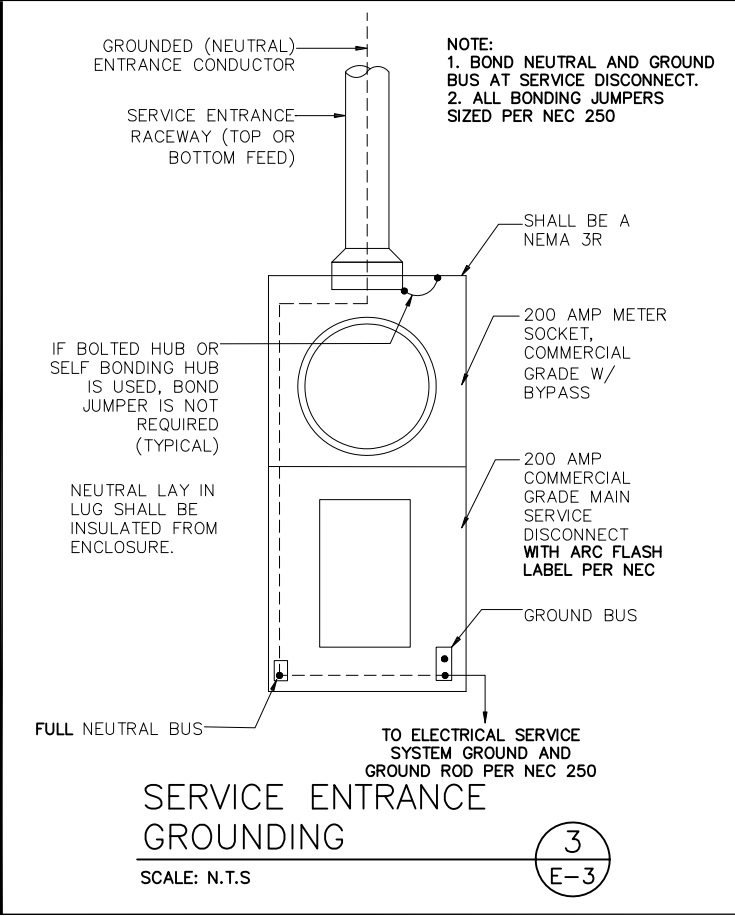
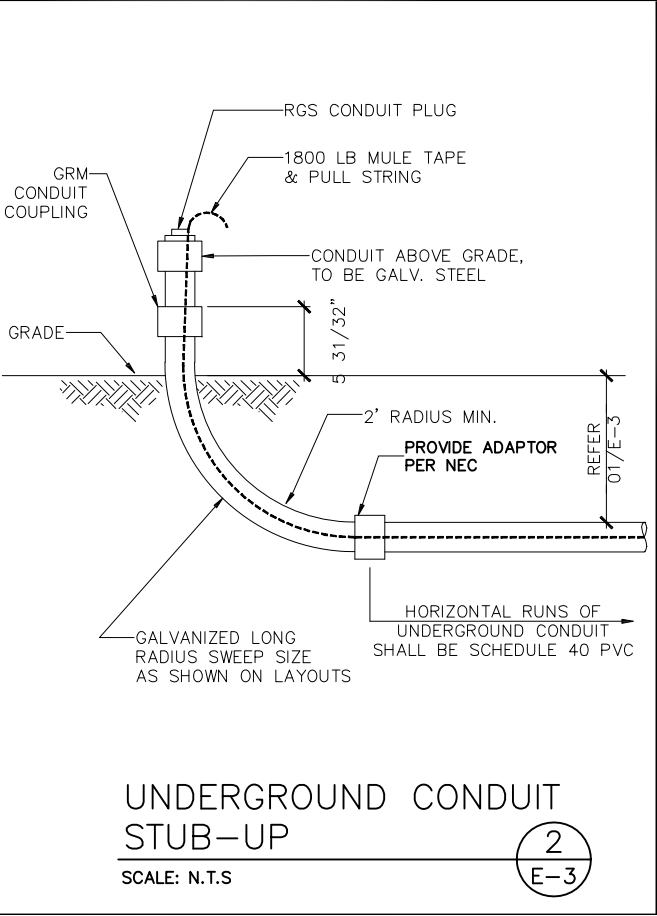
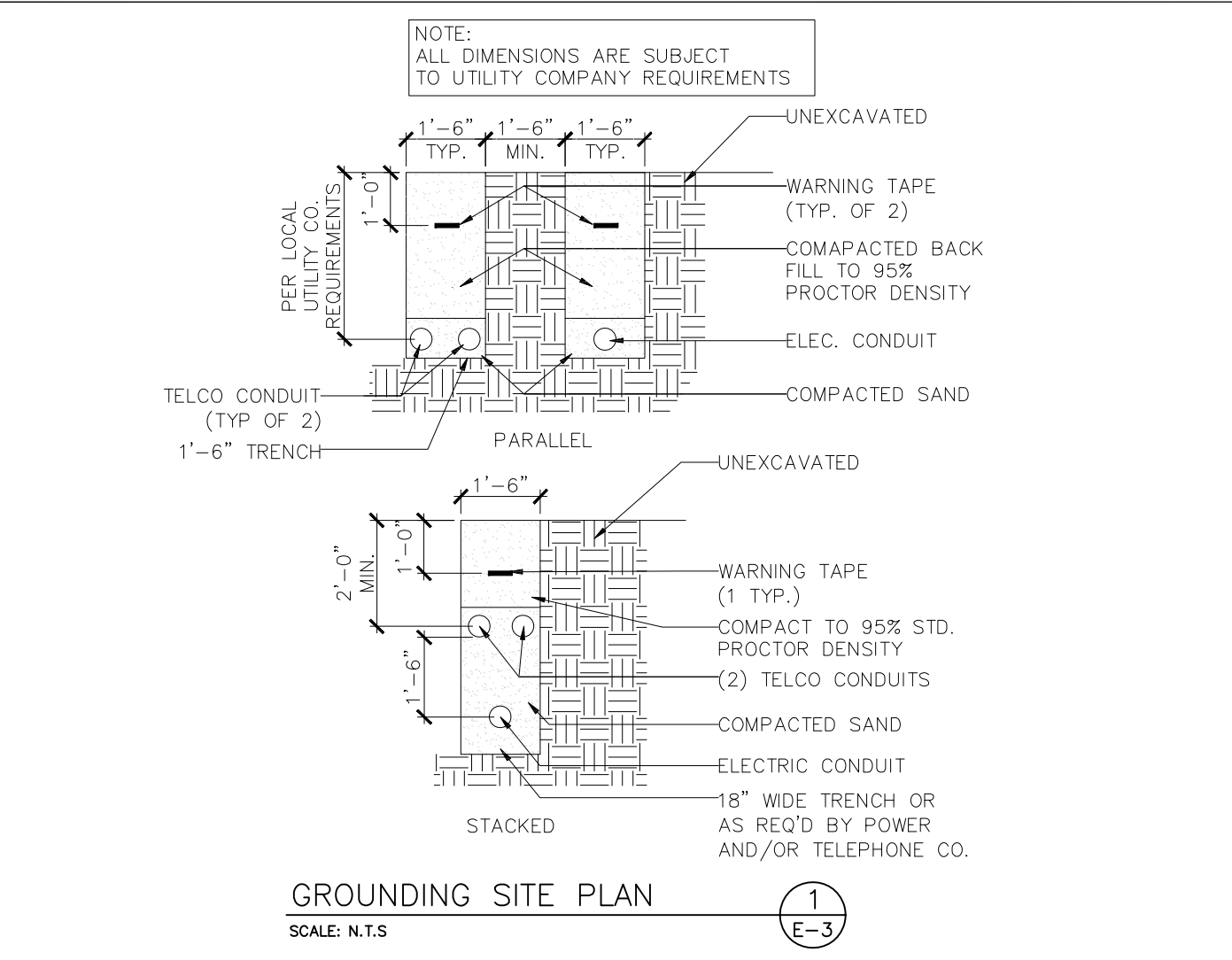
SITE NUMBER:
DA03927A

SITE NAME:
LIGHT FARMS WT

SITE ADDRESS:
1803 LIGHT FARMS WAY
CELTINA TV 75000

SHEET NAME:
ELECTRICAL RISER
DIAGRAM

SHEET #
E-2



DRAWN BY: SN	REVIEWED BY: EPB	CHECKED BY: EPB	APPROVED BY: EPB	JOB NUMBER: DA03927A	DESCRIPTION	DATE
REV	PCD	REV	0	PRELIM	CDS	04/12/18

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DALWORTHINGTON GARDENS
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FRISCO, TX 75034

SITE NUMBER: DA03927A

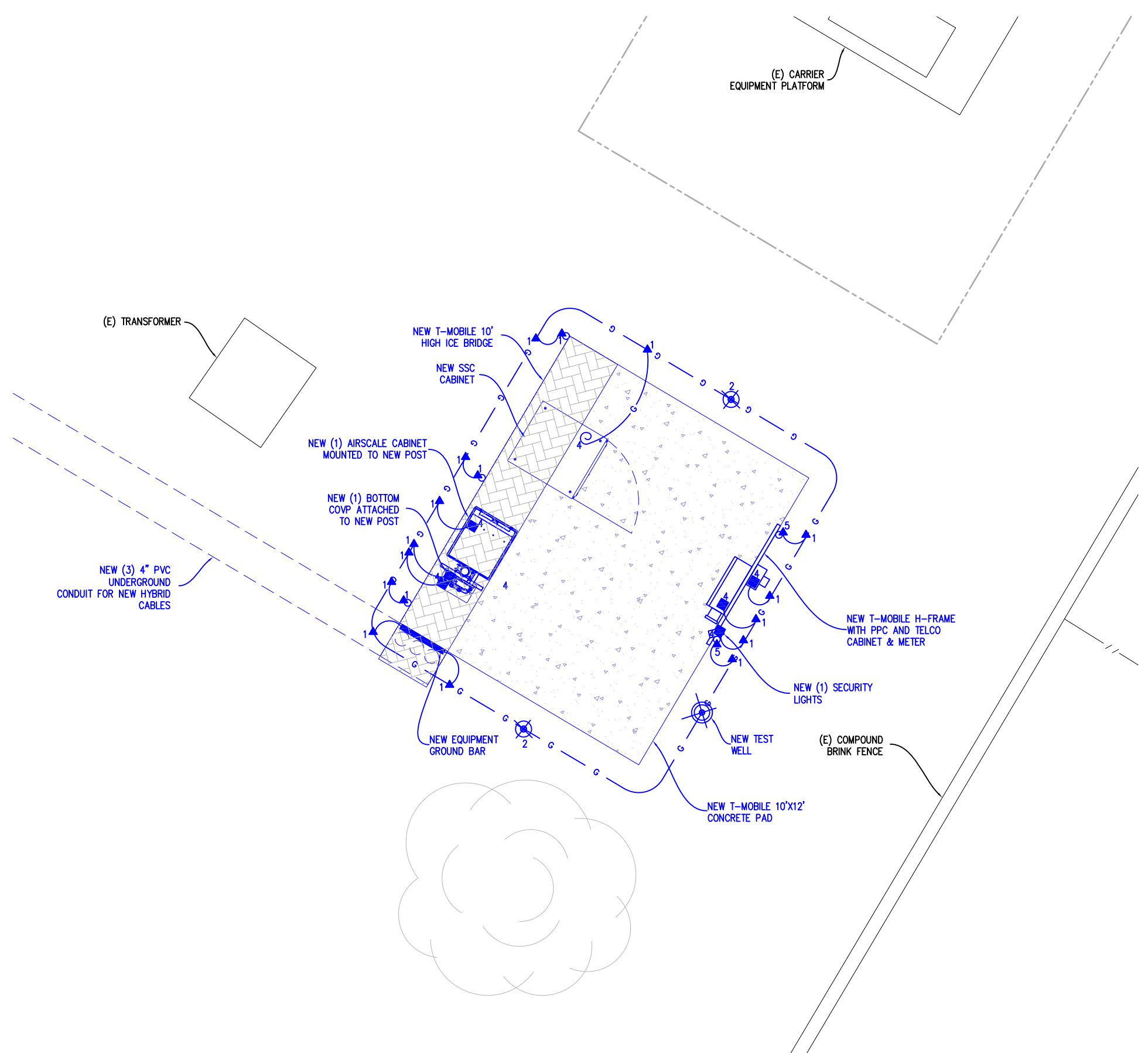
SITE NAME: LIGHT FARMS WT

SITE ADDRESS: 1803 LIGHT FARMS WAY
CELINA, TX 75009

SHEET NAME: ELECTRICAL DETAILS

SHEET # E-3

Packet Pg. 386



GROUNDING SITE PLAN
SCALE: 1/2"=1'-0"

1
E-4

CAD WELD CONNECTIONS

NO.	DESCRIPTION	MOLD NO.	WELD NO.
1	#2 SOLID TO #2 SOLID	PTC-1T1T	65
2	#2 SOLID TO GROUND ROD	GTC-161T	90
3	#2 SOLID TO FENCE POST	VBC	

BURNDY CONNECTIONS

NO.	DESCRIPTION	PART NO.
4	#6 GREEN STRANDED 2-HOLE COMPRESSION LUG	
5	#2 SOLID TO POST	KC
6	BRAIDED STRAP BOLTED TO GATE POSTS	BD18G92

* CHECK WITH PROJECT MANAGER FOR CONNECTION TYPE
IF TABS ARE NOT PRESENT ON MONOPOLE OR TOWER.

LEGEND

- ▲ CADWELD CONNECTION
- BURNDY CONNECTION
- G — G — #2 AWG TINNED SOLID BARE CU
(GROUND RINGS SHALL BE 2'-6" BELOW GRADE)
- (E) GROUND RING

7.X.b

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:		DESCRIPTION	DATE
DAO3927A			04/12/18
REV	PCD	REV 0	PRELIM
			CDS

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4101 McEwen Rd., #235
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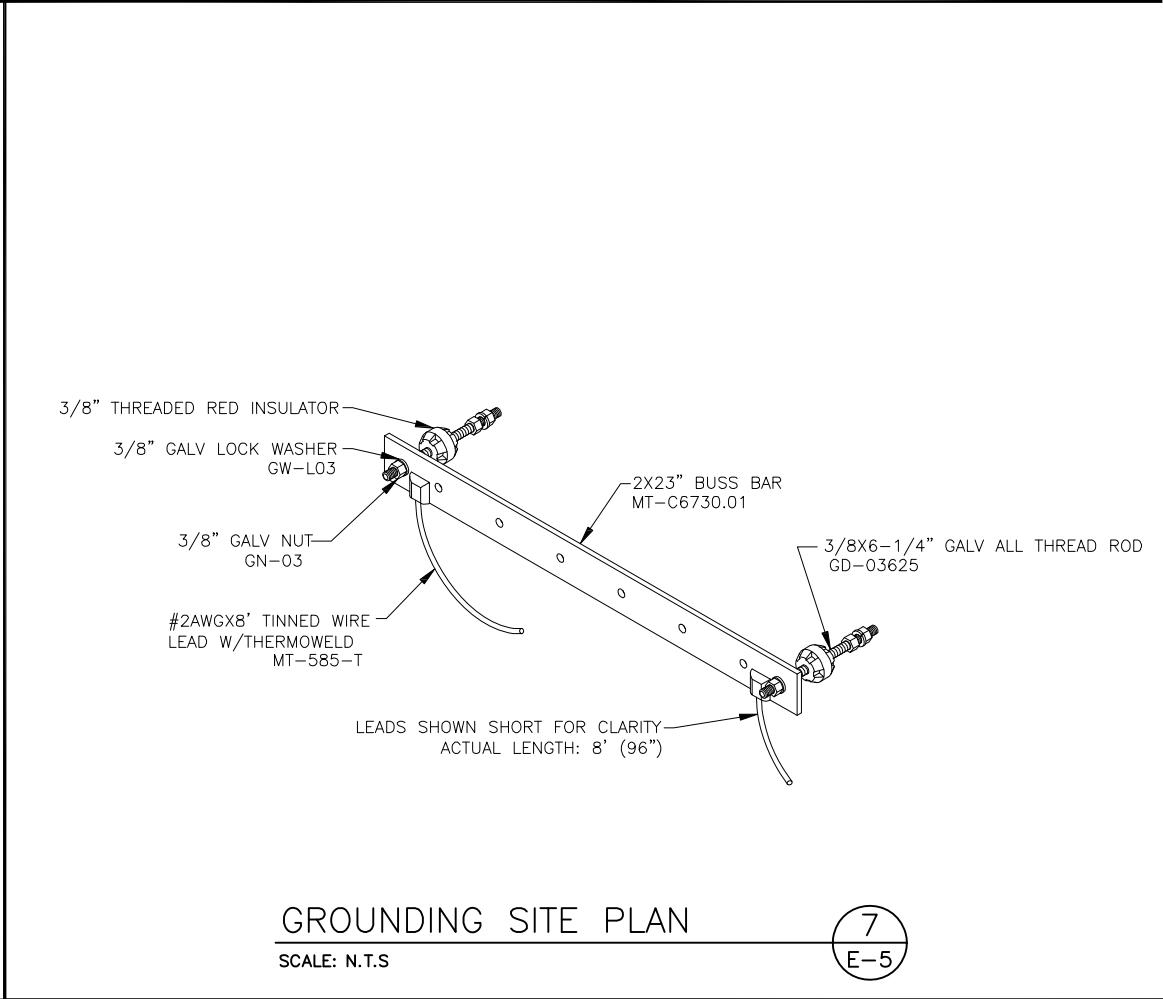
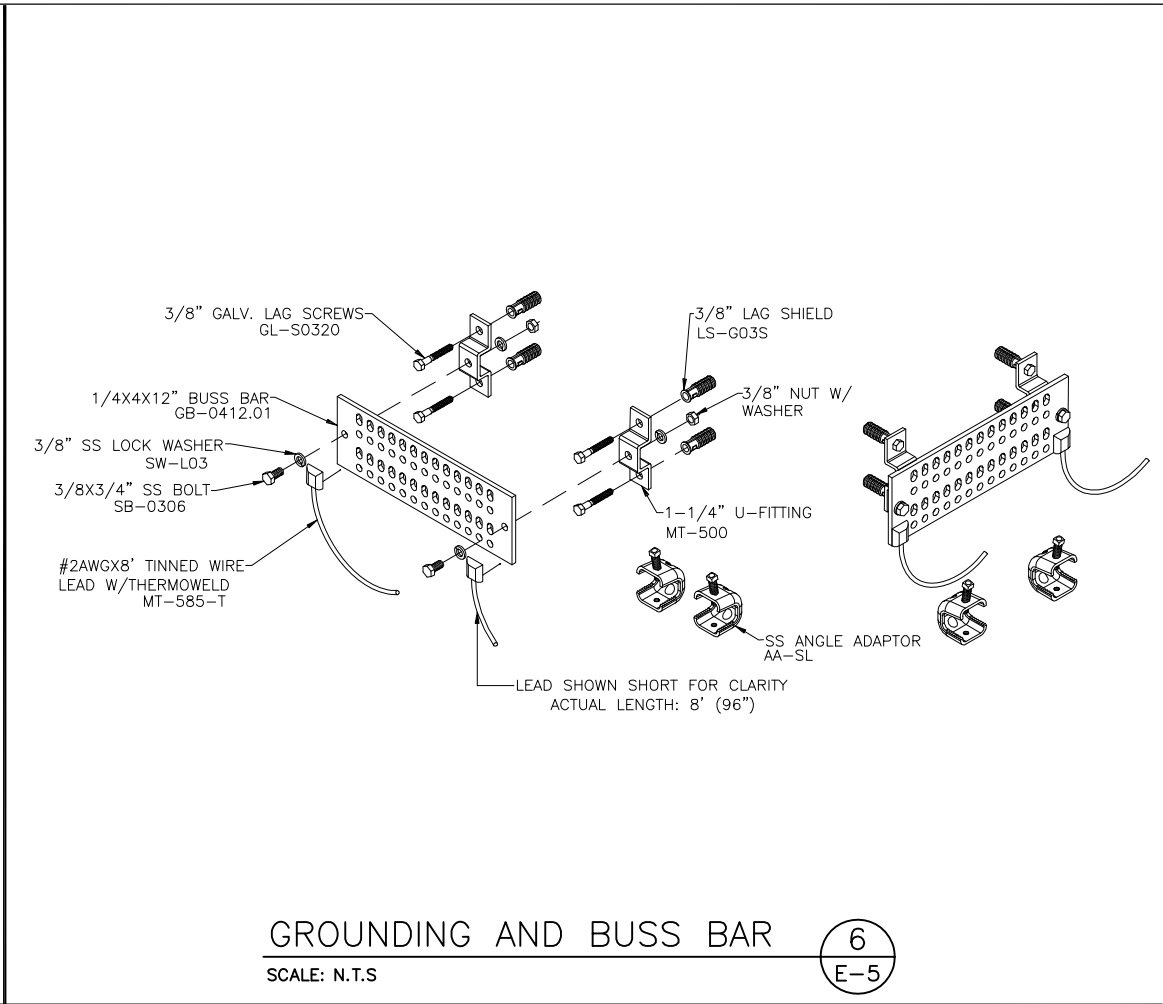
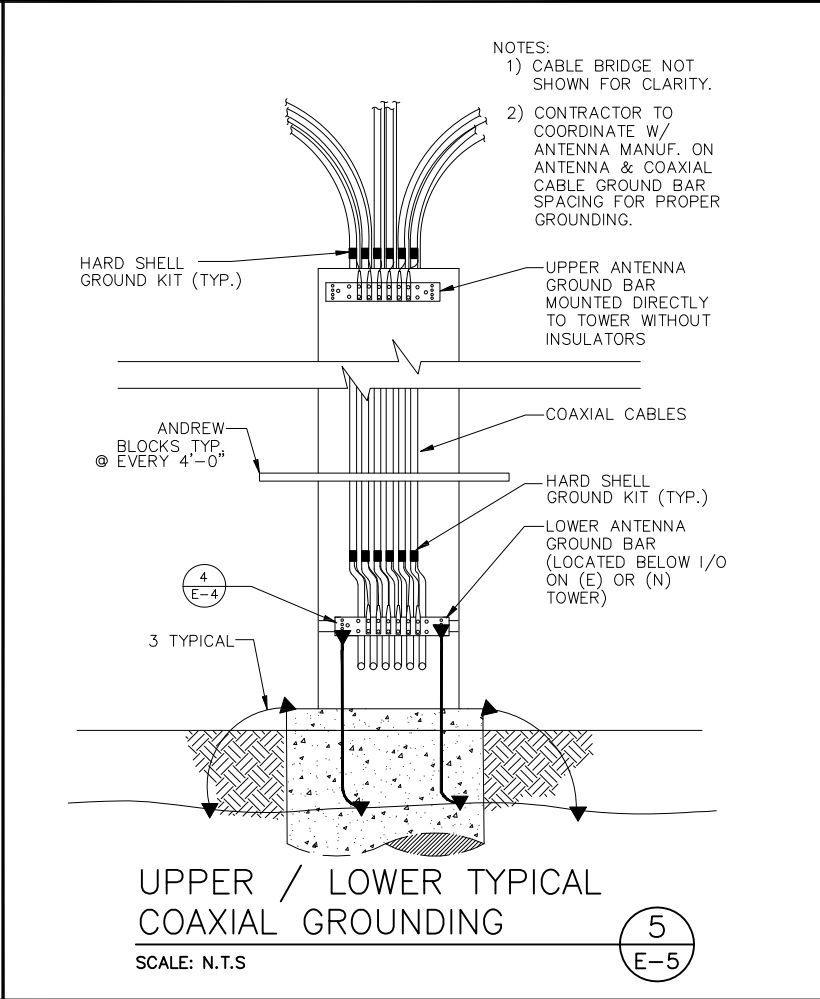
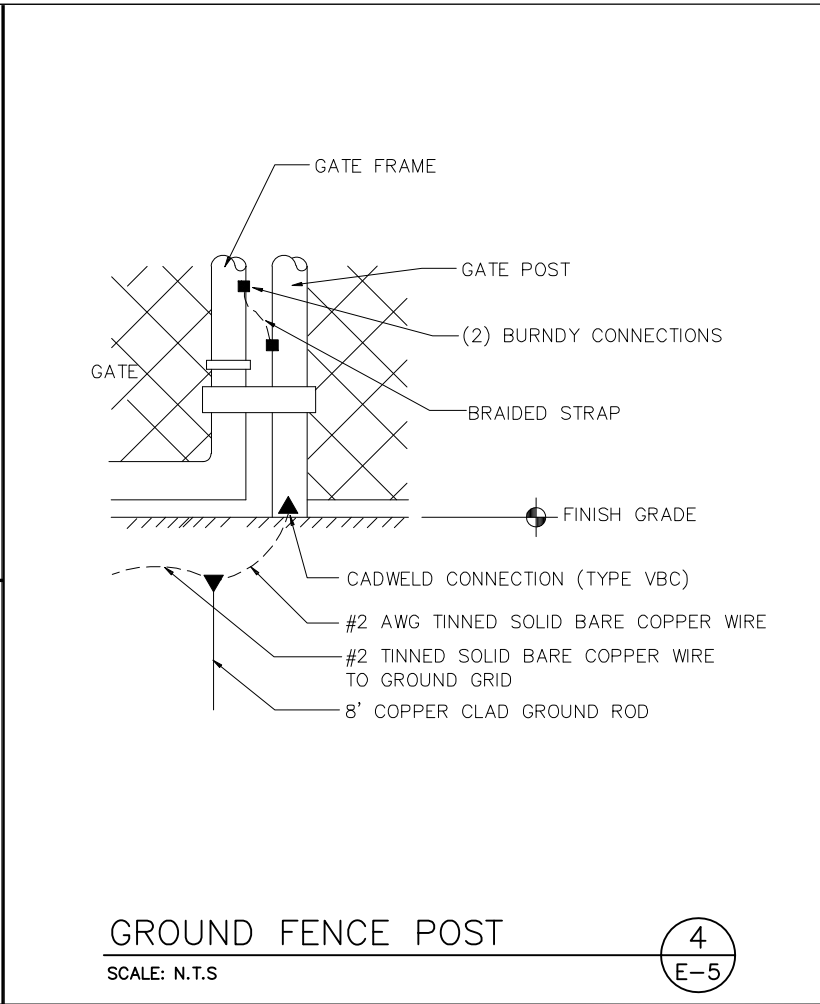
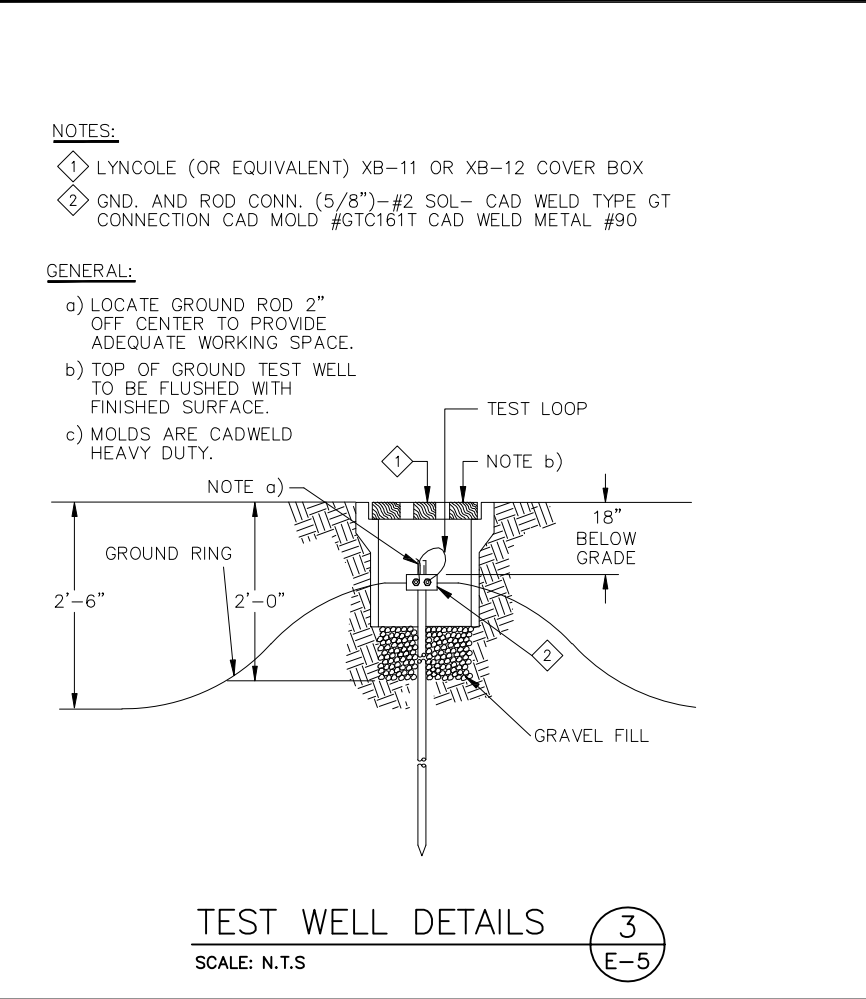
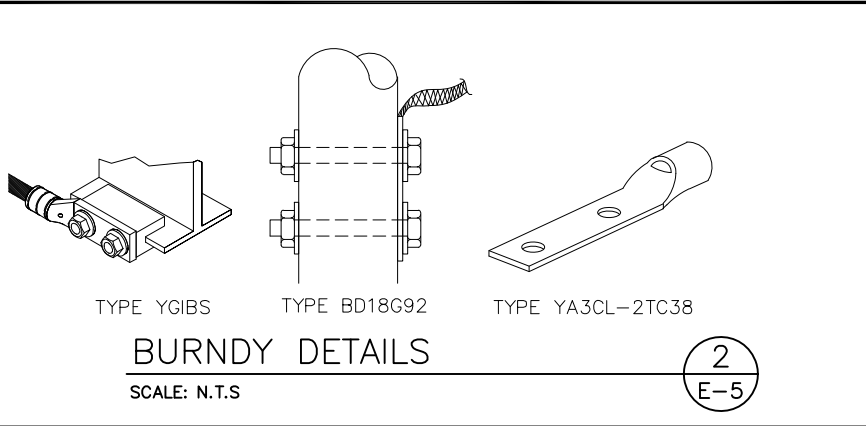
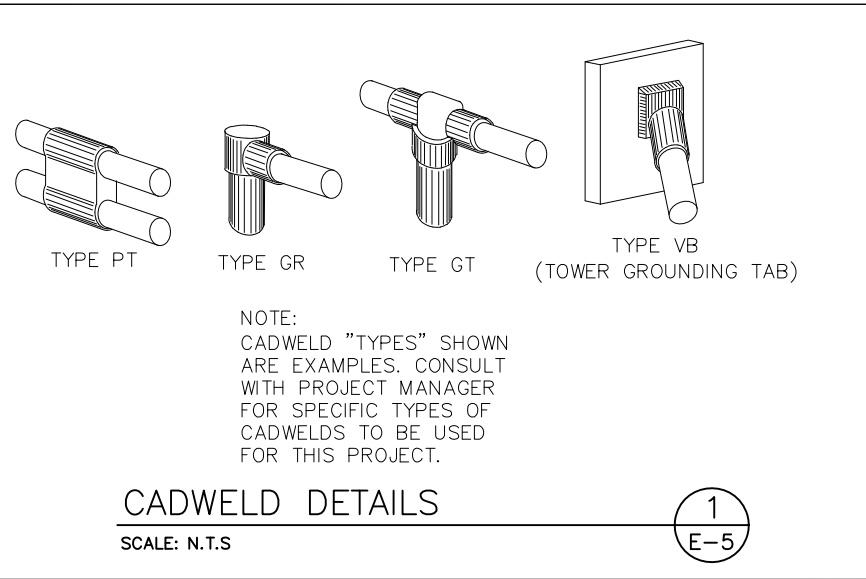
T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DAO3927A
SITE NAME:
LIGHT FARMS WT
SITE ADDRESS:
1803 LIGHT FARMS WAY
CELTINA TV 75000

SHEET NAME:
GROUNDING
SITE PLAN

SHEET #
E-4



DRAWN BY: SN		REVIEWED BY: EPB		7.X.b	
CHECKED BY: EPB		APPROVED BY: EPB			
JOB NUMBER: DA03927A		DESCRIPTION		DATE	
REV		PRELIM		CDS	
PCD		REV		04/12/18	

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TEXAS 76016

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4101 McEwen Rd., #235
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T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER: DA03927A

SITE NAME: LIGHT FARMS WT

SITE ADDRESS: 1803 LIGHT FARMS WAY
CELINA, TX 75009

SHEET NAME: GROUNDING DETAILS

SHEET # E-5

Packet Pg. 388

GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (EDITION ACCEPTED BY LOCAL JURISDICTION) AND APPLICABLE LOCAL CODES.
2. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
3. ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.
4. WIRES AND CABLES FOR POWER AND LIGHTING SHALL BE COPPER WITH TYPE XHHW, THWN, OR THHN INSULATION. SOLID CONDUCTORS FOR #10 AWG AND SMALLER, STRANDED FOR LARGER THAN #10 AWG. MINIMUM SIZE #12 AWG.
5. WIRES AND CABLES FOR POWER SHALL BE INSTALLED IN GALVANIZED RIGID STEEL CONDUIT OR FLEXIBLE LIQUID TIGHT CONDUIT AS INDICATED ON DRAWING.
6. CONTRACTOR TO OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
7. CONTRACTOR TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL AND COORDINATE WITH UTILITY COMPANIES SERVICE ENTRANCE REQUIREMENTS.
8. PROVIDE ALL LABOR AND MATERIAL DESCRIBED ON THIS DRAWING, AND ALL ITEMS INCIDENTAL TO COMPLETING AND PRESENTING THIS PROJECT AS FULLY OPERATIONAL.
9. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CADWELD") TO ANTENNA MASTS AND THE GROUND BARS. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION FITTINGS.
10. GROUND COAXIAL CABLE SHIELDS AT BOTH ENDS WITH COAX CABLE GROUNDING KITS & INSTALL WEATHER PROOFING KIT AT EACH CONNECTION
11. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. GROUNDING LEADS SHOULD NEVER BE BENT AT RIGHT ANGLE, ALWAYS MAKE AT LEAST 12" RADIUS BENDS. #6 WIRE CAN BE BENT AT 6" RADIUS WHEN NECESSARY.
12. CONTRACTOR TO PROVIDE GROUND RING AS SHOWN ON GROUNDING SITE PLAN AND GROUNDING RISER DIAGRAM. CONTRACTOR SHALL TEST AND VERIFY THAT THE IMPEDANCE DOES NOT EXCEED 5 OHMS TO GROUND BY MEANS OF A BIDDLE-MEGGER TESTER. GROUNDING AND OTHER OPERATIONAL TESTING SHALL BE WITNESSED BY THE OWNER'S REPRESENTATIVE.
13. CONTRACTOR TO PROVIDE TELEPHONE CONDUIT AS SHOWN ON PLANS
14. CONTRACTOR TO PROVIDE ELECTRIC CONDUIT AS SHOWN ON PLANS
15. NOTIFY LOCAL UTILITY SERVICE PRIOR TO ANY INSTALLATION.
16. ALL EQUIPMENT FURNISHED BY OTHERS SHALL BE PROVIDED WITH PROPER MOTOR STARTERS, DISCONNECTS, CONTROLS, ETC. BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE. THE ELECTRICAL CONTRACTOR SHALL INSTALL AND COMPLETELY WIRE ALL ASSOCIATED EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S WIRE DIAGRAMS AND AS REQUIRED FOR A COMPLETE OPERATING INSTALLATION. ELECTRICAL CONTRACTOR SHALL VERIFY AND COORDINATE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF EQUIPMENT PRIOR TO ROUGH-IN OF CONDUIT AND WIRING TO AVOID CONFLICTS. WHERE APPLICABLE
17. GROUNDING CONDUCTORS SHALL BE COPPER ONLY. ABOVE GROUND EITHER SOLID OR STRANDED CONDUCTORS ARE PERMITTED. IGR AND ALL EXTERNAL CONDUCTORS (WITH THE EXCEPTION FOR GROUND WIRE BETWEEN THE TOP AND THE BOTTOM OF THE ANTENNA TOWER) MUST BE BARE. EQUIPMENT GROUND LEADS IN CABLE TRAYS MUST BE GREEN INSULATED.
18. UTILITY COMPANY COORDINATION:
ELECTRICAL CONTRACTOR SHALL CONFIRM THAT ALL WORK IS IN ACCORDANCE WITH THE RULES OF THE LOCAL UTILITY COMPANY BEFORE SUBMITTING HIS BID, THE CONTRACTOR SHALL CHECK WITH THE UTILITY COMPANIES SUPPLYING SERVICE TO THIS PROJECT AND SHALL DETERMINE FROM THEM ALL EQUIPMENT AND CHARGES WHICH THEY WILL REQUIRE AND SHALL INCLUDE THE COST IN HIS BID
19. ALL CADWELDS ABOVE FINISHED GRADE SHALL BE PAINTED WITH CO-GALVANIZED ZINC ENRICHED PAINT TO MATCH COLOR OBJECT BONDED TO.

CONDUITS AND WIRING

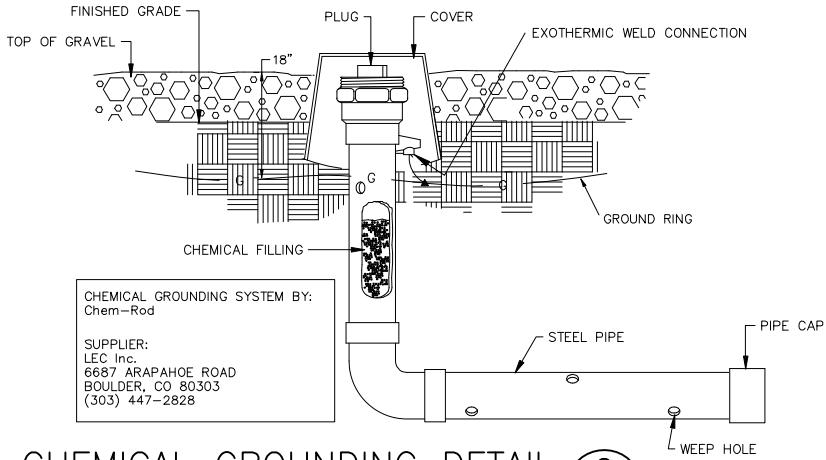
1. WIRING OF EVERY KIND MUST BE INSTALLED IN CONDUIT, UNLESS NOTED OTHERWISE, OR AS APPROVED BY THE ENGINEER AND ACCEPTABLE TO AHJ
2. UNLESS OTHERWISE SPECIFIED, ALL WIRING SHALL BE COPPER (CU) TYPE THWN, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE
3. RACEWAYS SHALL BE GALVANIZED STEEL, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, UNLESS OTHERWISE NOTED. ALL RACEWAYS SHALL BE APPROVED FOR THE INSTALLATION
4. PULL OR JUNCTION BOXES SHALL BE PROVIDED AS REQUIRED TO FACILITATE INSTALLATION OF RACEWAYS AND WIRING
5. PROVIDE A COMPLETE RACEWAY AND WIRING INSTALLATION, PERMANENTLY AND EFFECTIVELY GROUNDING IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE AND LOCAL CODES

COORDINATION WITH UTILITY COMPANY

THE ELECTRICAL CONTRACTOR SHALL COORDINATE COMPLETE ELECTRICAL SERVICE WITH LOCAL UTILITY COMPANY FOR COMPLETE OPERATIONS SYSTEM, INCLUDING TRANSFORMER CONNECTIONS, CONCRETE TRANSFORMER PADS, IF REQUIRED, METER SOCKETS, PRIMARY CABLE RACEWAY REQUIREMENTS, SECONDARY SERVICE, ETC. PRIOR TO SUBMITTING BID TO INCLUDE ALL LABOR AND MATERIALS.

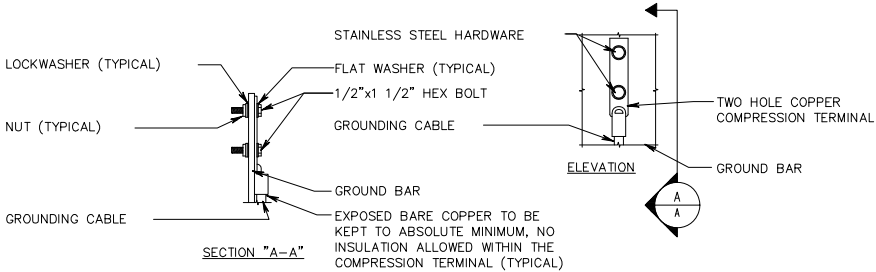
LEGEND

	SAFETY DISCONNECT SWITCH, SIZED AS NOTED	A	AMPERE
	PANELBOARD	V	VOLT
	KILOWATT HOUR METER	W	WIRE
	TRANSFORMER	C	CONDUIT
	CIRCUIT BREAKER	G	GROUND
	LIGHTING FIXTURE, SIZE AS NOTED	P	POLE
	COPPER GROUND BAR, SIZED AS NOTED	SPGB	SURGE PROTECTOR GROUND BAR (1/4"x2"x24")
	POWER WIRING, SIZED AS NOTED	CGB	COLLECTOR GROUND BAR (1/4"x4"x12")
	TELCO WIRING, SIZED AS NOTED	EGB	EXTERNAL GROUND BAR (1/4"x8"x24")
	GROUND WIRING, SIZED AS NOTED	MGB	MASTER GROUND BAR (1/4"x8"x24")
		IGR	INTERNAL GROUND RING ("HALO" GROUND)
		EGR	EXTERNAL GROUND RING
		ACU	AIR CONDITIONER UNIT
		HWGC	HEAVY WALLED GALVANIZED CONDUIT



TYP. CHEMICAL GROUNDING DETAIL

SCALE: N.T.S.



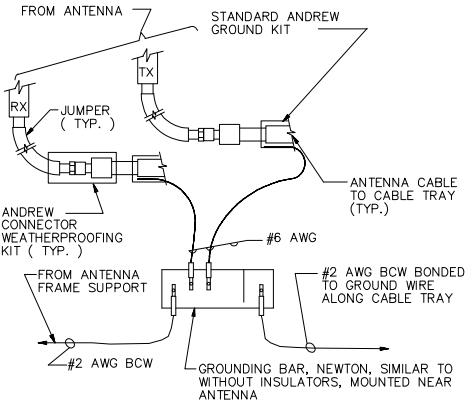
- NOTE:
1. "DOUBLING UP" OR "STACKING " OF CONNECTION IS NOT PERMITTED.
2. OXIDE INHIBITING COMPOUND TO BE USED AT ALL LOCATIONS.

TYPICAL GROUND BAR CONNECTIONS DETAIL

SCALE: N.T.S.

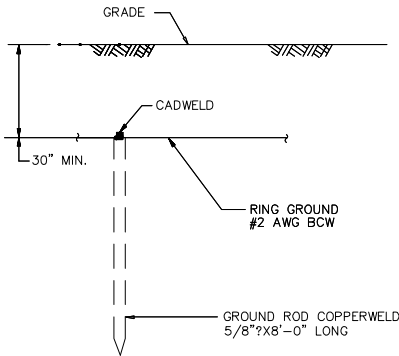
GROUNDING DETAIL NOTES:

1. GROUNDING DETAILS AND REQUIREMENTS ARE GIVEN BY THE OWNER. CONTRACTOR SHALL COORDINATE ALL INSTALLATION WITH THE OWNER.
2. GROUNDING INSTALLATION SHALL BE IN ACCORDANCE WITH UTILITY COMPANIES, NEC, UL, IEEE, AND MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
3. GROUND SYSTEM PROVIDED SHALL BE APPROVED BY THE CITY AND AHJ.



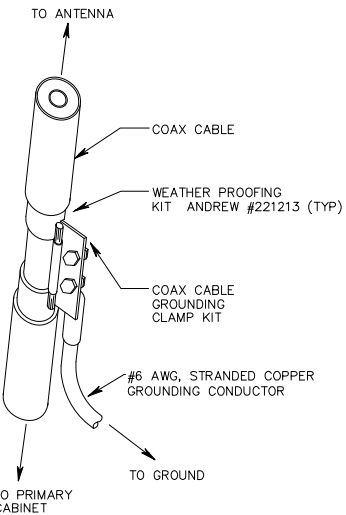
GROUND WIRE CONNECTION TO GROUND BAR AT ANTENNA

SCALE: N.T.S.



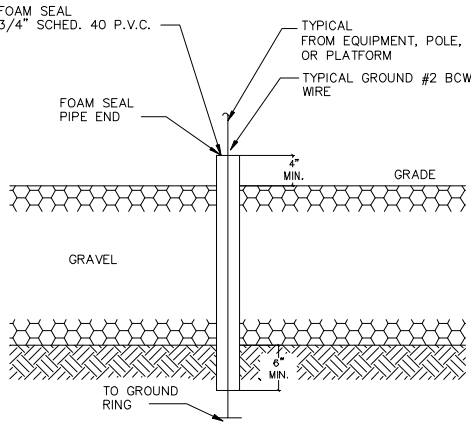
GROUND ROD

SCALE: N.T.S.



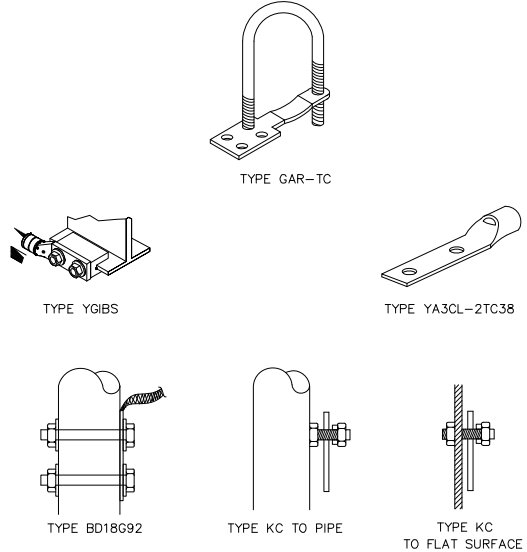
COAX CABLE GROUNDING DETAIL

SCALE: N.T.S.



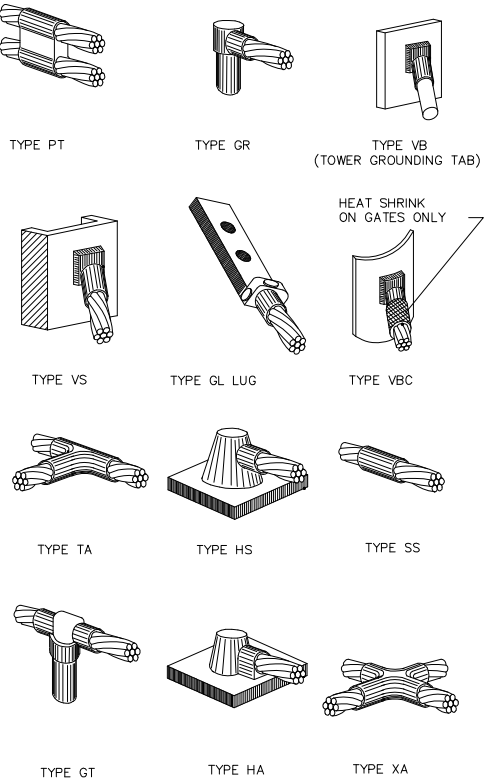
GROUND WIRE PIPE SLEEVE

SCALE: N.T.S.



BURNDY DETAILS

SCALE: N.T.S.



CALDWELD TYPES

SCALE: N.T.S.

7.X.b

DRAWN BY:	SN	REVIEWED BY:	EPB
CHECKED BY:	EPB	APPROVED BY:	EPB
JOB NUMBER:	DA03927A	DESCRIPTION	DATE
REV	PCD	REV 0	PRELIM CDS
			04/12/18

BROADUS services

4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 76016

EPB ASSOCIATES, INC.

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TX Registration No. F-9923
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T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

SITE NUMBER:
DA03927A
SITE NAME:
LIGHT FARMS WT
SITE ADDRESS:
1803 LIGHT FARMS WAY
CELINA, TX 75009

SHEET NAME:
GROUNDING
DETAILS

SHEET #
E-6

Packet Pg. 389

Attachment: 0427 TMobile Site (T-Mobile Lease Agreement)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re: Regional Transportation Council Nominations

Action Requested:

Consider and act upon nomination of Will Sowell, Mayor Pro Tem of the City of Frisco, as primary representative and Ray Smith, Mayor of the Town of Prosper, as alternate representative for the Regional Transportation Council (RTC), the transportation policy body for the North Central Texas Council of Governments (NCTCOG). (Terry)

Background Information:

The Regional Transportation Council (RTC) is the transportation policy body for the North Central Texas Council of Governments, and allows cities a voice in regional transportation policy. This action nominates Will Sowell, Mayor Pro Tem of the City of Frisco, as primary representative and Ray Smith, Mayor of the Town of Prosper, as alternate representative for the City of Celina's region.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Nomination letter

Staff Recommendation:

Staff recommends approval.



The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)

April 3, 2018

The Honorable Jeff Cheney
Mayor
City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

The Honorable Ray Smith
Mayor
Town of Prosper
P.O. Box 307
Prosper, TX 75078

The Honorable David Hillock
Mayor
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, TX 75068

The Honorable Joe McCourry
Mayor
City of The Colony
6800 Main St.
The Colony, TX 75056

The Honorable Sean Terry
Mayor
City of Celina
142 N. Ohio Street
Celina, TX 75009

The Honorable Michael Jordan
Mayor
Town of Providence Village
1745 FM 2931
Providence Village, TX 76227

Dear Mayors Cheney, Smith, Hillock, McCourry, Terry, and Jordan:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. The Cities of Frisco, Prosper, Little Elm, The Colony, Celina, and Providence Village share a seat on the Regional Transportation Council. The RTC's Bylaws and Operating Procedures state that the person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in June of even-numbered years and shall be serving on one of the governing bodies they represent. A table containing population and employment figures is enclosed. The Bylaws further state that in the spirit of integrated transportation planning, all cities within a city-only cluster are eligible to hold the RTC membership seat for the cluster, and the cities should strongly consider rotation of the seat among the entities within the respective cluster. Items to consider when contemplating seat rotation may include: 1) a natural break in a member's government service, such as the conclusion of an elected term, 2) a member's potential to gain an officer position or advance through the officer ranks, 3) a member's strong performance and commitment to transportation planning, or 4) the critical nature of a particular issue or project and its impact on an entity within the cluster.

Attachment: RTC Nomination Letter (Regional Transportation Council Nominations)

Page Two

April 3, 2018

An alternate member is the individual appointed to represent an entity or group of entities on the Regional Transportation Council in the absence of the primary member. The alternate member must be predetermined in advance of a meeting and will have voting rights in the absence of the primary member. An entity or group of entities may elect to appoint its alternate member(s) from a pool of eligible nominees. The same requirements apply to alternate members as to primary members. If a primary member is an elected official, then the alternate member must also be an elected official; if a primary member is a non-elected individual, then the alternate member can be either a non-elected individual or an elected official. Cities and/or counties within a cluster group are strongly encouraged to reflect diversity in their selections of primary and alternate members as well as membership rotation amongst the group depending on the qualifications of the appointees. A best practice may be to appoint the alternate member from an eligible entity within the cluster that is not providing the primary member.

Your current primary representative on the RTC is Will Sowell, Mayor Pro Tem, City of Frisco. Your current alternate representative is Ray Smith, Mayor, Town of Prosper. You may choose to keep your current representatives or appoint a new primary representative and/or alternate representative. I encourage you to make your new appointment or appointments prior to June when the new two-year terms begin. Please mail (P.O. Box 5888, Arlington, TX 76005-5888) or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designation should be confirmed in writing by all entities included in this group.

In addition, the Regional Transportation Council has established an Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies. Please remind your representatives to be cognizant of these policies and codes.

Please contact Vercie Pruitt-Jenkins at 817/608-2325 if you have any questions. We look forward to hearing from you

Sincerely,



Rob Franke, Chair
Regional Transportation Council
Mayor, City of Cedar Hill

VPJ
Enclosure

cc: The Honorable Will Sowell, Mayor Pro Tem, City of Frisco (RTC Primary Member)
Mr. Harlan Jefferson, Town Manager, Town of Prosper
Mr. Jason Laumer, City Manager, City of Celina
Mr. Matt Mueller, Town Manager, Town of Little Elm
Mr. Troy Powell, City Manager, City of The Colony
Mr. George Purefoy, City Manager, City of Frisco
Mr. Brian D. Roberson, Town Manager, Town of Providence Village

Attachment: RTC Nomination Letter (Regional Transportation Council Nominations)

**2018 REGIONAL TRANSPORTATION COUNCIL
MEMBERSHIP STRUCTURE**

<u>City</u>	<u>2017 Population Estimates¹</u>	<u>2014 Employment Estimates²</u>	<u>Maximum of Population & Employment</u>
City Membership			
Plano	277,720	274,623	277,720
McKinney	169,710	58,005	169,710
Anna	12,390	534	12,390
Princeton	9,460	1,645	9,460
Fairview	9,110	1,968	9,110
Melissa	8,850	1,325	8,850
Allen	95,350	39,278	95,350
Lucas	7,030	2,101	7,030
Wylie	48,140	19,940	48,140
Rowlett	57,840	13,289	57,840
Sachse	23,950	1,960	23,950
Murphy	19,980	3,623	19,980
Frisco	161,400	74,099	161,400
Prosper	20,160	3,077	20,160
Little Elm	38,250	4,486	38,250
The Colony	41,160	8,576	41,160
Celina	10,310	1,820	10,310
Providence Village	6,310	322	6,310
Dallas	1,270,170	1,126,984	1,270,170
University Park	22,820	13,536	22,820
Highland Park	8,510	5,272	8,510
Garland	234,710	101,932	234,710
Addison	15,730	66,566	66,566
Richardson	107,400	130,960	130,960
Irving	234,710	288,487	288,487
Coppell	40,820	42,084	42,084
Mesquite	143,060	61,034	143,060
Balch Springs	24,480	6,183	24,480
Seagoville	15,900	5,666	15,900
Sunnyvale	5,440	5,155	5,440
Grand Prairie	187,050	84,554	187,050
Duncanville	39,240	16,227	39,240
DeSoto	52,120	19,240	52,120
Cedar Hill	47,320	16,201	47,320
Lancaster	37,730	13,267	37,730
Glenn Heights	11,680	1,114	11,680
Hutchins	5,350	4,084	5,350
Carrollton	130,820	107,662	130,820
Farmers Branch	31,560	78,393	78,393
Denton	128,160	76,474	128,160
Sanger	8,100	4,287	8,100
Corinth	20,800	6,429	20,800
Lake Dallas	7,260	1,811	7,260
Lewisville	103,640	68,798	103,640
Flower Mound	71,850	34,187	71,850
Highland Village	15,380	5,396	15,380

Attachment: RTC Nomination Letter (Regional Transportation Council Nominations)

<u>City</u>	<u>2017 Population</u>	<u>2014 Employment</u>	<u>Maximum of Population & Employment</u>
Fort Worth	815,430	504,040	815,430
Arlington	382,230	212,737	382,230
N. Richland Hills	67,120	27,093	67,120
Richland Hills	7,920	6,055	7,920
Haltom City	42,740	23,793	42,740
Watauga	23,600	5,813	23,600
White Settlement	16,830	9,029	16,830
River Oaks	7,310	1,880	7,310
Lake Worth	4,710	6,125	6,125
Westworth Village	2,620	1,097	2,620
Saginaw	21,320	10,131	21,320
Azle	11,800	4,554	11,800
Keller	44,620	15,242	44,620
Grapevine	49,130	92,774	92,774
Southlake	28,880	32,998	32,998
Colleyville	24,630	10,358	24,630
Westlake	1,310	6,360	6,360
Trophy Club	11,250	1,173	11,250
Roanoke	8,040	8,135	8,135
Hurst	38,410	21,743	38,410
Eules	54,870	20,205	54,870
Bedford	48,560	30,660	48,560
Mansfield	63,670	31,353	63,670
Benbrook	22,260	7,238	22,260
Forest Hill	12,500	3,749	12,500
Crowley	14,440	5,648	14,440
Everman	6,110	1,766	6,110
Kennedale	7,420	4,006	7,420

County Membership

<u>2017 Population</u>
<u>Collin County</u> 932,530
<u>Dallas County</u> 2,502,270
<u>Denton County</u> 814,560
<u>Tarrant County</u> 1,966,440
<u>Ellis County</u> 173,410
Ennis 18,660
Waxahachie 34,410
Midlothian 24,450
Red Oak 12,600
<u>Kaufman County</u> 116,140
Forney 18,590
Kaufman 6,670
Terrell 16,570
Combined Ellis and Kaufman Population 289,550

<u>Johnson County</u>	164,970
Burleson	43,960
Cleburne	29,780
Keene	6,280
Joshua	6,680

<u>Hood County</u>	64,840
Granbury	<u>9,310</u>

Combined Johnson and Hood Population 229,810

<u>Hunt County</u>	94,350
Commerce	8,240
Greenville	26,800

<u>Rockwall County</u>	93,130
Rockwall	42,120
Heath	7,820
Royse City	11,540
Fate	<u>11,380</u>

Combined Hunt and Rockwall Population 187,480

<u>Parker County</u>	130,150
Weatherford	27,660
Mineral Wells	16,740

<u>Wise County</u>	62,460
Decatur	6,530
Bridgeport	<u>6,130</u>

Combined Parker and Wise Population 192,610

Transportation Providers

DART
DCTA
FWTA
DFW International Airport
TxDOT Dallas
TxDOT Fort Worth
NTTA

Sources:

¹ Population - NCTCOG 2017 Population Estimates

² Employment - NCTCOG 2014 Small Area Employment Estimates



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: May 8, 2018
 Re: Celina 10 Annexation - Second Public Hearing & Consideration of Adoption

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony for the proposed voluntary annexation and act upon an ordinance adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: a 10.346 acre tract of land out of the M.L. Ousley, J.C. Floyd, and the J.M Floyd Survey, Abstract No. 1053, Collin County, Texas, and generally located west of Business 289 (N. Louisiana Street) and approximately 740 feet north of County Road 95. (Celina 10 Industrial Park) (Jackson)

Applicant:

GBT Celina 10, Ltd.
 9550 John W. Elliott Drive, Suite 106
 Frisco, Texas 75033

Background Information:

Below is the anticipated annexation schedule for the properties described and shown in Exhibits A and B. The property does not currently have an agricultural exemption and no pre-annexation offer is required.

March 13, 2018	Council acted on a resolution setting dates and times of the two public hearings for April 10, 2016 at 5:00 p.m. and May 8, 2016 at 5:00 p.m.
March 29, 2018	Notice of public hearing published
March 29, 2018	Notice of annexation sent to school districts and utilities
March 29, 2018	Notice of public hearing posted on City website
April 10, 2018	Council held first of two (2) public hearings.
May 8, 2018	Council to hold second of two (2) public hearings
May 8, 2018	Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance for form.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval of the annexation.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2018-
CELINA 10 ANNEXATON

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: A 10.346 ACRE TRACT OF LAND OUT OF THE M. OUSLEY, J.C. FLOYD, AND J.M. FLOYD SURVEY, ABSTRACT NO. 1053, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “A” AND GRAPHICALLY DEPICTED IN EXHIBIT “B” ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED WEST OF BUS. 289 (N. LOUISIANA STREET) APPROXIMATELY 740 FEET NORTH OF CR 95; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 10th day of April, 2018 and the second hearing being held on the 8th day of May, 2018 in the Council Chambers located in the First United Methodist Church, 112 N. Colorado in the City of Celina to consider the annexation of the property being more particularly described in Exhibit “A,” attached hereto and incorporated herein; 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 public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notice of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 30th day of March, 2018 and the 27th day of April, 2018, such dates 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; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins 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, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit “C” and incorporated herein for all purposes.

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 being more particularly described in Exhibit “A,” which is incorporated herein as if written word for word, 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 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit “C”, was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, and any other necessary agencies.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the territory referenced in Exhibit “A”, attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

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

SECTION 7
SEVERABILITY

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

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 8th day of May, 2018.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Exhibit "A"
Legal Description

SITUATED in the M.L. Qusley, J.C. Floyd & J.M. Floyd Survey, Abstract No. 1053 and being all of that certain called 10.347 acre tract of land described in a Trustee's Deed to Effie Christie, dated May 10, 2010 and recorded in Document No. 20100510000463290, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at a 3/8 inch iron rod found on the east side of State Highway Business 289, for the southeast corner of said 10.347 acre Christie tract and the northeast corner of that certain called 2.42 acre tract of land described in a deed to Eddie Lee Landrum and Fae Lorene Landrum, recorded in Volume 1620, Page 720, D.R.C.C.T. and same being on the west line of that certain called 58.464 acre tract of land described as "First Tract" in a deed to Jane Huddleston and Billie Ray Huddleston, recorded in Document No. 93-0101757, D.R.C.C.T.;

THENCE: North 89 deg. 08 min. 57 sec. West (Reference Bearing), across said State Highway Business 289, along the common line of said Christie and Landrum tracts, at 73.87 feet, passing a 3/8 inch iron rod found for reference on the west side of said highway and continuing along said common line for a total distance of 858.55 feet to a 3/8 inch iron rod found for the southwest corner of said Christie tract and the northwest corner of said Landrum tract and said point also being on the east line of that certain called 10.000 acre tract of land described in a deed to Manuel Luna, Jr. and Angelina Luna, recorded in Volume 5072, Page 4790, D.R.C.C.T.;

THENCE: North 00 deg. 27 min. 31 sec. East, along the common line of said Christie and Luna tracts, a distance of 524.86 feet to a 3/8 inch iron rod found for the northwest corner of said Christie tract and same being the southwest corner of that certain called 7.455 acre tract of land described in a deed to Frisco Construction Services, LLC (FCS), recorded in Volume 6036, Page 1022, D.R.C.C.T.;

THENCE: South 89 deg. 10 min. 11 sec. East, along the common line of said Christie tract and FCS tract, at 793.45 feet, passing a 1/2 inch iron rod found for reference on the west side of the above described State Highway Business 289 and continuing along the north line of said Christie tract, across said highway, a total distance of 858.22 feet to a 1/2 inch iron rod found for the northeast corner of said Christie tract, on the east side of said State Highway Business 289 and same being on the west line of the above described 58.464 acre Huddleston tract;

THENCE: South 00 deg. 25 min. 21 sec. West, along the east side of said highway and along the common line of said Christie and Huddleston tracts, a distance of 525.17 feet to the POINT OF BEGINNING and containing 450,655 square feet or 10.346 acres of land.

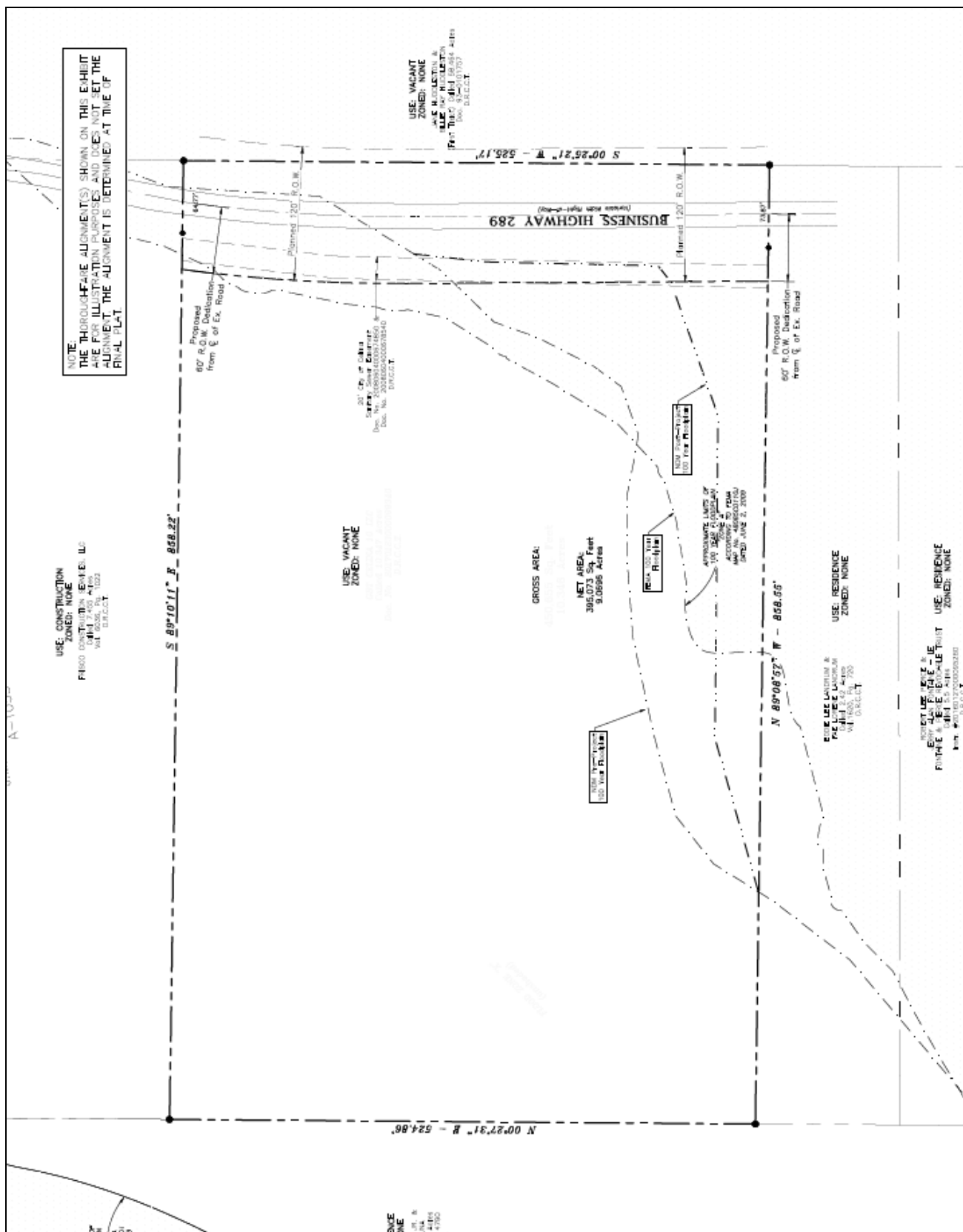
Prepared Under My Hand & Seal,
This 31st Day of May, 2017.



Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701




Exhibit “B”
Property Exhibit



**Exhibit “C”
Service Plan**

A) SERVICE PLAN GENERALLY

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

B) EMERGENCY SERVICES

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

with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
 - a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by

Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

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

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the

annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

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

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

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

N) AMENDMENTS

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



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: May 8, 2018
 Re: Celina 10 Industrial Park Rezoning Request

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 10.346 acre tract of land situated in the M.L. Ousley, J.C. Floyd, and the J.M Floyd Survey, Abstract No. 1053, Collin County, Texas, from AG, Agricultural zoning district to PD, Planned Development No. 91 zoning district. The tract is located on the west side of Business 289 approximately 740 feet north of CR 95. (Celina 10 - PD-91) (Jackson)

Applicant:

Cross Engineering Consultants
 131 S. Tennessee Street
 McKinney, TX 75069

Owner

GBT Celina 10 LLC
 9550 John W. Elliot Drive, Suite 106
 Frisco, TX 75033

Background Information:

GBT Celina 10 LLC has requested a change in zoning from an AG, Agricultural zoning district to a PD, Planned Development zoning district with a base zoning designation of LI, Light Industrial. The 10.346 acre tract of land is located north of downtown Celina, on the west side of N. Louisiana Street (Business 289) and approximately 740 feet north of CR 95. This rezoning will follow the completion of the annexation of the property into the corporate limits of Celina.

The applicant proposed to develop eight (8) lots that will be sold off to users who prefer or need a light industrial environment, such as mini-warehouses, martial arts or gymnastic facilities, bike sales and repair, garden shop (the complete list is included in Exhibit D, Planned Development Standards).

Staff Recommendations:

Staff recommends approval as presented.

Board Review/Citizen Input:

The Planning and Zoning Commission voted to unanimously approve the proposed rezoning case on the condition that "pawn shops" were removed from the schedule of allowed uses.

A notice of the public hearings was published in *The Celina Record* on April 6, 2018. Notices of the public hearing have been sent to all owners of property residing within the City Limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2018-____
CELINA 10 ZONING - PD-91

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 10.346 ACRE TRACT OF LAND SITUATED IN THE M. L. OUSLEY, J. C. FLOYD, AND THE J. M. FLOYD SURVEY, ABSTRACT NO. 1053, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF BUSINESS 289 (N. LOUISIANA STREET) AND APPROXIMATELY 740 FEET NORTH OF COUNTY ROAD 95, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 91; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin 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, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of 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 the zoning classification is hereby established as “PD” Planned Development District No. 91 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B.”

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein as PD-91, and incorporates the concept plan attached hereto as Exhibit “C” and the development standards attached hereto as Exhibit “D.”

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit “A” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as

amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of May, 2018.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Ordinance - Celina 10 - PD 91 (Celina 10 Industrial Park Zoning)

Exhibit A
Legal Description
Celina 10 Industrial

SITUATED in the M.L. Qusley, J.C. Floyd & J.M. Floyd Survey, Abstract No. 1053 and being all of that certain called 10.347 acre tract of land described in a Trustee's Deed to Effie Christie, dated May 10, 2010 and recorded in Document No. 20100510000463290, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at a 3/8 inch iron rod found on the east side of State Highway Business 289, for the southeast corner of said 10.347 acre Christie tract and the northeast corner of that certain called 2.42 acre tract of land described in a deed to Eddie Lee Landrum and Fae Lorene Landrum, recorded in Volume 1620, Page 720, D.R.C.C.T. and same being on the west line of that certain called 58.464 acre tract of land described as "First Tract" in a deed to Jane Huddleston and Billie Ray Huddleston, recorded in Document No. 93-0101757, D.R.C.C.T.;

THENCE: North 89 deg. 08 min. 57 sec. West (Reference Bearing), across said State Highway Business 289, along the common line of said Christie and Landrum tracts, at 73.87 feet, passing a 3/8 inch iron rod found for reference on the west side of said highway and continuing along said common line for a total distance of 858.55 feet to a 3/8 inch iron rod found for the southwest corner of said Christie tract and the northwest corner of said Landrum tract and said point also being on the east line of that certain called 10.000 acre tract of land described in a deed to Manuel Luna, Jr. and Angelina Luna, recorded in Volume 5072, Page 4790, D.R.C.C.T.;

THENCE: North 00 deg. 27 min. 31 sec. East, along the common line of said Christie and Luna tracts, a distance of 524.86 feet to a 3/8 inch iron rod found for the northwest corner of said Christie tract and same being the southwest corner of that certain called 7.455 acre tract of land described in a deed to Frisco Construction Services, LLC (FCS), recorded in Volume 6036, Page 1022, D.R.C.C.T.;

THENCE: South 89 deg. 10 min. 11 sec. East, along the common line of said Christie tract and FCS tract, at 793.45 feet, passing a 1/2 inch iron rod found for reference on the west side of the above described State Highway Business 289 and continuing along the north line of said Christie tract, across said highway, a total distance of 858.22 feet to a 1/2 inch iron rod found for the northeast corner of said Christie tract, on the east side of said State Highway Business 289 and same being on the west line of the above described 58.464 acre Huddleston tract;

THENCE: South 00 deg. 25 min. 21 sec. West, along the east side of said highway and along the common line of said Christie and Huddleston tracts, a distance of 525.17 feet to the POINT OF BEGINNING and containing 450,655 square feet or 10.346 acres of land.

Prepared Under My Hand & Seal,
 This 31st Day of May, 2017.



Lawrence H. Ringley, R.P.L.S.
 State of Texas, No. 4701



Exhibit B
Zoning Exhibit
Celina 10 Industrial

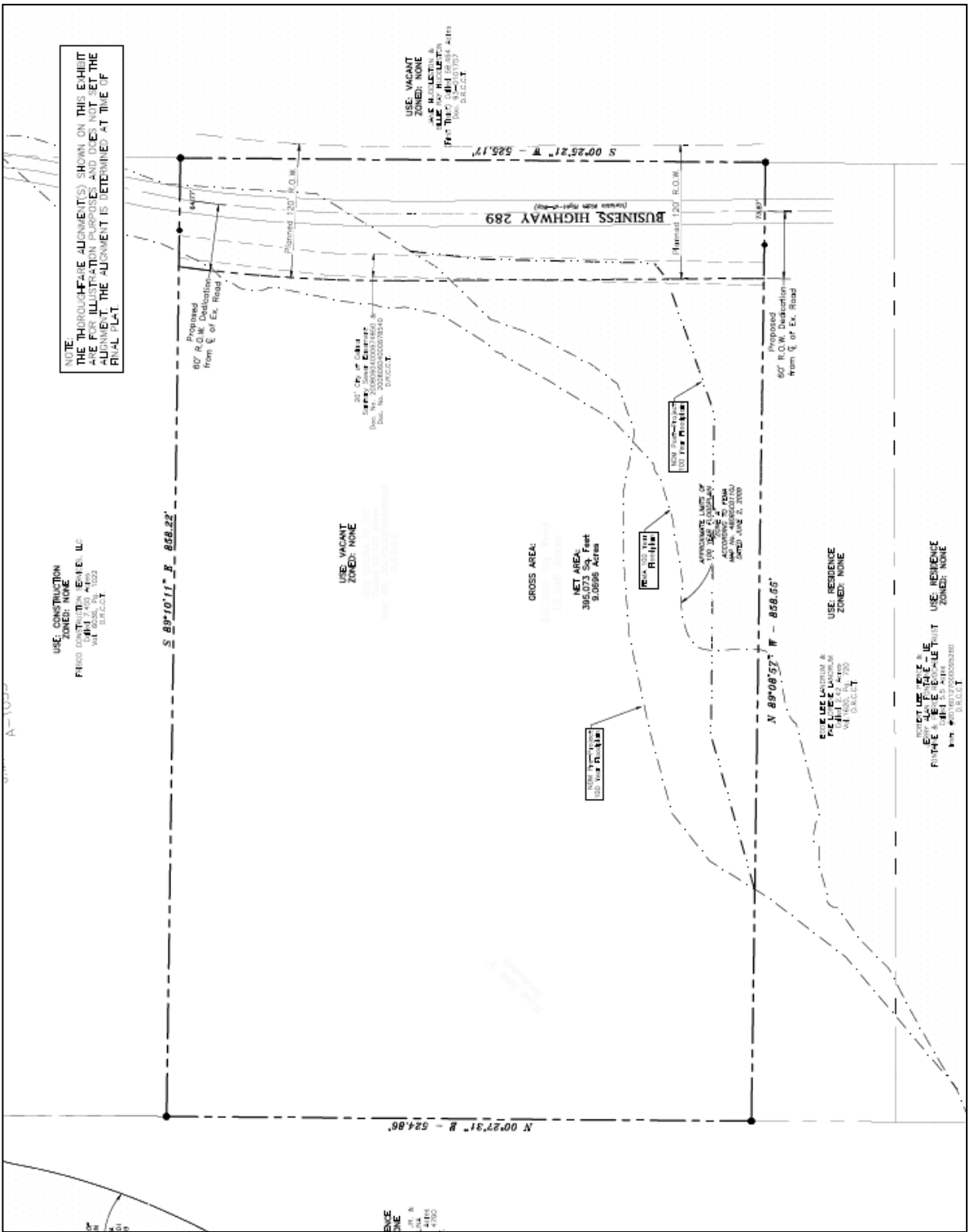
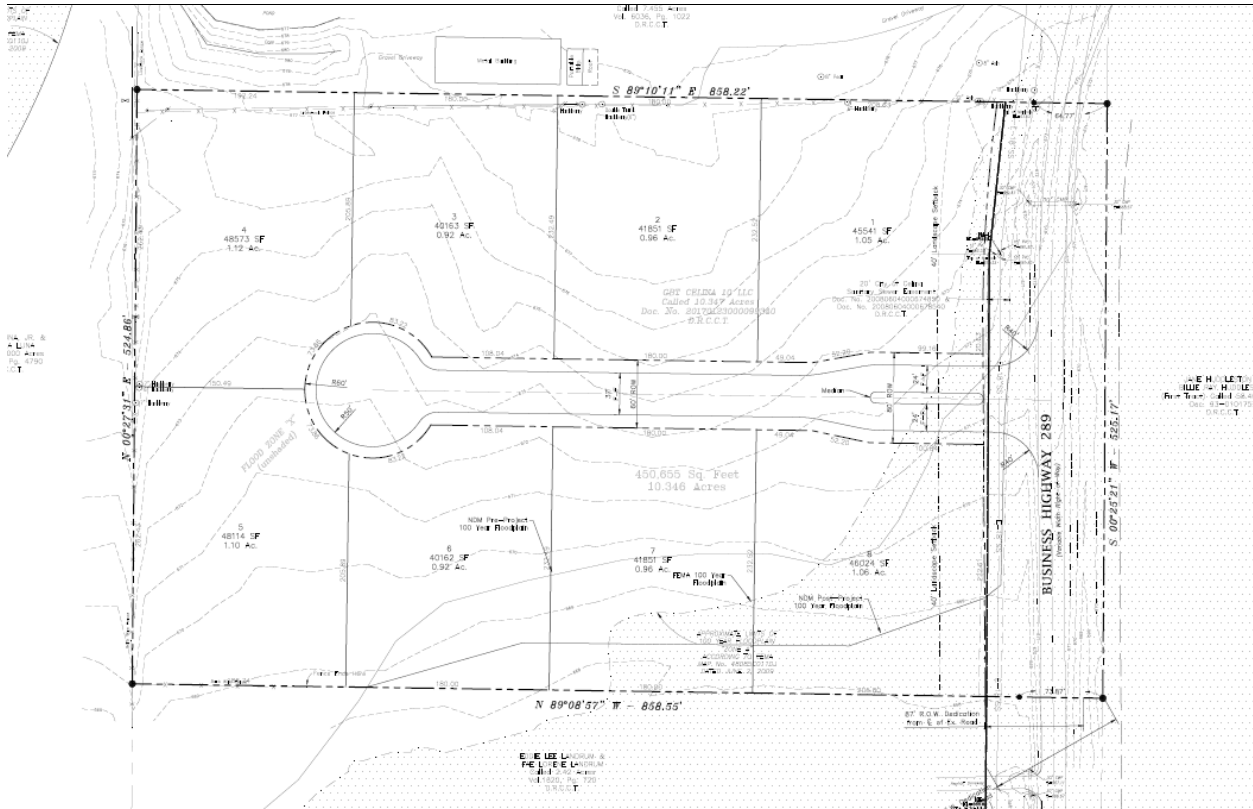


Exhibit C
Concept Plan
Celina 10 Industrial



Attachment: Ordinance - Celina 10 - PD 91 (Celina 10 Industrial Park Zoning)

**Exhibit D
Development Regulations
Celina 10 Industrial
Planned Development Standards**

Use and development of the subject property shall conform to the regulations of Section 14.03.004.5 "HI Heavy Industrial District", and as amended, subject to the following conditions:

1.) The following additional uses shall be Permitted uses:

- a. Mini warehouse/self-storage
- b. Automobile driving school
- c. Martial Arts, Dance, & Gymnastics Schools
- d. Tool and equipment rental (no outside displays allowed in front yard or visible from public street)
- e. All-terrain vehicle dealer/sales or service (no outside displays allowed in front yard or visible from public street)
- f. Antique store
- g. Art dealer/gallery
- h. Bike sales and/or repair (no outside displays allowed in front yard or visible from public street)
- i. Building material sales/lumber (no outside displays allowed in front yard or visible from public street)
- j. Consignment shop
- k. Garden shop (no outside displays allowed in front yard or visible from public street)
- l. Gift/toy store
- m. Handicraft/artisans shop
- n. Hardware store
- o. Home improvement center (no outside displays allowed in front yard or visible from public street)
- p. Jewelry store
- q. Lawnmower sales and/or repair (no outside displays allowed in front yard or visible from public street)
- r. Major appliance sales

- s. Public market (no outside displays allowed in front yard or visible from public street)
- t. Motorcycle dealer (new and/or repair) (no outside displays allowed in front yard or visible from public street)
- u. Personal watercraft sales (new and/or repair) (no outside displays allowed in front yard or visible from public street)
- v. Pet shop/supplies
- w. Plant nursery
- x. Printing/tee shirt shop
- y. Sporting goods
- z. Stamps, coin and other collectibles
- aa. Used merchandise
- bb. Vacuum cleaner sales and repair
- cc. Woodworking shop
- dd. Auto glass repair/tinting
- ee. Auto laundry or carwash (attended or unattended)
- ff. Automobile and Heavy Equipment Repair Shop
- gg. Auto muffler shop
- hh. Auto tire repair/sales (no outside displays allowed in front yard or visible from public street)
- ii. Automobile accessory installation
- jj. Full service car wash
- kk. Limousine/taxi service
- ll. Quick lube/oil change/minor inspection
- mm. Tire dealer (no outside displays allowed in front yard or visible from public street)
- nn. Feed and grain store (no outside displays allowed in front yard or visible from a public street)
- oo. Manufacturing
- pp. Office showroom
- qq. Warehousing
- rr. RV/boat parking

- ss. Heating and air-conditioning sales/service
 - tt. Propane sales (refill and exchange only. Refill must be setback 150' from North Louisiana.
- 2.) The following additional uses shall be Prohibited uses:
- a. Motels
 - b. Sexually Oriented Businesses
 - c. Check Cashing/Payday Loans
 - d. Recycling Kiosk
 - e. Auto Dealer
 - f. Rental Car/Sales
- 3.) Open/outside storage: open/outside storage shall be allowed in any location on the subject property. Screening shall be required as outlined in the following "Screening" section. Open/outside storage shall comply with the City's Code of Ordinances as it currently exists or may be amended.
- 4.) Screening: the property shall be required to provide a 4' earthen berm, within the 40' landscape setback (measured from the future ROW) along North Louisiana. In addition, there will be 4' shrubs (at the time of planting) (or alternate as approved by the City Planning Director) generally located along the top of the earthen berm. The landscape & screening along with the exterior building orientation shall provide the screening for the overall project. Along the western property line, a 8' screening wall will be required, separating this Planned Development from Residential.
- 5.) Building Materials: any building materials (masonry, concrete, blocks, metal, stucco, etc.) shall be allowed within the property except as noted below:
- a. Any of the buildings located along next to or facing North Louisiana, as generally shown on the attached zoning exhibit "C", shall be required to have a 100% masonry exterior that faces the right-of-way. All other buildings can be constructed with materials other than masonry. For example, the buildings that face North Louisiana shall be required to have a western face made of 100% masonry and all other sides of the buildings can be made with other materials.
 - b. Masonry shall be defined as fired brick, natural and manufactured stone, granite, marble, architectural concrete block, tilt wall concrete, and concrete block.
- 6.) Conceptual site plan: Zoning Exhibit "C" is included with the proposed zoning as a graphical explanation of the masonry and screening requirements.
- 7.) No Stub Out – It is understood, there will be no stub out to the West from this planned development.
- 8.) Fencing – Along the northern and southern boundaries, Design Master Fencing (or approved equivalent) will be required along the property line.



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: May 8, 2018
 Re: Zoning Ordinance Amendment Adding a Definition for "Front Facade."

Action Requested:

Conduct a public hearing to consider testimony and act upon an ordinance amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.01.007, Definitions, by adding a definition for "Front Facade." (Zoning Ordinance Amendment) (Jackson)

Applicant:

City of Celina Staff

Background Information:

The definition of "front façade" is not included in the Zoning Ordinance list of defined words in Section 14.01.007. Due to the confusion and misinterpretation of the intent of the Zoning Ordinance, staff proposes to clarify the wording of this term by adding the following definition into the definition section:

"Front Façade. - The front of a building, or any face of a building given special architectural treatment containing an enclosed air conditioned space. Front entry garages may extend up to 6 feet from the front façade of the home provided that a front porch is provided which extends the length of the building front or bay windows are provided which face the street and extend from grade to a substantial portion of the front façade in order to provide for a varying front articulation."

Board Review/Citizen Input:

A notice of the public hearing was published in *The Celina Record* on April 6, 2018. At the meeting on April 17, 2018 the Planning and Zoning Commission unanimously recommended approval of the proposed definition.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance for form.

Supporting Documents:

- Explanation of Proposed Zoning Ordinance Amendment
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval.

ATTACHMENT 1
Explanation of Proposed Zoning Ordinance Amendment
Definition of “Front Façade”

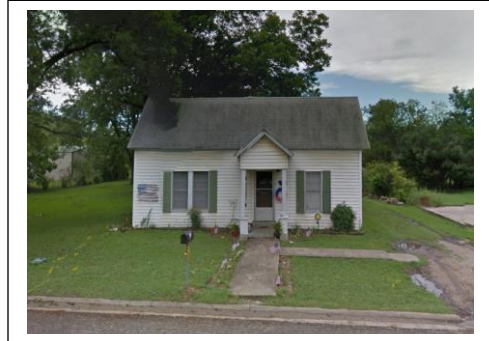
The current Zoning Ordinance establishes that garages must be placed behind the front façade line: Sections 14.03.011, SF-15, Single-Family Residential 15 District, 14.03.012, SF-10, Single-Family Residential 10 District, 14.03.013, SF-9, Single-Family Residential 9 District, 14.03.014, SF-7.5, Single-Family Residential 7.5 District all include specific requirements for front building lines and front garage setbacks.

Single Family Setbacks, per Zoning Ordinance				
	SF-15	SF-10	SF-9	SF-7.5
Front Building Line	30	25	25	25
Front Garage Setback	45	40	40	40
J-Swing Garage Setback	30	30	30	30

Planned Development regulations are based on the single family setbacks and must adhere to the policy that front-facing garages must be located behind the front façade. J-swing garages may still be placed in front of the front façade, but must be located at or behind the front building line, unless otherwise spelled out in the PD language.

Developers are now questioning the definition of “front façade” in order to place the garage at the front-most line of the residential design. By using porches with masonry columns (see example below) or by enclosing an open front area with a half-wall or fence, developers are requesting that this line be considered the “front façade.”

In the early days of Celina the front façade of a residence was easy to determine. Architecture was simpler, with fewer architectural “ells,” gables, wall articulation, varied roof lines, etc. Homes could have a footprint of a simple rectangle, as shown in the home to the right, with an added front porch to afford cover as one enters the home. The front façade of this home would be the front wall of the home that faces the street, or the front most wall of the air-conditioned, habitable space.

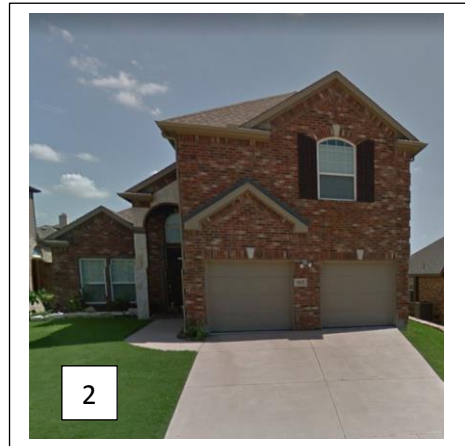
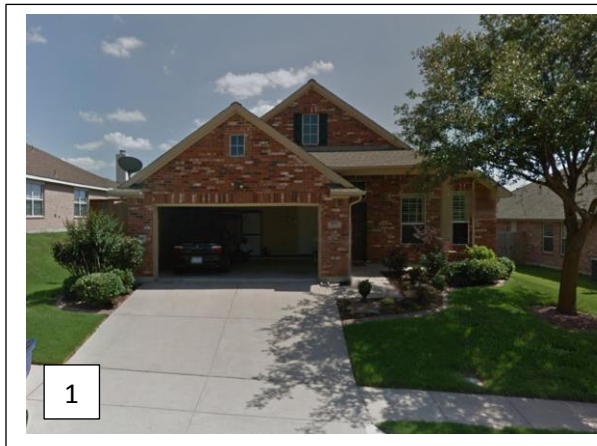


As time passed, architecture of homes became more complicated, using elements of many different architectural styles (sometimes within one design) and determining the front façade became more complicated with room bump-outs, turrets, exterior fireplaces, bricked entry features and car park areas, as in this example to the left.

Most homes that are currently being built fall between these two extremes, but the quest to define the “front façade” is still up for debate. In recent years, snub-nosed design has fallen out of favor and felt to be

detrimental to the aesthetics of a community. Planned Developments submitted in recent years were expected to design homes where the garage face was at least one foot behind the front façade and eliminate the use of “snub nose” garages (see three examples of snub-nosed design on the next page). It

was felt that these and similar designs were not conducive to an attractive streetscape, since in many cases the only things seen while driving the residential street was garages and parked vehicles.

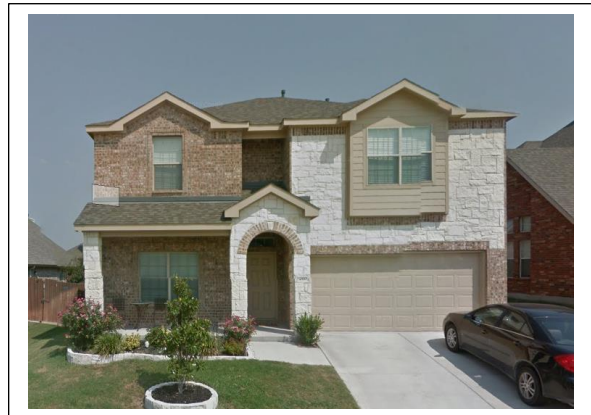


Examples of snub nosed residential design

Some snub nosed residences are quite attractive, as shown with this home to the left (example #3). The architecture, accented with gables, flows from the front garage back to the entrance, then to the next room with the tall window feature, then to the next façade. In this case, the “front façade” would be defined as the wall with the tall windows and the highest gable (outlined in red), as this is the “front-most” air conditioned space. In the example #2, above, it could be argued that the front façade is actually the second floor room above the garage. That interpretation could make that snub-nose home legal, according to the Zoning Ordinance.

The residence at the right, with the garage only about three or four feet in front of the front façade (defined as the wall with the window) would also not be allowed under the current ordinance. This residence design establishes a porch feature using stone columns surrounding the entryway and at the left end of the porch area. These columns are not considered the “front façade” as they do not contain an air conditioned space, but are added on, similar to shutters or dormers.

In order to clarify the City’s position, staff proposes to add a definition of “front façade” within Section 14.01.007, Definitions, of the Zoning Ordinance as follows: *“Front Façade*. Front Façade shall be the front of a building, or any face of a building given special architectural treatment containing an enclosed air conditioned space. Front entry garages may extend up to 6 feet from the front façade of the home provided that a front porch is provided which extends the length of the building front or bay windows



are provided which face the street and extend from grade up to a substantial portion of the front façade in order to provide for a varying front articulation.”

This definition reflects the current intent of the Zoning Ordinance in eliminating new residential designs that incorporate any form of snub-nosed garages.

CITY OF CELINA, TEXAS

ORDINANCE 2018-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 14, ZONING, ARTICLE 14.01, SECTION 14.01.007, DEFINITIONS; 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 SERVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council 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, Title 7 Chapter 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 City Council has considered, among other things, the character of the amendment with a view of encouraging the most appropriate use of land in the City,

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, has determined that adjusting its definition regarding Front Facades is necessary to promote responsible land and economic development, and to protect the public health and safety.

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 **AMENDMENTS**

3.01 That the Celina Code of Ordinances, Chapter 14: Zoning; Article 14.01 General Provisions; Section 14.01.007 Definitions; shall be amended to read as follows:

Sec. 14.01.007 Definitions

“Front Facade. Shall mean the front of a building, or any face of a building given special architectural treatment containing an enclosed air conditioned space. Front entry garages may extend up to 6 feet from the front façade of the home provided that a front porch is provided which extends the length of the building front or bay windows are provided which face the street and extend from grade to a substantial portion of the front façade.”

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

SECTION 4 **CUMULATIVE REPEALER**

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

SECTION 5 **SAVINGS**

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

SECTION 6 **SEVERABILITY**

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

SECTION 7 **PENALTY**

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

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

SECTION 8 **PUBLICATION**

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 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 9 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____day of _____, 2018.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Proposed Ordinance (Zoning Ordinance Amendment - Definitions)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: May 8, 2018
 Re: GG&S Annexation 1st Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony regarding a voluntary annexation request from JDG Land Holding Co. for an approximately 4.7 acre tract of land located in the M.E.P. & P.R.R. Survey, Abstract No. 653, Tract 42, Collin County, Texas. The property is generally located on the west side of Preston Road north of Business 289 (N Louisiana Dr.). (GG&S Annexation) (Jackson)

Applicant:

JDG Land Holding
 105 S. Tennessee Street, Suite 102
 McKinney, TX 75069

Background Information:

Below is the anticipated annexation schedule for the property:

~~Tuesday, April 10, 2018 - City Council acts on a resolution to set the public hearing dates~~
 Tuesday, May 8, 2018 - First Public Hearing held.
 Tuesday, June 12, 2018 - Second Public Hearing held.
 Tuesday, June 12, 2018 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

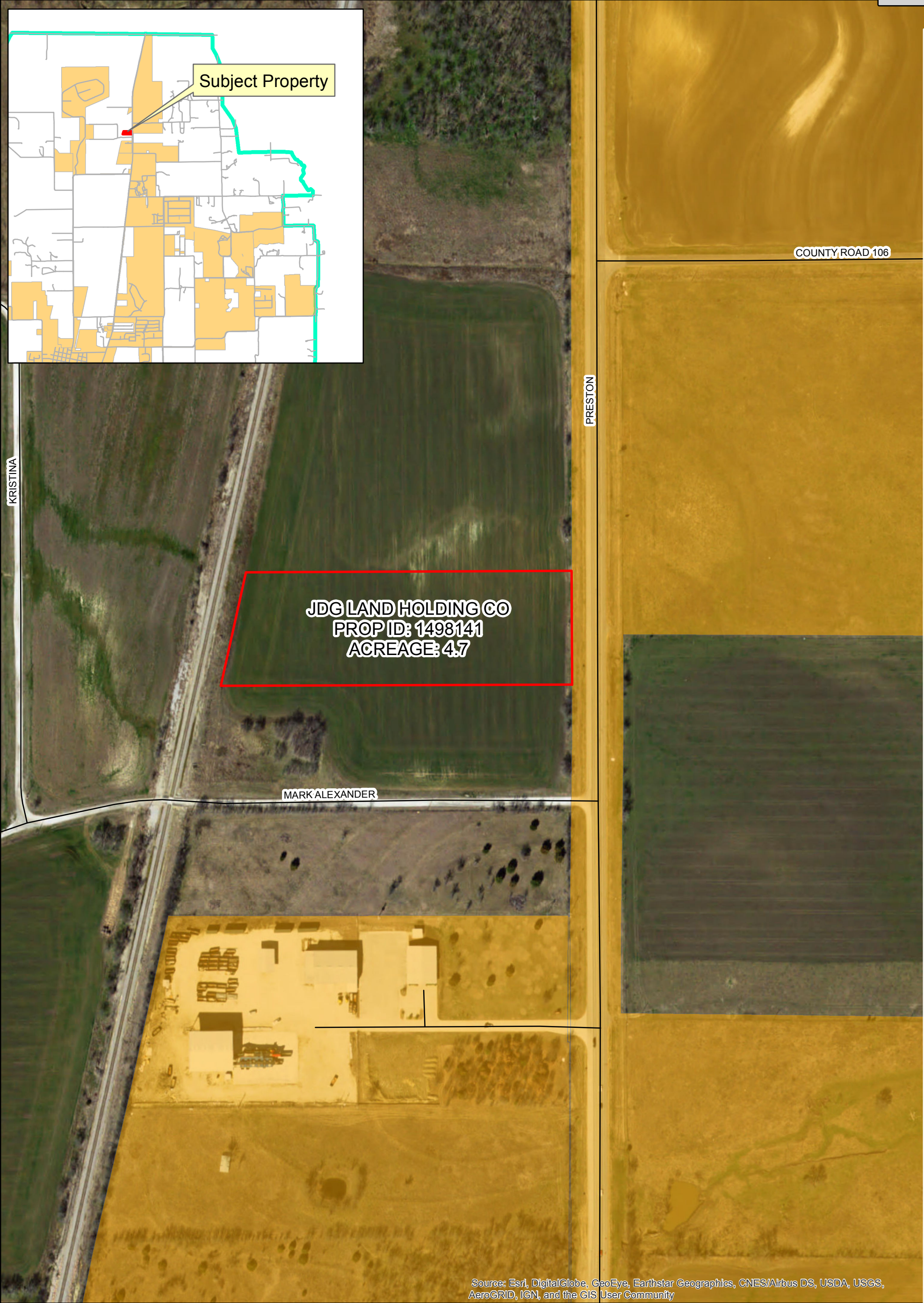
N/A

Supporting Documents:

- Property Exhibit

Staff Recommendation:

N/A



Attachment: Property Exhibit (GG&S Annexation 1st Public Hearing)

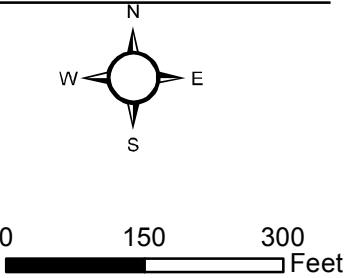


Location Map

Date: 5/2/2018

Legend

- Roads
- Parcel
- ETJ Limits
- City Limits





Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutouchian, Finance Director
CC: Jason Laumer, City Manager
Date: May 8, 2018
Re: Amend 2017-2018 Budget

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2018-53 which adopted and approved the budget for fiscal year beginning October 1, 2017 and ending September 30, 2018, and make appropriations for each department, project and account, by adopting an amended mid-fiscal year 2017-2018 budget for the City of Celina, Texas, reallocating funds between accounts pursuant to exhibit "A", attached hereto and incorporated into this ordinance. (Toutouchian)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Ordinance

Staff Recommendation:

Adopt

**CITY OF CELINA, TEXAS
ORDINANCE 2018-____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2017-2018; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENT; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the provisions of Subsection (a) of Section 102.007 of Chapter 102 of the Local Government Code and the provisions of Chapter 2.02 of the Home Rule Charter of the City of Celina (hereinafter "the City"), the budget for 2017-2018 fiscal year of the City was finally approved by the City Council, being the governing body thereof, by its Ordinance No. 2017-53, passed and adopted on the 12th day of September, 2017, (hereinafter the "Budget");

WHEREAS, Subsection (b) of Section 102.009 of the Local Government Code provides that, after final approval of the budget, the governing body of the municipality may spend municipal funds only in strict compliance with the budget, except in an emergency, but Section 102.010 of said Code provides that the provisions of Chapter 102 thereof do not prevent the governing body of such municipality from making changes in the budget for municipal purposes; and

WHEREAS, Subsection (c) of Section 102.009 of said Code provides that the governing body of a municipality may authorize an expenditure as an amendment to the original budget only in the case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention; and

WHEREAS, the adoption of this ordinance and the amendment of the Budget is necessary for an in the best interest of the health, safety and general welfare of the inhabitants of the City.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

Attachment: Budget Amendment Ordinance Mid Year Amendments (Amend Budget)

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 TO THE BUDGET**

3.01 A grave public necessity exists and to meet an unusual and unforeseen conditions that could not have been included in the original budget through the use of the reasonably diligent thought and attention and the Budget must be amended and revised with respect of the new or additional receipts and expenditures set forth in Exhibit "A" attached hereto and made a part hereof.

3.02 The proposed changes are set forth in Exhibit "A" attached hereto and made a part hereof.

3.03 All of the changes set forth in Exhibit "A" are for municipal purposes.

3.04 The several amounts stated in Exhibit "A" as the amended or revised expenditures are hereby appropriated to and for the objects and purposes therein named.

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 the budget 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
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 8
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 8th day of May, 2018.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Budget Amendment Ordinance Mid Year Amendments (Amend Budget)



CITY OF CELINA AMENDED BUDGET FISCAL YEAR 2016-2017

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

GENERAL FUND

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**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

GENERAL FUND SUMMARY

		FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE	FY 2017 BUDGET		
TOTAL FINES & FEES	3,160,270	6,125,338	94%
TOTAL TAXES	4,398,568	4,800,720	9%
TOTAL GRANTS	0	0	100%
TOTAL CONTRIBUTIONS/DONATIONS	229,308	170,406	-26%
TOTAL INTEREST INCOME	45,500	58,200	28%
TOTAL MISCELLANEOUS REVENUE	299,130	359,297	20%
TOTAL TRANSFERS	1,458,000	492,000	-66%
TOTAL GENERAL FUND REVENUE	9,590,776	12,005,961	25%

		FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES	FY 2017 BUDGET		
LIBRARY	177,856	165,787	-6.79%
GENERAL SERVICES OFFICE	283,049	272,888	-3.59%
PLANNING AND DEVELOPMENT SERVICES	1,218,608	967,800	-20.58%
ADMINISTRATION	1,181,193	1,261,592	6.81%
MUNICIPAL COURT	156,748	153,267	-2.22%
FIRE AND EMS	2,058,979	2,059,618	0.03%
STREETS	851,546	806,001	-5.35%
POLICE	1,786,968	1,687,532	-5.56%
PARKS	821,567	737,813	-10.19%
MARKETING	349,030	297,469	-14.77%
ENGINEERING	705,029	620,854	-11.94%
NON DEPARTMENTAL	-	509,000	100.00%
TOTAL DEPARTMENTAL EXPENDITURES	9,590,573	9,539,621	-0.53%

REVENUE OVER (UNDER) EXPENDITURES	203	2,466,340	
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Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**102-GENERAL FUND
REVENUE**

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
FINES & FEES			
102-400-01-4020 COURT FINES	176,000	112,435	-36.12%
102-400-01-4021 COURT FINES-SECURITY	6,325	3,900	-38.34%
102-400-01-4022 COURT FINES-TECHNOLOGY	8,335	5,200	-37.61%
102-400-01-4023 COURT FINES-TIME PAY	2,035	1,545	-24.08%
102-400-01-4024 COURT FINES - DEF DISP	116,490	80,200	-31.15%
102-400-01-4025 PARK FEES	0	0	0.00%
102-400-01-4026 TRUANCY PREVENTION FUND	3,850	385	-90.00%
102-400-01-4027 CREDIT CARD FEES	9,735	17,400	78.74%
102-400-01-4028 JURY FEES	0	3	0.00%
102-400-01-4030 PERMITS	2,537,500	3,932,300	54.97%
102-400-01-4060 EMS FEES	175,000	217,030	24.02%
102-400-01-4080 DEVELOPMENT FEES	125,000	1,245,940	896.75%
102-400-01-4082 MUD1 FIRE/EMS & POLICE	0	509,000	100.00%
TOTAL FINES & FEES	3,160,270	6,125,338	93.82%
TAXES			
102-400-02-4010 SALES TAX	639,757	939,150	46.80%
102-400-02-4050 PROPERTY TAX-CURRENT	3,413,028	3,387,450	-0.75%
102-400-02-4060 PROPERTY TAX-DELINQUEN	25,000	99,420	297.68%
102-400-02-4071 FRANCHISE TAXES - ELECTRIC	218,403	271,150	24.15%
102-400-02-4072 FRANCHISE TAXES - GAS	53,089	43,100	-18.82%
102-400-02-4073 FRANCHISE TAXES - TELEPHONE	20,687	26,400	27.62%
102-400-02-4074 FRANCHISE TAXES - CABLE	21,982	24,650	12.14%
102-400-02-4075 UTILITIES PEG FEES	5,722	7,200	25.83%
102-400-02-4076 HOTEL OCCUPANCY TAX	900	2,200	144.44%
TOTAL TAXES	4,398,568	4,800,720	9.14%
102-400-03-4057 POLICE TRAINING GRANT	-	-	0.00%
102-400-03-4058 FIRE FIGHTERS TRAINING	-	-	
TOTAL GRANTS	-	-	100.00%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**102-GENERAL FUND
REVENUE**

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
CONTRIBUTIONS/DONATIONS			
102-400-04-4057 PARK DONATIONS	-	1,000	100.00%
102-400-04-4059 FIRE DEPT DONATIONS	-	0	100.00%
102-400-04-4705 COUNTY LIBRARY FUNDS	14,308	14,308	0.00%
102-400-04-4711 CITY SPONSORED EVENTS	55,000	89,100	62.00%
102-400-04-4712 CITY & CHAMBER BALLOON	160,000	65,998	-58.75%
TOTAL CONTRIBUTIONS/DONATIONS	229,308	170,406	-25.69%
INTEREST			
102-400-05-4800 INTEREST INCOME	45,500	58,200	27.91%
TOTAL INTEREST INCOME	45,500	58,200	27.91%
MISCELLANEOUS REVENUE			
102-400-09-4090 POLICE REPORTS	500	900	80.00%
102-400-09-4091 POLICE SEIZURES	-	-	0.00%
102-400-09-4092 COUNTY REBATE OF CHILD	8,030	8,048	0.22%
102-400-09-4093 COLLIN COUNTY FIREMAN'S	74,200	81,608	9.98%
102-400-09-4094 DENTON COUNTY FIREMAN'S	10,000	10,000	0.00%
102-400-09-4700 SALE OF FIXED ASSETS	-	39,150	100.00%
102-400-09-4720 PROPERTY RENTAL	-	616	100.00%
102-400-09-4730 PARK FACILITIES USAGE	136,000	155,900	14.63%
102-400-09-4731 PARK CONCESSION STAND	35,000	9,540	-72.74%
102-400-09-4740 HEALTH INSPECTION FEES	9,000	11,580	28.67%
102-400-09-4741 FIRE INSPECTION FEES	2,500	4,500	80.00%
102-400-09-4742 ALARM PERMIT	7,500	11,575	54.33%
102-400-09-4743 KEEP CELINA BEAUTIFUL	5,000	10,000	100.00%
102-400-09-4850 MISCELLANEOUS INCOME	9,000	12,830	42.56%
102-400-09-4852 LIBRARY SERVICES CONTR	2,400	3,050	27.08%
102-400-09-4853 CASH OVER/SHORT	-	-	100.00%
TOTAL MISCELLANEOUS REVENUE	299,130	359,297	20.11%
102-400-99-4600 TRANSFERS IN	1,458,000	492,000	-66.26%
TOTAL TRANSFERS	1,458,000	492,000	-66.26%
TOTAL GENERAL FUND REVENUE	9,590,776	12,005,961	25.18%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**102-GENERAL FUND
LIBRARY**

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
PAYROLL EXPENSE			
102-508-01-5100 SALARIES	101,635	96,955	-4.60%
102-508-01-5105 OVERTIME	-	-	0.00%
102-508-01-5107 SPECIAL EVENT PAY	-	-	0.00%
102-508-01-5110 P/R TAX EXPENSE	7,775	7,461	-4.04%
102-508-01-5111 SUTA	1,080	136	-87.41%
102-508-01-5115 GROUP HEALTH INSURANCE	6,007	6,000	-0.12%
102-508-01-5116 RETIREMENT - TMRS	4,232	4,050	-4.30%
102-508-01-5117 WORKMAN'S COMPENSATION	529	576	8.88%
102-508-01-5120 LONGEVITY PAY	572	572	0.00%
102-508-01-5122 SCHOOL, REGISTRATION &	950	56	-94.11%
102-508-01-5123 TRAVEL, MEALS & LODGING	1,664	-	-100.00%
102-508-01-5124 UNIFORMS	-	-	
TOTAL PAYROLL EXPENSE	124,444	115,806	-6.94%
LEGAL & PROFESSIONAL EXP			
102-508-02-5140 CONTRACT SERVICES	-	250	100.00%
102-508-02-5150 LEGAL	-	-	
TOTAL LEGAL & PROFESSIONAL EXP	-	250	100.00%
MATERIALS & SUPPLIES			
102-508-03-5207 OFFICE FURNITURE			
102-508-03-5208 COMPUTER SW/HW	2,925	-	-100.00%
102-508-03-5209 OFFICE SUPPLIES	1,150	1,025	-10.87%
102-508-03-5210 MATERIAL / SUPPLIES	2,300	2,220	-3.48%
TOTAL MATERIALS & SUPPLIES	6,375	3,245	-49.10%
MAINTENANCE EXPENSE			
102-508-04-5205 MAINTENANCE AGREEMENTS	8,500	9,025	6.18%
102-508-04-5225 FACILITY MAINTENANCE	-	200	100.00%
TOTAL MAINTENANCE EXPENSE	8,500	9,225	8.53%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**102-GENERAL FUND
LIBRARY**

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
UTILITY EXPENSE			
102-508-05-5400 LAND PHONE LINES	2,625	2,490	-5.14%
102-508-05-5403 INTERNET / DSL	2,700	2,100	-22.22%
102-508-05-5419 NATURAL GAS	850	785	-7.65%
102-508-05-5420 ELECTRICITY	3,700	2,580	-30.27%
102-508-05-5421 OTHER UTILITIES	-		
TOTAL UTILITY EXPENSE	9,875	7,955	-19.44%
MISCELLANEOUS EXPENSE			
102-508-09-5220 POSTAGE/COURIER	770	330	-57.14%
102-508-09-5240 GENERAL INSURANCE	431	431	0.00%
102-508-09-5250 MEMBERSHIP & DUES	681	1,020	49.78%
102-508-09-5285 HIRING EXPENSES	57	45	-21.05%
102-508-09-5290 ADVERTISING	-	-	
102-508-09-5410 OFFICE CLEANING	3,400	3,000	-11.76%
102-508-09-5415 EQUIPMENT RENTAL	1,500	1,075	-28.33%
102-508-09-5700 EQUIPMENT	1,726	105	-93.92%
102-508-09-5710 LIBRARY BOOKS	20,098	23,300	15.93%
TOTAL MISCELLANEOUS EXPENSE	28,663	29,306	2.24%
TOTAL LIBRARY	177,857	165,787	-6.79%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**102-GENERAL FUND
GENERAL SERVICES OFFICE**

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
PAYROLL EXPENSE			
102-509-01-5100 SALARIES	152,584	116,700	-23.52% a
102-509-01-5105 OVERTIME	-	-	
102-509-01-5107 SPECIAL EVENT PAY	-	-	
102-509-01-5110 P/R TAX EXPENSE	11,673	9,015	-22.77%
102-509-01-5111 SUTA	810	103	-87.28%
102-509-01-5115 GROUP HEALTH INSURANCE	18,019	11,500	-36.18%
102-509-01-5116 RETIREMENT - TMRS	5,020	7,200	43.43%
102-509-01-5117 WORKMAN'S COMPENSATION	687	930	35.37%
102-509-01-5120 LONGEVITY PAY	1,156	1,150	-0.52%
102-509-01-5122 SCHOOL, REGISTRATION &	2,800	825	-70.54%
102-509-01-5123 TRAVEL, MEALS & LODGING	3,200	925	-71.09%
102-509-01-5124 UNIFORMS	-		
TOTAL PAYROLL EXPENSE	195,949	148,348	-24.29%
LEGAL & PROFESSIONAL EXP			
102-509-02-5140 CONTRACT SERVICES	250	62,025	24710% a
102-509-02-5150 LEGAL	1,000	-	-100.00%
102-509-02-5154 CODEBOOK	6,500	3,450	-46.92%
TOTAL LEGAL & PROFESSIONAL EXP	7,750	65,475	744.84%
MATERIALS & SUPPLIES			
102-509-03-5208 COMPUTER SOFTWARE / HA	2,000	2,425	21.25%
102-509-03-5209 OFFICE SUPPLIES	2,400	1,170	-51.25%
102-509-03-5210 MATERIAL / SUPPLIES	2,800	1,900	-32.14%
TOTAL MATERIALS & SUPPLIES	7,200	5,495	-23.68%
MAINTENANCE EXPENSE			
102-509-04-5205 MAINTENANCE AGREEMENTS	7,125	7,330	2.88%
TOTAL MAINTENANCE EXPENSE	7,125	7,330	2.88%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

102-GENERAL FUND
GENERAL SERVICES OFFICE

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
UTILITY EXPENSE			
102-509-05-5400 LAND PHONE LINES	1,500	2,240	49.33%
102-509-05-5401 CELL PHONES	900	375	-58.33%
102-509-05-5403 INTERNET DSL	3,500	2,400	-31.43%
102-509-05-5419 NATURAL GAS	1,000	145	-85.50%
102-509-05-5420 ELECTRICITY	5,900	2,580	-56.27%
TOTAL UTILITY EXPENSE	12,800	7,740	-39.53%
MISCELLANEOUS EXPENSE			
102-509-09-5119 EMPLOYEE EVENTS	2,500	1,100	-56.00%
102-509-09-5145 ELECTION EXPENSES	10,000	4,500	-55.00%
102-509-09-5146 RECORDS MANAGEMENT	900	120	-86.67%
102-509-09-5180 LICENSES, PERMITS & FI	2,000	395	-80.25%
102-509-09-5220 POSTAGE / COURIER	300	70	-76.67%
102-509-09-5240 GENERAL LIABILITY INSU	800	800	0.00%
102-509-09-5250 MEMBERSHIPS, DUES & SU	485	365	-24.74%
102-509-09-5290 LEGAL PUBLICATIONS	4,000	1,950	-51.25%
102-509-09-5410 OFFICE CLEANING	2,400	900	-62.50%
102-509-09-5415 EQUIPMENT RENTAL	-	435	100.00%
102-509-09-5700 EQUIPMENT	1,000	-	-100.00%
102-509-09-5750 CAPITAL OUTLAY	27,840	27,865	0.09%
TOTAL MISCELLANEOUS EXPENSE	52,225	38,500	-26.28%
TOTAL GENERAL SERVICES OFFICE	283,049	272,888	-3.59%

Comments/Justification/Notes

a- Interim HR Manager costs

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**102-GENERAL FUND
PLANNING & DEVELOPMENT SERVICES**

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
PAYROLL EXPENSE			
102-510-01-5100 SALARIES	650,415	559,200	-14.02%
102-510-01-5105 OVERTIME	5,000	2,300	-54.00%
102-510-01-5110 P/R TAX EXPENSE	50,139	42,575	-15.09%
102-510-01-5111 SUTA	3,105	390	-87.44%
102-510-01-5115 GROUP HEALTH INSURANCE	69,061	51,560	-25.34%
102-510-01-5116 RETIREMENT - TMRS	42,668	34,700	-18.67%
102-510-01-5117 WORKER'S COMPENSATION	4,695	3,315	-29.39%
102-510-01-5120 LONGEVITY PAY	912	705	-22.70%
102-510-01-5122 SCHOOL, REGISTRATION &	9,631	9,175	-4.73%
102-510-01-5123 TRAVEL, MEALS & LODGIN	11,542	4,000	-65.34%
102-510-01-5124 UNIFORMS	1,550	1,365	-11.94%
TOTAL PAYROLL EXPENSE	848,718	709,285	-16.43%
LEGAL & PROFESSIONAL EXP			
102-510-02-5140 CONTRACT SERVICES	25,000	5,950	-76.20%
102-510-02-5144 HEALTH INSPECTIONS	10,000	9,000	-10.00%
102-510-02-5149 ENGINEERING	-	1,750	100.00%
102-510-02-5152 PLANNING	100,000	-	-100.00%
102-510-02-5161 ANNEX. PLAN & PRE-ANNE	20,000	30,100	50.50%
TOTAL LEGAL & PROFESSIONAL EXP	155,000	46,800	-69.81%
MATERIALS & SUPPLIES			
102-510-03-5207 OFFICE FURNITURE			
102-510-03-5208 COMPUTER SOFTWARE / HA	20,400	5,650	-72.30%
102-510-03-5209 OFFICE SUPPLIES	5,900	3,000	-49.15%
102-510-03-5210 MATERIAL & SUPPLIES	2,650	5,000	88.68%
TOTAL MATERIALS & SUPPLIES	28,950	13,650	-52.85%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

102-GENERAL FUND
PLANNING & DEVELOPMENT SERVICES

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
MAINTENANCE EXPENSE			
102-510-04-5205 MAINTENANCE AGREEMENTS	33,560	19,800	-41.00%
102-510-04-5225 FACILITY MAINTENANCE	2,000	2,650	32.50%
102-510-04-5231 EQUIPMENT O&M	-	20	100.00%
102-510-04-5279 FUEL	16,050	7,200	-55.14%
102-510-04-5280 VEHICLE O&M	3,100	1,150	-62.90%
102-510-04-5281 VEHICLE REPAIR	4,100	660	-83.90%
TOTAL MAINTENANCE EXPENSE	58,810	31,480	-46.47%
UTILITY EXPENSE			
102-510-05-5400 LAND PHONE LINES	6,000	5,700	-5.00%
102-510-05-5401 CELL PHONES	7,200	6,800	-5.56%
102-510-05-5403 INTERNET DSL	14,000	12,900	-7.86%
102-510-05-5419 NATURAL GAS	300	500	66.67%
102-510-05-5420 ELECTRICITY	6,500	5,450	-16.15%
TOTAL UTILITY EXPENSE	34,000	31,350	-7.79%
MISCELLANEOUS EXPENSE			
102-510-09-5162 CREDIT CARD FEES	-	12,650	100.00%
102-510-09-5180 LICENSES, PERMITS & FILING	2,000	2,150	7.50%
102-510-09-5200 MAPS & PRINTING	2,000	-	-100.00%
102-510-09-5220 POSTAGE AND COURIER	2,000	910	-54.50%
102-510-09-5240 GENERAL LIABILITY INSU	1,200	2,250	87.50%
102-510-09-5250 MEMBERSHIPS, DUES & SU	6,390	3,700	-42.10%
102-510-09-5285 HIRING EXPENSES	600	250	-58.33%
102-510-09-5290 LEGAL PUBLICATIONS	5,000	2,600	-48.00%
102-510-09-5410 OFFICE CLEANING	3,500	6,000	71.43%
102-510-09-5415 EQUIPMENT RENTAL	1,440	6,125	325.35%
102-510-09-5700 EQUIPMENT	-	-	0.00%
102-510-09-5750 CAPITAL OUTLAY	69,000	98,600	42.90%
TOTAL MISCELLANEOUS EXPENSE	93,130	135,235	45.21%
TOTAL PLANNING & DEVELOPMENT SVCS	1,218,608	967,800	-20.58%

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**102-GENERAL FUND
ADMINISTRATION**

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
PAYROLL EXPENSE			
102-511-01-5100 SALARIES	489,558	421,700	-14%
102-511-01-5105 OVERTIME	-	-	0%
102-511-01-5107 SPECIAL EVENT PAY	2,500	-	-100%
102-511-01-5110 P/R TAX EXPENSE	37,642	31,500	-16%
102-511-01-5111 SUTA	1,620	77	-95%
102-511-01-5115 GROUP HEALTH INSURANCE	36,057	31,245	-13%
102-511-01-5116 RETIREMENT-TMRS	32,033	25,720	-20%
102-511-01-5117 WORKMAN'S COMPENSATION	2,214	2,330	5%
102-511-01-5120 LONGEVITY PAY	1,052	825	-22%
102-511-01-5122 SCHOOL, REGISTRATION &	8,030	2,250	-72%
102-511-01-5123 TRAVEL, MEALS & LODGING	12,234	4,650	-62%
TOTAL PAYROLL EXPENSE	622,940	520,297	-16%
LEGAL & PROFESSIONAL EXP			
102-511-02-5140 CONTRACT SERVICES	4,000	54,600	1265% a
102-511-02-5150 LEGAL	120,000	195,000	63%
102-511-02-5151 AUDIT	22,500	22,500	0%
102-511-02-5215 TAX COLLECTION-COLLIN	5,200	3,100	-40%
TOTAL LEGAL & PROFESSIONAL EXP	151,700	275,200	81%
MATERIALS & SUPPLIES			
102-511-03-5207 OFFICE FURNITURE EXPENSE	1,250	11,560	825%
102-511-03-5208 COMPUTER SW / HW	6,500	11,100	71%
102-511-03-5209 OFFICE SUPPLIES	2,600	3,450	33%
102-511-03-5210 MATERIALS/SUPPLIES	3,500	5,000	43%
	-		
TOTAL MATERIALS & SUPPLIES	13,850	31,110	125%
MAINTENANCE EXPENSE			
102-511-04-5205 MAINTENANCE AGREEMENTS	49,418	13,700	-72%
102-511-04-5225 FACILITY MAINTENANCE	10,000	1,400	-86%
102-511-04-5226 CITY HALL RENOVATIONS	-	1,200	100%
TOTAL MAINTENANCE EXPENSE	59,418	16,300	-73%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**102-GENERAL FUND
ADMINISTRATION**

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
UTILITY EXPENSE			
102-511-05-5400 LAND PHONE LINES	2,880	4,020	40%
102-511-05-5401 CELL PHONES	2,400	3,700	54%
102-511-05-5403 INTERNET DSL	14,400	6,950	-52%
102-511-05-5419 NATURAL GAS	1,080	865	-20%
102-511-05-5420 ELECTRICITY	5,500	5,500	0%
TOTAL UTILITY EXPENSE	26,260	21,035	-20%
MISCELLANEOUS EXPENSE			
102-511-09-5180 LICENSES/PERMITS/FILING	50	565	1030%
102-511-09-5220 POSTAGE/COURIER	2,000	1,475	-26%
102-511-09-5240 GENERAL INSURANCE	1,750	1,875	7%
102-511-09-5250 MEMBERSHIPS & DUES	5,600	7,800	39%
102-511-09-5260 COUNCIL EXPENSES	18,000	27,100	51%
102-511-09-5271 MEALS AND ENTERTAINMENT	1,250	1,525	22%
102-511-09-5285 NEW EMPL. HIRING EXPENSE	0	140	100%
102-511-09-5290 LEGAL PUBLICATIONS	750	500	-33%
102-511-09-5405 INTERNET ISP & HOSTING	13,000	13,950	7%
102-511-09-5410 CLEANING (CITY HALL)	2,500	1,450	-42%
102-511-09-5411 CLEANING(COUNCIL CHAM.)	2,000	1,800	-10%
102-511-09-5412 CLEANING (SR. CITIZEN CTR.)	1,000	900	-10%
102-511-09-5415 EQUIPMENT RENTAL	17,604	11,350	-36%
102-511-09-5610 CENTRAL APPRAISAL DIST.	30,070	31,290	4%
102-511-09-5700 EQUIPMENT	-	-	0%
102-511-09-5705 SPECIAL PROJECTS	100,000	242,000	142%
102-511-09-5706 SALES TAX REBATE	10,000	40,210	302%
102-511-09-5750 CAPITAL OUTLAY	101,450	13,720	-86%
TOTAL MISCELLANEOUS EXPENSE	307,024	397,650	30%
TOTAL	1,181,192	1,261,592	7%

Comments/Justification/Notes

a- Interim City Manager costs

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

MUNICIPAL COURT

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
PAYROLL EXPENSE			
102-512-01-5100 SALARIES	74,048	72,750	-1.75%
102-512-01-5105 OVERTIME	4,200	2,700	-35.71%
102-512-01-5110 P/R TAX EXPENSE	5,986	5,986	0.00%
102-512-01-5111 SUTA	540	87	-83.89%
102-512-01-5115 GROUP HEALTH INSURANCE	12,008	12,000	-0.07%
102-512-01-5116 RETIREMENT-TMRS	5,094	4,855	-4.69%
102-512-01-5117 WORKMAN'S COMPENSATION	352	363	3.13%
102-512-01-5120 LONGEVITY PAY	160	164	2.50%
102-512-01-5122 SCHOOL, REGIST. & TUITION	750	685	-8.67%
102-512-01-5123 TRAVEL, MEALS & LODGING	1,000	205	-79.50%
102-512-01-5124 UNIFORMS	200	335	67.50%
TOTAL PAYROLL EXPENSE	104,338	100,130	-4.03%
LEGAL & PROFESSIONAL EXP			
102-512-02-5150 LEGAL	15,000	15,000	0.00%
102-512-02-5162 MUNICIPAL JUDGE FEES	14,400	14,400	0.00%
TOTAL LEGAL & PROFESSIONAL EXP	29,400	29,400	0.00%
MATERIALS & SUPPLIES			
102-512-03-5207 OFFICE FURNITURE			
102-512-03-5208 COMPUTER SOFTWARE / HA	2,250	850	-62.22%
102-512-03-5209 OFFICE SUPPLIES	1,000	1,045	4.50%
102-512-03-5210 MATERIALS/SUPPLIES	1,260	2,000	58.73%
TOTAL MATERIALS & SUPPLIES	4,510	3,895	-13.64%
MAINTENANCE EXPENSE			
102-512-04-5205 MAINTENANCE AGREEMENTS	8,000	6,460	-19.25%
TOTAL MAINTENANCE EXPENSE	8,000	6,460	-19.25%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

MUNICIPAL COURT

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
UTILITY EXPENSE			
102-512-05-5400 LAND PHONE LINES	900	1,420	57.78%
102-512-05-5403 INTERNET DSL	1,800	2,410	33.89%
102-512-05-5419 NATURAL GAS	250	142	-43.20%
102-512-05-5420 ELECTRICITY	2,400	3,140	30.83%
TOTAL UTILITY EXPENSE	5,350	7,112	32.93%
MISCELLANEOUS EXPENSE			
102-512-09-5162 CREDIT CARD FEES	-	1,600	100.00%
102-512-09-5220 POSTAGE	950	950	0.00%
102-512-09-5240 GENERAL INSURANCE	250	250	0.00%
102-512-09-5250 MEMBERSHIPS & DUES	200	150	-25.00%
102-512-09-5410 OFFICE CLEANING	1,250	600	-52.00%
102-512-09-5411 MISCELLANEOUS EXPENSE	-	-	
102-512-09-5415 EQUIPMENT RENTAL	500	1,160	132.00%
102-512-09-5600 FINES DUE TO STATE COM	-		
102-512-09-5700 EQUIPMENT	2,000	1,560	-22.00%
TOTAL MISCELLANEOUS EXPENSE	5,150	6,270	21.75%
TOTAL MUNICIPAL COURT	156,748	153,267	-2.22%

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**102-GENERAL FUND
FIRE & EMS**

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
PAYROLL			
102-513-01-5100 SALARIES	1,175,059	1,122,800	-4.45%
102-513-01-5105 OVERTIME	76,760	177,525	131.27%
102-513-01-5107 SPECIAL EVENTS PAY	11,240	5,500	-51.07%
102-513-01-5110 P/R TAX EXPENSE	96,624	99,125	2.59%
102-513-01-5111 SUTA	5,130	505	-90.16%
102-513-01-5115 GROUP HEALTH INSURANCE	114,120	106,522	-6.66%
102-513-01-5116 RETIREMENT-TMRS	82,225	80,370	-2.26%
102-513-01-5117 WORKMAN'S COMPENSATION	40,797	37,675	-7.65%
102-513-01-5120 LONGEVITY PAY	4,048	3,500	-13.54%
102-513-01-5122 SCHOOL, REGISTRATION &	11,350	10,500	-7.49%
102-513-01-5123 TRAVEL, MEALS & LODGING	13,110	11,505	-12.24%
102-513-01-5124 UNIFORMS	43,131	43,460	0.76%
TOTAL PAYROLL EXPENSE	1,673,594	1,698,987	1.52%
LEGAL & PROFESSIONAL EXP			
102-513-02-5140 CONTRACT LABOR	16,000	17,200	7.50%
102-513-02-5150 LEGAL	-		
102-513-02-5212 MEDICAL CONTROL	20,000	20,000	0.00%
TOTAL LEGAL & PROFESSIONAL EXP	36,000	37,200	3.33%
MATERIALS & SUPPLIES			
102-513-03-5208 COMPUTER SW / HW	24,000	22,185	-7.56%
102-513-03-5209 OFFICE SUPPLIES	2,200	2,190	-0.45%
102-513-03-5210 MATERIALS/SUPPLIES	24,795	22,360	-9.82%
102-513-03-5211 MEDICAL SUPPLIES	53,150	48,060	-9.58%
TOTAL MATERIALS & SUPPLIES	104,145	94,795	-8.98%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

102-GENERAL FUND
FIRE & EMS

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
MAINTENANCE EXPENSE			
102-513-04-5203 LANDSCAPE MAINTENANCE	15,000	-	-100.00%
102-513-04-5205 MAINTENANCE AGREEMENTS	59,070	49,350	-16.46%
102-513-04-5225 FACILITY MAINTENANCE	3,850	1,130	-70.65%
102-513-04-5230 EQUIPMENT REPAIRS	2,100	1,690	-19.52%
102-513-04-5231 EQUIPMENT O&M	250	-	-100.00%
102-513-04-5279 FLEET FUEL	15,000	17,940	19.60%
102-513-04-5280 VEHICLE O&M	25,570	18,065	-29.35%
102-513-04-5281 VEHICLE REPAIRS	20,000	14,480	-27.60%
TOTAL MAINTENANCE EXPENSE	140,840	102,655	-27.11%
UTILITY EXPENSE			
102-513-05-5400 LAND PHONE LINES	8,500	6,588	-22.49%
102-513-05-5401 CELL PHONES	14,980	14,588	-2.62%
102-513-05-5402 PAGERS	1,750	-	-100.00%
102-513-05-5403 INTERNET DSL	14,000	18,265	30.46%
102-513-05-5419 NATURAL GAS	3,000	2,820	-6.00%
102-513-05-5420 ELECTRICITY	25,000	24,042	-3.83%
TOTAL UTILITY EXPENSE	67,230	66,303	-1.38%
MISCELLANEOUS EXPENSE			
102-513-09-5130 RETIRED FIREMEN FEES	1,300	1,227	-5.62%
102-513-09-5220 POSTAGE	300	54	-82.00%
102-513-09-5240 GENERAL INSURANCE	19,000	19,000	0.00%
102-513-09-5250 MEMBERSHIPS & DUES	7,470	4,920	-34.14%
102-513-09-5285 OTHER EMPLOYEE EXPENSE	-	160	100.00%
102-513-09-5290 ADVERTISING	3,500	752	-78.51%
102-513-09-5415 EQUIPMENT RENTAL	5,600	6,115	9.20%
102-513-09-5700 EQUIPMENT	-	-	
102-513-09-5750 CAPITAL OUTLAY	-	27,450	100.00%
TOTAL MISCELLANEOUS EXPENSE	37,170	59,678	60.55%
TOTAL FIRE & EMS	2,058,979	2,059,618	0.03%

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**102-GENERAL FUND
STREETS**

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
PAYROLL			
102-514-01-5100 SALARIES	270,764	273,654	1.07%
102-514-01-5105 OVERTIME	5,000	1,100	-78.00%
102-514-01-5107 SPECIAL EVENTS PAY	4,000	720	-82.00%
102-514-01-5110 P/R TAX EXPENSE	21,402	21,380	-0.10%
102-514-01-5111 SUTA	1,620	344	-78.77%
102-514-01-5115 GROUP HEALTH INSURANCE	36,061	32,500	-9.87%
102-514-01-5116 RETIREMENT-TMRS	18,213	17,500	-3.91%
102-514-01-5117 WORKMAN'S COMPENSATION	13,904	8,600	-38.15%
102-514-01-5120 LONGEVITY PAY	688	420	-38.95%
102-514-01-5122 SCHOOL, REGISTRATION &	3,500	895	-74.43%
102-514-01-5123 TRAVEL, MEALS & LODGING	600	415	-30.83%
102-514-01-5124 UNIFORMS	3,000	3,000	0.00%
TOTAL PAYROLL EXPENSE	378,752	360,528	-4.81%
LEGAL & PROFESSIONAL EXP			
102-514-03-5145 ROAD REPAIRS	130,000	139,206	7.08%
102-514-02-5160 DRAINAGE MAINTENANCE	45,000	42,920	-4.62%
102-514-02-5390 ANIMAL CONTROL-SHELTER	23,250	21,327	-8.27%
102-514-02-5395 ANIMAL CONTROL - M&O	16,000	10,700	-33.13%
TOTAL LEGAL & PROFESSIONAL EXP	214,250	214,153	-0.05%
MATERIALS & SUPPLIES			
102-514-03-5208 COMPUTER SW/ HW	1,000	865	-13.50%
102-514-03-5209 OFFICE SUPPLIES	2,180	1,920	-11.93%
102-514-03-5210 MATERIALS/SUPPLIES	5,000	7,000	40.00%
102-514-03-5212 STREET SIGNS & TRAFFIC	35,000	31,950	-8.71%
TOTAL MATERIALS & SUPPLIES	43,180	41,735	-3.35%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

102-GENERAL FUND
STREETS

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
MAINTENANCE EXPENSE			
102-514-04-5205 MAINTENANCE AGREEMENTS	5,380	5,860	8.92%
102-514-04-5225 FACILITIES MAINTENANCE	48,960	44,350	-9.42%
102-514-04-5230 EQUIPMENT REPAIRS	5,200	5,000	-3.85%
102-514-04-5279 FUEL	20,280	19,180	-5.42%
102-514-04-5281 VEHICLE REPAIRS	4,500	4,600	2.22%
102-514-04-5283 TRAFFIC SIGNALIZATION	-	36	100.00%
TOTAL MAINTENANCE EXPENSE	84,320	79,026	-6.28%
UTILITY EXPENSE			
102-514-05-5400 LAND PHONE LINES	960	1,040	8.33%
102-514-05-5401 CELL PHONE	3,600	3,010	-16.39%
102-514-05-5403 INTERNET DSL	4,800	1,240	-74.17%
102-514-05-5420 ELECTRICITY	9,600	4,800	-50.00%
102-514-05-5421 STREET LIGHTS	106,000	96,650	-8.82%
102-514-05-5422 OTHER UTILITIES	-		
TOTAL UTILITY EXPENSE	124,960	106,740	-14.58%
MISCELLANEOUS EXPENSE			
102-514-09-5220 POSTAGE	-	150	100.00%
102-514-09-5240 GENERAL INSURANCE	1,994	1,994	0.00%
102-514-09-5250 MEMBERSHIPS & DUES	550	815	48.18%
102-514-09-5285 NEW EMPLOYEE HIRING	300	250	-16.67%
102-514-09-5290 ADVERTISING	-	260	100.00%
102-514-09-5415 EQUIPMENT RENTAL	3,240	320	-90.12%
102-514-09-5700 EQUIPMENT	-	30	100.00%
102-514-09-5800 TRANSFER TO MAJOR EQUIP FUND			
TOTAL MISCELLANEOUS EXPENSE	6,084	3,819	-37.23%
TOTAL STREETS	851,546	806,001	-5.35%

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**102-GENERAL FUND
POLICE**

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
PAYROLL EXPENSE			
102-515-01-5100 SALARIES	1,035,253	1,039,855	0.44%
102-515-01-5105 OVERTIME	22,000	26,875	22.16%
102-515-01-5106 SPECIAL EVENT-OVERTIME	-	1,965	100.00%
102-515-01-5107 SPECIAL EVENT PAY	8,000	6,825	-14.69%
102-515-01-5110 P/R TAX EXPENSE	81,859	82,275	0.51%
102-515-01-5111 SUTA	4,860	410	-91.56%
102-515-01-5115 GROUP HEALTH INSURANCE	108,126	98,500	-8.90%
102-515-01-5116 RETIREMENT-TMRS	69,660	66,520	-4.51%
102-515-01-5117 WORKMAN'S COMPENSATION	44,407	39,675	-10.66%
102-515-01-5118 CORPORAL INCENTIVE PAY	4,800	-	-100.00%
102-515-01-5120 LONGEVITY PAY	2,844	2,512	-11.67%
102-515-01-5122 SCHOOL, REGIS. & TUITION	20,200	20,875	3.34%
102-515-01-5123 TRAVEL, MEALS & LODGING	9,050	4,730	-47.73%
102-515-01-5124 UNIFORMS	34,905	31,427	-9.96%
TOTAL PAYROLL EXPENSE	1,445,964	1,422,444	-1.63%
LEGAL & PROFESSIONAL EXP			
102-515-02-5139 TPCA FNDT BEST PRACTICES	500	500	0.00%
102-515-02-5148 CHILD ADVOCACY-COLLIN CO	6,000	6,000	0.00%
102-515-02-5300 DISPATCH SERVICE-COLLIN CO	58,910	55,310	-6.11%
TOTAL LEGAL & PROFESSIONAL EXP	65,410	61,810	-5.50%
MATERIALS & SUPPLIES			
102-515-03-5208 COMPUTER SW / HW	9,400	9,580	1.91%
102-515-03-5209 OFFICE SUPPLIES	8,200	7,425	-9.45%
102-515-03-5210 MATERIALS/SUPPLIES	8,320	5,380	-35.34%
102-515-03-5211 AMMUNITION AND SUPPLIES	11,900	11,025	-7.35%
102-515-03-5212 CID SUPPLIES	3,000	2,550	-15.00%
102-515-03-5213 CID CRIME LAB FEES	2,000	-	-100.00%
102-515-03-5214 TRAINING SUPPLIES	6,000	5,375	-10.42%
102-515-03-5217 SRT SUPPLIES	-	2,250	100.00%
TOTAL MATERIALS & SUPPLIES	48,820	43,585	-10.72%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

102-GENERAL FUND
POLICE

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
MAINTENANCE EXPENSE			
102-515-04-5205 MAINTENANCE AGREEMENTS	62,655	23,130	-63.08%
102-515-04-5225 FACILITY MAINTENANCE	20,900	12,050	-42.34%
102-515-04-5230 EQUIPMENT REPAIRS	500	-	-100.00%
102-515-04-5279 FLEET FUEL	65,700	32,325	-50.80%
102-515-04-5280 VEHICLE O&M	14,140	11,120	-21.36%
102-515-04-5281 VEHICLE REPAIRS	4,712	7,250	53.86%
TOTAL MAINTENANCE EXPENSE	168,607	85,875	-49.07%
UTILITY EXPENSE			
102-515-05-5400 LAND PHONE LINE	4,250	5,900	38.82%
102-515-05-5401 CELL PHONE	3,100	1,250	-59.68%
102-515-05-5403 INTERNET DSL	1,000	15,373	1437.30%
102-515-05-5419 NATURAL GAS	-	1,100	100.00%
102-515-05-5420 ELECTRICITY	5,400	5,560	2.96%
TOTAL UTILITY EXPENSE	13,750	29,183	112.24%
MISCELLANEOUS EXPENSE			
102-515-09-5220 POSTAGE	1,000	835	-16.50%
102-515-09-5240 GENERAL INSURANCE	19,000	19,000	0.00%
102-515-09-5250 MEMBERSHIPS & DUES	1,425	1,725	21.05%
102-515-09-5285 NEW EMPLOYEE HIRE COSTS	1,500	2,620	74.67%
102-515-09-5290 ADVERTISING	-	-	
102-515-09-5340 OFFICE RENT	2,000	-	-100.00%
102-515-09-5380 INMATE CARE COLLIN CO	4,000	1,605	-59.88%
102-515-09-5406 VEHICLE WIRELESS	5,240	6,000	14.50%
102-515-09-5407 COMPUTER SOFTWARE O&M	-	415	100.00%
102-515-09-5415 EQUIPMENT RENTAL	4,500	6,000	33.33%
102-515-09-5700 EQUIPMENT	-		
102-515-09-5730 DWI BLOOD	750	685	-8.67%
102-515-09-5750 CAPITAL OUTLAY	-	-	
102-515-09-5760 CRIME PREVENTION	-	750	100.00%
102-515-09-5780 COMMUNITY POLICING	5,000	5,000	0.00%
TOTAL MISCELLANEOUS EXPENSE	44,415	44,635	0.50%
TOTAL POLICE	1,786,966	1,687,532	-5.56%

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**102-GENERAL FUND
PARKS & RECREATION**

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EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
102-516-01-5100 SALARIES	275,709	238,300	-13.57%
102-516-01-5105 OVERTIME	2,500	500	-80.00%
102-516-01-5107 SPECIAL EVENT PAY	5,000	3,000	-40.00%
102-516-01-5110 P/R TAX EXPENSE	21,666	19,887	-8.21%
102-516-01-5111 SUTA	1,890	155	-91.80%
102-516-01-5115 GROUP HEALTH INSURANCE	42,041	34,500	-17.94%
102-516-01-5116 RETIREMENT-TMRS	18,437	16,040	-13.00%
102-516-01-5117 WORKMAN'S COMPENSATION	11,923	10,520	-11.77%
102-516-01-5120 LONGEVITY PAY	1,652	1,610	-2.54%
102-516-01-5122 SCHOOL, REGISTRATION &	650	385	-40.77%
102-516-01-5123 TRAVEL, MEALS & LODGING	500	310	-38.00%
102-516-01-5124 UNIFORMS	2,700	1,430	-47.04%
TOTAL PAYROLL EXPENSE	384,668	326,637	-15.09%
LEGAL & PROFESSIONAL EXP			
102-516-02-5140 CONTRACT LABOR	55,000	89,700	63.09%
TOTAL LEGAL & PROFESSIONAL EXP	55,000	89,700	63.09%
MATERIALS & SUPPLIES			
102-516-03-5208 COMPUTER SW/HW	400	165	-58.75%
102-516-03-5209 OFFICE SUPPLIES	250	30	-88.00%
102-516-03-5210 MATERIALS/SUPPLIES	55,000	10,570	-80.78%
102-516-03-5500 CHEMICALS & FERTILIZER	35,000	22,620	-35.37%
102-516-03-5501 IRRIGATION	19,000	19,200	1.05%
102-516-03-5502 HORTICULTURE & LNDSCP	10,000	9,725	-2.75%
TOTAL MATERIALS & SUPPLIES	119,650	62,310	-47.92%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

102-GENERAL FUND
PARKS & RECREATION

MAINTENANCE EXPENSE			
102-516-04-5205 MAINTENANCE AGREEMENT	2,600	2,790	7.31%
102-516-04-5225 FACILITY MAINTENANCE	60,000	63,450	5.75%
102-516-04-5230 EQUIPMENT REPAIRS	2,000	975	-51.25%
102-516-04-5231 EQUIPMENT O&M	1,000	3,505	250.50%
102-516-04-5279 FLEET FUEL	4,000	3,840	-4.00%
102-516-04-5280 VEHICLE O&M	2,500	635	-74.60%
102-516-04-5281 VEHICLE REPAIRS	1,500	2,220	48.00%
TOTAL MAINTENANCE EXPENSE	73,600	77,415	5.18%
UTILITY EXPENSE			
102-516-05-5400 LAND PHONE LINE	1,300	1,105	-15.00%
102-516-05-5401 CELL PHONE	2,600	2,650	1.92%
102-516-05-5403 INTERNET DSL	1,100	1,100	0.00%
102-516-05-5419 NATURAL GAS	1,500	3,000	100.00%
102-516-05-5420 ELECTRICITY	24,000	21,555	-10.19%
TOTAL UTILITY EXPENSE	30,500	29,410	-3.57%
MISCELLANEOUS EXPENSE			
102-516-09-5220 POSTAGE	50	36	-28.00%
102-516-09-5240 GENERAL LIABILITY INS	6,000	6,000	0.00%
102-516-09-5250 MBRSHIPS, DUES & SUBSCRPT	400	320	-20.00%
102-516-09-5290 ADVERTISING	200	150	-25.00%
102-516-09-5415 EQUIPMENT RENTAL	1,500	1,025	-31.67%
102-516-09-5625 PARK CONCESSION STAND	50,000	12,800	-74.40%
102-516-09-5626 PARKS SPORTS ACTIVITY	100,000	123,450	23.45%
102-516-09-5700 EQUIPMENT	-	260	100.00%
102-516-09-5750 CAPITAL OUTLAY	-	8,300	100.00%
TOTAL MISCELLANEOUS EXPENSE	158,150	152,341	-3.67%
TOTAL PARKS & RECREATION	821,568	737,813	-10.19%

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**102-GENERAL FUND
MARKETING**

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
PAYROLL EXPENSE			
102-519-01-5100 SALARIES	65,400	77,300	18%
102-519-01-5105 OVERTIME	-	-	0%
102-519-01-5110 P/R TAX EXPENSE	5,003	6,168	23%
102-519-01-5111 SUTA	270	18	-93%
102-519-01-5115 GROUP HEALTH INSURANCE	6,006	6,510	8%
102-519-01-5116 RETIREMENT-TMRS	4,258	3,540	-17%
102-519-01-5117 WORKMAN'S COMPENSATION	294	440	50%
102-519-01-5120 LONGEVITY PAY	64	64	0%
102-519-01-5122 SCHOOL, REGISTRATION &			
102-519-01-5123 TRAVEL, MEALS & LODGING		945	100%
102-519-01-5124 UNIFORMS		28	100%
TOTAL PAYROLL EXPENSE	81,295	95,013	17%
MATERIALS AND SUPPLIES			
102-519-09-5208 COMPUTER HW/SW		115	100%
102-519-03-5209 OFFICE SUPPLIES		100	100%
102-519-03-5210 MATERIALS/SUPPLIES			
TOTAL MATERIALS & SUPPLIES	-	215	100%
MAINTENANCE EXPENSE			
102-519-04-5205 MAINTENANCE AGREEMENTS	-		
102-519-04-5225 FACILITY MAINTENANCE	-		
TOTAL MAINTENANCE EXPENSE	-	-	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

102-GENERAL FUND MARKETING

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
UTILITY EXPENSE			
102-519-05-5400 LAND PHONE LINES	-	205	100%
102-519-05-5401 CELL PHONE	-	200	100%
TOTAL UTILITY EXPENSE	-	405	100%
MISCELLANEOUS EXPENSE			
102-519-09-5121 MARKETING EVENTS	1,200	2,040	70%
102-519-09-5220 POSTAGE	400	11	-97%
102-519-09-5240 GENERAL LIABILITY INSURANCE	135	135	0%
102-519-09-5290 ADVERTISING	1,000	2,500	150%
102-519-09-5410 OFFICE CLEANING	-	-	0%
102-519-09-5415 EQUIPMENT RENTAL	-	-	0%
102-519-09-5621 PARK FEST	160,000	64,050	-60%
102-519-09-5622 KEEP CELINA BEAUTIFUL	5,000	525	-90%
102-519-09-5623 4TH OF JULY SPLASH & BLAST	30,000	35,300	18%
102-519-09-5624 CAJUN FEST	50,000	77,275	55%
102-519-09-5700 EQUIPMENT	-	-	0%
102-519-09-5705 SPECIAL PROJECTS	-	-	0%
102-519-09-5706 MAIN STREET MIS. EXPEN	-	-	0%
102-519-09-5707 CHAMBER MARKETING	20,000	20,000	0%
TOTAL MISCELLANEOUS EXPENSE	267,735	201,836	-25%
TOTAL MARKETING	349,030	297,469	-15%

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

102-GENERAL FUND

ENGINEERING

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
PAYROLL EXPENSE			
102-520-01-5100 SALARIES	397,362	375,750	-5.44%
102-520-01-5105 OVERTIME	21,000	21,115	0.55%
102-520-01-5110 P/R TAX EXPENSE	32,005	30,450	-4.86%
102-520-01-5111 SUTA	1,620	400	-75.31%
102-520-01-5115 GROUP HEALTH INSURANCE	36,021	30,000	-16.72%
102-520-01-5116 RETIREMENT-TML	27,235	23,830	-12.50%
102-520-01-5117 WORKMAN'S COMPENSATION	12,425	7,925	-36.22%
102-520-01-5120 LONGEVITY PAY	372	356	-4.30%
102-520-01-5122 SCHOOL, REGISTRATION &	3,050	1,761	-42.26%
102-520-01-5123 TRAVEL, MEALS & LODGING	2,400	1,070	-55.42%
102-520-01-5124 UNIFORMS	1,900	1,865	-1.84%
TOTAL PAYROLL EXPENSE	535,390	494,522	-7.63%
LEGAL & PROFESSIONAL EXP			
102-520-02-5140 CONTRACT LABOR	1,600	-	-100.00%
102-520-02-5209 ENGINEERING	65,000	51,325	-21.04%
TOTAL LEGAL & PROFESSIONAL EXP	66,600	51,325	-22.94%
MATERIALS & SUPPLIES			
102-520-03-5208 COMPUTER SOFTWARE/HDWR	4,980	4,900	-1.61%
102-520-03-5209 OFFICE SUPPLIES	5,250	2,025	-61.43%
102-520-03-5210 MATERIALS/SUPPLIES	1,000	2,415	141.50%
TOTAL MATERIALS & SUPPLIES	11,230	9,340	-16.83%
MAINTENANCE EXPENSE			
102-520-04-5205 MAINTENANCE AGREEMENTS	10,160	14,370	41.44%
102-520-04-5225 FACILITY MAINTENANCE	2,500	1,215	-51.40%
102-520-04-5230 EQUIPMENT REPAIRS	500	-	-100.00%
102-520-04-5279 FLEET FUEL	19,500	9,085	-53.41%
102-520-04-5280 VEHICLE O & M	2,940	2,365	-19.56%
102-520-04-5281 VEHICLE REPAIRS	1,500	8,370	458.00%
TOTAL MAINTENANCE EXPENSE	37,100	35,405	-4.57%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

102-GENERAL FUND**ENGINEERING**

		FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES	FY 2017 BUDGET		
UTILITY EXPENSE			
102-520-05-5400 TELEPHONE	2,880	2,370	-17.71%
102-520-05-5401 CELL PHONES	4,080	4,975	21.94%
102-520-05-5403 INTERNET DSL	14,400	4,480	-68.89%
102-520-05-5419 NATURAL GAS	864	375	-56.60%
102-520-05-5420 ELECTRICITY	14,400	5,550	-61.46%
TOTAL UTILITY EXPENSE	36,624	17,750	-51.53%
MISCELLANEOUS			
102-520-09-5180 LICENSES/PERMITS/FILING	1,250	613	-50.96%
102-520-09-5220 POSTAGE	600	65	-89.17%
102-520-09-5240 GENERAL INSURANCE	1,994	1,994	0.00%
102-520-09-5250 MEMBERSHIPS & DUES	1,900	1,450	-23.68%
102-520-09-5285 HIRING EXPENSE	300	95	-68.33%
102-520-09-5290 ADVERTISING	1,600	-	-100.00%
102-520-09-5410 OFFICE CLEANING	5,400	3,145	-41.76%
102-520-09-5415 EQUIPMENT RENTAL	5,040	5,150	2.18%
102-520-09-5700 EQUIPMENT	-	-	
102-520-09-5750 CAPITAL OUTLAY	-	-	
TOTAL MISCELLANEOUS EXPENSE	18,084	12,512	-30.81%
TOTAL ENGINEERING	705,028	620,854	-11.94%

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

WATER & WASTEWATER FUND

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

WATER & WASTEWATER FUND SUMMARY

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
TOTAL FINES & FEES	1,526,850	1,795,885	17.62%
TOTAL INTEREST INCOME	115,000	171,550	49.17%
TOTAL SALES	7,058,124	8,001,271	13.36%
TOTAL MISCELLANEOUS REVENUE	316,500	432,070	36.52%
TOTAL WATER/WASTEWATER REVENUE	9,016,474	10,400,776	15.35%

EXPENSES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
WATER DEPARTMENT	4,653,981	4,880,735	4.87%
WASTEWATER DEPARTMENT	3,072,873	2,864,904	-6.77%
TRASH AND RECYCLING	468,000	483,405	3.29%
UTILITY BILLING DEPARTMENT	328,187	196,156	-40.23%
TOTAL DEPARTMENTAL EXPENSES	8,523,041	8,425,200	-1.15%

REVENUE OVER (UNDER) EXPENSES	493,433	1,975,576	
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Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**202-WATER & WASTEWATER
REVENUE**

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
FINES & FEES			
202-400-01-4027 CREDIT CARD FEES	-	48,725	100%
202-400-01-4072 WATER TOWER RENTAL FEE	58,000	65,640	13.17%
202-400-01-4230 RECONNECT/DISCONNECT FEES	17,000	12,250	-27.94%
202-400-01-4232 CUSTOMER SERVICE FEES	1,600	560	-65.00%
202-400-01-4235 TRANSFER FEES	1,000	950	-5.00%
202-400-01-4240 WATER CONNECTION FEE	821,500	952,530	15.95%
202-400-01-4241 SEWER CONNECTION FEE	627,750	715,230	13.94%
TOTAL FINES & FEES	1,526,850	1,795,885	17.62%
INTEREST			
202-400-05-4220 PENALTIES	90,000	122,435	9.44%
202-400-05-4800 INTEREST INCOME	25,000	49,115	96.00%
TOTAL INTEREST INCOME	115,000	171,550	49.17%
SALES			
202-400-06-4200 WATER SALES	4,546,390	5,132,245	12.89%
202-400-06-4210 SEWER SALES	1,995,734	2,329,145	16.71%
202-400-06-4215 GARBAGE BILLING	516,000	539,881	4.63%
TOTAL SALES	7,058,124	8,001,271	13.36%
MISCELLANEOUS REVENUE			
202-400-09-4236 RADIO READ-METERS	294,500	362,290	23.02%
202-400-09-4850 MISCELLANEOUS INCOME	22,000	69,780	217.18%
202-400-09-4851 W / S CASH OVER (SHORT)	-	-	0.00%
TOTAL MISCELLANEOUS REVENUE	316,500	432,070	36.52%
TOTAL WATER & WASTEWATER REVENUE	9,016,474	10,400,776	15.35%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**202-WATER AND WASTEWATER FUND
WATER DEPARTMENT**

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
PAYROLL EXPENSE			
202-521-01-5100 SALARIES	366,718	355,920	-2.94%
202-521-01-5105 OVERTIME	20,000	23,315	16.58%
202-521-01-5107 SPECIAL EVENT PAY	-	300	100.00%
202-521-01-5110 P/R TAX EXPENSE	29,584	29,370	-0.72%
202-521-01-5111 SUTA	2,970	485	-83.67%
202-521-01-5115 GROUP HEALTH INSURANCE	63,051	52,000	-17.53%
202-521-01-5116 RETIREMENT-TMRS	25,175	23,740	-5.70%
202-521-01-5117 WORKMAN'S COMPENSATION	22,004	17,940	-18.47%
202-521-01-5120 LONGEVITY PAY	1,460	860	-41.10%
202-521-01-5122 SCHOOL, REGISTRATION &	5,850	2,460	-57.95%
202-521-01-5123 TRAVEL, MEALS & LODGING	1,000	281	-71.90%
202-521-01-5124 UNIFORMS	6,600	6,390	-3.18%
TOTAL PAYROLL EXPENSE	544,412	513,061	-5.76%
LEGAL & PROFESSIONAL			
202-521-02-5145 ROAD MAINTENANCE	10,000	22,215	122.15%
202-521-02-5149 ENGINEERING	-	11,750	100.00%
202-521-02-5150 LEGAL	-	-	
TOTAL LEGAL & PROFESSIONAL EXP	10,000	33,965	239.65%
MATERIALS & SUPPLIES			
202-521-03-5207 WATER METERS	356,990	437,800	22.64%
202-521-03-5208 COMPUTER SW/HW	3,550	1,680	-52.68%
202-521-03-5209 OFFICE SUPPLIES	2,000	2,770	38.50%
202-521-03-5210 MATERIALS/SUPPLIES	95,000	158,210	66.54%
202-521-03-5500 CHEMICALS	20,000	5,605	-71.98%
TOTAL MATERIALS & SUPPLIES	477,540	606,065	26.91%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

202-WATER AND WASTEWATER FUND
WATER DEPARTMENT

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
MAINTENANCE EXPENSE			
202-521-04-5205 MAINTENANCE AGREEMENTS	25,570	33,080	29.37%
202-521-04-5225 FACILITY MAINTENANCE	4,180	12,110	189.71%
202-521-04-5230 EQUIPMENT REPAIRS	47,100	38,490	-18.28%
202-521-04-5279 FUEL	27,040	28,695	6.12%
202-521-04-5280 VEHICLE O&M	-	460	100.00%
202-521-04-5281 VEHICLE REPAIRS	4,000	17,725	343.13%
202-521-04-5510 TESTING W/S SAMPLES	8,000	10,660	33.25%
202-521-04-5515 SEWER SLUDGE REMOVAL	-		
TOTAL MAINTENANCE EXPENSE	115,890	141,220	21.86%
UTILITY EXPENSE			
202-521-05-5400 LAND PHONE LINE	960	2,770	188.54%
202-521-05-5401 CELL PHONE	9,900	10,705	8.13%
202-521-05-5403 INTERNET DSL	600	1,260	110.00%
202-521-05-5419 NATURAL GAS	-		
202-521-05-5420 ELECTRICITY	198,000	199,315	0.66%
TOTAL UTILITY EXPENSE	209,460	214,050	2.19%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

202-WATER AND WASTEWATER FUND
WATER DEPARTMENT

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
MISCELLANEOUS EXPENSE			
202-521-09-5162 CREDIT CARD FEES	-	22,031	100.00%
202-521-09-5180 LICENSES/PERMITS/FILING	6,000	8,065	34.42%
202-521-09-5220 POSTAGE	2,500	92	-96.32%
202-521-09-5240 GENERAL INSURANCE	9,000	9,000	0.00%
202-521-09-5250 MEMBERSHIPS & DUES	7,320	6,075	-17.01%
202-521-09-5285 HIRING EXPENSES	400	372	-7.00%
202-521-09-5415 EQUIPMENT RENTAL	18,960	16,945	-10.63%
202-521-09-5440 PAYING AGENT FEES	6,000	6,285	4.75%
202-521-09-5700 EQUIPMENT	25,600	25,470	-0.51%
202-521-09-5740 UTRWD H2O	1,615,264	1,686,005	4.38%
202-521-09-5741 NTC GROUNDWATER CONSERV	16,000	2,400	-85.00%
202-521-09-5750 CAPITAL OUTLAY			
TOTAL MISCELLANEOUS EXPENSE	1,707,044	1,782,740	4.43%
TRANSFERS			
202-521-99-5144 TRANSFER TO GENERAL FUND	328,000	328,000	0.00%
202-521-99-5801 W/S REVENUE TRANSFER	-		
202-521-99-5805 TRANSFER TO DEBT FUND	1,261,634	1,261,634	0.00%
TOTAL TRANSFERS	1,589,634	1,589,634	0.00%
TOTAL WATER	4,653,980	4,880,735	4.87%

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

202-WATER AND WASTEWATER FUND

WASTEWATER EXPENSES

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
PAYROLL			
202-522-01-5100 SALARIES	182,707	162,245	-11.20%
202-522-01-5105 OVERTIME	12,000	10,615	-11.54%
202-522-01-5107 SPECIAL EVENTS PAY	-	-	0.00%
202-522-01-5110 P/R TAX EXPENSE	14,895	13,260	-10.98%
202-522-01-5111 SUTA	1,620	124	-92.35%
202-522-01-5115 GROUP HEALTH INSURANCE	36,033	23,000	-36.17%
202-522-01-5116 RETIREMENT - TMRS	12,675	10,630	-16.13%
202-522-01-5117 WORKER'S COMPENSATION	6,932	7,500	8.19%
202-522-01-5120 LONGEVITY PAY	516	436	-15.50%
202-522-01-5122 SCHOOL, REGISTRATION &	3,500	850	-75.71%
202-522-01-5123 TRAVEL, MEALS & LODGIN	100	130	30.00%
202-522-01-5124 UNIFORMS	3,600	3,025	-15.97%
TOTAL PAYROLL EXPENSE	274,578.00	231,815	53.78%
LEGAL & PROFESSIONAL EXP			
202-522-02-5140 CONTRACT SERVICES	-		
202-522-02-5145 ROAD REPAIRS	5,000	750	-85.00%
202-522-02-5146 SEWER IMPACT FEE STUDY	-		
202-522-02-5147 SEWER MASTER PLAN	-		
202-522-02-5149 ENGINEERING	150,000	165,400	10.27%
202-522-02-5150 LEGAL	-		
TOTAL LEGAL & PROFESSIONAL EXP	155,000	166,150	25.81%
MATERIALS & SUPPLIES			
202-522-03-5208 COMPUTER SW / HW	1,000	840	-16.00%
202-522-03-5209 OFFICE SUPPLIES	1,775	1,915	7.89%
202-522-03-5210 MATERIAL AND SUPPLIES	30,000	25,610	-14.63%
202-522-03-5500 CHEMICALS	20,000	10,540	-47.30%
202-522-03-5600 LIFT STATIONS	120,000	116,360	-3.03%
TOTAL MATERIALS & SUPPLIES	172,775	155,265	-27.36%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

202-WATER AND WASTEWATER FUND

WASTEWATER EXPENSES

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
MAINTENANCE EXPENSE			
202-522-04-5205 MAINTENANCE AGREEMENT	5,220	7,025	34.58%
202-522-04-5225 FACILITY MAINTENANCE	2,000	4,260	113.00%
202-522-04-5230 EQUIPMENT REPAIRS	80,000	81,850	2.31%
202-522-04-5279 FUEL	16,900	13,105	-22.46%
202-522-04-5281 VEHICLE REPAIRS	2,500	7,300	192.00%
202-522-04-5510 TESTING OF SEWER SAMPLES	12,000	10,130	-15.58%
202-522-04-5515 SEWER PLANT SLUDGE REM	22,000	25,050	13.86%
TOTAL MAINTENANCE EXPENSE	140,620	148,720	12.00%
UTILITY EXPENSE			
202-522-05-5400 LAND PHONE LINES	960	665	-30.73%
202-522-05-5401 CELL PHONE	4,500	6,775	50.56%
202-522-05-5403 INTERNET DSL	600	690	15.00%
202-522-05-5419 NATURAL GAS	-	-	0.00%
202-522-05-5420 ELECTRICITY	55,000	60,975	10.86%
TOTAL UTILITY EXPENSE	61,060	69,105	24.47%
MISCELLANEOUS EXPENSE			
202-522-09-5180 LICENSES & PERMITS	5,600	2,920	-47.86%
202-522-09-5240 GENERAL LIABILITY INS	5,420	5,420	0.00%
202-522-09-5250 MBRSHIP, DUES & SUBS.	6,720	3,400	-49.40%
202-522-09-5285 HIRING EXPENSES	150	195	30.00%
202-522-09-5415 EQUIPMENT RENTAL	20,000	265	-98.68%
202-522-09-5700 EQUIPMENT	4,800	4,920	2.50%
202-522-09-5740 UTRWD SEWER	612,313	488,150	-20.28%
202-522-09-5741 UTRWD REGIONAL PLANT D	471,514	446,256	-5.36%
202-522-09-5742 UTRWD MAIN TRUNK DEBT	347,506	347,506	0.00%
-	-	-	
-	-	-	
TOTAL MISCELLANEOUS EXPENSE	1,474,023	1,299,032	-31.06%
TRANSFERS			
202-522-99-5144 TRANSFER TO GENERAL FUND	164,000	164,000	0.00%
202-522-99-5805 TRANSFER TO DEBT FUND	630,817	630,817	0.00%
TOTAL TRANSFERS	794,817	794,817	0.00%
TOTAL WASTEWATER EXPENSES	3,072,873	2,864,904	-35.16%

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**202-WATER AND WASTEWATER FUND
TRASH AND RECYCLING**

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
202-523-02-5395 GARBAGE PICKUP EXPENSE	468,000	483,405	3.29%
TOTAL LEGAL & PROFESSIONAL EXP	468,000	483,405	3.29%
TOTAL	468,000	483,405	3.29%

Comments/Justification/Notes

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**202-WATER AND WASTEWATER FUND
UTILITY BILLING**

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
PAYROLL			
202-524-01-5100 SALARIES	160,485	100,435	-37.42%
202-524-01-5105 OVERTIME	3,000	1,125	-62.50%
202-524-01-5107 SPECIAL EVENT PAY	-	-	
202-524-01-5110 P/R TAX EXPENSE	12,507	7,835	-37.36%
202-524-01-5111 SUTA	1,080	45	-95.83%
202-524-01-5115 GROUP HEALTH INSURANCE	24,018	11,000	-54.20%
202-524-01-5116 RETIREMENT-TMRS	10,643	6,060	-43.06%
202-524-01-5117 WORKMAN'S COMPENSATION	736	1,100	49.46%
202-524-01-5120 LONGEVITY PAY	830	816	-1.69%
202-524-01-5122 SCHOOL, REGIST/TUITION	500	85	-83.00%
202-524-01-5123 TRAVEL, MEALS & LODGING	1,500	-	-100.00%
202-524-01-5124 UNIFORMS	500	350	-30.00%
TOTAL PAYROLL EXPENSE	215,799	128,851	-40.29%
LEGAL & PROFESSIONAL EXP			
TOTAL LEGAL & PROFESSIONAL EXP	-	-	
MATERIALS & SUPPLIES			
202-524-03-5208 COMPUTER HARDWARE/SFTW	2,250	2,005	-10.89%
202-524-03-5209 OFFICE SUPPLIES	500	1,395	179.00%
202-524-03-5210 MATERIALS/SUPPLIES	500	1,530	206.00%
202-524-03-5244 TRUCK EQUIP & SMALL TO	500	-	-100.00%
TOTAL MATERIALS & SUPPLIES	3,750	4,930	31.47%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

202-WATER AND WASTEWATER FUND
UTILITY BILLING

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
MAINTENANCE EXPENSE			
202-524-04-5205 MAINTENANCE AGREEMENTS	7,664	10,085	31.59%
202-524-04-5225 FACILITY MAINTENANCE	2,500	-	-100.00%
202-524-04-5230 EQUIPMENT REPAIRS	500	-	-100.00%
202-524-04-5279 FLEET FUEL	3,380	-	-100.00%
202-524-04-5280 VEHICLE EXPENSE	900	-	-100.00%
202-524-04-5281 VEHICLE REPAIRS	500	-	-100.00%
TOTAL MAINTENANCE EXPENSE	15,444	10,085	-34.70%
UTILITY EXPENSE			
202-524-05-5400 TELEPHONE	1,920	1,250	-34.90%
202-524-05-5401 CELL PHONES	600	-	-100.00%
202-524-05-5403 INTERNET DSL	9,600	3,615	-62.34%
202-524-05-5419 NATURAL GAS	576	150	-73.96%
202-524-05-5420 ELECTRICITY	9,600	5,570	-41.98%
TOTAL UTILITY EXPENSE	22,296	10,585	-52.53%
MISCELLANEOUS EXPENSE			
202-524-09-5162 CREDIT CARD FEES	-	-	
202-524-09-5220 POSTAGE	36,000	38,635	7.32%
202-524-09-5240 GENERAL INSURANCE	1,000	1,000	0.00%
202-524-09-5250 MEMBERSHIPS & DUES	300	-	-100.00%
202-524-09-5290 ADVERTISING	-	-	
202-524-09-5410 OFFICE CLEANING	3,600	900	-75.00%
202-524-09-5415 EQUIPMENT RENTAL	-	1,170	100.00%
202-524-09-5700 EQUIPMENT	-	-	
202-524-09-5750 CAPITAL OUTLAY	30,000	-	-100.00%
TOTAL MISCELLANEOUS EXPENSE	70,900	41,705	-41.18%
TOTAL UTILITY BILLING	328,189	196,156	-40.23%

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

DEBT SERVICE FUND

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

**103-I & S FUND
DEBT SERVICE**

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
103-400-02-4050 PROPERTY TAXES	1,547,931	1,850,605	19.55%
103-400-02-4060 PROPERTY TAXES-DELINQUENT	40,000	37,390	-6.53%
TOTAL TAXES	1,587,931	1,887,995	18.90%
103-400-04-4061 CEDC CONTRIBUTION		-	0.00%
103-400-04-4062 CCDC CONTRIBUTION	200,000	200,000	0.00%
TOTAL CONTRIBUTIONS	200,000	200,000	0.00%
103-400-05-4800 INTEREST	5,000	13,075	161.50%
TOTAL INTEREST	5,000	13,075	161.50%
103-400-09-4402 CONTRIBUTIONS	-	154,690	100.00%
TOTAL MISCELLANEOUS REVENUE	-	154,690	100.00%
103-400-99-4600 TRANSFERS IN	-	-	0.00%
TOTAL TRANSFERS	-	-	0.00%
TOTAL REVENUE	\$ 1,792,931	\$ 2,255,760	25.81%

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
103-500-09-5800 GENERAL FUND DEBT SERVICE	1,787,938	1,787,938	0.00%
TOTAL EXPENDITURES	\$ 1,787,938	\$ 1,787,938	0.00%
REVENUE OVER/(UNDER) EXPENDITURES	\$ 4,993	\$ 467,822	

Comments/Justification/Notes

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

MAIN STREET FUND

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

112-MAIN STREET FUND

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
112-400-04-4051 MAIN STREET-SPECIAL EVENTS	22,750	24,711	7.94%
112-400-04-4052 GOLF TOURNAMENT	42,000	41,915	-0.20%
TOTAL CONTRIBUTIONS/DONATIONS	64,750	66,626	2.82%
112-400-05-4800 INTEREST INCOME	-	160	100.00%
TOTAL INTEREST	-	160	100.00%
112-400-99-4600 TRANSFERS IN	-	880	100.00%
TOTAL TRANSFERS	-	880	100.00%
TOTAL REVENUE	\$ 64,750	\$ 67,666	4.31%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
112-517-01-5122 SCHOOL, REGISTRATION, TRAINING	1,000	720	-28.00%
112-517-01-5123 TRAVEL, MEALS, LODGING	2,500	685	-72.60%
TOTAL PAYROLL EXPENSE	3,500	1,405	-59.86%
112-517-03-5208 COMPUTER HDWR/SFWR	1,615	1,515	-6.19%
112-517-03-5209 OFFICE SUPPLIES	500	292	-41.60%
112-517-03-5210 MATERIALS/SUPPLIES	750	602	-19.73%
TOTAL MATERIALS AND SUPPLIES	2,865	2,409	-15.92%
112-517-04-5205 MAINTENANCE AGREEMENTS	2,500	1,900	-24.00%
TOTAL MAINTENANCE AGREEMENTS	2,500	1,900	-24.00%
112-517-05-5400 TELEPHONE	1,111	1,165	4.86%
112-517-05-5401 CELL PHONE	915	1,100	20.22%
112-517-05-5403 INTERNET	528	305	-42.23%
112-517-05-5419 NATURAL GAS	434	455	4.84%
TOTAL UTILITY EXPENSE	2,988	3,025	1.24%
112-517-09-5121 GOLF TOURNAMENT	20,000	18,690	-6.55%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

112-MAIN STREET FUND

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
112-517-09-5220 POSTAGE	100	84	-16.00%
112-517-09-5240 GENERAL INSURANCE	135	135	0.00%
112-517-09-5250 MEMBERSHIPS & DUES	1,500	1,500	0.00%
112-517-5290 ADVERTISING	1,500	1,477	-1.53%
112-517-09-5340 OFFICE CLEANING	413	450	8.96%
112-517-09-5415 EQUIPMENT RENTAL	1,500	1,497	-0.20%
112-517-09-5705 SPECIAL PROJECTS	29,593	22,597	-23.64%
112-517-09-5706 MISC EXPENSE	-	23	0.00%
TOTAL MISCELLANEOUS EXPENDITURES	54,741	46,453	-15.14%
TOTAL EXPENDITURES	\$ 66,594	\$ 55,192	-17.12%
REVENUE OVER/(UNDER) EXPENDITURES	\$ (1,844)	\$ 12,474	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

CAPITAL PROJECTS FUNDS

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

105-FIRE IMPROVEMENT FUND

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
105-400-09-4405 2017 BOND PROCEEDS		835,000	100%
105-400-09-4700 SALE OF FIXED ASSETS	-	595,432	100%
TOTAL MISCELLANEOUS REVENUE	-	1,430,432	100%
105-400-09-4403 INTEREST INCOME	-	14,395	100%
	-		
TOTAL INTEREST	-	14,395	100%
TOTAL REVENUE	\$ -	\$ 1,444,827	100%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
105-777-00-8504 EQUIPMENT	-	393,503	100%
105-777-00-8507 VEHICLES	-	62,905	100%
105-777-00-8600 LAND ACQUISITION	-	416,940	100%
			100%
TOTAL EXPENDITURES	\$ -	\$ 873,348	100%
TOTAL REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ 571,479	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

106-STREET CONSTRUCTION FUND

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
106-400-09-4404 2017 BOND PROCEEDS	-	2,420,000	100%
TOTAL MISCELLANEOUS REVENUE	-	2,420,000	100%
207-400-05-4800 INTEREST INCOME	25,000	46,235	100.00%
TOTAL INTEREST	25,000	46,235	85%
TOTAL REVENUE	\$ 25,000	\$ 2,466,235	9765%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
106-777-00-8501 ENGINEERING/DESIGN	33,146	264,355	698%
106-777-00-8502 CONSTRUCTION	918,747	1,377,785	50%
106-777-00-8507 VEHICLES	-	157,232	100%
TOTAL EXPENDITURES	\$ 951,893	\$ 1,799,372	89.03%
TOTAL REVENUE OVER/(UNDER) EXPENDITURES	(926,893)	\$ 666,863	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

107-ROADWAY IMPACT FEES FUND

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
107-400-01-4081 ROADWAY IMPACT FEES	-	262,900	100%
TOTAL MISCELLANEOUS REVENUE	-	262,900	100%
107-400-05-4800 INTEREST INCOME	-	1,025	100%
TOTAL INTEREST	-	1,025	100%
TOTAL REVENUE	\$ -	\$ 263,925	100%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
107-500-09-5700 REFUND ROADWAY IMPACT FEES	-	80,920	0%
TOTAL EXPENDITURES	\$ -	\$ 80,920	0%
TOTAL REVENUE OVER/(UNDER) EXPENDITURES	-	\$ 183,005	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

108-PARK CONSTRUCTION FUND

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
108-400-09-4401 BOND PROCEEDS	-	475,000	100%
TOTAL MISCELLANEOUS REVENUE	-	475,000	100%
108-400-09-44401 INTEREST INCOME		290	100%
TOTAL INTEREST	-	290	100%
TOTAL REVENUE	\$ -	\$ 475,290	100%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
108-777-00-8507 VEHICLES AND EQUIPMENT	-	63,360	100.00%
TOTAL EXPENDITURES	\$ -	\$ 63,360	100.00%
TOTAL REVENUE OVER/(UNDER) EXPENDITURES	-	\$ 411,930	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

109-PARK FEES FUND

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
109-400-01-4081 PARK FEES/DEVELOP. CONTR	-	1,011,625	100%
TOTAL MISCELLANEOUS REVENUE	-	1,011,625	100%
109-400-09-4403 INTEREST INCOME	-	30,095	100%
TOTAL INTEREST	-	30,095	100%
TOTAL REVENUE	\$ -	\$ 1,041,720	100%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
109-500-00-5441 PARK LAND EXPENSE	-	230,000	100%
TOTAL EXPENDITURES	\$ -	\$ 230,000	100%
TOTAL REVENUE OVER/(UNDER) EXPENDITURES	-	\$ 811,720	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

111-FACILITIES IMPROVEMENT FUND

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
111-400-09-4405 2017 BOND PROCEEDS	-	658,000	100%
TOTAL MISCELLANEOUS REVENUE	-	658,000	100%
111-400-09-4403 INTEREST INCOME	200	4,650	2225%
TOTAL INTEREST	200	4,650	2225%
TOTAL REVENUE	\$ 200	\$ 662,650	331225%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
111-777-00-8501 ENGINEERING/DESIGN		73,280	100%
111-777-00-8502 CONSTRUCTION	-	84,680	100%
111-777-00-8503 MISCELLANEOUS	-	8,207	100%
111-777-00-8504 RENOVATIONS	106,000	162,685	53%
111-777-00-8505 COMPUTER/HDWR/SFWR	-	49,815	100%
111-777-00-8506 PROFESSIONAL SVCS	-	22,000	100%
TOTAL EXPENDITURES	106,000	400,667	277.99%
TOTAL REVENUE OVER/(UNDER) EXPENDITURES	(105,800)	\$ 261,983	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

205-UTILITY CONSTRUCTION FUND

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
205-400-09-4401 CERT OF OBLIG PROCEEDS	-	5,241,960	100%
205-400-09-4402 MISC INCOME	-	379,687	100%
TOTAL MISCELLANEOUS REVENUE	-	5,621,647	100%
113-400-05-4800 INTEREST INCOME	-	67,944	100.00%
TOTAL INTEREST	-	67,944	100.00%
TOTAL REVENUE	\$ -	\$ 5,689,591	100.00%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENSES			
205-777-00-8501 ENGINEERING/DESIGN	-	1,902,794	100%
205-777-00-8502 CONSTRUCTION	-	4,053,894	100%
205-777-00-8503 MISC EXPENSE	-	66,830	100%
205-777-00-8504 EQUIPMENT	-	1,200	100%
205-777-00-8505 COMPUTER HDWR/SFWR	-	59,166	100%
205-777-00-8506 EASEMENTS	-	1,084,256	100%
205-777-00-8507 BOND ISSUANCE COSTS	-	90,000	100%
205-777-00-8508 VEHICLES WATER/WW	-	770,270	100%
TOTAL CAPITAL EXPENSES	\$ -	\$ 8,028,410	100%
NET INCOME/(LOSS)	\$ -	\$ (2,338,819)	

ANY INCOME LOSS AT YEAR END IS COVERED BY THE UTILITY CONSTRUCTION FUND BALANCE

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

206-UTILITY IMPACT FEES

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
206-400-01-4081 WATER IMPACT FEES	-	690,300	100%
206-400-01-4082 SEWER IMPACT FEES	-	796,500	100%
206-400-01-4083 SEWER CAP FEES			
TOTAL MISCELLANEOUS REVENUE	-	1,486,800	100%
206-400-05-4800 INTEREST INCOME	-	30,652	100.00%
TOTAL INTEREST	-	30,652	100.00%
TOTAL REVENUE	-	1,517,452	100.00%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENSES			
206-500-00-5441 IMPACT FEES EXPENSE	-	1,486,800	100%
206-500-00-5444 REFUND TO DEVELOPERS	800,000	800,100	100%
TOTAL EXPENSES	800,000	2,286,900	100%
NET INCOME/(LOSS)	\$ (800,000)	\$ (1,490,400)	

ANY INCOME LOSS AT YEAR END IS COVERED BY THE UTILITY IMPACT FEES FUND BALANCE

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

208- STORMWATER DRAINAGE FUND

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
208-400-01-4081 STORMWATER DRAINAGE FEE	299,000	327,225	9%
TOTAL MISCELLANEOUS REVENUE	299,000	327,225	9%
207-400-05-4800 INTEREST INCOME	200	750	100.00%
TOTAL INTEREST	200.00	750	100.00%
TOTAL REVENUE	299,200	327,975	9.62%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENSES			
208-500-00-8501 ENGINEERING/DESIGN	250,000	186,005	-25.60%
208-500-00-8502 CONSTRUCTION	-	49,646	100%
TOTAL EXPENSES	250,000	235,651	-5.74%
NET INCOME/(LOSS)	49,200	92,324	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

OTHER GOVERNMENTAL FUNDS

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

113-MAJOR EQUIPMENT REPLACEMENT FUND

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
113-400-01-4001 FIRE FEES	-	-	0%
113-400-01-4002 POLICE FEES	-	-	0%
TOTAL FINES AND FEES	-	-	0%
113-400-05-4800 INTEREST INCOME	-	6,162	100.00%
TOTAL INTEREST	-	6,162	100.00%
113-400-99-4601 TRANSFER FROM GEN FUND	-	509,046	100.00%
TOTAL TRANSFERS	-	509,046	100.00%
TOTAL REVENUE	\$ -	\$ 515,208	100.00%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
113-500-09-5700 EQUIPMENT	126,054	111,956	-11.18%
113-500-09-5701 VEHICLES	278,946	256,106	-8.19%
113-500-09-5702 PROFESSIONAL SERVICES	-	500	100.00%
TOTAL MISCELLANEOUS EXPENDITURES	\$ 405,000	\$ 368,562	-95.93%
REVENUE OVER/(UNDER) EXPENDITURES	\$ (405,000)	\$ 146,646	-136.21%

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

207- SPECIAL ASSESSMENT REVENUE FUND

REVENUE	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
207-400-00-4002 CONTRIBUTIONS	287,798	287,798	0%
TOTAL MISCELLANEOUS REVENUE	287,798	287,798	0%
207-400-05-4800 INTEREST INCOME	-	3,210	100.00%
TOTAL INTEREST	-	3,210	100.00%
TOTAL REVENUE	287,798	291,008	1.12%

EXPENDITURES	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
207-500-99-5800 TRANSFERS TO DEBT SERVICE	287,798	287,798	100%
TOTAL EXPENDITURES	287,798	287,798	100%
TOTAL REVENUE OVER/(UNDER) EXPENDITURES	-	\$ 3,210	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

COMPONENT UNITS

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

CELINA ECONOMIC DEVELOPMENT CORPORATION

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
SALES TAX	319,848	319,848	0.00%
OTHER REVENUES	-	-	
TOTAL MISCELLANEOUS REVENUE	319,848	319,848	0.00%
INTEREST	1,500	1,500	0.00%
TOTAL INTEREST	1,500	1,500	0.00%
TOTAL REVENUE	321,348	321,348	0.00%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
PERSONNEL	157,839	157,839	0.00%
LEGAL & PROFESSIONAL	17,500	17,500	0.00%
MATERIALS & SUPPLIES	725	725	0.00%
MAINTENANCE	2,500	2,500	0.00%
UTILITIES	6,075	6,075	0.00%
OTHER EXPENSES	97,425	97,425	0.00%
TOTAL EXPENSES	282,064	282,064	0.00%
NET INCOME/(LOSS)	39,284	39,284	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)

**CITY OF CELINA, TEXAS
AMENDED BUDGET
FY 2017**

CELINA COMMUNITY DEVELOPMENT CORPORATION

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
REVENUE			
SALES TAX	319,879	319,879	0.00%
TOTAL MISCELLANEOUS REVENUE	319,879	319,879	0.00%
INTEREST	1,200	1,200	0.00%
TOTAL INTEREST	1,200	1,200	0.00%
TOTAL REVENUE	321,079	321,079	0.00%

	FY 2017 BUDGET	FY 2017 AMENDED BUDGET	% CHANGE FROM ORIGINAL BUDGET
EXPENDITURES			
TRANSFERS OUT	200,000	200,000	0.00%
TOTAL EXPENSES	200,000	200,000	0.00%
NET INCOME/(LOSS)	121,079	121,079	

Attachment: FY 17 AMENDED BUDGET FOR COUNCIL 11-14-17 (Amend Budget)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Lance Vanzant, City Attorney
Date: May 8, 2018
Re: Certificates of Obligation, Series 2018

Action Requested:

Consider and act upon a resolution approving and authorizing publication of notice of intention to issue certificates of obligation and all matters incident and related thereto. (Toutounchian)

Background Information:

Board Review/Citizen Input:

N/A

Alternatives:

Financial Considerations:

Legal Review:

Resolution submitted from Bond Counsel

Supporting Documents:

Resolution

Staff Recommendation:

ORDINANCE NO. 2018-_____

AN ORDINANCE authorizing the issuance of "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018"; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's combined waterworks and sewer system; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$10,000,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring equipment and vehicles for the fire, parks and public works departments, (ii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing and equipping buildings, structures and facilities for the public works department, City Hall, the fire department and the police department, (iv) the acquisition, installation and improvement of municipal information technology systems, public safety and emergency management communications and radio systems, and public safety records management systems, (v) constructing, improving and equipping park and recreational facilities, (vi) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (vii) professional services rendered in connection with such projects and the financing thereof; has been duly published in the *Celina Record*, a newspaper hereby found and determined to be of general circulation in the City of Celina, Texas, on June 16, 2017 and June 23, 2017, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this ordinance; and

WHEREAS, the Council hereby finds and determines that the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) acquiring equipment and vehicles for the fire, parks and public works departments, (ii) constructing street improvements, including drainage,

landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing and equipping buildings, structures and facilities for the public works department, City Hall, the fire department and the police department, (iv) the acquisition, installation and improvement of municipal information technology systems, public safety and emergency management communications and radio systems, and public safety records management systems, (v) constructing, improving and equipping park and recreational facilities, (vi) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (vii) professional services rendered in connection with such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Certificate Date. The Certificates are issuable in fully registered form only; shall be dated August 1, 2017 (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on September 1 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2018	\$ _____	_____ %
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		

The Certificates shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchaser at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months), and such interest shall be payable on March 1 and September 1 of each year, commencing March 1, 2018 until maturity or prior redemption.

SECTION 3: Terms of Payment Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or

otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of U.S. Bank National Association, Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates maturing on and after September 1, 2028 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on September 1, 2027, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

At least forty five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor.

(b) [Mandatory Redemption. The Certificates maturing on September 1, 20__ and September 1, 20__ (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

Term Certificates due September 1, 20__		Term Certificates due September 1, 20__	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>	<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
20__	____,000	20__	____,000
20__*	____,000	20__*	____,000

* Stated maturity.

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following September 1 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificate not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.]

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and

any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the single Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the single Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying

Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates", evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and

Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates with one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) **Forms Generally.** The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such

legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2017

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
August 1, 2017	_____ %	September 1, 20__	_____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchaser) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year, commencing March 1, 2018, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying

Agent/Registrar at the close of business on the “Record Date”, which is the fifteenth day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the “Certificates”) for the purpose of paying contractual obligations to be incurred for (i) acquiring equipment and vehicles for the fire, parks and public works departments, (ii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing and equipping buildings, structures and facilities for the public works department, City Hall, the fire department and the police department, (iv) the acquisition, installation and improvement of municipal information technology systems, public safety and emergency management communications and radio systems, and public safety records management systems, (v) constructing, improving and equipping park and recreational facilities, (vi) improving and extending the City’s combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (vii) professional services rendered in connection with such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the “Ordinance”).

[The Certificates maturing on the dates hereinafter identified (the “Term Certificates”) are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like stated maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Certificates maturing on and after September 1, 2028 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on September 1, 2027 or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues of the City's combined Waterworks and Sewer System (the "System"), such pledge being limited to an amount of \$1,000 and being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the Prior Lien Obligations (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforesated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF CELINA, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
OF PUBLIC ACCOUNTS	)	REGISTER NO. _____
THE STATE OF TEXAS	)	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in St. Paul, Minnesota, is the "Designated Payment/Transfer Office" for this Certificate.

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2017

Certificate Date: August 1, 2017

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on September 1 in each of the years and in principal installments in accordance with the following schedule:

YEAR OF MATURITY	PRINCIPAL INSTALLMENTS	INTEREST RATE
---------------------	---------------------------	------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing March 1, 2018, until maturity or prior redemption. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by U.S. Bank National Association, Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which

is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term “Additional Obligations” shall mean tax and revenue obligations hereafter issued which by their terms are payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term “Certificates” shall mean the \$_____ “CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017” authorized by this Ordinance.

(c) The term “Certificate Fund” shall mean the special fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term “Collection Date” shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term “Fiscal Year” shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) The term “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term “Gross Revenues” shall mean, with respect to the System and for any defined period, all income and revenues derived from the operation and ownership of the System, excluding, however, meter deposits, gifts, grants in aid of construction and similar kinds of receipts and moneys restricted as to use or expenditure.

(h) The term “Net Revenues” shall mean, with respect to the System and for any defined period, the Gross Revenues of the System after deducting the System’s Operating and Maintenance Expenses.

(i) The term “Operating and Maintenance Expenses” shall mean, for any defined period, all current expenses and costs of operating and maintaining the System, including all salaries, labor, materials and repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any Certificates or obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining “Net Revenues”. Depreciation and payments into and out of the funds maintained for the payment of the Prior Lien Obligations and similar funds maintained for the payment of obligations payable from and secured by a lien on and pledge of the Net Revenues shall never be considered as Operating and Maintenance Expenses.

(j) The term “Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term “Prior Lien Obligations” shall mean (A) all revenue bonds or other obligations hereafter issued, payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, and (B) obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates, including, but not limited to, the outstanding

(1) “City of Celina, Texas, Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2004”, dated October 1, 2004; and

(2) “City of Celina, Texas, Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2007”, dated September 1, 2007.

(l) The term “System” shall mean all plants, properties and facilities owned, operated and maintained by the City for the supply, storage and distribution of treated water and the collection, treatment and disposal of water-carried wastes, together with all future improvements, extensions, enlargements and additions thereto and replacements thereof.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and

is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2017 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such fund shall be kept and maintained in a special banking account at the City's depository bank. The Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Director of Finance and City Secretary, individually or collectively, of the City are hereby authorized and directed to make withdrawals from said fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates (or a sinking fund of 2% if greater than the amount due and payable on the Certificates) between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

Any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 13: Limited Pledge of Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount equal to \$1,000 are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System (until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease) in accordance with the terms and provisions hereof. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of the Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of the Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues thereof.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment, equally and ratably, of the amounts pledged to the payment of the Certificates and Additional Obligations, if any.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Prior Lien Obligations and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations and Additional Parity Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under

law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date

therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 36 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148 1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148 1(c) of the Regulations, of the Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Rebate Amount” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain

such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Underwriters and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, the general fund, or other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Director of Finance and City Secretary, individually or collectively, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 24: Sale of Certificates – Official Statement Approval. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the "Underwriters") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Certificates to said Purchaser at the price of par plus a cash premium of \$_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Certificates to the Underwriters shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered as provided in the winning bid.

The use of the Preliminary Official Statement by the Underwriters in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Director of Finance and City Secretary, any one or more of said officials), shall be and is hereby in all respects approved and the Underwriters are hereby authorized to use and distribute said final Official Statement, dated August 8, 2017, in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized to deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Underwriters, and such final Official Statement in the form and content authorized to be delivered by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters.

SECTION 25: Proceeds of Sale. The proceeds of sale of the Certificates, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a depository bank of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., as amended, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 26: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Underwriters.

SECTION 27: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation

any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 29: Bond Counsel's Opinion. The Underwriters' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the City, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

SECTION 30: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 31: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 32: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 33: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 34: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 35: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 36: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2017, financial information and operating data with respect to the City of the general type of information contained in 1 through 6, 8 through 14, 19 and 20 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2017, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Director of Finance and City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

PASSED AND ADOPTED, this August 8, 2017.

CITY OF CELINA, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

Attachment: 2018 Series CO Issuance Ordinance DRAFT (Certificates of Obligation)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

Attachment: 2018 Series CO Issuance Ordinance DRAFT (Certificates of Obligation)

RESOLUTION NO. 2018-__R

A RESOLUTION approving and authorizing publication of notice of intention to issue certificates of obligation.

WHEREAS, the City Council (the "Council") of the City of Celina, Texas (the "City"), has determined that certificates of obligation (the "Certificates") should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit:

(i) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (ii) acquiring land for a future City Hall site, (iii) constructing, equipping and improving City Hall and additional municipal buildings, and the acquisition of land therefor (iv) constructing and improving parking facilities for municipal facilities, including the acquisition of sites therefor, (v) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vi) constructing, equipping and improving fire-fighting facilities and (vii) professional services rendered in connection with such projects and the financing thereof (together, the "Project"); and

WHEREAS, prior to the issuance of such certificates, the Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the certificates are to be issued and (iv) the manner in which the Council proposes to pay the certificates; now, therefore,

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

SECTION 1: The City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in a principal amount not to exceed the amount set forth in **Exhibit A** attached hereto for the purpose of paying contractual obligations to be incurred for (i) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (ii) acquiring land for a future City Hall site, (iii) constructing, equipping and improving City Hall and additional municipal buildings, and the acquisition of land therefor (iv) constructing and improving parking facilities for municipal facilities, including the acquisition of sites therefor, (v) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vi) constructing, equipping and improving fire-fighting facilities and (vii) professional services rendered in connection with such projects and the financing thereof, and such certificates shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: The City Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page intentionally left blank]

Attachment: Notice of intent resolution (Certificates of Obligation)

PASSED AND ADOPTED, this May 8, 2018.

CITY OF CELINA, TEXAS

ATTEST:

Mayor

City Secretary

(City Seal)

Attachment: Notice of intent resolution (Certificates of Obligation)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF
CELINA, TEXAS, CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Celina, Texas, shall convene at 5:00 p.m. on August 14, 2018, in the City Council Chambers located at 112 N. Colorado Street, Celina, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation, in one or more series, in a principal amount not to exceed \$55,000,000 for the purpose of paying contractual obligations to be incurred for (i) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (ii) acquiring land for a future City Hall site, (iii) constructing, equipping and improving City Hall and additional municipal buildings, and the acquisition of land therefor (iv) constructing and improving parking facilities for municipal facilities, including the acquisition of sites therefor, (v) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vi) constructing, equipping and improving fire-fighting facilities and (vii) professional services rendered in connection with such projects and the financing thereof, and such certificates shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

Vicki Faulkner, City Secretary
City of Celina, Texas

Attachment: Notice of intent resolution (Certificates of Obligation)