



**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, APRIL 9, 2019
5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Texas Best Practices Recognition Award. (Griggs)
- B. Celina Main Street Program's 2019 National Accreditation. (Barton)

IV. 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.

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Introduction of new employees. (McAfee) (DeBuff) (Griggs)
- B. Discussion regarding proposed revisions to the City's Master Fee Chart . (McAfee)
- C. Discussion regarding any and/or all agenda items.
- D. Staff Reports attached

VI. EXECUTIVE SESSION:

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

- A. Settlement Agreement with Kodiak Construction

- B. Construction Manager at Risk contracts for Fire Stations #2 and #3.

Reconvene Into Open Session

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

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

A. Minutes Approval:

- 1. City Council - Regular Meeting - Mar 19, 2019 5:00 PM

- B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create the Glen Crossing West Public Improvement District and calling for a public hearing. (DeBuff)
- C. Consider and act upon appointing Bryan Poche and Tom Parsons as alternates on the Historic Preservation Commission. (Barton)
- D. Consider and act upon a resolution of the City Council of the City of Celina approving the application for grant funds for the Celina Smart Irrigation Project from the Bureau of Reclamation Watersmart: Small-Scale Water Efficiency Projects Grant Program for Fiscal Year 2019. (Brawner)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Comprehensive Plan, Ordinance 2013-06; to amend the City's Future Land Use Plan documents and exhibits. (FLUP) (McAfee)
- B. The City Council will conduct the first of two public hearings on the City initiated annexation of an approximately 81.3 acre tract of land, generally located on the Dallas North Tollway, in between Light Farms Way and County Road 51. (NTTA ROW Annexation) (Mohan)
- C. 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 of an approximately 10 acre tract of land from AG, Agricultural zoning district, to PD, Planned Development zoning district with an I-1, Light Industrial base zoning, generally located approximately 1,200 feet north of the intersection of future Coit Road and CR 84. (Coit Business Park) (McAfee)

- D. The City of Celina will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas accepting and approving a final Wells North Public Improvement District Service and Assessment Plan – updated for Neighborhood Improvement Area #2, including an assessment roll for Neighborhood Improvement Area #2; making a finding of special benefit to property within Neighborhood Improvement Area #2; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the Neighborhood Improvement Area #2 special assessments in accordance with Chapter 372, Texas Local Government Code, as amended. (Bluewood Public Hearing & SAP update) (DeBuff)

IX. ACTION ITEM:

- A. Consider and act upon a letter of recommendation to approve the installation of an X-band weather radar by CASA Engineering Center at the County Road 106 Public Works facility. (Cromwell)

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, 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: April 9, 2019
Re: 2019 National Accreditation of the Celina Main Street Program Recognition

Action Requested:

Celina Main Street Program's 2019 National Accreditation. (Barton)

Background Information:

The Celina Main Street Program has received 2019 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 annual reporting process recognizes the hard work of local programs, and we commend the dedication of city leaders, program staff, local volunteers, and partners who make it possible," said Debra Drescher, TMSP state coordinator. The announcement was made during the Main Street Now conference in Seattle, Washington, March 25-27.

Celina has been in the Texas Main Street Program since 1997 and has received national accreditation 15 times since 1999. This is the second year in a row 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



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: April 9, 2019
Re:

Action Requested:

Discussion regarding proposed revisions to the City's Master Fee Chart . (McAfee)

Supporting Documents:

- Staff Presentation
- Proposed Fee Chart

Staff Recommendation:

N/A

Master Fee Chart

Proposed Revisions

City Council

April 09, 2019



Background

- The Master Fee Chart serves many departments, including Public Safety, Library, Parks, Utility Billing, Animals, Development Services, and others
- Best practice advises to routinely or even annually update the Master Fee Chart
- Most of the proposed revisions are in association with Development Services
- All proposed changes are within regional standard

Development Fees

- Fees are intended to assist in recovering the cost of providing services
- So residents do not subsidize costs rightfully belonging to the development community
- Services include (broadly):
 - Ø Processing of permits
 - Ø Plan Review
 - Ø Inspections

Justification

- Remove duplicate and/or abandoned fees
- Monitor for improved cost recovery opportunities
- Better match regional standard
- Codify new fees created by ordinances during the year (if applicable)
- Reflect changes in the market or State law
- Clarify internal policies
- General clean-up purposes

Proposed Fee Changes

- Commercial fees based on valuation instead of square footage
- Residential fees tied to ICC valuation (2018 change)
- Listing fees for several permits historically charged, yet listed in chart as “miscellaneous”
- Clarifying policies on refunds, work without a permit fees, and after-hour inspections

Next Steps

- City Council: 4-09-19 (work session)
- City Council: 5-14-19 (adoption)
- New fee chart would be implemented in conjunction with the 2018 Model Codes
- Discussion & Feedback

CITY OF CELINA MASTER FEE CHART

UPDATED MARCH 2019

Attachment: Proposed Fee Chart (Fee Chart Worksession)





MASTER FEE CHART

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MASTER FEE CHART

Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	All requests to have your fingerprints taken require a \$25.00 dollar fee.
Garage sale permit	\$10 per event held
Animal control related fee	Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Copies of booklets	
The city, from time to time, has produced for its use booklets related to city policy or financial statements. These are produced by personnel other than city personnel.	
Financial statements or year-end audits	\$10
Code of Ordinances	\$100
Comprehensive plan with maps	\$200
Senior Center	
Deposit	\$100
Rental Fee	\$50 per day
Special Events	
Special event permits	\$50
Special events, tents	\$150 per event

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Library Fees

Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.

Overdue books, audio books, music CDs and magazines	\$0.25 per day
Overdue DVDs	\$1.00 per day
Maximum Fine	Replacement cost of the item documented in the library database record
Replacement library card	\$1.00
Damaged audio/visual cases	\$3.00
Lost or damaged material	Replacement cost of the item documented in the library database record.
Copies and printing	\$0.10 per page
Fax (sending and receiving)	\$1.00 for first page and \$0.50 for each additional page

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Parks and Recreation

Practice/Tournament

	Practice (2 hours)		Tournament*	Camp/Clinic/Etc
	Resident	Nonresident		
Baseball/softball (per field)	\$40.00	\$50.00	\$350.00 (per day)	\$5.00 per participant, as applicable
Soccer/football (per field)	\$20.00	\$30.00	\$200.00 (per day)	
Tennis court (per court)	\$10.00	\$20.00	\$40.00 (per day)	

* Tournament fee includes 1 field setup, typically for the start of the event

Additional Facility Costs

Lighting (per field)	\$40 per hour
Game preparation (baseball/softball)	\$30 per field, per setup
Game preparation (multiuse fields):	Costs contingent upon dimensions and markings required.
Parks and recreation staff (per employee)	\$40 (hourly)

- After 11:00 p.m., it is mandatory to have one parks representative on site.
- At the discretion of the director, more than one parks representative may be required.
- Repair of damaged facilities to be paid for at actual cost of labor and materials.
- Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract.

Pavilion (per four (4) hours)

Less than 50 attendees	Less than 50 attendees
51-100 attendees	51-100 attendees
More than 100 attendees	More than 100 attendees

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

DEVELOPMENT SERVICES COMPREHENSIVE FEE SCHEDULE

Last Updated May 2019

New 1 & 2 Family Dwellings	
Application	\$50
Plan Review	\$300
Revised plan review	\$175
Building Permit Fee	Current ICC Square Foot Construction Costs Table Fee For Construction Type Times Multiplier (0.0075) Times Square Footage Times 1.00%
Certificate of Occupancy	\$65
Building Fee	\$75 per (plumbing, electrical, mechanical)
T-Pole	\$50
Irrigation	\$185
Fence	\$75
Park Fee	\$1500 if / when applicable
Building Activity Fee	\$500 if / when applicable
Technology Fee	\$500 if / when applicable
Outdoor Warning Device	if / when applicable
Impact Fees (water, sewer, roadway)	See impact fee chart: varies per subdivision

Residential remodel / addition/ accessory or dwelling structure	
Application	\$50
Plan Review	\$100
Revised plan review	\$100
Building Permit Fee	\$6.00 per \$1000. in value (\$75.00 minimum)
Building Fee	\$75 per (plumbing, electrical, mechanical)

Residential Building Permits - Mechanical, Electrical, Plumbing	
Building Permit Mechanical	\$75
Building Permit Electrical	\$75
Building Permit Plumbing	\$75

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Residential Miscellaneous Permit	
After hours inspection	\$80 per hour / 4 hour minimum
Demolition	\$50 application + \$100 permit
Curb cut / driveway / flatwork	\$50 application + \$100 permit
Fence	\$50 application + \$ 75 permit
Foundation Repair	\$50 application + \$100 permit
House Moving	\$50 application + \$400 permit
Irrigation	\$50 application + \$175 permit
Irrigation Repair	\$75
Manufactured Home	\$50 application + \$100 permit + trades (\$75. ea)
Patio Cover / Deck / Outdoor Kitchen Garage / Shade Structure	\$50 application + \$75 review + trades (\$75.ea) + \$6.00 per \$1000. in value (\$75.00 minimum)
Pool / Spa	\$50 application + \$75 review + trades (\$75.ea) + \$6.00 per \$1000. in value (\$75.00 minimum)
Refund policy	80% permit fee when no work has been done
Re-inspection Fee	\$75
Retaining Wall	\$50 application + \$100 permit
Roof / Roof repair	\$50 application + \$100 permit
Simple Grading - single lot	\$50 application + \$ 75 permit
T-Pole	\$50
Unauthorized Cover-up Fee	\$100
Water well drilling	\$50 application + \$100 permit
Work without permit Fee	Double permit fee

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

New Commercial & Multi-Family Dwellings	
Application	\$150
Plan Review	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review.
Fourth Plan Review Fee	\$1000
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	\$500
Building Permit Fee	Current ICC square foot construction costs table fee for appropriate construction type - (gross area X square foot construction cost X permit fee multiplier (.0075) = permit fee
Building Fee - Mechanical / Electrical / Plumbing	Square footage of bldg. floor area: separate fee in addition to: a. 1 - 3,000 square feet: \$75 b. 3,001 - 10,000 square feet: \$125. c. 10,000 - 100,000 square feet: \$150. d. over 100,000 square feet: \$175
Building Activity Fee	\$500 (per wastewater connection)
Park Fee	\$1500
Certificate of Occupancy	\$100
Impact Fees (water, sewer, roadway)	See impact fee chart

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Finish-out & Miscellaneous Commercial / Multi-Family Permit Fees	
Application	\$150
Plan Review	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Revised Plan Check Fee	50% of original plan review fee
Revised plan review	\$175
Building Permit Fee	Valuation data shall be based on submitted declared value
\$1 to \$500	\$25
\$500.01 - \$2,000	\$25 for first \$500 plus \$3.30 each additional \$100
\$2,001 - \$25,000	\$75 for first \$2000 plus \$6.95 each additional \$1000.
\$25,000 - \$50,000	\$235 for first \$25,000 plus \$5.50 for each additional \$1000
\$50,001 - \$100,000	\$375 for first \$50,000 plus \$3.50 for each additional \$100,000
\$100,001 - \$500,000	\$550 for first \$100,000 plus \$2.75 for ea. additional \$500,000
\$500,001 - \$1,000,000	\$1,650 for first \$500,000 plus \$2.40 for ea. additional \$1mil
\$1,000,001 - \$	\$2,850 for first \$1 mil. Plus \$1.80 for ea. additional \$1000
Minor Plan Revisions	\$500
Building Fee - (M,E,P)	\$5.00 per \$1000 in value. \$75 minimum
Demolition	\$150 application + \$100 permit
Clean & show / meter release	\$75
Commercial Pool	\$150 application + fee based on permit valuation above*
Curb cut / driveway / flatwork	\$150 application + \$100 permit
Retaining wall / Screen wall / Fence	\$150 application + fee based on permit valuation above*
T-Pole	\$50

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Finish-out & Miscellaneous Commercial / Multi-Family Permit Fees (cont.)

Unauthorized Cover-up Fee	\$100
Refund policy	80% permit fee when no work has been done
Re-inspection Fee	\$75 per inspection
Work without permit Fee	Double permit fee
After hours inspection	\$80 per hour / 4 hour minimum

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Site Development Fees (CIVIL Permit)	
Application	\$150
Plan Review - Private	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Plan Review - Public	0 - 100 lots: \$75 per lot 101 - 200 lots: \$65 per lot 201 - 300 lots: \$55 per lot Greater than 300 lots: \$45 per lot
Fourth (& additional) Plan review fee	\$1000
Revised Plan Check Fee	50% of original plan review fee
Civil Permit Fee - Private	Valuation data shall be based on submitted declared value
\$1 to \$500.	\$25
\$500.01 - \$2,000.	\$25 for first \$500 plus \$3.30 each additional \$100
\$2,001. - \$25,000.	\$75 for first \$2000 plus \$6.95 each additional \$1000.
\$25,001. - \$50,000.	\$235 for first \$25,000 plus \$5.50 for each additional \$1000.
\$50,001. - \$100,000.	\$375 for first \$50,000 plus \$3.50 for each additional \$100,000
\$100,001 - \$500,000.	\$550 for first \$100,000 plus \$2.75 for ea. additional \$500,000
\$500,001. - \$1,000,000.	\$1,650 for first \$500,000 plus \$2.40 for ea. additional \$1mil.
\$1,000,001. - \$	\$2,850 for first \$1 mil. Plus \$1.80 for ea. additional \$1000.
Civil Permit Fee - Public	3% of paving / site utility valuation

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Annual Contractor Registration

Electrical Contractor	no charge - State law
General Contractor	\$100
Irrigator Contractor	\$100
Mechanical Contractor	\$100
Plumbing Contractor	no charge - State law
Sign / Electrical Sign Contractor	\$100
Utility Franchise Constructor	no charge

Engineering Permit Fees

Earthwork / grading permit	\$150 application + 0 - 5 acres: \$ 100 5.1 - 10 acres: \$200 10.01 or more acres \$ 500. + \$10 / acre
Floodplain Permit Fees	\$150 application + 3rd party review fee if applicable + 0 - 3 acres: \$300 3.01 - 20 acres: \$500 Above 20 acres: \$1000
Franchise / Utility companies	No Fee
Non-Franchise	\$150 application + \$75 permit

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Signs / Promotional Event Permits

Promotional Event	\$50 permit + \$50 food if applicable
Wall Sign	\$150 application + \$50 permit + (\$75 electrical)
Monument Sign	\$150 application + \$50 permit + (\$75 electrical)
Banners	\$50 permit (2 week period) - allowed 3 times per year
Human Sign	\$100 per day per person

Planning & Zoning Fees

Site Plan Review	\$500
Minor/ Amending/ Conveyance Plats	\$300
Preliminary / Replat / Final Plats	\$400
Development Agreement	\$2500
Development Agreement with PID	\$5000
Annexations	\$750
PD Application	\$750
Special Use Permit	\$500
Zoning Verification Letter	\$100
Variance (BOA)	\$250
Zoning Signage	\$300

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Health Department Annual Permits	
Food Service Establishment	\$350
Food Service - Limited Purpose/ Private school	\$100
Food Service - Non-profit/ Public school	no charge
Food Truck (hot or cold)	\$250
Grocery Store - major	\$550
Grocery Store - minor	\$250
Late annual Renewal	\$100
Reinspection Fee	\$100
Seasonal Food	\$150
Temp. Food / Event vendor	\$50
Other Annual Permits	
Alcohol	Half of the state fee (TABC Regulated)
Pool (Public or semi-private)	\$200
Solicitor / Vendor	\$10 per day (7 day max)
Rental Permit (multi-family)	\$150 + \$20 per unit

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Fire Department Permit / Inspection Fees

Fire Alarm	1 to 150 devices: \$150 Over 150 devices: \$300 Additional floors (over one): \$50 each Red tag fee for each inspection: \$250
Fire Sprinkler - commercial	1 to 150 devices: \$150 Over 150 devices: \$300 Additional floors (over one): \$50 each Foam system: + \$50 Red tag fee for each inspection: \$250
Fire Sprinkler - single family	\$150 Foam system: + \$50
Fire Pump	\$300
Stand Pipe System	\$150
Underground Fire Main	\$150
Remote FDC	\$150 (each)
Access Control System	\$150 per unit
Gate Access Control	\$150 per gate
Hood System	\$150 per hood
FM 200 System	\$150
Spray Booth	\$150
Fire Lane Modification / Alteration	\$150
LPG or Compressed Gases	\$150
Flammable / Combustible Storage Tanks	\$150 per tank
Fire Lane Traffic Control Device	\$150
Temp. Tent or Canopy structure	\$150
Battery Systems	\$150
Burn Permit	\$100 per area

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Fire Department Permit / Inspection Fees (cont.)

Fireworks	\$250
After Hours Inspection	\$80 per Hour – Minimum of four (4) hours
Any Failed Inspection – Red Tag Fee	\$250
Fire Watch Personnel	\$50 per Hour – Minimum of four (4) hours per each fire watch

Alarm Fees

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



MASTER FEE CHART

Business Related Fees	
Video games and other amusement devices; arcades	<u>Investigation and processing fee:</u> (1) Nonrefundable investigation fee: \$35.00. (2) Each applicant for one, two or three licenses for video games or pool tables not to be in an arcade shall pay a nonrefundable investigation fee of \$35.00.
	<u>Renewal:</u> An investigation fee of \$35.00 shall be charged in connection with a renewal and shall be due on or before January 1st of each year.
Peddlers and solicitors	Each itinerant vendor, merchant or peddler taking orders for sale or offering any item or service within the corporate limits of the city will pay a fee of \$10.00 per day to the city. These fees will be waived on days of city-sanctioned festivals.
Farmer's Market potentially hazardous food vendor fee	\$ 50 minimum for the year
Liquid propane portable container permit (retail)	Display: \$150.00 per display.
	A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection and a permit. If a red tag is issued to the contractor during an inspection, there will be a reinspection fee of up to \$250.00 for each reinspection.
Auto related business regulation fees	Yearly inspection fee for all automotive-related businesses: \$200.00 annually
	Bulk storage fee: \$50.00 annually.
Liquid waste transporter permit fee	Liquid waste transporter permit fee: \$50.00 per vehicle, annually.
	A failed inspection will be subject to a reinspection fee of \$50.00 for subsequent inspections.

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Utility Rates and Charges

Water Deposits			
Residential		\$200 per each living unit	
Business – fewer than 5 employees		\$150	
Business – 5 employees or more		\$200	
Cleaners/Laundromats		\$250	
Grocery Store - minor		\$250	
All two-inch meters		\$250, plus \$100 for each inch over 2"	
Water Rates			
Residential			
Inside City (W1 Residential) – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$23.84	\$24.56	\$25.30
1"	\$40.10	\$41.30	\$42.54
1-1/2"	\$80.21	\$82.61	\$85.09
2"	\$128.33	\$132.18	\$136.14
Inside City (W1 Residential) – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–10,000	\$5.21	\$5.37	\$5.53
10,001–20,000	\$7.89	\$8.13	\$8.37
20,001–30,000	\$9.29	\$9.57	\$9.86
30,001 above	\$13.41	\$13.81	\$14.23

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Outside City (W2 Residential Outside) – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$35.77	\$36.84	\$37.95
1"	\$60.15	\$61.95	\$63.81
1-1/2"	\$120.31	\$123.92	\$127.64
2"	\$192.50	\$198.27	\$204.21
Outside City (W2 Residential Outside) – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–10,000	\$7.82	\$8.05	\$8.29
10,001–20,000	\$11.84	\$12.19	\$12.56
20,001–30,000	\$13.94	\$14.35	\$14.78
30,001 above	\$20.12	\$20.72	\$21.34
Commercial			
Inside City (W3 Commercial) – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$28.64	\$29.50	\$30.39
1"	\$50.13	\$51.63	\$53.18
1-1/2"	\$100.26	\$103.27	\$106.37
2"	\$160.41	\$165.22	\$170.18
3"	\$240.61	\$247.83	\$255.26
4"	\$401.02	\$413.05	\$425.44

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Inside City (W3 Commercial) – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–10,000	\$5.21	\$5.37	\$5.53
10,001–20,000	\$7.89	\$8.13	\$8.37
20,001–30,000	\$9.29	\$9.57	\$9.86
30,001 above	\$13.41	\$13.81	\$14.23
Outside City (W4 Commercial Outside) – Monthly Minimum Payment			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$42.97	\$44.26	\$45.58
1"	\$75.20	\$77.45	\$79.77
1-1/2"	\$150.39	\$154.90	\$159.55
2"	\$240.62	\$247.84	\$255.27
3"	\$360.91	\$371.74	\$382.89
4"	\$601.53	\$619.58	\$638.16
Outside City (W4 Commercial Outside) – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–10,000	\$7.82	\$8.05	\$8.29
10,001–20,000	\$11.84	\$12.19	\$12.56
20,001–30,000	\$13.94	\$14.35	\$14.78
30,001 above	\$20.12	\$20.72	\$21.34

- Temporary water service: Temporary water service may be established at a residential structure for cleaning at the rate of \$15.00 per day.
- Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. A hydrant meter deposit will be collected in the amount of \$1,000.00, returnable upon settlement of the account. Anyone caught obtaining water without permission will be charged with a criminal offense.



MASTER FEE CHART

Wastewater Monthly Rates and Charges			
<i>Residential</i>			
Inside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$23.44	\$25.54	\$27.84
1"	\$42.11	\$45.90	\$50.03
1-1/2"	\$78.59	\$85.66	\$93.37
2"	\$134.72	\$146.85	\$160.07
Inside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–5,000	\$5.84	\$6.37	\$6.94
5,001–Maximum	\$7.23	\$7.88	\$8.59
<i>Maximum Gallons</i>	<i>13,000</i>	<i>12,000</i>	<i>11,000</i>
Outside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$35.15	\$38.32	\$41.76
1"	\$63.16	\$68.84	\$75.04
1-1/2"	\$117.88	\$128.49	\$140.06
2"	\$202.09	\$220.27	\$240.10
Outside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–5,000	\$8.76	\$9.55	\$10.41
5,001–Maximum	\$10.85	\$11.82	\$12.89
<i>Maximum Gallons</i>	<i>13,000</i>	<i>12,000</i>	<i>11,000</i>

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Commercial			
Inside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$28.07	\$30.59	\$33.35
1"	\$52.64	\$57.37	\$62.54
1-1/2"	\$98.24	\$107.08	\$116.72
2"	\$168.41	\$183.56	\$200.08
4"	\$421.01	\$458.90	\$500.20
Inside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001– Above	\$6.37	\$6.94	\$7.56
Outside City – Monthly Minimum Payment			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$42.10	\$45.89	\$50.02
1"	\$78.95	\$86.06	\$93.81
1-1/2"	\$147.36	\$160.63	\$175.08
2"	\$252.61	\$275.34	\$300.12
4"	\$631.52	\$688.36	\$750.31
Outside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001 and Above	\$9.55	\$10.41	\$11.34

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Garbage Collection	
Trash	\$10.59
Recycling	\$3.07
Extra cart	\$5.57
Water and Sewer Service Charges	
Disconnect/Reconnect Fee	\$50 (\$75 if incurred outside of the City's normal business hours.)
Transfer Fee	\$25
Trip Fee	\$15 (\$30 if incurred outside of the City's normal business hours.)
Reread	\$20
Profile History	\$25 plus \$0.10 per page
Temporary disconnect/reconnect	\$25
Meter Test	\$40
Tamper Fee	\$500
Returned Check Fee	\$25
Meter Fees	
$\frac{3}{4}$ "	\$330
1"	\$440
1 $\frac{1}{2}$ "	\$770
2"	\$1080
Fire Hydrant Meter Deposit	\$2050
Meter Change Out (Customer Request)	A meter change-out fee will be indexed according to the age of the meter, with a 10% reduction in the actual cost of replacement, including labor and materials, for each year that the existing meter has been installed.

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Reinspection Fees	
First	\$50
Second	\$75
Third	\$100
Water/Wastewater Connection Fees	
Water	
¾" Tap	\$950
1" Tap	\$1060
1 ½" Tap	\$1260
2" Tap	\$1450
- All taps greater than two inches will be priced at time of installation and shall require a meter vault and shall meet the most current engineering design standards. - Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Sewer	
4" Tap	\$810
- All taps greater than four inches will be priced at time of installation. - Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring, manholes and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Pro-rata charges	
The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.	
Impact fees	
Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.	
Repair fees	
Repair to a city-owned infrastructure will be charged to the party responsible for disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor and repair to streets and easements.	
Review fees for permits	



MASTER FEE CHART

Individual wastewater discharge permit. A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars (\$7,500.00). No permit will be issued until this fee is paid by the applicant.

Municipal Drainage Utility System Fees

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

Impervious Area; Fee Assessed

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

Single-Family Residential

Tier 1 (smallest 20%, 0 – 3,750 sqft IA)	\$4.90
Tier 2 (middle 60%, 3,750–6,400 sq ft IA)	\$7.90
Tier 3 (largest 20%, > 6,400 sq ft IA)	\$13.25

Nonsingle-Family Residential

Monthly Rate per ERU	\$7.75
----------------------	--------

*ERU (Equivalent Residential Unit) = 5,000 square feet impervious area.

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

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

Impervious Exemptions

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



MASTER FEE CHART

Right-of-Way Management Fees

Streets, sidewalks and other public places, right-of-way management:

Permit Application Fee	\$100				
Expedited Application Fee	\$250				
Saturday Inspection Fee; each Saturday	\$200				
Permit expiration fee; each permit for incomplete work on expiration date if not extended	\$30				
Electronic maps submittal fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (minimum fee of 2 hours)	\$80				
Registration per right-of-way user per year	\$50				
Inspection fee	\$1.00/LF or \$150/day of anticipated construction time, whichever is greater				
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)	\$500.00 (1–5 network notes)				
	\$500.00 (1–5 network notes)				
	\$1,000.00 per pole.				
Small cell user fees (this penalty shall not exceed and is capped by statutory limits)	\$250.00 annually for each network node				
	\$20.00 per year for city pole attachment.				
Public Inconvenience Penalty <i>Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.</i>					
Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-10 days	>100 days
Sidewalk	Per sq. foot	\$0.0026	\$0.0052	\$0.0078	\$0.0104
Driveway	Per each	\$39.00	\$78.00	\$117.00	\$156.00

Attachment: Proposed Fee Chart (Fee Chart Worksession)



MASTER FEE CHART

EMS Billing Fees	
BLS Nonemergency	\$855
BLS Emergency	\$855
ALS Nonemergency	\$955
ALS Emergency	\$955
ALS Level 2	\$955
Specialty Care Transport	\$955
Oxygen	\$125
ALS Disposables	\$400
BLS Disposables	\$300
Medications	\$100
Additional Crew Member	\$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	\$200

Attachment: Proposed Fee Chart (Fee Chart Worksession)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: April 9, 2019
Re: Staff reports

Action Requested:
Staff Reports attached

Background Information:
Monthly staff reports.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Development Services Report

Planning & Zoning

Building Safety

Permitting

GIS

Code Enforcement

April 2019

Sales Tax Revenue:
\$177,090.88

**Average New
Home Value:**
\$391,991

Average Square Feet:
3,255

**91
New Homes Permitted**

**4228
Construction Inspections**

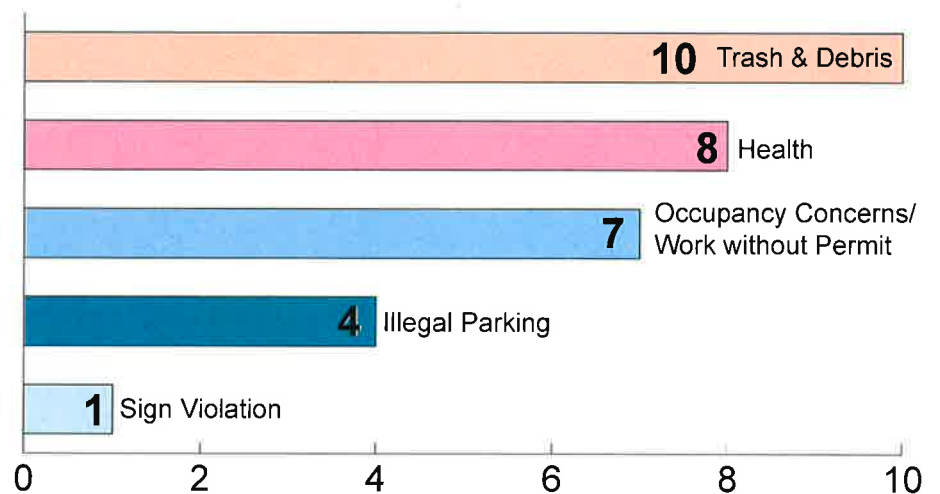
Population: 18,860

As of
February 1, 2019
all board meetings are
going to be held at
Celina ISD
Administration Building
205 S. Colorado St.

Upcoming City Events:

Friday Night Market - 4/5
City Wide Clean up Day - 4/6
Cajun Fest - 4/13
Prescription Drug Take Back Day - 4/20
Super Hero Movie Night - 4/20

Code Enforcement Scoreboard



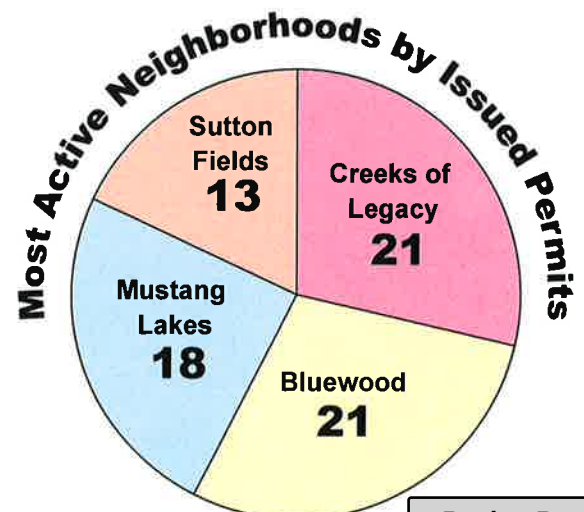
Commercial Projects

Issued Permits: 4

- Sutton Fields 2B Subdivision
- The Columns Amenity Center
- Lifeway Church Office
- Mustang Lakes Tapiture Entry Feature

Certificates of Occupancy: 7

- True Light Chiropractic
- Pacheco Koch
- Mobility Credit Union
- Creeks of Legacy Amenity Center
- Kimley Horn
- Hometown Classics Auto
- The ENT and Allergy Centers of Texas



*All numbers reflect data from the month of March



Department of Public Works
City of Celina, Texas

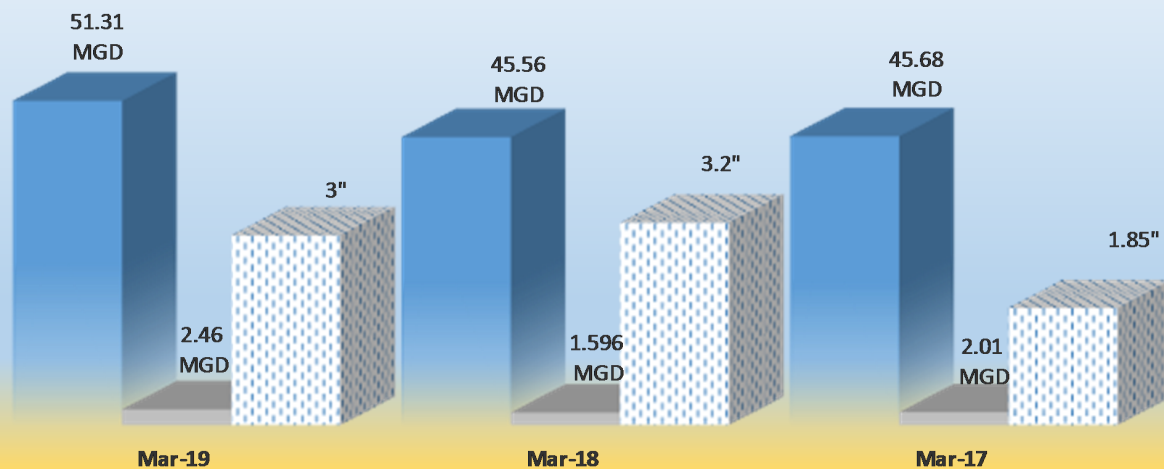
MEMORANDUM

To: Honorable Mayor, Sean Terry and the Celina City Council
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: 04/09/2019
Re: Monthly Report - March 2019

WATER PRODUCTION

March water production increased by 12.62% from 2018

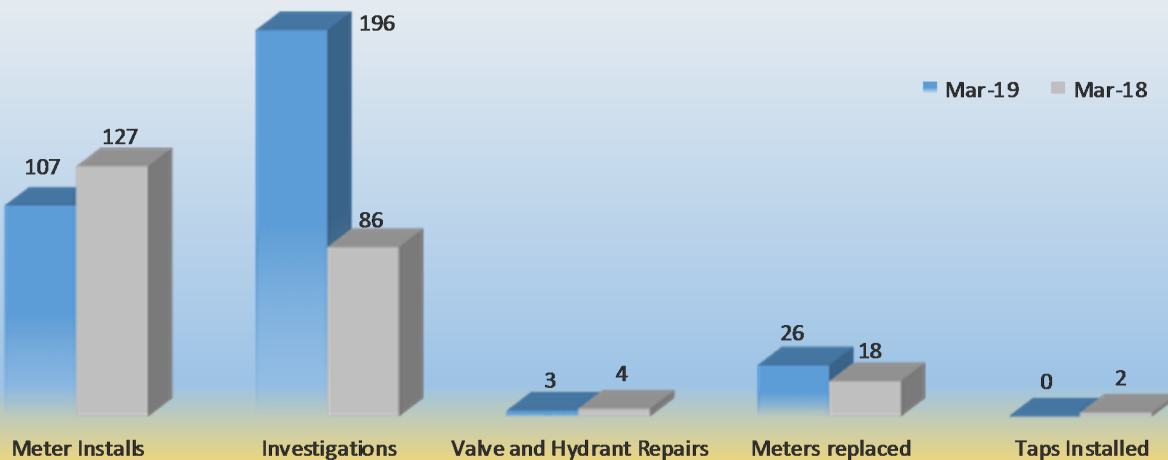
■ Production ■ Peak ■ Total rainfall



WATER OPERATIONS

Water meter installations decreased 15.7% while Investigations increased 127% and Valve and Hydrant repairs decreased 25%.

■ Mar-19 ■ Mar-18

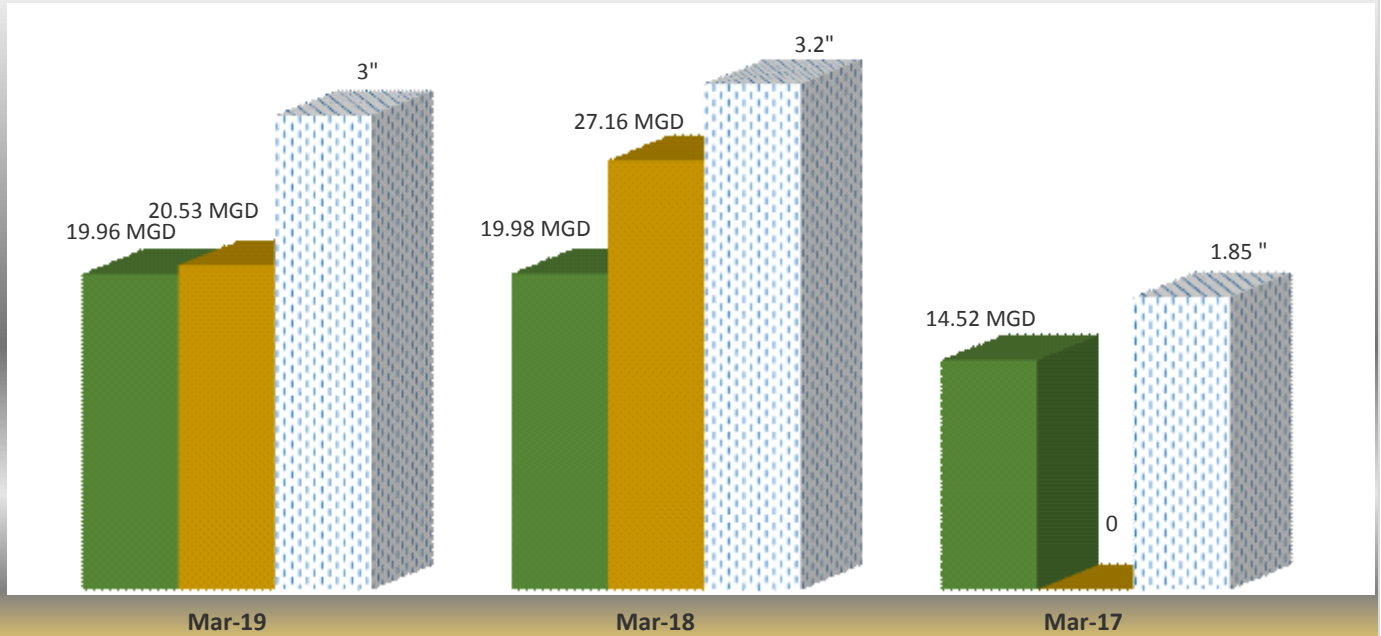


Attachment: Public Works March (Staff Reports)

WASTEWATER TREATED

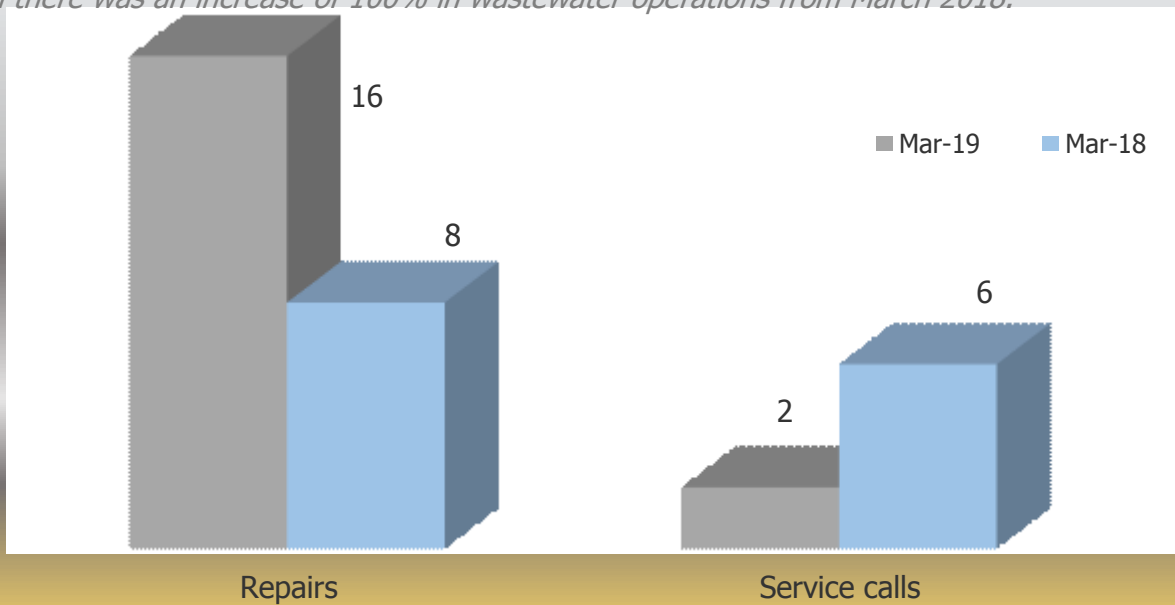
Wastewater treated at the Downtown Wastewater Treatment Plant decreased 1% from March 2018. Wastewater sent to Upper Trinity Regional Water District decreased 24% from 2018

■ DTWWTP ■ UTRWD ■ Rainfall



WASTEWATER OPERATIONS

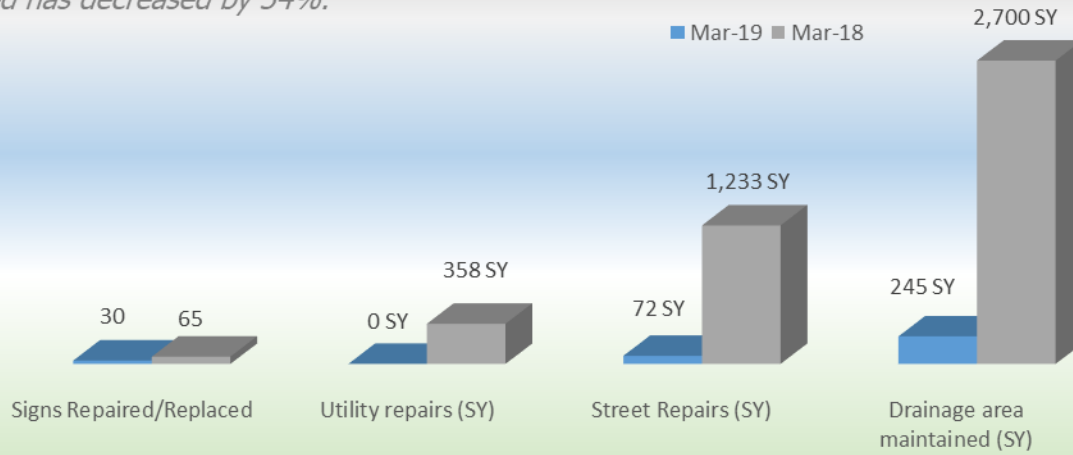
Overall there was an increase of 100% in wastewater operations from March 2018.



Attachment: Public Works March (Staff Reports)

STREET OPERATIONS

Both street and utility repairs have decreased since 2018. Drainage areas maintained has also decreased by 91% compared to March 2018. The number of signs repaired or replaced has decreased by 54%.





Celina Fire Department
City of Celina, Texas

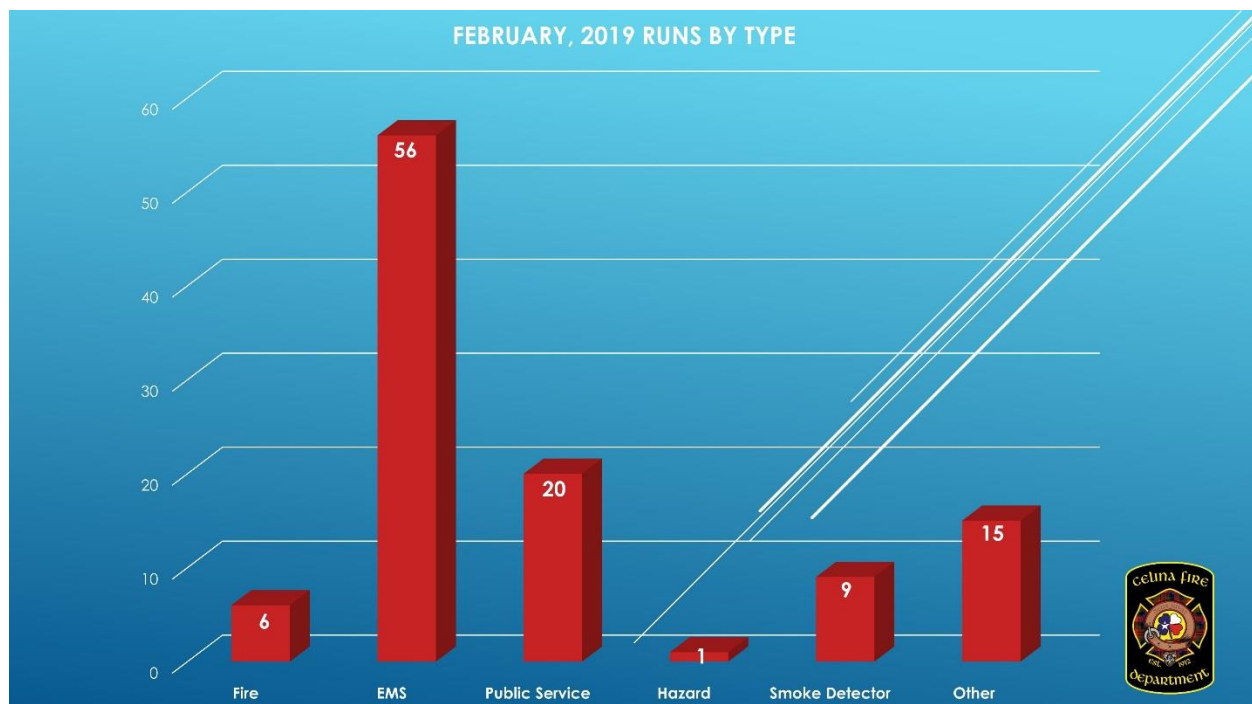
MEMORANDUM

To: Honorable Mayor Sean Terry and the Celina City Council
 From: Mark Metdker, Fire Chief/Fire Marshal
 CC: Jason Laumer, City Manager
 Date: 4/9/2019
 Re: March 2019 Fire Department Activity Report

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

Calls for Service

Celina FD had a busy month with 107 calls for service. 56 calls were EMS related



Attachment: Fire Report (Staff Reports)

Celina FD breakdown of calls by month going back to July



2019 projections forecast an overall increase in calls



Fire Prevention Monthly Report

Month – March 2019

Fire Prevention and Inspections

Fire Marshal Friday

Training over Fire Sprinkler and Fire Alarm System at Keller Williams with the crews and new hires.

Projects for March 2019

Smoke Detector Battery Replacement Program

Weekly DRC Meetings on New Construction Projects

Keller Williams Building (New Construction)

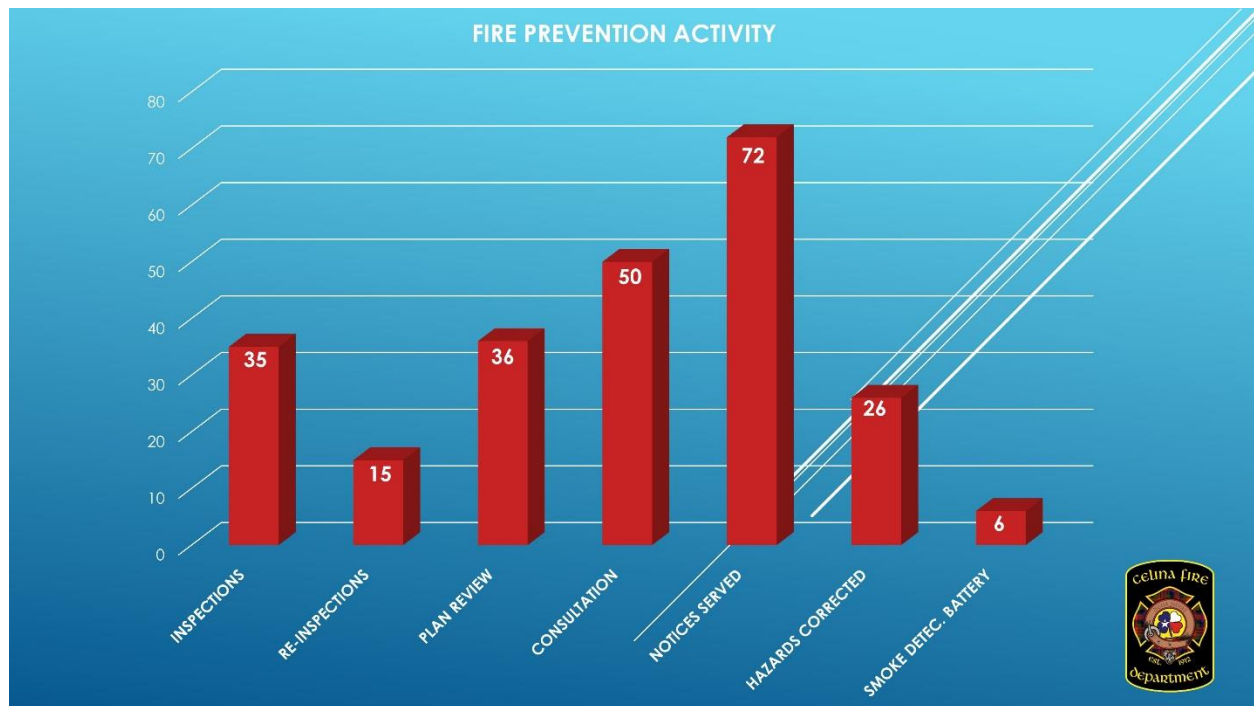
Celina Sports Complex (New Construction)

Kimley Horn Tenant Finish out

Fire Station # 2

Fire Station # 3

Bongos (New Construction)



Attachment: Fire Report (Staff Reports)

Operations/EMS/Emergency Management/Training

Month – March 2019

Updates

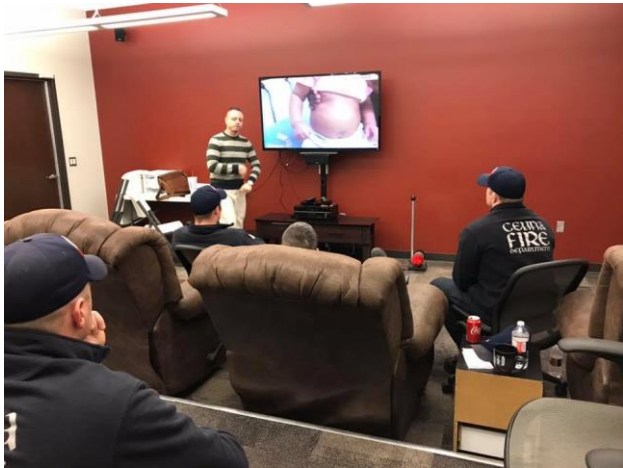
EMS/FIRE

- **North Central Texas Trauma Regional Advisory Council (NCTTRAC)** – Attended a training meeting at the NCTTRAC in Arlington. The subject was the EMS committee meeting. Continued updates on local issues with EMS including inter agency training and collaboration. At this meeting lined up future continuing education opportunities.
- **Baylor Scott and White McKinney Meeting**– Attended EMS/ Hospital partnership meeting discussing Trauma activations and the upcoming infectious disease presentation. Regional meeting of all EMS agencies in the surrounding area.
- **Collin County Fire Chief's Meeting**- Attended the Collin County Fire Chief's Meeting to discuss multi-jurisdictional issues and innovations with other chief officers within the county
- **Smoke Detector Battery Replacement Program**- Continued with the smoke detector battery replacement program to install new smoke detector batteries for all residents.
- **Grass Fire** – Multiple units responded to a grass fire Fritcher Road at CR 10 Pilot Point provided mutual aid.
- **Station 2 and Station 3**- Station 2 is currently under construction and Station 3 is almost complete with the planning and final plans approvals
- **Quint 1** – Quint 1 is almost complete. Quint 1 has been delivered to Denton for final finish out and we should take delivery in April/May.
- **Medical CE** – MCP continued to deliver medical CE's at Station # 1
- **CISM Team**- Celina Fire has started a Critical Incident Stress Management CISM team. This team has received multiple training classes and has been deployed twice in Collin County for severe calls that other FD agencies have experienced. The program is new but has already proven to be successful.

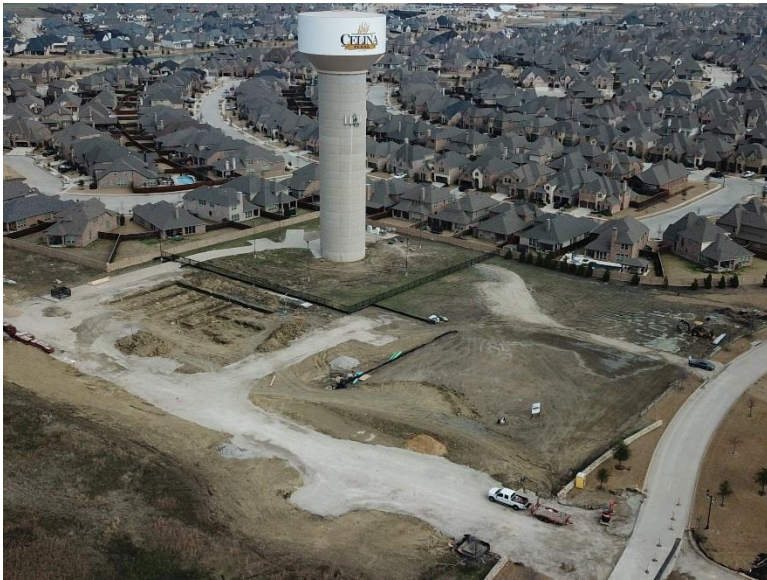


Celina FD CISM Team

Attachment: Fire Report (Staff Reports)



Attachment: Fire Report (Staff Reports)



Attachment: Fire Report (Staff Reports)



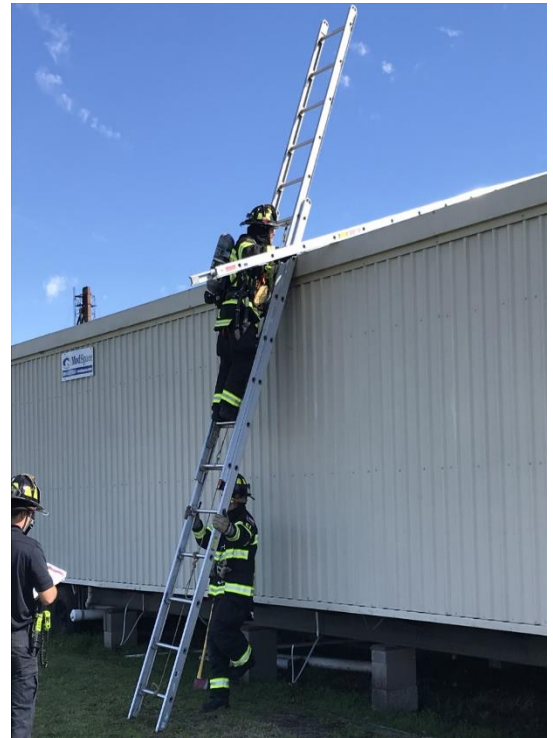
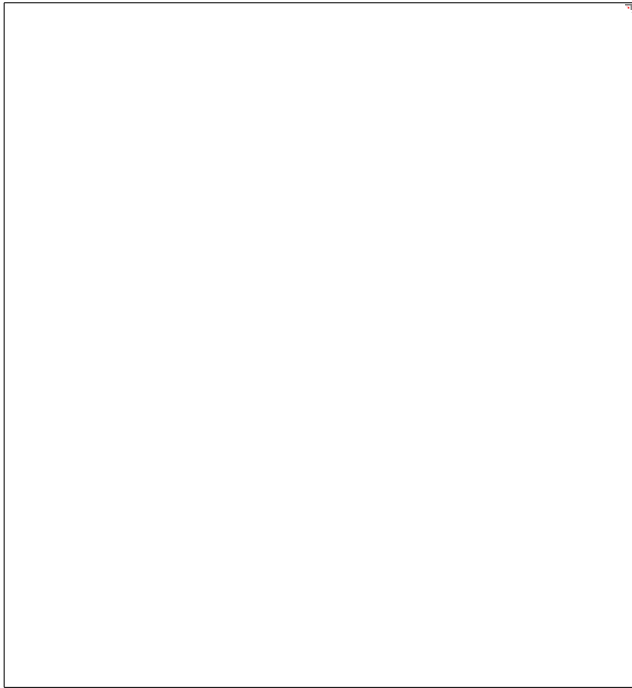
TRAINING

- **Paramedic School** – Seven Firefighter/EMT's are in preparation to attend Paramedic school.
- **Ladder Training-** Shift level ladder training was conducted. Focusing on proper ladder training and safety.
- **Pump Operations Training-** Shift level reading fire pumper operations. All crews discussed flowing multiple lines and overall pump operations
- **Shift Level Training-** All crews participated in shift level training to include all fire ground operations



Attachment: Fire Report (Staff Reports)





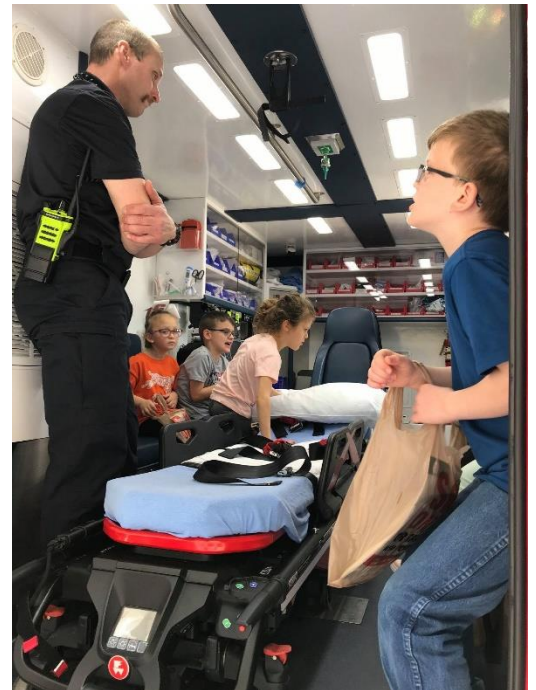
Attachment: Fire Report (Staff Reports)



Attachment: Fire Report (Staff Reports)

Public Relations

- 3/22/19 – Health Fair At O'Dell Elementary
- 3/22/19 – Ribbon Cutting Mobility Credit Union
- 3/22/19 – Ribbon Cutting True Light Chiropractor



Attachment: Fire Report (Staff Reports)





Attachment: Fire Report (Staff Reports)

Emergency Management

- **Revised Emergency Management EOC Activation Plan** – Revised the draft EOC activation procedure. This includes a ramping up phased approach to EOC activation. This will outline the roles and responsibilities of all major departments within the city and allow for mutual aid from other agencies. This procedure is still a work in progress and will continue to be revised
- **Tested Outdoor Weather Notification-** Tested all LAWS and Warning Sirens in the city. Ensured that all outdoor warning systems are working properly. Updated the monthly testing log to document successful tests
- **Emergency Management Coordinator Meeting** – Attended monthly emergency management coordinator meeting at Collin County Sherriff's Office. Involving all Collin County Emergency managers
- **Tier II Chemical Reports-** Submitted all Tier II chemical storage reports for businesses in the City of Celina to Collin County Emergency Management Department
- **UAV Certification-** Ongoing process for the Federal Aviation certification to operate and deploy a drone UAV. This program will allow for recon of major fires or other extended emergency operations. This drone will have thermal imaging capabilities.
- **Emergency Operations/THIRA Planning-** Continued to refine the City of Celina Specific Emergency Operations plan and Threat/Hazard assessment plan. Currently we are working under Collin County blanket plans. This is the first step in receiving government grants for emergency management projects.

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



**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, MARCH 19, 2019
5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Bill Webber	City of Celina	Place 1	Present	
Wayne Nabors	City of Celina	Place 2	Absent	
Andy Hopkins	City of Celina	Place 3	Present	
Carmen Roberts	City of Celina	Board Member	Present	
Mindy Koehne	City of Celina	Board Member	Present	
Chad Anderson	City of Celina	Place 6	Present	
Sean Terry	City of Celina	Mayor	Present	

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

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

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

IV. OPEN FORUM:

No public comment was received.

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Comprehensive Plan Advisory Committee. (McAfee, Nusser)

Abra Nusser with Ideation Planning reviewed the process and timeline for completing the update of the Comprehensive Plan.

B. Fiscal Year 2017/2018 Audit presentation. (Toutouchian)

Auditor Tommy Nelson of Scott, Singleton, Fincher presented a summary of the recently completed Fiscal Year 2018 Financial Audit.

C. Fire Department recognitions. (Metdker)

None given at this time.

Minutes Acceptance: Minutes of Mar 19, 2019 5:00 PM (Minutes Approval)

D. 2942 : Future Land Use Plan. (McAfee)

Director of Development Services Dusty McAfee went over what is involved in bringing the Future Land Use Plan current with the City Council.

E. Arterial Street Lighting. (Brawner)

Director of Engineering Kim Brawner presented street lighting options to the city council.

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

No other items were discussed.

G. Staff Reports attached

VI. EXECUTIVE SESSION:

The City Council adjourned into Executive Session at 5:48 p.m. with City Attorneys Trey Sargent and Julie Fort, and City Manager Jason Laumer.

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 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property related to:

- A. Agreement for extension of 120-day deadline to offer a Utility Service Agreement and memorandum of understanding regarding basic deal points of a development agreement to be negotiated with Dynavest Joint Venture.
- B. Response to a petition for service from Dynavest Joint Venture and the City's offer of a Utility Service Agreement
- C. Resolution supporting proposed legislation related to the creation of the North Celina Municipal Management District #3.
- D. Potential acquisition of real property for park facilities in the area between Preston Road and S. Louisiana Drive.
- E. Potential acquisition of real property for park or other public use near the corner of CR 132 and CR 134.
- F. Appeal of outside city water ratepayers, PUC Docket #49225.
- G. Second Amendment to Old Celina Reimbursement Agreement, TIRZ #5.

Reconvene Into Open Session

The City Council reconvened into Open Session at 6:47 p.m.

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

Items A, B, C & G were acted upon.

A. Councilman Hopkins moved that subject to the changes discussed in executive session, if Dynavest is willing to extend the time to finalize a contract for water and wastewater service, the city manager is authorized

to enter the extension agreement with Dynavest Joint Venture to extend the time, and if necessary join in an application with Dynavest Joint Venture requesting approval of the extension by TCEQ if Dynavest Joint Venture executes this agreement by March 29, 2019, and if so executed, that the basic deal points be used as a general framework for negotiating a development agreement. Councilman Webber seconded. Motion carried. 5-yes;0-no.

B. Councilman Hopkins moved that subject to the changes discussed in executive session, the Utility Service Agreement with Dynavest Joint Venture is approved and should be executed by the Mayor if the extension agreement approved as Item 6A on this agenda is not executed by Dynavest Joint Venture by March 29, 2019. Councilman Webber seconded. Motion carried. 5-yes;0-no.

C. **(2019-18R)** Councilman Hopkins moved that subject to the changes discussed in executive session, the resolution in support of creating a Municipal Management District on the Dynavest Joint Venture property is approved with acknowledgement that Dynavest might alter the MMD name, subject to all conditions listed in the resolution, final approval of exhibit B thereto being approved by the City Manager and that Dynavest execute the extension agreement approved as item 6A on this agenda by March 29, 2019. Councilman Webber seconded. Motion carried. 5-yes;0-no.

G. Councilman Anderson moved to approve (Second Amendment to Old Celina Reimbursement Agreement, TIRZ #5). Councilwoman Koehne seconded. Motion carried. 5-yes;0-no.

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - Feb 12, 2019 5:00 PM

- B. **2019-12R** - Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving amended and restated organizational bylaws of the Celina Economic Development Corporation. (Jackson)
- C. **2019-13R** - 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 North 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 April 9, 2019 to consider an ordinance levying assessments on property located within a portion of Neighborhood Improvement Area #2 of the Wells North Public Improvement District, generally located at the southwestern corner of CR 86 and Choate Parkway. (Bluewood Costs Determining Resolution) (DeBuff)
- D. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and KSA Engineers, Inc. for Engineering and Surveying Services. (Brawner)
- E. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Condie Construction Co., Inc in the amount of \$2,006,055.00 for the construction of 30-inch and 24-inch water lines and reject the bid from Interstate Pipeline Construction, LLC. (Brawner)

- F. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Norris D Texas, LLC for Parks Master Plan. (Berry)
- G. **2019-14R** - Consider and act upon a resolution accepting a petition from the City of Celina for the voluntary annexation of an approximately 81.3 acre tract of land, Collin County, Texas and setting two public hearing dates for April 9, 2019 at 5:00 p.m. and May 14, 2019 at 5:00 p.m. at the CISD Administration Building Board Room located at 205 S. Colorado Street, Celina, Texas. The property is generally located on the Dallas North Tollway, in between Light Farms Way and County Road 51. (NTTA ROW Annexation Resolution) (Mohan)
- H. Consider and act to authorize the use of contingency funds for the SE Sector 5B sewer line project. (Berry)
- I. Consider and act to authorize the City Manager to execute a development agreement by and between the City of Celina and All Storage Celina, LLC for sanitary sewer service easement. (Laumer)

VIII. PUBLIC HEARING/ACTION:

- A. **2019 - 5** - The City Council will conduct the second of two public hearings, consider and act upon 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: being an approximately 4.0 acre tract of land located in the John Ragsdale Survey, Abstract No. 734, 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 on the north side of Light Farms Way approximately 350 feet east of the Dallas North Tollway. (Fire Station No. 2 Annexation) (McAfee)

Mayor Terry opened the hearing at 6:50 p.m. No public comment was received. The hearing was closed at 6:52 p.m.

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

- B. **2019 - 6** - The 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 of an approximately 4 acre tract of land to CF, Community Facilities zoning district, generally located on the north side of Light Farms Way and approximately 350 feet east of the Dallas North Tollway. (Fire Station No. 2 Zoning) (McAfee)

Mayor Terry opened the hearing at 6:52 p.m. No public comment was received. The hearing closed at 6:53 p.m.

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

- C. **2019 - 7** - The Celina City Council will conduct a public hearing to consider testimony, and act upon an ordinance adopting the Trails Master Plan. (Trails Master Plan) (McAfee)

Mayor Terry opened the hearing at 6:53 p.m. Rick Leisner with Norris Design gave a short presentation to City Council on the plan. No public comment was received. The hearing was closed at 7:01 p.m.

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

- D. **2019 - 8** - The Celina City Council will conduct a public hearing and act upon an ordinance of the City Council of the City of Celina, Texas, amending the City's Code of Ordinances, Appendix A: Fee Schedule, Utility Rates. (DeBuff)

Mayor Terry opened the hearing at 7:01 p.m. No public comment was received. The hearing was closed at 7:04 p.m.

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

IX. ACTION ITEM:

- A. Consider and act upon approval of the 2017-2018 Fiscal Year Audit. (Toutouchian)

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

- B. **2019-15R** - Consider and act upon a resolution City Council of the City of Celina Texas, setting forth locations for future Fire Stations and Police Stations. (DeBuff)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Carmen Roberts, Board Member
AYES: Webber, Hopkins, Roberts, Koehne, Anderson
ABSENT: Nabors

- C. **2019-16R** - Consider and act upon an Office of the Governor Criminal Justice Division grant resolution of support. (Griggs)

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

- D. **2019-17R** - Consider and act upon a resolution of the City Council of the City of Celina approving the application for grant funds for the Celina Road ground storage tank from the Bureau of Reclamation Watersmart: Drought Resiliency Project Grant Program for Fiscal Year 2019. (Brawner)

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

- E. **2019 - 9** - Consider and act upon an ordinance amending the City's Code of Ordinances; Chapter 3: Building Regulations; Division 1, Section 3.02.001 Enforcement; and Section 3.02.003 Adoption by Reference of 2018 Model Codes. (McAfee)

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

X. **ADJOURNMENT:**

There being no further comment Mayor Terry adjourned the meeting at 7:12 p.m.

 Sean Terry, Mayor

 Secretary

 Date Minutes Approved

Minutes Acceptance: Minutes of Mar 19, 2019 5:00 PM (Minutes Approval)



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: April 9, 2019
 Re: Resolution accepting Glen Crossing West PID petition

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create the Glen Crossing West Public Improvement District and calling for a public hearing. (DeBuff)

Background Information:

This item accepts a petition to create the Glen Crossing West Public Improvement District (PID), and calls for a public hearing.

Chapter 372 of the Texas Local Government Code states that a Petition to create a PID is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, *and* either of the following:

- more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or
- more than fifty percent (50%) of all record owners of property liable for assessment.

Board Review/Citizen Input:

This resolution calls for a public hearing on May 14th, 2019 at the next regularly scheduled City Council meeting.

Alternatives:

N/A

Financial Considerations:

This item does not affect the City's budget. However, estimated costs for authorized improvements funded by the potential PID are \$1,035,663.

Legal Review:

The City Attorney has reviewed this resolution.

Supporting Documents:

- Proposed Resolution

- Glen Crossing West Development Agreement
- Glen Crossing West Special Warranty Deed
- Glen Crossing West SAP/Cost Summary

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
RESOLUTION NO. __**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA,
TEXAS, ACCEPTING A PETITION TO CREATE THE GLEN CROSSING
WEST PUBLIC IMPROVEMENT DISTRICT AND CALLING FOR A
PUBLIC HEARING.**

WHEREAS, Chapter 372 of the Texas Local Government Code (the “**Act**”) authorizes the creation of public improvement districts; and

WHEREAS, on March 21, 2019, the owners of real property delivered to the City of Celina, Texas (the “**City**”) a petition (the “**Petition**”, which is attached as **Exhibit A** and incorporated herein for all purposes) meeting the requirements of the Act and indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the District have executed the Petition requesting that the City Council create the Glen Crossing West Public Improvement District (the “**District**”); and

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

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

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

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

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

Section 3. The City Council calls a public hearing to be scheduled at or after 5:00 p.m. on May 14, 2019 to be held at 205 S. Colorado Street, Celina, Texas on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

Section 4. The City Council hereby authorizes and directs the City Secretary, on or before April 27, 2019, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and, (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

[Remainder of page left blank intentionally.]

PASSED AND APPROVED THIS THE 9TH DAY OF APRIL, 2019.

CITY OF CELINA, TEXAS

SEAN TERRY, MAYOR

ATTEST:

VICKI FAULKNER, CITY SECRETARY

EXHIBIT A

PETITION FOR CREATION

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS, FOR THE GLEN CROSSING WEST DEVELOPMENT

This petition (the "Petition") is submitted and filed with the City Secretary of the City of Celina, Texas (the "City"), by W/J CR 55, L.P., a Texas limited partnership (the "Owner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the City create a public improvement district (the "District") to include property owned by the Owner and located within the corporate limits of the City (the "Property"), more particularly described in Exhibit A and depicted in Exhibit B. In support of this Petition, the Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (i) water and wastewater system improvements, drainage improvements, roadway improvements, right-of-way acquisition, park and open space improvements, and other improvement projects; (ii) payment of expenses incurred in the establishment, administration and operation of the District; and, (iii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements is \$1,035,663.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy an assessment on each residential lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Section 5. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

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

Section 7. Owner Requests Establishment of the District. The person signing this Petition requests the establishment of the District.

Section 8. Advisory Board. The Owner proposes that the District be established and managed without the creation of an advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 20 day of March, 2019.

W/J CR 55, L.P.,
a Texas limited partnership

By: W/J Celina GP LLC,
a Texas limited liability company,
its General Partner

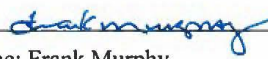
By: 
Name: Frank Murphy
Title: Senior Vice President

Exhibit A**Metes and Bounds Description of the Property**
(approximately 29.306 acres)

Legal description of the land

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE TRACTS OF LAND DESCRIBED IN DEED TO CELINA 52 EAST, LP RECORDED IN INSTRUMENT NUMBER 20180131000124510 AND INSTRUMENT NUMBER 20180131000124590 OF THE COUNTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT NUMBER 20180131000124590,

THENCE N 89° 41' 23" E, 353.39 FEET TO A 1/2 INCH IRON ROD FOUND,

THENCE S 89° 45' 48" E, 357.44 FEET TO THE CENTERLINE OF A CREEK FOR THE POINT OF BEGINNING,

THENCE WITH SAID CREEK THE FOLLOWING BEARINGS AND DISTANCES

N 06° 28' 44" E, 119.62 FEET,
N 01° 07' 33" W, 111.87 FEET,
N 10° 09' 35" W, 88.74 FEET,
N 02° 01' 22" W, 150.65 FEET,
N 11° 37' 21" W, 71.30 FEET,
N 03° 31' 47" E, 107.43 FEET,
N 03° 43' 17" E, 101.49 FEET,
N 07° 40' 26" E, 122.42 FEET,
N 01° 27' 35" W, 244.55 FEET,
N 11° 58' 04" E, 145.67 FEET,
N 07° 49' 54" W, 35.13 FEET,
N 02° 58' 33" E, 78.26 FEET,
N 28° 15' 03" E, 37.04 FEET,
N 08° 09' 12" E, 54.54 FEET,
N 00° 16' 06" E, 217.56 FEET,
N 10° 40' 38" W, 62.47 FEET TO THE NORTH LINE OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610,

THENCE N 89° 57' 10" W, DEPARTING SAID CREEK AT 18.52 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 693.52 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610,

THENCE S 00° 45' 37" E, 1018.06 FEET TO A 1/2 INCH IRON ROD FOUND,

THENCE S 00° 30' 37" E, 73.00 FEET TO A 1/2 INCH IRON ROD FOUND,

THENCE S 00° 47' 37" E, 500.20 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 15° 49' W, 0.3 FEET,

THENCE S 00° 05' 23" W, 142.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT 20180131000124590,

THENCE N 89° 46' 37" W, 216.40 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS N 65° 09' W, 0.3 FEET,

THENCE N 89° 09' 23" W, 96.60 FEET TO A 5/8 INCH IRON ROD FOUND WITH CAP STAMPED "PELTON",

THENCE N 89° 41' 23" W, 300.00 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 30° 58' W, 0.4 FEET,

THENCE N 89° 45' 48" W, AT 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 144.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,276,560 SQUARE FEET OR 29.306 ACRES OF LAND, MORE OR LESS.

Exhibit B
Depiction of the Property

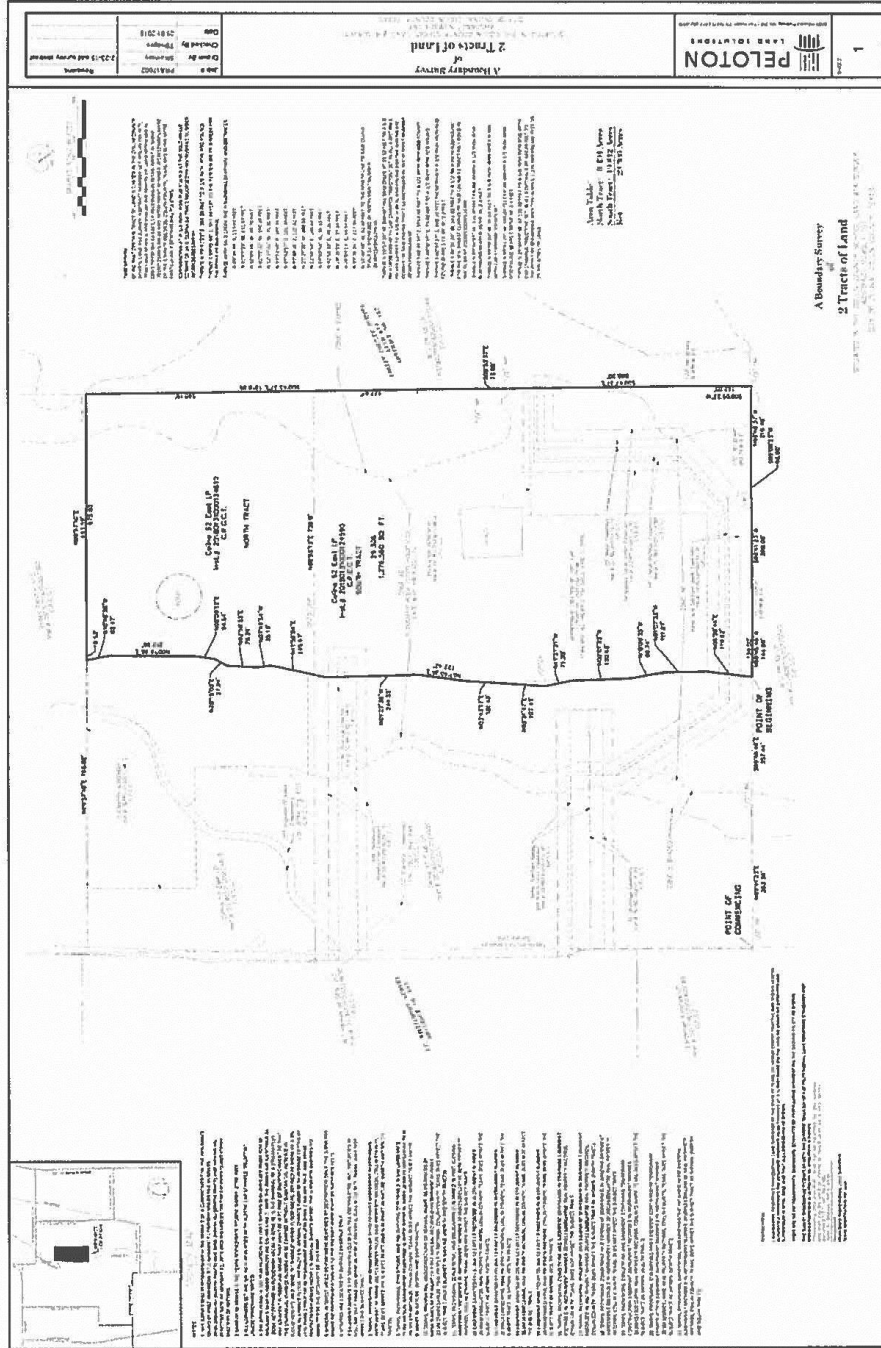


Exhibit B to the Glen Crossing West PID Petition – Page 1

2261 01477369.2

EXHIBIT B

CITY OF CELINA, TEXAS

NOTICE OF PUBLIC HEARING REGARDING

THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Celina, Texas (“Celina”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by W/J CR 55, L.P., a Texas limited partnership (the “Owner”), requesting that Celina create the Glen Crossing West Public Improvement District (the “District”) to include property owned by the Owner.

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m. on May 14, 2019 at 205 S. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the “Act”), that are necessary for the development of the property within the District, which public improvements may include, but not be limited to: (i) water and wastewater system improvements, drainage improvements, roadway improvements, right-of-way acquisition, park and open space improvements, and other improvement projects; (ii) payment of expenses incurred in the establishment, administration and operation of the District; and, (iii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, including eligible costs related to the establishment, administration and operation of the District and expenses associated with financing Authorized Improvements is \$1,035,663.

Proposed District Boundaries. The District is proposed to include approximately 29.306 acres of land generally located in the area encompassed directly south of CR 55, north of CR 53, east of Private Road 5281, west of Glen Crossing Drive, directly adjacent to the east side of Doe Branch creek and, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection during regular business hours.

Proposed Method of Assessment. Celina shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and Celina. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District property and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to it as developer of the District.

GLEN CROSSING PHASE 2	PID COSTS			NON-PID COSTS			Total Cost
	On-Site	OffSite or Master	Total	On-Site & Fees	TIRZ	Total	
Lot Grading	\$ -	\$ -	\$ -	\$ 135,999	\$ -	\$ 135,999	\$ 135,999
Gas	\$ -	\$ -	\$ -	\$ 45,600	\$ -	\$ 45,600	\$ 45,600
Roadway Improvemnts & Geotech	\$ 349,919	\$ -	\$ 349,919	\$ -	\$ -	\$ -	\$ 349,919
Water Distribution System Improvements	\$ 51,325	\$ -	\$ 51,325	\$ 57,478	\$ -	\$ 57,478	\$ 108,803
Sanitary Sewer Improvements	\$ 92,621	\$ -	\$ 92,621	\$ 31,977	\$ -	\$ 31,977	\$ 124,598
Storm Drainage Improvements	\$ 270,562	\$ -	\$ 270,562	\$ -	\$ -	\$ -	\$ 270,562
Storm Drainage - Erosion Control	\$ 9,685	\$ -	\$ 9,685	\$ -	\$ -	\$ -	\$ 9,685
Master Trail System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks & Open Space Improvements	\$ 35,000	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ 35,000
SUBTOTAL	\$ 809,112	\$ -	\$ 809,112	\$ 271,054	\$ -	\$ 271,054	\$ 1,080,166
Other Soft Costs & Contingency	\$ 226,551	\$ -	\$ 226,551	\$ 75,895	\$ -	\$ 75,895	\$ 302,446
Offsite Easement/ROW Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Celina Parks Fee	\$ -	\$ -	\$ -	\$ 85,000	\$ -	\$ 85,000	\$ 85,000
Celina Technology Impact Fee	\$ -	\$ -	\$ -	\$ 28,500	\$ -	\$ 28,500	\$ 28,500
NonBQ Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 226,551	\$ -	\$ 226,551	\$ 189,395	\$ -	\$ 189,395	\$ 415,941
Total	\$ 1,035,663	\$ -	\$ 1,035,663	\$ 460,449	\$ -	\$ 460,449	\$ 1,496,112

20181105001370070 11/05/2018 08:01:53 AM AG 1/24

DEVELOPMENT AGREEMENT
(Glen Crossing West)

This Development Agreement (this "Agreement") is entered into by and between **Celina 52 East, L.P.**, a Texas limited partnership, (the "Owner") and the **City of Celina** (the "City"), to be effective on the date on October 9, 2018 ("Effective Date").

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, Celina 52 East, LP owns an approximately 29.303 acre tract of land located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and described by metes and bounds and depicted on Exhibit A (the "Property"); and

WHEREAS, W/J CR 55 LP, a Texas limited partnership, has entered into a contract with the Owner to purchase the Property; and

WHEREAS, upon W/J CR 55, LP's acquisition of fee simple title to the Property, W/J CR 55, LP shall automatically be substituted for Celina 52 East, L.P. as the "Owner," and shall automatically become an "Assignee" and a "Party," for all purposes under this Agreement without action required of any of the Parties; and

WHEREAS, land adjacent to the Property is located wholly within the City of Celina City limits, and is zoned as Planned Development by Ordinance No. 2015-13 ("Tract 1"); and

WHEREAS, the Owner intends to develop the Property as a master planned residential development consisting of single-family homes; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as Exhibit B (as amended in accordance with this Agreement, the "Concept Plan") and the development standards attached hereto as Exhibit C (the "Development Standards"); and

WHEREAS, the Owner intends to construct or fund the water, wastewater, roadway, and drainage public infrastructure necessary to serve the development of the Property (the "Public Infrastructure"); and

WHEREAS, the Public Infrastructure does not include any off-site or oversized public

2261.014\74706.12

Attachment: LEGAL-#77070-v1-Celina_Glen_Crossing_West_PID_2019 - DA - Development_Agreement_(recorded) (Resolution accepting

infrastructure; and

WHEREAS, the City holds the certificates of convenience and necessity to provide retail water and wastewater service to the Property and the Parties intend for the City to provide water and wastewater service to the Property; and

WHEREAS, as the Property is within the City's extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code.

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

ARTICLE I **GENERAL TERMS AND DEFINITIONS**

The recitals to this Agreement are incorporated herein for all purposes. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, including the City's uniform engineering design standards, as they exist or may be amended.

Concept Plan means the concept plan as shown in Exhibit B, as amended in accordance with this Agreement.

Owner means Celina 52 East, L.P., a Texas limited partnership until W/J CR 55, LP, a Texas limited partnership, acquires fee simple title to the Property, after which W/J CR 55, LP shall be the Owner.

PID is defined in Section 2.4.

PID Act is defined in Section 2.4(a).

PID Project Costs is defined in Section 2.4(c).

Property means the real property described by metes and bounds and depicted on Exhibit A.

Public Improvements is defined in Section 2.4(a).

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property.

ARTICLE II

PUBLIC INFRASTRUCTURE AND PID FINANCING

2.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed, installed, and inspected in compliance with the City Regulations.

2.2 Trail System. The Owner shall construct a ten-foot wide concrete hike/bike trail with trees and park benches, as generally depicted and described on Exhibit D, with the public improvements required by the final plat for the Property or the final plat for phase 2 of Glen Crossing at Owner's option. The final design of the trail is subject to the mutual approval of the City and the Owner. The Owner's obligation to construct the trail is subject to the City (a) making tax increment financing district funds legally available to reimburse at least \$400,000 of the costs, subject to availability without changing the percent of City contribution to the TIRZ, of the trail design and construction; and (b) entering into a legally binding agreement with the Owner for such reimbursement. All costs for the trail in excess of the amount provided by 2.2(a) above shall be funded by the Owner.

2.3 Ownership and Maintenance of Public Infrastructure and Other Improvements.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure, the City shall maintain and operate the water and wastewater Public Infrastructure and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure, the City shall maintain and own the roadways and storm water Public Infrastructure.

(c) If a homeowner's association is established, it shall maintain and operate the open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances. Such areas may be irrigated with any available water source, including, but not limited to, water from the retail water provider, ponds, or a water well. Said improvements shall not be maintained and operated by the City unless the Parties agree in writing to the terms and conditions of maintenance and operation by the City. However, the ten-foot width of the length of the trail described in 2.2 above will be dedicated to, and maintained by, the City commencing at the time that the trail system is connected to the planned master trail system of the City.

2.4 PID Financing.

(a) Following the receipt of a petition for creation of a public improvement district encompassing the Property (the "PID") that is in compliance with the Chapter 372 of the Texas Local Government Code (the "PID Act"), the City shall create the PID to fund all or a portion of the Public Infrastructure that will constitute a "public improvement under the PID Act, confer a special benefit upon the Property, and be described in the PID service and assessment plan (the "Public Improvements"). Concurrently with the Owner's submittal of the petition seeking creation of the

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PID, the Owner shall deliver to the City a petition for dissolution of the PID, which shall be held in trust by the City and used by the City to dissolve the PID if W/J CR 55, LP does not acquire fee simple title to the Property within 180 days after the Effective Date.

(b) PID funding of the Public Improvements, as authorized by the PID Act and approved by the City, may include, to the maximum extent authorized by State law, annual payments by each owner to the City of PID assessments, and any other method approved by the Parties.

(c) The total estimated cost of the PID Improvements (the "PID Project Costs") will be as stated in the PID service and assessment plan, as amended.

(d) The City and the Owner will jointly determine the PID Project Costs and prepare a service and assessment plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the PID service and assessment plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The City shall review and update the PID service and assessment plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

ARTICLE III **DEVELOPMENT REGULATIONS**

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations, except to the extent that the Concept Plan, attached as **Exhibit B** and the Development Standards, attached as **Exhibit C**, vary from those terms, then the Concept plan and the Development Standards shall control, and future amendments to the City Regulations shall not apply to the Property, unless Owner elects to apply the future amendments.

(b) The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix, and general layout of the project. Changes to the Concept Plan are not required if such change does not substantially alter the layout of the project or change the land uses or density shown on the Concept Plan attached as **Exhibit B**, and such changes may be made by plat so long as the plat generally conforms to the Concept Plan. All other amendments to the Concept Plan require City Council approval. If the Concept Plan is amended, the new Concept Plan shall be attached to the official copy of this Agreement on file with the City Secretary.

3.2 Development Standard Revisions. The City Manager of the City may administratively approve the following "minor revisions" to the Development Standards: (a) an increase in the height of any structure by five percent (5%) or less; (b) a setback reduction of ten percent (10%) or less; (c) an increase in lot coverage of five percent (5%) or less; and (d) a reduction in off-street parking of five percent (5%) or less. The City Council may permit exceptions to strict compliance with the Development Standards when the Owner demonstrates, to the

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reasonable satisfaction of the City Council, that the requested exception: (a) is not contrary to the public interest; (b) does not cause injury to adjacent property; and (c) does not materially adversely affect the quality of the development.

3.3 Platting. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan.

3.4 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

3.5 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE IV **DEVELOPMENT PROCESS AND CHARGES**

4.1 Except as otherwise provided in this Article IV, the Developer shall be subject to those lawfully adopted fees and charges due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, storm water fees, permit fees and inspection fees.

4.2 A fee may be charged to fund the City's reasonable costs of hiring a third party to review engineering plans in connection with the design and construction of water, sewer, drainage, and roadway improvements.

4.3 Other than what is required by the Development Standards and Section 2.2 above, no parkland dedication or construction of park improvements shall be required, and no fee related to maintenance of park improvements shall be required.

4.4 Notwithstanding anything to the contrary in this section or any ordinance or other regulation applicable to the Property, no capital recovery fees including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, park maintenance fees, and other capital recovery fees, shall be charged against the Property other than the following: (a) park fees in the amount of \$1,500 per residential dwelling unit; (b) water capital recovery fees in the amount of \$2,000 per residential dwelling unit; (c) sewer/wastewater capital recovery fees in the amount of \$2,000 per residential dwelling unit; (d) roadway capital recovery fees in the amount of \$2,500 per residential dwelling unit; (e) technology capital recovery fees for conduit, fiber optic, and similar improvements in the amount of \$500 per residential lot, to be collected at the time of building permit issuance.

ARTICLE V TERM

The term of this Agreement shall start on the Effective Date and expire on the later of expiration of the TIRZ or, if PID bonds are issued, payment in full of any PID bonds. Notwithstanding the foregoing, if and W/J CR 55, LP or its designee does not acquire fee simple title to the Property within 180 days after the Effective Date, this Agreement shall become null and void and shall be of no further force or effect.

ARTICLE VI **ANNEXATION AND POST-ANNEXATION MATTERS**

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6.1 Annexation. Following W/J CR 55, LP's acquisition of the Property, and within ten (10) days of being requested to do so by the City which shall not be longer than one (1) year after the Effective Date, W/J CR 55, LP agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to W/J CR 55 by the City that may contain up to 29.3 additional acres (together all acreage the "Petition Property"). W/J CR 55, LP agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Petition Property, into the City's corporate limits. The annexation service plan for the Property shall be consistent with the terms of this Agreement. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, W/J CR 55, LP shall execute another voluntary annexation petition for the Petition Property, within ten (10) days of being requested to do so. Prior to annexation of the Petition Property, the City shall have considered this Agreement, shall have submitted to W/J CR 55, LP, and W/J CR 55, LP shall review and approve, an annexation service plan which service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and W/J CR 55, LP.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards, and the provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement contemporaneously with annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. This Agreement shall control over any zoning of the Property that is inconsistent with this Agreement.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. With the exception of the automatic assignment to W/J CR 55, LP referenced in the Recitals, the obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Owner, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property shall not be assigned by the Owner to a non-affiliate or non-related entity of the Owner, other than W/J CR 55, LP upon its acquisition of fee simple title to the Property, without the prior written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by the Owner and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the assignee acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

8.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement, except for the fees and charges to be collected under Article IV, without the Owner's prior written consent, which consent shall not be unreasonably withheld.

8.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer (as defined in Section 9.1 below) of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

8.5 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Owner sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement to any party other than W/J CR 55, LP:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Owner must provide written notice of same to the City;

(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the notice must be signed by a duly authorized person representing the Owner.

ARTICLE IX

RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot ("an End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

9.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City \$1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X

ADDITIONAL PROVISIONS

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

10.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034
To the Owner:	Celina 52 East LP Attn: Jay Hawes / Rylan Yowell 10210 N. Central Expressway, Suite 300 Dallas, TX 75231
To W/J CR 55, LP:	W/J CR 55, LP Attn: Frank Murphy 600 N. Pearl Street Suite 650, L.B. 149 Dallas, TX 75201
With a copy to:	Shupe Ventura, PLLC Attn: Misty Ventura 9406 Biscayne Blvd. Dallas, TX 75218

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all

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

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. With respect to the Property governed by this Agreement, the Parties acknowledge and agree that this Agreement supersedes and replaces that certain Development Agreement between the City and Jack Wesley Semones dated November 16, 2017, recorded in the Real Property Records of Collin County, Texas as Document No. 20171129001579220, which shall be of no further force or effect with respect to the Property.

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

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

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

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

10.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

10.12 Exhibits. The following exhibits are attached to this Agreement and are

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Attachment: LEGAL-#77070-v1-Celina_Glen_Crossing_West_PID_2019 - DA - Development_Agreement_(recorded) (Resolution accepting

incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Concept Plan
Exhibit C	Development Standards
Exhibit D	Depiction and Description of Trail System

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

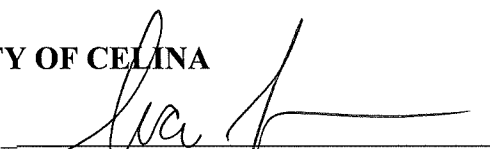
10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Owner expressly amending the terms of this Agreement.

10.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

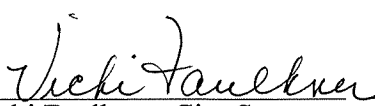
[signatures on following pages]

EXECUTED by the City and Owner on to be effective on the Effective Date.

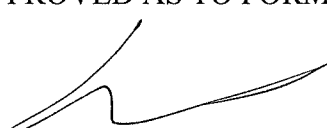
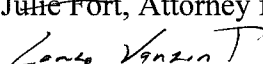
CITY OF CELINA

By: 
Sean Terry, Mayor

ATTEST:


Vicki Faulkner, City Secretary

APPROVED AS TO FORM


Julie Fort, Attorney for City


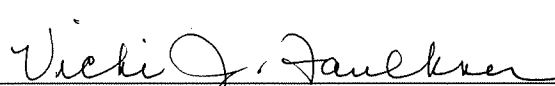
STATE OF TEXAS

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§
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COUNTY OF COLLIN

This instrument was acknowledged before me on the 11 day of October, 2018 by Sean Terry, the Mayor of the City of Celina, Texas on behalf of said City.

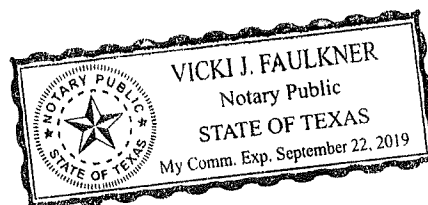



Notary Public, State of Texas

Vicki J Faulkner

Name printed or typed

Commission Expires: 9-22-2019



OWNERS:

Celina 52 East, L.P.,
a Texas limited partnership

By: Celina 52 East GP LLC,
a Texas limited liability company,
its General Partner

By: PRA GP No. 2, Inc.,
a Texas corporation
its Manager

By: Julian Hawes, Jr.

Name: Julian Hawes, Jr.

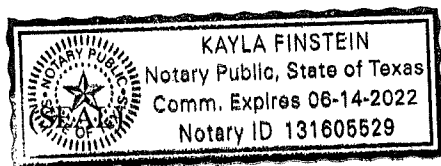
Title: Vice President

STATE OF TEXAS

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§
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COUNTY OF Dallas

This instrument was acknowledged before me on the 31 day of October, 2018 by Julian Hawes, Jr.
the Vice President of Celina 52 East, L.P., a Texas limited partnership on behalf of said limited partnership.



Kayla Feinstein
Notary Public, State of Texas

Kayla Feinstein

Name printed or typed

Commission Expires: 6-14-2022

W/J CR 55, L.P.,
a Texas limited partnership

By: W/J Celina GP LLC,
a Texas limited liability company,
its General Partner

By: Frank Murphy

Name: FRANK MURPHY

Title: MANAGER

STATE OF TEXAS

COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on the 17th day of October 2018 by Frank Murphy
the Va President of W/J CR 55, L.P., a Texas limited partnership on behalf of said limited
partnership.

Melissa A. Zubik

Notary Public, State of Texas

(SEAL)

Melissa A. Zubik

Name printed or typed

Commission Expires: 2-22-2020

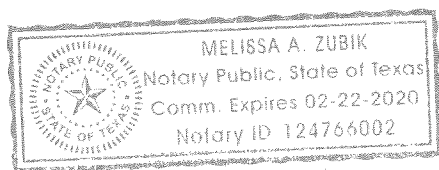


EXHIBIT "A"

Legal Description

Legal description of the land:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE TRACTS OF LAND DESCRIBED IN DEED TO CELINA 52 EAST, LP RECORDED IN INSTRUMENT NUMBER 20180131000124610 AND INSTRUMENT NUMBER 20180131000124590 OF THE COUNTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT NUMBER 20180131000124590;

THENCE N 89°41'23" E, 353.39 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 89°45'48" E, 357.44 FEET TO THE CENTERLINE OF A CREEK FOR THE POINT OF BEGINNING;

THENCE WITH SAID CREEK THE FOLLOWING BEARINGS AND DISTANCES:

N 06°28'44" E, 119.62 FEET;
 N 01°07'33" W, 111.87 FEET;
 N 10°09'35" W, 88.74 FEET;
 N 02°01'22" W, 150.65 FEET;
 N 11°37'21" W, 71.30 FEET;
 N 03°31'47" E, 107.43 FEET;
 N 03°43'17" E, 101.49 FEET;
 N 07°40'26" E, 122.42 FEET;
 N 01°27'35" W, 244.55 FEET;
 N 11°58'04" E, 145.67 FEET;
 N 07°49'54" W, 35.13 FEET;
 N 02°58'33" E, 78.26 FEET;
 N 28°15'03" E, 37.04 FEET;
 N 08°09'12" E, 54.54 FEET;
 N 00°16'06" E, 217.96 FEET;
 N 10°40'38" W, 62.47 FEET TO THE NORTH LINE OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610;

THENCE N 89°57'10" W, DEPARTING SAID CREEK AT 18.52 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 693.52 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610;

THENCE S 00°45'37" E, 1018.06 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 00°30'37" E, 73.00 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 00°47'37" E, 500.20 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 15°49' W, 0.3 FEET;

THENCE S 00°05'23" W, 142.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT 20180131000124590;

THENCE N 89°46'37" W, 216.40 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS N 65°09' W, 0.3 FEET;

THENCE N 89°09'23" W, 96.60 FEET TO A 5/8 INCH IRON ROD FOUND WITH CAP STAMPED "PELTON";

THENCE N 89°41'23" W, 300.00 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 30°58' W, 0.4 FEET;

THENCE N 89°45'48" W, AT 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 144.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,276,560 SQUARE FEET OR 29.306 ACRES OF LAND, MORE OR LESS.

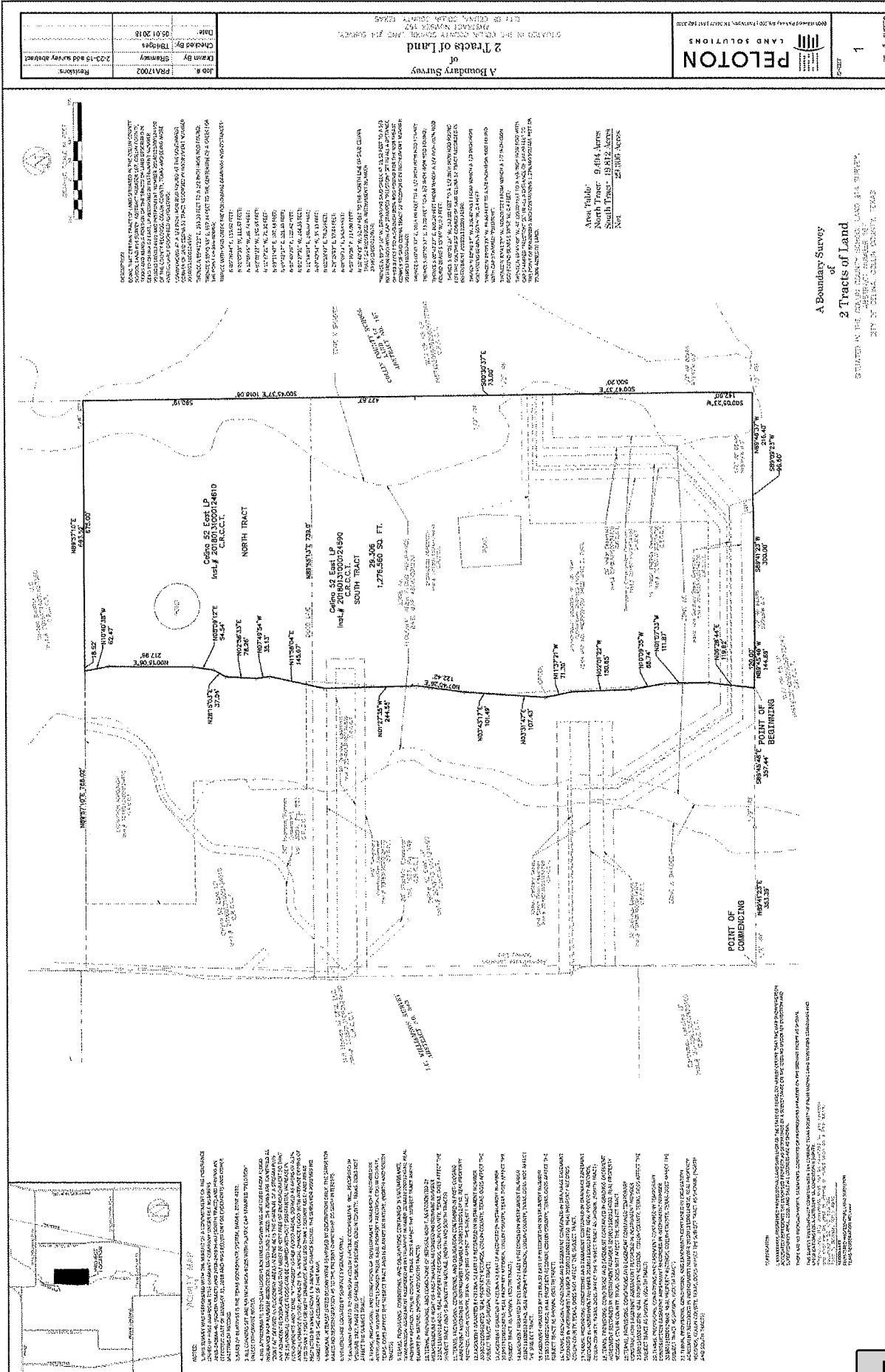


Exhibit C
Planned Development Residential Standards
Glen Crossing West

DEFINITIONS

Any capitalized terms not defined below are per the definition as provided in the City of Celina Code of Ordinance Chapter 14.

Common Area: Any portion of the PD District that does not constitute a residential lot or street right-of-way and is owned by the Homeowners Association.

Covered Front Porch: An area of at least 50 square feet covered by the main roof or an architectural extension of the Main Structure.

Homeowner Association: An association governed by by-laws, deed restrictions, and architectural guidelines of the community. All lot owners will have mandatory membership in the homeowner association, which, among other things, will require financial obligations in the form of annual membership dues.

PD District Concept Plan (Exhibit B): The graphic plan for PD District that establishes and delineates the location of the respective Lot Types and is attached as Exhibit B, as amended in accordance with the terms of this Agreement.

Main Structure: The primary residence to be constructed on any Lot.

Open Space: Publicly accessible parks, greens, sports fields, natural flood plain, and tot lots, shall constitute Open Space.

Parkway: The area of right-of-way between the curb and the sidewalk in front of residential lots.

PD District: The land and/or lots contained within the legal boundaries identified in Exhibit A.

Shall: A term requiring compliance.

Should: A term encouraging compliance.

DEVELOPMENT REQUIREMENTS

GENERAL

The purpose of the proposed PD is to provide greater flexibility for single family detached development than is available under the approved PD #23 and the City of Celina Ordinances, Chapter 14. This zoning request to a PD (Planned Development District) is in accordance with Sec. 14.03.031.

Single-Family

The base zoning for the proposed PD shall be "SF-R" (Single-Family Residential) district as it

exists or may be amended under Chapter 14 of the Celina Code of Ordinances. The following regulations shall also apply:

PERMISSABLE USES

The following uses shall be allowed:

1. Agricultural Use – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries.
2. Residential Uses: Single-family detached dwellings
3. Community Facility Uses
 - A. Public and private parks;
 - B. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, trails, equestrian bridle trails, nature centers, bird and wildlife sanctuaries;
 - C. Amenity centers
 - D. Landscaped Entry Features
4. Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage.
5. Manufactured and/or modular homes are prohibited in this PD district.
6. Accessory dwellings are prohibited in this PD district.

RESIDENTIAL DESIGN GUIDELINES

I. Lot Type:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand (6,000) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
1. Height Regulations: No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height to the highest point of its roof. Accessory structures shall not exceed twenty-five feet (25').
2. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	Six thousand (6,000) square feet.
Lot Coverage:	The maximum shall not exceed sixty percent (60%).
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be seventeen hundred (1,700) square feet.
Front Yard:	Twenty feet (20') minimum. Key lots shall have 2 front yards. Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front setback line in all instances.
Front Yard on Collector Streets:	Twenty five feet (25') minimum.

Rear Yard:	Ten feet (10') minimum.
Side Yard:	Five feet (5') minimum.
Side Yard Adjacent to Street:	Fifteen (15') minimum.
Lot Width:	Fifty feet typical (50'); forty feet (40') minimum (@ right-of-way) on cul-de-sac lots.
Lot Depth:	One hundred twenty feet (120') minimum.
Lot Depth (cul-de-sac lot):	Eighty-five (85') minimum.
Garage Orientation & Setback	Garages may face the street or be J-swing type. For garage doors facing the front of the street, garage setback shall be flush or setback from front of building. J-swing type garages may protrude up to five feet (5') into the front setback to ensure additional variations of homes.

II. Development and Design Standards

A. Landscape Standards: All development within this PD District shall comply with the following landscape standards:

1. Tree Requirements:

- i. Trees are required to be planted by the homebuilder in the front yard of all lots per the following schedule: two, 4" caliper tree, measured at 12 inches above ground and four shrubs, minimum of 5 gallon when planted.
- ii. Tree species shall comply with the City of Celina Zoning Ordinance Chapter 14.05 Appendix E.

B. Screening Standards: All development within this PD District shall comply with the following minimum screening requirements:

1. Lots Adjacent to thoroughfares: 6' masonry wall
2. Lots Adjacent to minor arterials or collectors: 6' masonry wall
3. Lot Adjacent to open space or park land: 6' masonry wall or 6' wrought iron fence
4. 15' landscape buffer for all lots backing or siding to thoroughfares and collectors

C. Amenities: This PD District shall contain the following amenity features:

1. Private, Off-Street Hike/Bike Trail to connect to future public trail

MISCELLANEOUS

HOMEOWNERS ASSOCIATION

A Homeowner Association will be established as each residential parcel of land is developed.

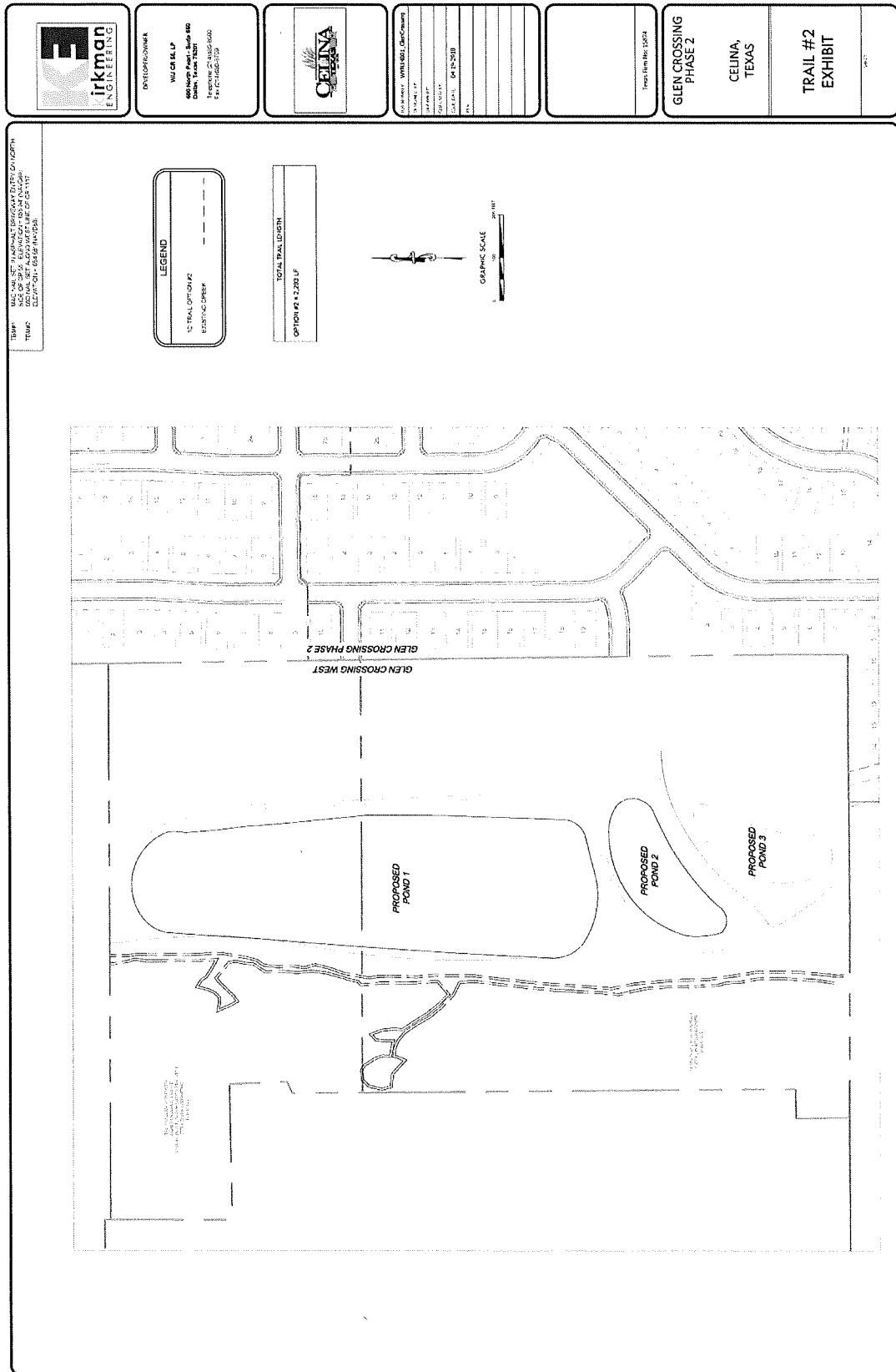
OPEN SPACE

The PD will contain at least ten acres of open space. Private open space shall be maintained by the Homeowner Association.

LIST OF EXHIBITS:

- **Exhibit A – Metes and Bounds**
- **Exhibit B – Concept Plan**
- **Exhibit C – Development Regulations**
- **Exhibit D - Depiction and Description of Trail System**

Exhibit D Depiction and Description of Trail System





ENGINEERS OPINION OF PROBABLE COS

DATE: 19-Sep-18

PREPARED FOR: Wynne Jackson

PREPARED BY: Billy Moon, E.I.T.

PROJECT NAME: Glen Crossing

CITY: Celina, TX

JOB NUMBER: WYN14001_GBAR7

FILE NAME: GBARTOPC

OPTION #2

TRAIL LENGTH - 2,477 LF, 10 FT WIDE

HARD COST - WATER

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
2" IRRIGATION LINE	LF	4,954	\$5.00	\$29,724.00
2" METER BOX	EA	1	\$1,350.00	\$1,350.00
ACCESS FEE	LS	1	\$1,100.00	\$1,100.00
METER FEE	LS	1	\$500.00	\$500.00
IMPACT FEE	EA	1	\$5,000.00	\$5,000.00
CONNECT TO EXISTING WATER LINE	EA	1	\$985.00	\$985.00
TRENCH SAFETY	AC	4,954	\$0.10	\$495.40
TOTAL HARD COST-EROSION CONTROL				\$39,164.40

HARD COST - EROSION CONTROL

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
SILT FENCE	LF	2,477	\$1.40	\$3,467.80
DRAINAGE EROSION CONTROL	LS	1	\$20,000.00	\$20,000.00
CURLEX (BANKS OF PONDS)	LF	4,282	\$1.50	\$6,423.00
SEEDING (SLOPES OF BANKS)	AC	53	\$300.00	\$15,900.00
TOTAL HARD COST-EROSION CONTROL				\$45,790.80

HARD COST - TRAIL, BENCHES, LANDSCAPE, AND IRRIGATION

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
10' HIKE/BIKE TRAIL (CONCRETE)	SF	24,770	\$6.00	\$148,620.00
Sides)	EA	50	\$700.00	\$34,878.00
PIER STRUCTURE	EA	1	\$50,000.00	\$50,000.00
SURFACE PAVILION	EA	0	\$0.00	\$0.00
PARK BENCHES	EA	5	\$3,000.00	\$15,000.00
TOTAL HARD COST-PARKS AND OPEN SPACE				\$251,298.00

NOTE: PIER STRUCTURE IS AN ALLOCATION AND NOT BASED UPON A DESIGN.

TOTAL HARD COST	\$336,243.20
------------------------	---------------------

SUMMARY

SUMMARY				
HARD COSTS ONSITE TOTAL				\$336,243.20
SOFT COSTS ONSITE TOTAL (10% INCLUDES ANY FEES, TAX, INSPECTION, ETC.)				\$60,523.78
SUBTOTAL				\$396,766.98
10% CONTINGENCY ONSITE				\$39,676.69
TOTAL				\$436,443.67



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
11/05/2018 08:01:53 AM
\$118.00 SCAPELA
20181105001370070

Attachment: LEGAL-#77070-v1-Celina_Glen_Crossing_West_PID_2019 - DA - Development_Agreement_(recorded) (Resolution accepting

20181105001370080 11/05/2018 08:01:54 AM D1 1/7

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF COLLIN §

CELINA 52 EAST LP, a Texas limited partnership (the "Grantor"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid by **W/J CR 55 LP**, a Texas limited partnership, whose address is 600 N. Pearl, Suite 650, Dallas, Texas 75201 (the "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, the real property located in Collin County, Texas which is more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "Land"), together with all right, title and interest of Grantor, if any, in (i) all improvements and fixtures on the Land, (ii) all adjacent and/or contiguous streets, roads, avenues, alleys, and rights of way, (iii) rivers, streams, and strips and gores of land adjoining, adjacent and contiguous thereto, (iv) all easements, rights of ingress and egress, rights of way, and covenants appurtenant to the Land, (v) all riparian rights, surface and underground water rights, and any and all other water rights pertaining to the Land and (vi) all permits, approvals, licenses, rights, and authorizations and exemptions of any kind from governmental authorities related to the ownership, maintenance, use, development or operation of the Land or any improvements thereon (the Land together with such rights, titles, being collectively called the "Property"), subject to, however, those exceptions and encumbrances set forth on **Exhibit B** attached hereto and made a part hereof for all purposes (said exceptions and encumbrances being called the "Permitted Exceptions").

Grantor reserves from this conveyance and hereby reserves for Grantor and Grantor's successors and assigns forever all of Grantor's interest in and to all of the oil, gas and other minerals of every kind and character which are in, on or under the Property and that may be produced within the ordinary and natural meaning of that word, but excluding minerals which belong to the surface, including building stone, sand, iron ore, gravel, uranium, coal, lignite, shale, limestone or caliche, or other minerals which belong to the surface as a matter of law; provided, however, that Grantor and Grantor's successors and assigns shall have no right of ingress or egress or right to enter upon and access or use the surface of the Property, or any area below the surface of the Property at a depth of less than 500 feet, for any purpose incident to exploring for, developing, drilling for, producing, transporting, mining, treating, or storing the oil, gas and other minerals in, under and that may be produced from the Property. However, nothing herein contained shall ever be construed to prevent Grantor or Grantor's successors or assigns from developing or producing the oil, gas, and other minerals in and under the Property by pooling or by directional drilling under the Property form well sites located on tracts located outside the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns FOREVER, subject to the Permitted Exceptions, and, subject to the Permitted Exceptions, Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

IT IS UNDERSTOOD AND AGREED THAT EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THIS DEED (A) THE PROPERTY IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY GRANTOR, OR ANYONE ACTING ON BEHALF OF GRANTOR INCLUDING, WITHOUT LIMITATION, ANY BROKER, ARCHITECT, ATTORNEY, EMPLOYEE, CONTRACTOR, OR CONSULTANT; (B) GRANTEE HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE ACCEPTANCE OF THE PROPERTY ON THE FOREGOING BASIS; (C) GRANTEE IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE IN ACCEPTING THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE; AND (D) GRANTEE RELEASES GRANTOR OF AND FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS OR EXPENSES WHICH MAY BE ASSERTED WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED ON GRANTOR'S NEGLIGENCE, CLAIMS BASED ON THEORIES OF STRICT LIABILITY, AND CLAIMS FOR CONTRIBUTION BASED ON STATUTES, REGULATIONS OR OTHERWISE.

As a portion of the other consideration for the conveyance herein made, Grantee has executed and delivered to First United Bank and Trust Company ("Noteholder"), that certain Promissory Note ("Note") dated on or about the date of this Special Warranty Deed with Vendor's Lien ("Deed") in the original principal amount of \$11,992,039.00, executed by Grantee payable to the order of Noteholder, and the payment of the Note shall be secured by the vendor's lien and superior title herein retained and assigned to Noteholder and by that certain Deed of Trust, Security Agreement and Fixture Financing Statement ("Deed of Trust") dated on or about the date of this Deed from Grantee to Greg Massey, as Trustee, for the benefit of Noteholder, covering the Property. Grantor hereby expressly reserves and retains for Noteholder, and Noteholder's successors and assigns, the vendor's lien, as well as the superior title, in and to the Property to secure (i) the payment of the Note, and (ii) the performance and payment by Grantee of all covenants, conditions, obligations and liabilities under the Deed of Trust. Noteholder shall not be entitled to enforce the vendor's lien or assert the superior title unless Noteholder also shall be entitled, at the time of such enforcement or assertion, to exercise the rights of foreclosure under the terms of the Deed of Trust. Upon the full and complete payment of the Note and satisfaction and performance of all covenants, conditions, obligations and liabilities under the Deed of Trust, then this conveyance shall become absolute and the vendor's lien and superior title herein reserved shall be automatically released and discharged.

Real property ad valorem taxes and assessments having been prorated to the date hereof, Grantee hereby assumes and agrees to pay when due all such ad valorem property taxes and assessments for the year 2018 and subsequent years.

Effective Date: The 2 day of November, 2018.

[The remainder of this page is blank. The parties' signatures are on the following pages.]

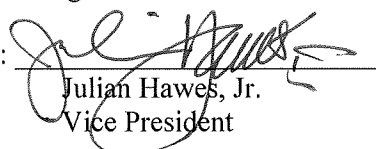
Executed to be effective as of the Effective Date.

GRANTOR:

Celina 52 East LP,
a Texas limited partnership

By: Celina 52 East GP LLC,
a Texas limited liability company,
its General Partner

By: PRA GP No. 2, Inc.,
a Texas corporation
its Manager

By: 
Julian Hawes, Jr.
Vice President

Date: _____

STATE OF TEXAS §

COUNTY OF Dallas §

The foregoing instrument was ACKNOWLEDGED before me this 31st day of October, 2018, by Julian Hawes, Jr., Vice President of PRA GP No. 2, Inc., a Texas corporation, Manager of Celina 52 East GP LLC, a Texas limited liability company, General Partner of Celina 52 East LP, a Texas limited partnership, on behalf of said entities.

[SEAL]


Notary Public, State of Texas

My Commission Expires:

6-14-2022

Kayla Feinstein
Printed Name of Notary Public

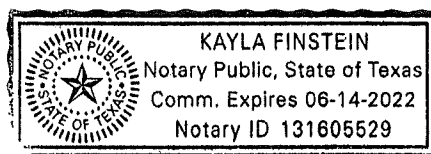


EXHIBIT A**PROPERTY**

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE TRACTS OF LAND DESCRIBED IN DEED TO CELINA 52 EAST, LP RECORDED IN INSTRUMENT NUMBER 20180131000124610 AND INSTRUMENT NUMBER 20180131000124590 OF THE COUNTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT NUMBER 20180131000124590;

THENCE N 89°41'23" E, 353.39 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 89°45'48" E, 357.44 FEET TO THE CENTERLINE OF A CREEK FOR THE POINT OF BEGINNING;

THENCE WITH SAID CREEK THE FOLLOWING BEARINGS AND DISTANCES:

N 06°28'44" E, 119.62 FEET;
 N 01°07'33" W, 111.87 FEET;
 N 10°09'35" W, 88.74 FEET;
 N 02°01'22" W, 150.65 FEET;
 N 11°37'21" W, 71.30 FEET;
 N 03°31'47" E, 107.43 FEET;
 N 03°43'17" E, 101.49 FEET;
 N 07°40'26" E, 122.42 FEET;
 N 01°27'35" W, 244.55 FEET;
 N 11°58'04" E, 145.67 FEET;
 N 07°49'54" W, 35.13 FEET;
 N 02°58'33" E, 78.26 FEET;
 N 28°15'03" E, 37.04 FEET;
 N 08°09'12" E, 54.54 FEET;
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THENCE N 89°45'48" W, AT 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 144.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,276,560 SQUARE FEET OR 29.306 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Recorded in/under Clerk's File No. 20171129001579220, Real Property Records, Collin County, Texas. (Provisions, if any, based on race, color, religion, sex, handicap, familial status or national origins are nullified.)
2. Terms, conditions, provisions and stipulations of Development Agreement, dated November 16, 2017, filed November 29, 2017, recorded in/under Clerk's File No. 20171129001579220, Real Property Records, Collin County, Texas. Noted on Survey dated 10/30/2018 prepared by Todd A. Bridges, RPLS #4940, of Peloton Land Solutions, Job/Project PRA17002.
3. Terms, conditions, provisions and stipulations of Encumbrance Termination Agreement, by and between Celina 52 East, LP and United Realtors, L.L.C. dated January 30, 2018, filed January 31, 2018, recorded in/under Clerk's File No. 20180131000124580, Real Property Records, Collin County, Texas. Noted on Survey dated 10/30/2018 prepared by Todd A. Bridges, RPLS #4940, of Peloton Land Solutions, Job/Project PRA17002.
4. Easement, Right of Way and/or Agreement by and between Celina 52 East L.P. and City of Celina, by instrument dated January 30, 2018, filed January 31, 2018, recorded in/under Clerk's File No. 20180131000124720, Real Property Records, Collin County, Texas. Shown on Survey dated 10/30/2018 prepared by Todd A. Bridges, RPLS #4940, of Peloton Land Solutions, Job/Project PRA17002.
5. Easement, Right of Way and/or Agreement by and between Celina East L.P. and City of Celina, by instrument dated January 25, 2018, filed January 31, 2018, recorded in/under Clerk's File No. 20180131000124730, Real Property Records, Collin County, Texas. Shown on Survey dated 10/30/2018 prepared by Todd A. Bridges, RPLS #4940, of Peloton Land Solutions, Job/Project PRA17002.
6. Easement, Right of Way and/or Agreement by and between Celina 52 East LP and Atmos Energy Corporation, by instrument dated January 30, 2018, filed January 31, 2018, recorded in/under Clerk's File No. 20180131000124750, Real Property Records, Collin County, Texas. Shown on Survey dated 10/30/2018 prepared by Todd A. Bridges, RPLS #4940, of Peloton Land Solutions, Job/Project PRA17002.
7. Easement, Right of Way and/or Agreement by and between Celina 52 East LP and M/I Homes of DFW. LLC, by instrument dated January 30, 2018, filed January 31, 2018, recorded in/under Clerk's File No. 20180131000124770, Real Property Records, Collin County, Texas. Shown on Survey dated 10/30/2018 prepared by Todd A. Bridges, RPLS #4940, of Peloton Land Solutions, Job/Project PRA17002.
8. Terms, conditions, provisions and stipulations of Temporary Construction Easement Agreement, by and between M/I Homes of DFW, LLC and Celina 52 East LP, dated

January 30, 2018, filed January 31, 2018, recorded in/under Clerk's File No. 20180131000124790, Real Property Records, Collin County, Texas. Shown on Survey dated 10/30/2018 prepared by Todd A. Bridges, RPLS #4940, of Peloton Land Solutions, Job/Project PRA17002.

9. Terms, conditions, provisions and stipulations of Temporary Construction Easement Agreement, by and between M/I Homes of DFW, LLC and Celina 52 East LP, dated January 30, 2018, filed January 31, 2018, recorded in/under Clerk's File No. 20180131000124800, Real Property Records, Collin County, Texas. Shown on Survey dated 10/30/2018 prepared by Todd A. Bridges, RPLS #4940, of Peloton Land Solutions, Job/Project PRA17002.
10. Terms, conditions, provisions and stipulations of Excavation Agreement, by and between Celina 52 East LP and W/J CR 55 LP, dated January 30, 2018, filed January 31, 2018, recorded in/under Clerk's File No. 20180131000124810, Real Property Records, Collin County, Texas. Shown on Survey dated 10/30/2018 prepared by Todd A. Bridges, RPLS #4940, of Peloton Land Solutions, Job/Project PRA17002.



Filed and Recorded
 Official Public Records
 Stacey Kemp, County Clerk
 Collin County, TEXAS
 11/05/2018 08:01:54 AM
 \$50.00 SCAPELA
 20181105001370080

Stacey Kemp



Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Jason Laumer, City Manager
Date: April 9, 2019
Re: Appointment to the Historic Preservation Commission.

Action Requested:

Consider and act upon appointing Bryan Poche and Tom Parsons as alternates on the Historic Preservation Commission. (Barton)

Background Information:

Two alternate positions for the Historic Preservation Commission were vacant. Bryan Poche and Tom Parsons applied for those vacancies.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Applications

Staff Recommendation:



Public Service opportunities are offered by the City of Celina without regard to race, color, national origin, religion, sex or disability.

BOARD/COMMISSION APPLICATION

Please submit your application and a statement of why you wish to serve on a particular board or commission

Date: 1/16/2019

Name: Bryan Poche'
(please print name as you wish it to appear)

Please choose from the list below of up to three (3) boards you are interested in serving. Please list your choices in order of preference.

Economic Development, Building/Standards, Plannin

(Board/Commission)

Board of Adjustment

Building and Standards Commission

Community Development Corp

Economic Development Corp

Historic Preservation Commission

Parks & Recreation Board

Planning & Zoning Commission

Library Board

Main Street Advisory Board

Upper Trinity Regional Water District Rep

PERSONAL INFORMATION

Home Address: 3406 N Preston Lakes Dr

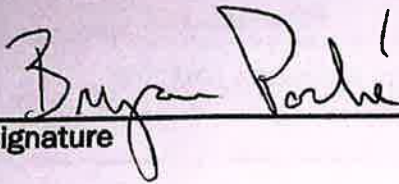
City: Celina State: Texas Zip Code: 75009

e-mail: bpoche77@hotmail.com Telephone: 214-869-4035

Celina Resident for 3 years

STATEMENT OF INTENT

I am aware of the requirements of the City regarding conflicts of interest to the City of Celina Boards/Commissions. I am aware of the meeting dates and times of the Board/Commission for which I have applied. I am also aware that my attendance at these meetings is imperative to the function of the Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. I affirm that I am qualified to vote.


Signature

1/16/19
Date

STATEMENT OF INTEREST
(Why I wish to serve on the Board/Commission)

I believe that with my experience in residential construction, I can help the great city of Celina as it grows. I have a passion for people and relationships. I have been serving as HOA president in North Preston Lake Estates and was recently voted in on another term. I have helped bring the community together through my passion for relationships.

BUSINESS INFORMATIONBusiness Name: BGL Services Business Owner? ☒ Yes ☐ NoBusiness Address: 2750 S Preston RdCity: Celina State: Texas Zip Code: 75009Telephone: 214-869-4035

Fax: _____

e-mail: bpoche@earthformfoundations.c Occupation: Owner

Please indicate any knowledge or personal experience applicable to the Board/Commission
You are applying for:

I have 18+ years in new home construction, sales, management, and operations.

Please list any business or personal relationships with the City of Celina, which might create
a conflict of interest that would affect your ability to serve. N/A



Public Service opportunities are offered by the City of Celina without regard to race, color, national origin, religion, sex or disability.

BOARD/COMMISSION APPLICATION

board or commission

Name:

Tom Parsons

(please print name as you wish it to appear)

Please choose from the list below of up to three (3) boards you are interested in serving. Please list your choices in order of preference.

Economic Development Corp
(Board/Commission)

Building and Standards Commission
Community Development Corp
Economic Development Corp
Historic Preservation Commission

Planning & Zoning Commission
Library Board
Upper Trinity Regional Water District Rep

PERSONAL INFORMATION

Home Address: 112 Arizona Drive

city Celina

State: Texas Zip Code: 75009

e-mail: tom@faculty.media

Telephone: 254-379-5652

Celina resident for: 2.5 years

BUSINESS INFORMATION

Business Name: Faculty Media Business Owner? Yes No

Business Address: 112 S. Arizona Drive

City: Celina State: Texas Zip Code: 75009

Telephone: 254.379.5652 Fax: —

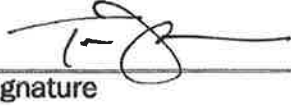
e-mail: tom@faculty.media Occupation: advertising agency

You are applying for:

My only knowledge is paying attention to what is happening at public knowledge level with city planning and development. I have also attended many local functions where our development is discussed and public input is encouraged. I have also been encouraged to raise my hand for this type of role and have met Corbett Howard.

Please list any business or personal relationships with the City of Celina which might create a conflict of interest that would affect your ability to serve. none that I am aware of.

I am aware of the requirements of the City regarding conflicts of interest to the City of Celina Boards/Commissions. I am aware of the meeting dates and times of the Board/Commission for which I have applied. I am also aware that my attendance in these meetings is imperative to the function of the Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. I affirm that I am qualified to vote.


Signature

8.14.18
Date

STATEMENT OF INTEREST
(Why I wish to serve on the Board/Commission)

I believe in blooming where I'm planted; and as strong proponent of small business, and my experience with the issues that affect small business, I feel I am best suited to help other small businesses to thrive in Celina. I am also a student of scale, and my ability to practice things that will scale well could be beneficial to our town.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Kim Brawner, Director of Engineering
 CC: Cody Webb, Director of Parks and Recreation
 Date: April 9, 2019
 Re: BOR Grant for Celina Smart Irrigation Project

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina approving the application for grant funds for the Celina Smart Irrigation Project from the Bureau of Reclamation Watersmart: Small-Scale Water Efficiency Projects Grant Program for Fiscal Year 2019. (Brawner)

Background Information:

The City will request \$75,000 dollars from the Bureau of Reclamation with a 1:1 local match requirement to upgrade Celina's city-wide irrigation system to a "smart" system that can be controlled remotely, allowing for remote leak detection and controlling of watering zones. The current system requires manual inspection of each sprinkler head and watering zone before a leak or damage can be detected, sometimes causing hours or days of unnecessary water loss. The project will install a two-way communication controller and upgrades to each of the 16 individual sprinkler heads throughout the City. The project will reduce staff hours in driving and detection, miles used on fleet vehicles as leaks and problems are detected via computer and remote system, and allow for more efficient water management for the City of Celina, saving both money and water for the community.

Board Review/Citizen Input:

N/A

Alternatives:

Council could chose to not approve the resolution.

Financial Considerations:

Funding for the matching comment of the grant will be funded from available funds.

Legal Review:

N/A

Supporting Documents:

Resolution

Staff Recommendation:

Staff recommends approval of the resolution.

CITY OF CELINA, TEXAS**RESOLUTION NO. XXXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CELINA ROAD GROUND STORAGE TANK FROM THE BUREAU OF RECLAMATION WATERSMART: DROUGHT RESILIENCY PROJECT GRANT PROGRAM FOR FISCAL YEAR 2019**

WHEREAS, the United States Department of the Interior has provided funds for the WaterSMART: Drought Resiliency Project Grant Program; and

WHEREAS, the City of Celina desires to submit an application for grant funds from said program; and

WHEREAS, the Bureau of Reclamation has been delegated the responsibility for the administration of this grant program and establishing necessary procedures; and

WHEREAS, said procedures established by the Bureau of Reclamation require the applicant to certify by resolution the identity of the official with legal authority to enter into an agreement; that the appropriate official or governing body has reviewed and supports the application submitted; the capability of the applicant to provide the amount of funding and/or in-kind contributions specified in the application funding plan; and that the applicant will work with the Bureau of Reclamation to meet established deadlines or entering into a cooperative agreement; and

WHEREAS, the applicant will enter into a cooperative agreement or grant agreement with the Bureau of Reclamation to complete the project(s) if awarded grant funds.

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

1. Appoints the City Manager, or his designee, to act as agent with legal authority to enter into the grant agreement, conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and any other grant required correspondence which may be necessary for the completion of the grant program; and
2. Certifies that the City Council of the City of Celina has reviewed and supports the proposed application; and
3. Certifies that the City of Celina has sufficient funds available to provide the amount of funding specified in the funding plan as matching funds/in-kind contributions; and
4. Certifies that the City of Celina will work with the Bureau of Reclamation to meet established deadlines for entering into a cooperative agreement.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 19th day of March, 2019.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Lance Vanzant, City Attorney



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: April 9, 2019
Re: Future Land Use Plan (FLUP) Revision

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Comprehensive Plan, Ordinance 2013-06; to amend the City's Future Land Use Plan documents and exhibits. (FLUP) (McAfee)

Background Information:

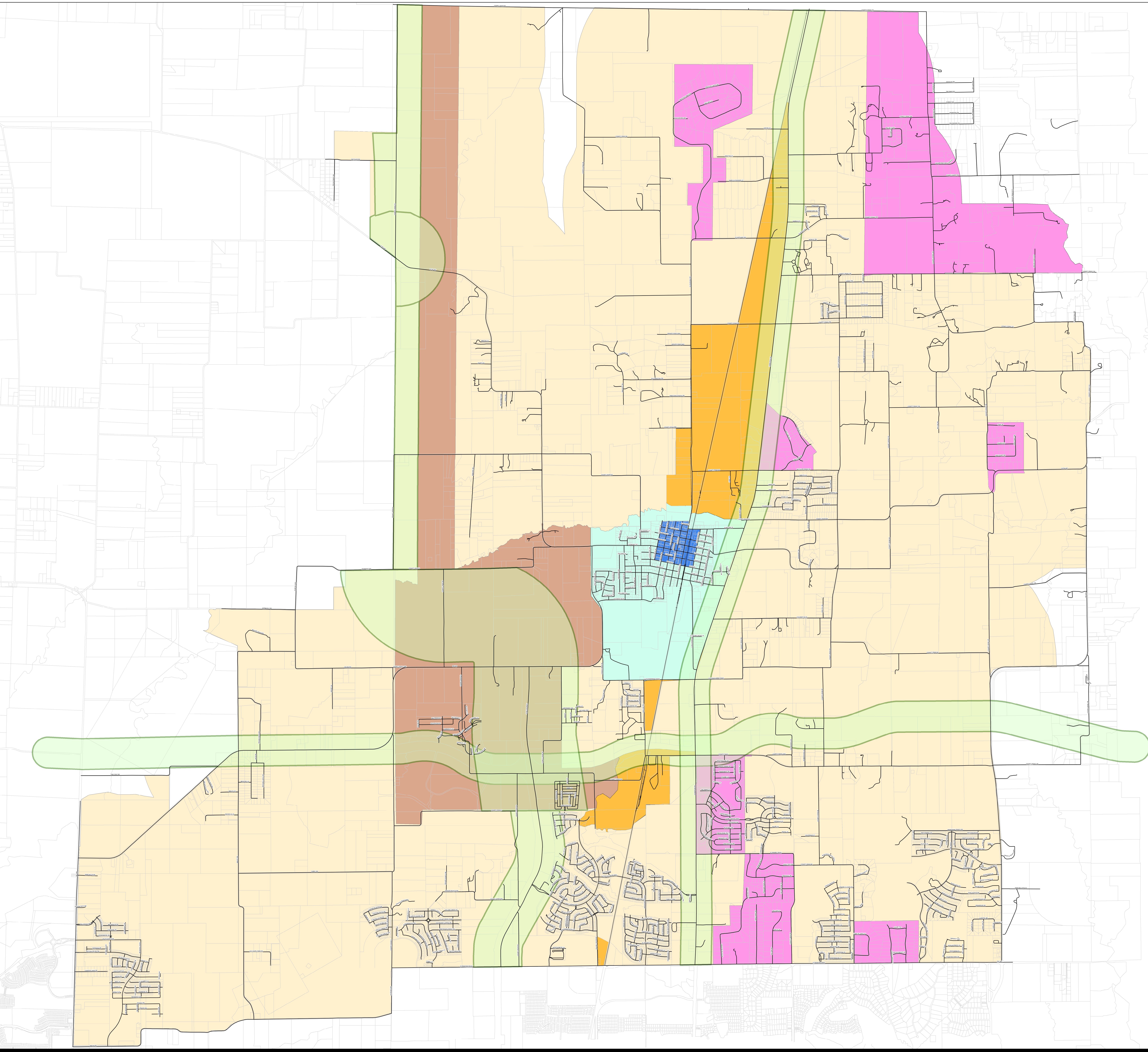
Future Land Use plan (FLUP) is an important component of the Comprehensive Plan. City's current FLUP was approved in 2013. City has recently hired a consultant to update the Comprehensive Plan as well as FLUP by the end of 2020. However, based on the rapid growth of the City and needs associated with that, FLUP needs to be updated while Comprehensive plan is under study.

Supporting Documents:

- Staff Presentation
- Proposed Future Land Use Plan

Staff Recommendation:

Staff recommends approval as presented.

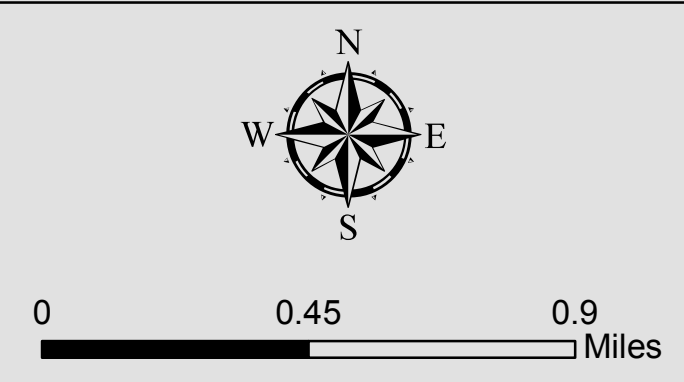


- Roads
- Overlays
- Parcels
- FLUP Type**
- Estate Mix/Suburban Mix
 - Historic District
 - Industrial
 - Regional Activity Center
 - Suburban Moderate-High Res
 - Urban Center Mixed-Use

Attachment: Proposed Future Land Use Plan (Future Land Use Plan (FLUP) revision)

REVISION DATE:

March 8th, 2019



Celina Future Land Use Plan

FLUP Revision

Future Land Use Plan

City Council

March 19, 2019



Background

- Plan the City identified as a 2 year goal in the Strategic Plan
- The Future Land Use Plan (FLUP) is an important component of the Comprehensive Plan
- State law attaches special significance to a City's approved FLUP
- Graphically represents long-range concepts, goals, policies, and strategies

FLUP's Role

Helps influence and guide policy decisions regarding:

- Land use (zoning)
- Capital Improvement Plan
- Impact Fees
- Master Thoroughfare Plan

Important to Note

FLUPs:

- Do not constitute zoning
- Are not parcel specific
- Are “bubble” plans
- Are not a reflection of existing land use
- Use broad umbrella land use designations
- Require public hearings for revisions

Proposed Changes

- A few cosmetic/formatting items
- Showing the new overlay districts:
 - ØPreston Road Overlay (PRO)
 - ØDallas North Tollway Overlay (DNTOL)
 - ØCollin County Outer Loop Overlay (in progress)
- Labeled as “Corridor Overlay Districts” on the revised FLUP
- DNT corridor to reflect Overlay vision

Next Steps

- ~~P&Z: 3-12-19 (public hearing)~~
- City Council: 3-19-19 (work session)
- City Council: 4-09-19 (public hearing)

FYI - a brand new FLUP will be included in the new Comprehensive Plan. This is an interim revision.



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: April 9, 2019
 Re: NTTA ROW Annexation

Action Requested:

The City Council will conduct the first of two public hearings on the City initiated annexation of an approximately 81.3 acre tract of land, generally located on the Dallas North Tollway, in between Light Farms Way and County Road 51. (NTTA ROW Annexation) (Mohan)

Applicant:

City of Celina
 142 N. Ohio
 Celina, TX 75009

Background Information:

Below is the anticipated annexation schedule for the property:

~~March 19, 2019 - City Council acts on a resolution to set the public hearing dates.~~

April 9, 2019 - First Public Hearing to be held.

May 14, 2019 - Second Public Hearing to be held.

May 14, 2019 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

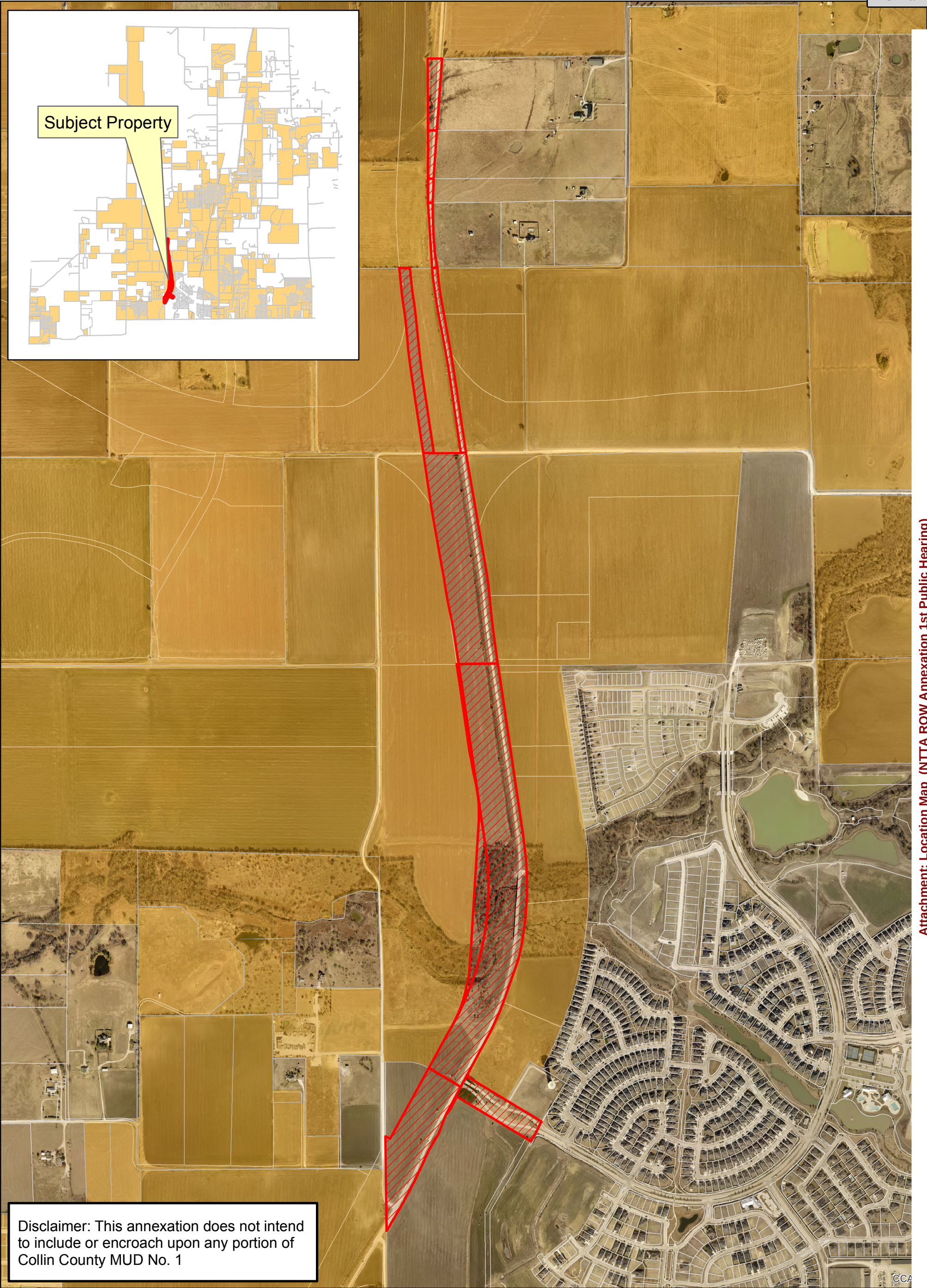
Notice of the first public hearing was published in *The Celina Record* on March 29, 2019.

Supporting Documents:

- Staff Presentation
- Location Map

Staff Recommendation:

No action to be taken tonight.



Attachment: Location Map (NTTA ROW Annexation 1st Public Hearing)

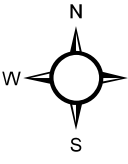


NTTA Potential Annexation

Date: 3/25/2019

Legend

-  ROW
-  City Limits
-  Parcels



0 625 1,250 Feet

Packet Pg. 126

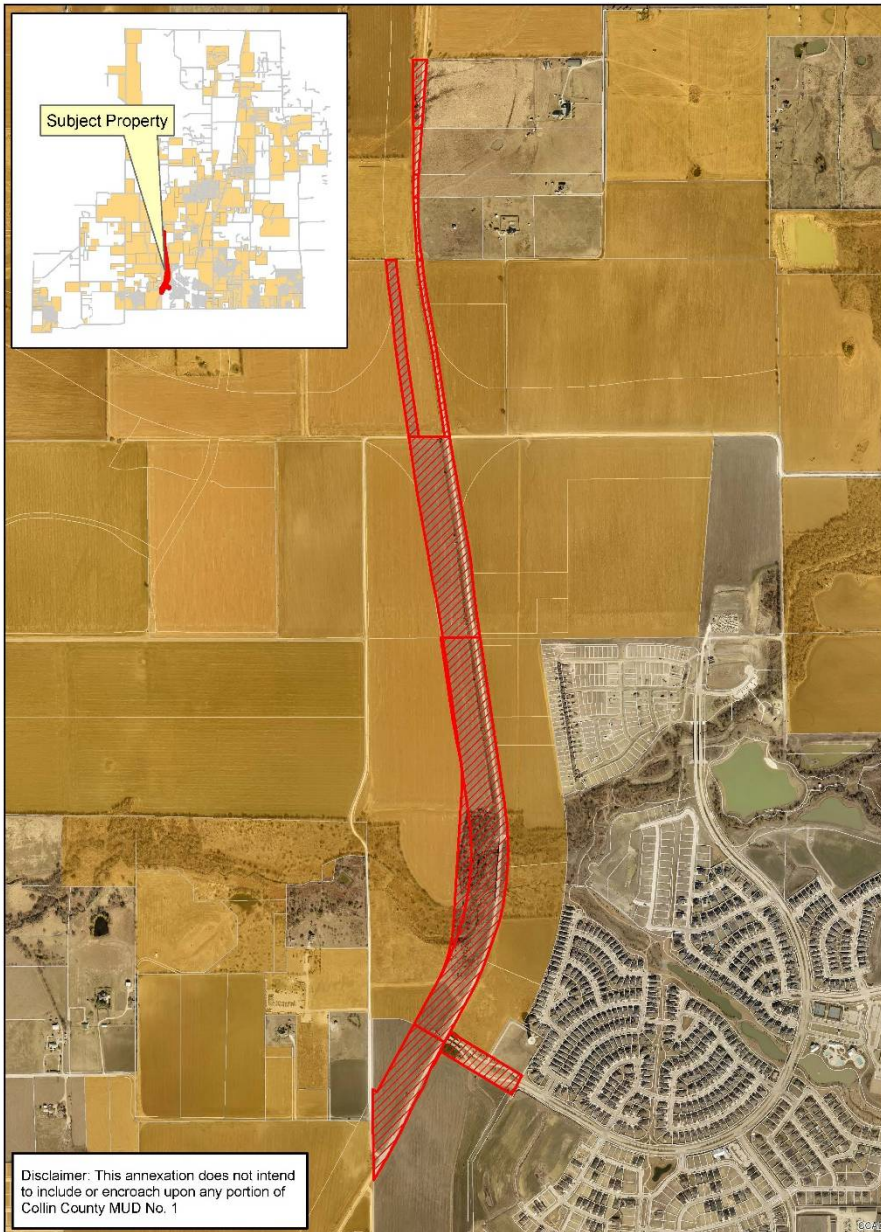
NTTA ROW

Annexation

City Council

April 9, 2019





Location Map

The subject property comprises right-of-way (ROW) of the NTTA and Light Farms Way.



Background

- The property is approximately 81.3 acres that is completely comprised of rights-of-way
- Staff observed a gap in the City limits
- It is advantageous for public safety purposes to annex ROW when available
- Legal reviewed and cleared the annexation case to proceed



Annexation Schedule

- ~~March 19, 2019 - City Council acted upon the resolution and set the public hearing dates~~
- April 9, 2019 – 1st Public Hearing
- May 14, 2019 – 2nd Public Hearing and adoption of the annexation ordinance



Recommendation

- Notices were published in compliance with State and local law
- Staff recommends approval as presented





Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dusty McAfee AICP, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: April 9, 2019
 Re: Coit Business Park zoning

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 of an approximately 10 acre tract of land from AG, Agricultural zoning district, to PD, Planned Development zoning district with an I-1, Light Industrial base zoning, generally located approximately 1,200 feet north of the intersection of future Coit Road and CR 84. (Coit Business Park) (McAfee)

Applicant:

Claymoore Engineering
 202 S. Coleman Street
 Suite 200
 Prosper, TX 75078

Background Information:

This property (Coit Business Park) was originally annexed in June 2016, after it started a building permit process with Collin County. The construction process is nearly complete, requesting the property to be formally zoned. The proposal will zone the property to PD, Planned Development, with a base zoning of I-1, Light Industrial District, and officiates the actual use of this property.

Board Review/Citizen Input:

At the regular meeting of the Planning & Zoning Commission on March 12th, 2019, the Commission voted 3 to 1 to recommend approval of the rezoning request. A Celina resident expressed concerns over the rezoning of this case.

A notice of the public hearing was published in *The Celina Record* on March 22, 2019. Notices of the public hearing have been sent to all owners of property residing within the City limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

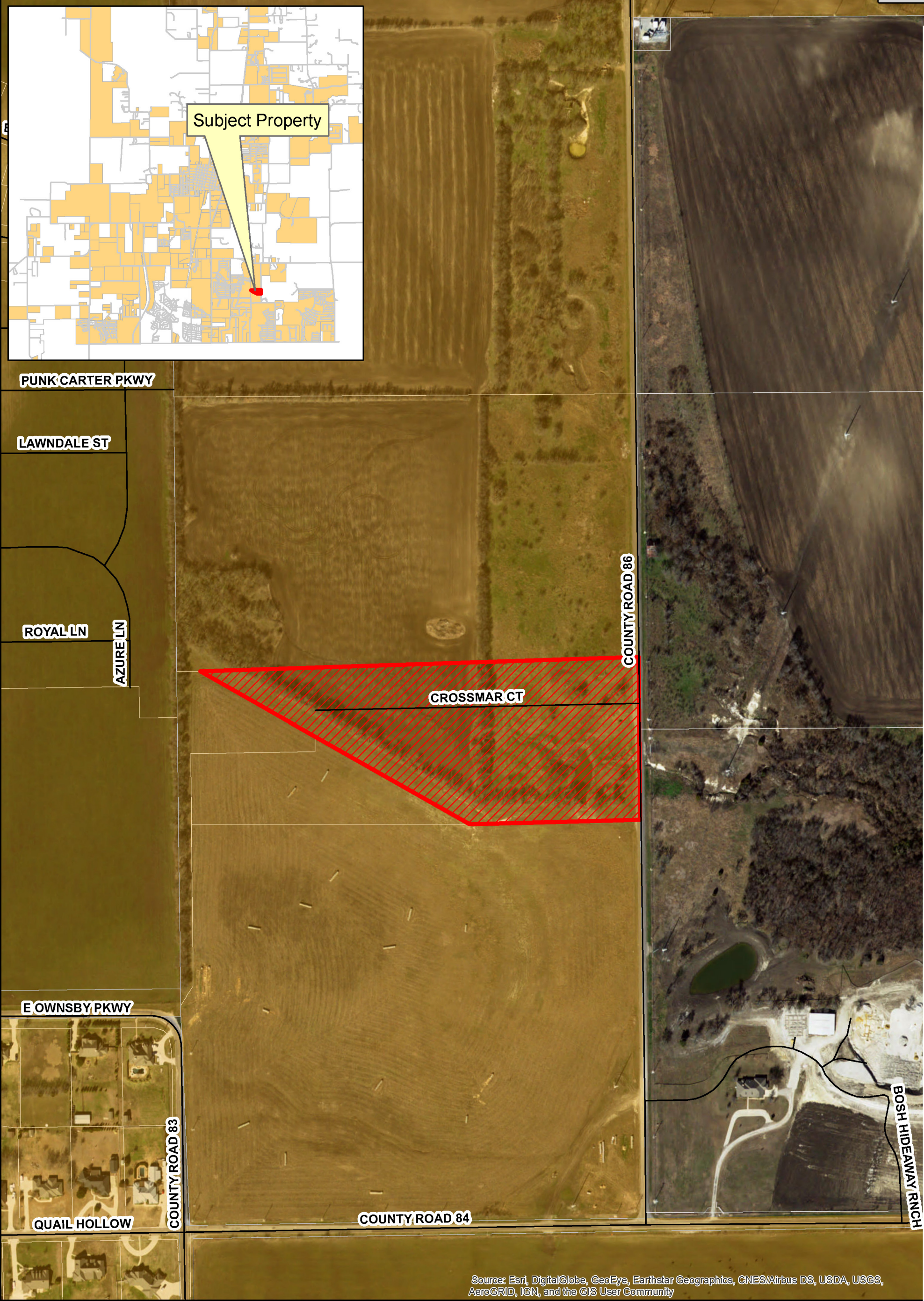
Supporting Documents:

Staff Presentation
 Location Map

Development Standards

Staff Recommendation:

Staff recommends approval as presented.



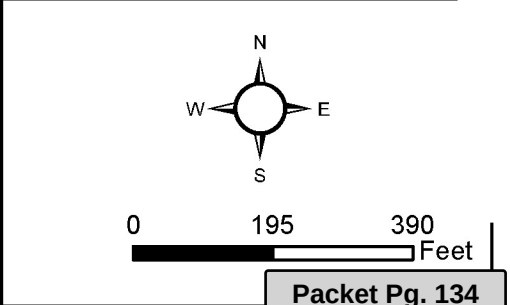
Attachment: Location Map (Coit Business Park Zoning)



Coit Business Park

Date: 2/26/2019

- Legend**
- Roads
 - Coit Business Park
 - City Limits
 - Parcels



CITY OF CELINA, TEXAS

ORDINANCE 2019-____
COIT BUSINESS PARK – PD-96

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 ACRE TRACT OF LAND SITUATED IN THE MCKINZIE WILHITE SURVEY, ABSTRACT NUMBER 1008, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATELY 1,200 FEET NORTH OF THE INTERSECTION OF FUTURE COIT ROAD AND COUNTY ROAD 84, 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. 95; 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. 95 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-95, 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 12th day of February, 2019.

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: Development Standards (Coit Business Park Zoning)

Exhibit A Legal Description

WHEREAS, CROSSMAR TEXAS INVESTMENTS 1 LLC, is the sole owner of a tract of land situated in the McKinzie Wilhite Survey, Abstract Number 1008 in Collin County, Texas, being a tract of land described in a deed from Tambros Land Company, LLC to Crossmar Texas Investments 1, LLC as recorded in Instrument Number 20170512000612000, Official Public Records of Collin County, Texas; the subject tract being more particularly described as follows:

BEGINNING at a mag nail found in the centerline of County Road 86, being the Southeast corner of the herein described tract, and the Northeast corner of a tract of land described in a deed to William & Kathy Wood as recorded in Instrument Number 20071029001470070, Official Public Records of Collin County, Texas;

THENCE South 89 degrees 09 minutes 02 seconds West with the Northern boundary line of said Wood tract, a distance of 508.77 feet to a 1/2" capped iron rod stamped "Metroplex" found for the Southwest corner of the herein described tract, said point also being the Southeast corner of a separate tract of land conveyed to William & Kathy Wood as recorded in Instrument Number 20080310000279150, Official Public Records of Collin County, Texas;

THENCE North 60 degrees 43 minutes 31 seconds West with the East boundary line of said Wood tract, a distance of 924.33 feet to a 1/2" iron rod found for the Northwest corner of the herein described tract, said point also being the Northeast corner of said Wood tract and lies in the Southern boundary line of a tract of land described in a deed to Westgate 115 Investors, L.P. as recorded in Instrument Number 20130621000869270, Official Public Records of Collin County, Texas;

THENCE North 88 degrees 12 minutes 18 seconds East with the Southern boundary line of said Westgate tract, a distance of 1309.22 feet to a mag nail found near the centerline of said County Road for the Northeast corner of the herein described tract, and being the Southeast corner of said Westgate tract;

THENCE South 00 degrees 45 minutes 21 seconds East with the centerline of said County Road, a distance of 485.51 feet to the POINT OF BEGINNING and there terminating, enclosing 10.00 acres of land, more or less.

Attachment: Development Standards (Coit Business Park Zoning)

Exhibit B

Zoning Exhibit

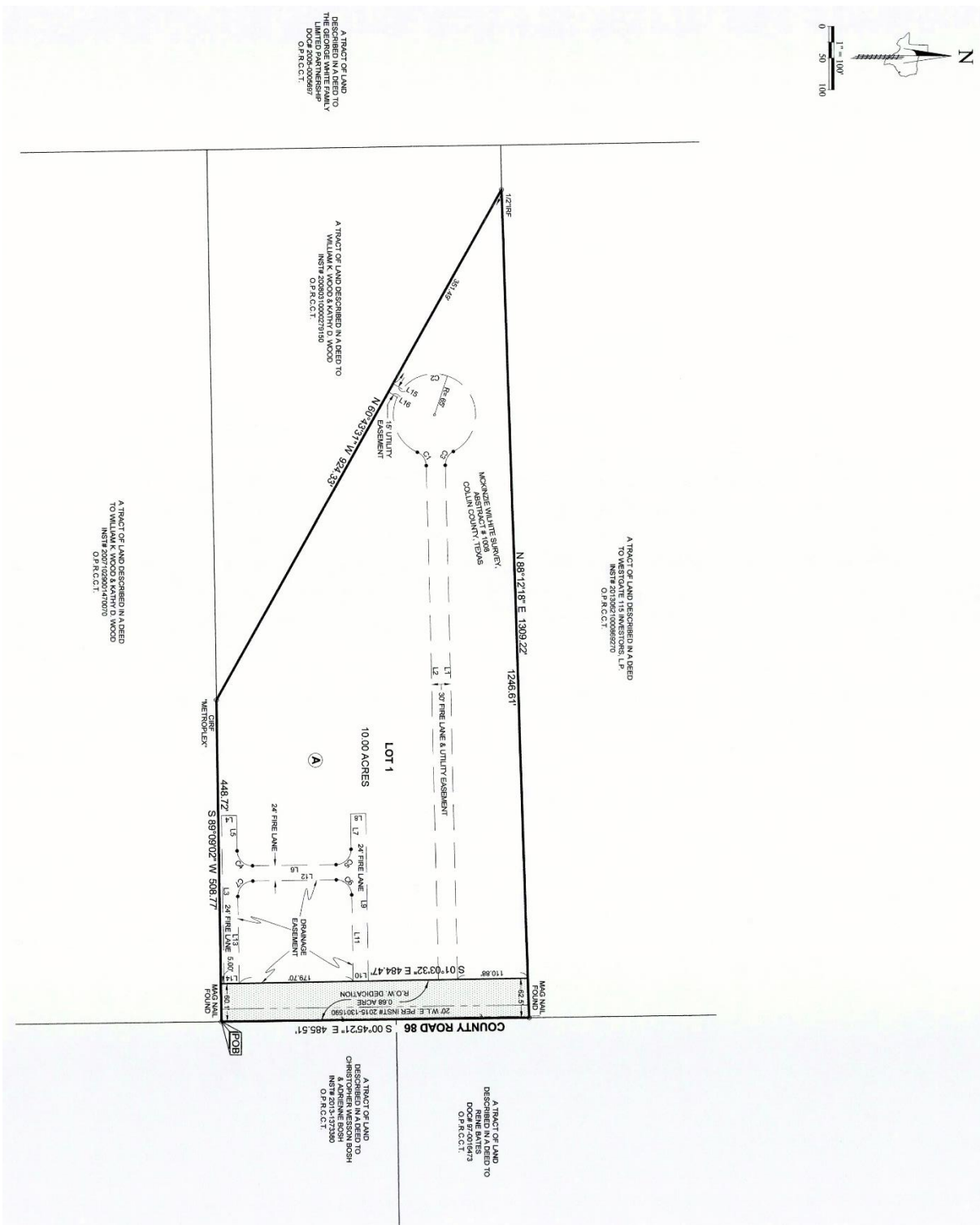


Exhibit D Development Regulations

The base zoning for the subject property shall be Light Industrial (I-1) and shall generally develop per the attached Concept Plan, in addition to the following special ordinance provisions:

1. The purpose of this PD is to provide zoning for a project generally built in 2018 and completed in 2019. The integrity of the project is desired to be maintained per the original, pre-annexed vision to allow for a broad use of its land and buildings, including contemplated future expansions, with design standards that reflect its pre-annexed beginnings.
2. Additional allowed land uses include light manufacturing, winery/distillery, contractor yard, recycling center, and outdoor storage/open storage.
3. The subject property shall maintain a front yard setback, or landscape buffer, of 40' along the ultimate right-of-way width of Coit Road. Other yard setbacks do not apply.
4. Perimeter screening is not required of the subject property. Allowed on-site fencing includes chain link, but not razor wire nor other injurious material.
5. Allowed open or outdoor storage may have a gravel/flex base surface. Area limitations do not apply to open storage; however, no open/outdoor storage shall be allowed between the front building line of the eastern-most buildings and Coit Road (or generally within the front yard setback).
6. Parking shall be provided per the attached concept plan.
7. Metal buildings are allowed on the subject property. Any future buildings shall provide a 4' masonry wainscot on its front façade facing Coit Road, but may still be metal otherwise on other facades.
8. Landscaping requirements shall be limited to the planting of live oaks along Coit Road, generally every 40 feet, within a minimum 30' wide landscape buffer adjacent to the ultimate ROW line, at time of any future expansion. No other landscaping shall be required.
9. Any future lighting (wall packs; light poles) shall provide proper shielding (i.e. full cut-offs).

Coit Business Park

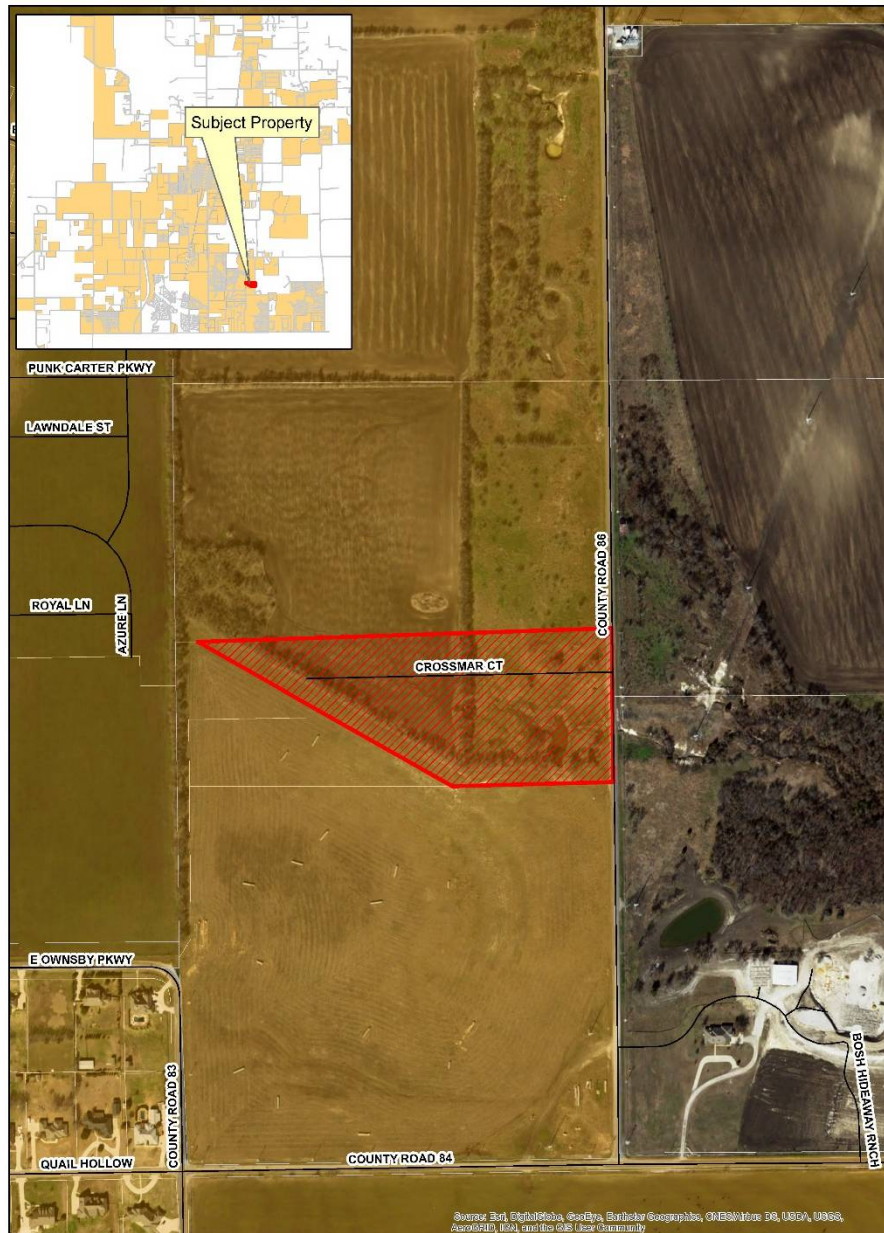
Planned Development (PD)

City Council

April 9, 2019

Attachment: Staff Presentation (Coit Business Park Zoning)





Location Map

The tract is located on the west side of Coit Road and approximately 1200 feet north of the CR 84 – adjacent to the new elevated water tower

Background

- Coit Business Park began its project in the County in 2016, following County regulations
- Later in 2016, the City annexed the subject property
- The construction project is nearly finished and expected to open this spring
- The subject property has not yet been zoned
- The purpose of the proposed PD is to provide zoning to the property to accommodate future tenants

Pictures



Attachment: Staff Presentation (Coit Business Park Zoning)

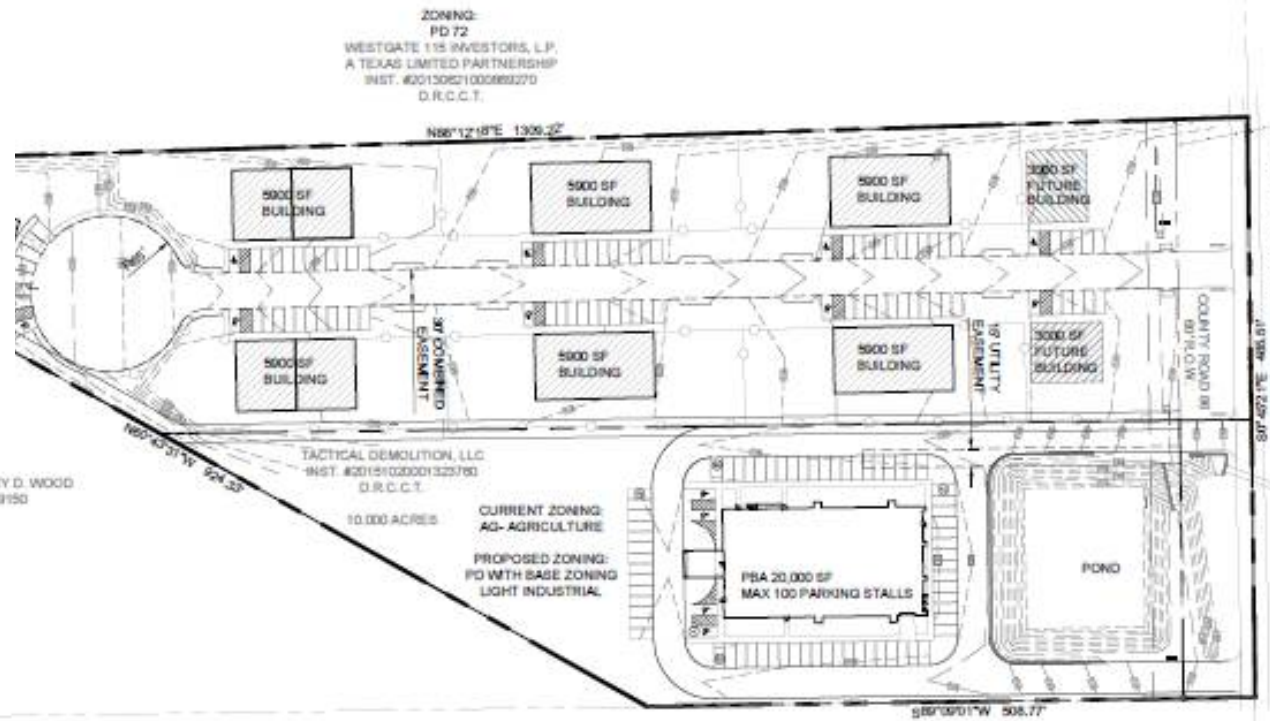
Project Overview

- The proposed PD will have a base zoning designation of Light Industrial (I-1)
- The PD also includes design standards that reflect its County beginnings and pre-annexed vision





WILLIAM K. WOOD AND KATHY D. WOOD
INST. #2008031000279150
D.R.C.C.T.
ZONING:
PD 74



WILLIAM K. WOOD AND KATHY D. WOOD
INST. #20071020001470070
D.R.C.C.T.
ZONING:
PD 74

Policy Considerations

- This project did not abide by City regulations when it initiated its construction process, as it was in the County
- The subject property is now in the City limits and needs zoning in order to allow occupancy of the facilities
- The proposed zoning will have no impact on the design standards of the existing construction (i.e. the project remains a metal building park regardless)

Policy Considerations

- Metal buildings are not compatible with the City's vision nor its aesthetic expectations
- However, the project does provide much-needed incubator space for businesses that do not neatly fit into suburban in-line retail space
- Light Industrial base zoning is appropriate for a metal building facility such as this, especially in regards to potential tenants

Design Standards

- The original concept contemplates a minor expansion in the future
- The future buildings would be required to provide masonry on facades facing Coit Road
- Street trees along Coit Road would also be required at time of any future expansion
- With zoning, the project can begin leasing to new tenants



Architectural Standards

Applicant Request (and P&Z recommendation):

- The future buildings would be required to provide 4' masonry wainscot on facades facing Coit Road

Staff Recommendation:

- The future buildings would be required to provide 100% masonry on facades facing Coit Road

Similar Situations

June 2017

Staley RV Storage (North Louisiana)

4' masonry wainscot facing Business 289

October 2018

Hawthorne Creek Storage

40% masonry facing Parvin Road

April 2019

Coit Business Park

100% masonry facing Coit - or 4' masonry wainscot - ?

P&Z Public Hearing

- One person spoke during the public hearing and shared concerns over the aesthetics of metal buildings, about how the County does not have meaningful regulations to manage new growth, and shared support for the City being aggressive in applying regulations to more territory

Recommendation

- The Planning & Zoning Commission recommended approval of the proposed PD for Coit Business Park, 3-1, with a recommendation of a 4' masonry wainscot for the facades facing future Coit Road at its March 12th regular meeting
- The dissenting vote desired more masonry than the 4' wainscot
- Staff recommends approval as presented, with the motion including guidance on the architecture



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: April 9, 2019
 Re: Bluewood Public Hearing & SAP update

Action Requested:

The City of Celina will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas accepting and approving a final Wells North Public Improvement District Service and Assessment Plan – updated for Neighborhood Improvement Area #2, including an assessment roll for Neighborhood Improvement Area #2; making a finding of special benefit to property within Neighborhood Improvement Area #2; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the Neighborhood Improvement Area #2 special assessments in accordance with Chapter 372, Texas Local Government Code, as amended. (Bluewood Public Hearing & SAP update) (DeBuff)

Background Information:

When the Wells North (Bluewood) Public Improvement District (PID) was created, the City authorized the issuance of up to \$20 million in bonds to finance public improvements for the benefit of the District. To date, the City has issued \$9,660,000 in bonds secured by the PID's special assessments. This ordinance proposes \$1.9 million in PID assessments.

Board Review/Citizen Input:

Part of this item is a public hearing to consider public testimony on this updated PID Service and Assessment Plan.

Alternatives:

N/A

Financial Considerations:

This item does not affect City's budget. However, the ordinance proposes \$1.9 million in assessments.

Legal Review:

The City Attorney has reviewed this ordinance.

Supporting Documents:

- Proposed Ordinance & SAP update

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2019-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A FINAL WELLS NORTH PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN – UPDATED FOR NEIGHBORHOOD IMPROVEMENT AREA #2, INCLUDING AN ASSESSMENT ROLL FOR NEIGHBORHOOD IMPROVEMENT AREA #2; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2; LEVYING SPECIAL ASSESSMENTS AGAINST SUCH PROPERTY AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #2 SPECIAL ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372 TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 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 February 9, 2016, the City Council conducted a public hearing to consider a petition received by the City on December 18, 2015 titled "Petition for the Creation of a Public Improvement District Within the ETJ of the City of Celina, Texas, for the Wells North Development" requesting the creation of a public improvement district; and

WHEREAS, on February 9, 2016, the City Council approved Resolution No. 2016-12R (the "Authorization Resolution"), authorizing, establishing and creating the Wells North 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 \$20,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Public Improvements"); and

WHEREAS, the City has issued \$3,235,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area Project) (the "Major Improvement Area Bonds") that are secured by Special Assessments levied on Major Improvement Area Assessed Property (as defined in the Service and Assessment Plan related to the District); and

WHEREAS, the City has issued \$6,425,000 City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

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, on March 19, 2019, the City Council adopted a resolution approving a preliminary *Wells North Public Improvement District Service and Assessment Plan Updated for Neighborhood Improvement Area #2*, including a proposed assessment roll for Neighborhood Improvement Area #2; calling for a public hearing to consider an ordinance levying assessments (the "Neighborhood Improvement Area #2 Special Assessments") on the property within Neighborhood Improvement Area #2 of the District; authorizing and directing the City Secretary of the City to file the proposed assessment roll for Neighborhood Improvement Area #2 and make such roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Neighborhood Improvement Area #2 Special Assessments against the benefitted property within Neighborhood Improvement Area #2 of the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on March 20, 2019, the City Secretary filed the Neighborhood Improvement Area #2 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on March 22, 2019 in *The Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Neighborhood Improvement Area #2 Special Assessments; and

WHEREAS, the City Council convened the Levy and Assessment Hearing on April 9, 2019, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Neighborhood Improvement Area #2 Assessment Roll, and the proposed Neighborhood Improvement Area #2 Special Assessments against the benefitted property in Neighborhood Improvement Area #2, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #2 Special Assessments, the allocation of the Actual Costs of the Neighborhood Improvement Area #2 Improvements to be undertaken for the Neighborhood Improvement Area #2 Assessed Property (defined below), the purposes of the Neighborhood Improvement Area #2 Special Assessments to be levied against the Neighborhood Improvement Area #2 Assessed Property (defined below), the special benefits of the Neighborhood Improvement Area #2 Improvements to the Neighborhood Improvement Area #2 Assessed Property (defined below), and the penalties and interest on annual installments and on delinquent annual installments of the Neighborhood Improvement Area #2 Special Assessments; and

WHEREAS, the City Council finds and determines that the Neighborhood Improvement Area #2 Assessment Roll and the *Wells North Public Improvement District Service and Assessment Plan – Updated for Neighborhood Improvement Area #2*, dated April 9, 2019 in a form substantially similar to the attached ***Exhibit A***, which final form shall be approved by the City Manager and the City’s land use attorney prior to execution (the “NIA #2 Service and Assessment Plan Update”), and which is incorporated herein for all purposes, should be approved and that the Neighborhood Improvement Area #2 Special Assessments should be levied as provided in this Ordinance and the NIA #2 Service and Assessment Plan Update and the Neighborhood Improvement Area #2 Assessment Roll attached thereto as Appendix C (the “Neighborhood Improvement Area #2 Assessment Roll”); and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Neighborhood Improvement Area #2 Improvements, the Neighborhood Improvement Area #2 Assessment Roll, and the levy of the Neighborhood Improvement Area #2 Special Assessments against the Neighborhood Improvement Area #2 Assessed Property (defined below); and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the NIA #2 Service and Assessment Plan Update.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

- (a) The apportionment of the Actual Costs of the Neighborhood Improvement Area #2 Improvements (as reflected in the NIA #2 Service and Assessment Plan Update, and the Administrative Expenses set forth in such update) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel of Neighborhood Improvement Area #2 Assessed Property (as defined in the NIA #2 Service and Assessment Plan Update) within Neighborhood Improvement Area #2 will receive from the construction of the Neighborhood Improvement Area #2 Improvements identified in the NIA #2 Service and Assessment Plan Update, and is hereby approved;

(b) The NIA #2 Service and Assessment Plan Update covers a period of at least five years and defines the annual indebtedness and projected costs for the Public Improvements (as defined in the NIA #2 Service and Assessment Plan Update), including the Neighborhood Improvement Area #2 Improvements to be constructed for the benefit of the Neighborhood Improvement Area #2 Assessed Property;

(c) The NIA #2 Service and Assessment Plan Update apportions the Actual Costs of the Neighborhood Improvement Area #2 Improvements benefitting the Neighborhood Improvement Area #2 Assessed Property to be assessed against such property and such apportionment is made on the basis of special benefits accruing to the Neighborhood Improvement Area #2 Assessed Property because of such Neighborhood Improvement Area #2 Improvements;

(d) All of the real property in Neighborhood Improvement Area #2 of the District which is being assessed in the amounts shown in the Neighborhood Improvement Area #2 Assessment Roll will be benefited by the Neighborhood Improvement Area #2 Improvements proposed to be constructed as described in the NIA #2 Service and Assessment Plan Update, and each assessed Parcel of Neighborhood Improvement Area #2 Assessed Property will receive special benefits in each year equal to or greater than each annual Neighborhood Improvement Area #2 Special Assessments against such property and will receive special benefits during the term of the Neighborhood Improvement Area #2 Special Assessments against the Neighborhood Improvement Area #2 Assessed Property equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Neighborhood Improvement Area #2 Improvements benefitting the Neighborhood Improvement Area #2 Assessed Property and Administrative Expenses set forth in the NIA #2 Service and Assessment Plan Update results in imposing equal shares of the Actual Costs of the Neighborhood Improvement Area #2 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The NIA #2 Service and Assessment Plan Update should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Neighborhood Improvement Area #2 Assessment Roll reflecting the Neighborhood Improvement Area #2 Special Assessments levied against the Neighborhood Improvement Area #2 Assessed Property should be approved as the Neighborhood Improvement Area #2 Assessment Roll for the District;

(h) The provisions of the NIA #2 Service and Assessment Plan Update relating to due and delinquency dates for the Neighborhood Improvement Area #2 Special Assessments, interest on Annual Installments, interest and penalties on delinquent

Neighborhood Improvement Area #2 Special Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Neighborhood Improvement Area #2 Special Assessments should be approved and will expedite collection of the Neighborhood Improvement Area #2 Special Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The NIA #2 Service and Assessment Plan Update is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the updated service plan and the updated assessment plan for the District.

Section 4. Neighborhood Improvement Area #2 Assessment Roll.

The Neighborhood Improvement Area #2 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Neighborhood Improvement Area #2 Assessment Roll of the District.

Section 5. Levy and Payment of Neighborhood Improvement Area #2 Special Assessments for Costs of the Neighborhood Improvement Area #2 Improvements benefitting Neighborhood Improvement Area #2 Assessed Property.

(a) The City Council hereby levies an assessment on each Parcel of property (excluding Non-Benefitted Property) located within Neighborhood Improvement Area #2 of the District, as shown and described in the NIA #2 Service and Assessment Plan Update and the Neighborhood Improvement Area #2 Assessment Roll, in the respective amounts shown on the Neighborhood Improvement Area #2 Assessment Roll as a special assessment on the properties set forth in the Neighborhood Improvement Area #2 Assessment Roll.

(b) The levy of the Neighborhood Improvement Area #2 Special Assessments against the Neighborhood Improvement Area #2 Assessed Property shall be effective on the date of execution of this Ordinance levying Neighborhood Improvement Area #2 Special Assessments and strictly in accordance with the terms of the NIA #2 Service and Assessment Plan Update and the PID Act.

(c) The collection of the Neighborhood Improvement Area #2 Special Assessments levied against the Neighborhood Improvement Area #2 Assessed Property shall be as described in the NIA #2 Service and Assessment Plan Update and the PID Act.

(d) Each Neighborhood Improvement Area #2 Special Assessment levied against the Neighborhood Improvement Area #2 Assessed Property may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the NIA #2 Service and Assessment Plan Update.

(e) Each Neighborhood Improvement Area #2 Special Assessment shall bear interest at the rate or rates specified in the NIA #2 Service and Assessment Plan Update.

(f) Each Annual Installment of Special Assessments shall be collected each year in the manner set forth in the NIA #2 Service and Assessment Plan Update.

(g) The Administrative Expenses for Assessed Property shall be calculated pursuant to the terms of the NIA #2 Service and Assessment Plan Update.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Neighborhood Improvement Area #2 Improvements and Administrative Expenses are set forth in the NIA #2 Service and Assessment Plan Update.

Section 7. Penalties and Interest on Delinquent Neighborhood Improvement Area #2 Special Assessments.

Delinquent Neighborhood Improvement Area #2 Special Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the NIA #2 Service and Assessment Plan Update and as allowed by law.

Section 8. Prepayments of Neighborhood Improvement Area #2 Special Assessments.

As provided in Section VI of the NIA #2 Service and Assessment Plan Update, the owner of any Neighborhood Improvement Area #2 Assessed Property may prepay, in whole or in part, the Neighborhood Improvement Area #2 Special Assessments levied by this Ordinance without penalty.

Section 9. Lien Priority.

The City Council and the landowners intend for the obligations, covenants and burdens on the landowners of Neighborhood Improvement Area #2 Assessed Property, including without limitation such landowners' obligations related to payment of the Neighborhood Improvement

Area #2 Special Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Neighborhood Improvement Area #2 Special Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the assessed parties, as the owners of Neighborhood Improvement Area #2 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Neighborhood Improvement Area #2 Special Assessments shall have lien priority as specified in the NIA #2 Service and Assessment Plan Update and the PID Act.

Section 10. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Neighborhood Improvement Area #2 Special Assessments against the Neighborhood Improvement Area #2 Assessed Property by the City.

Section 11. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the NIA #2 Service and Assessment Plan Update, to be recorded in the real property records of Collin County.

Section 12. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 13. Effective Date.

This Ordinance shall take effect, and the levy of the Neighborhood Improvement Area #2 Special Assessments against the Neighborhood Improvement Area #2 Assessed Property, and the provisions and terms of the NIA #2 Service and Assessment Plan Update shall be and become effective upon passage and execution hereof.

PASSED AND ADOPTED, this April 9, 2019.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

City Secretary

(City Seal)

STATE OF TEXAS

§
§

COUNTY OF COLLIN

§

This instrument was acknowledged before me on the ____ day of _____, 2019 by Sean Terry and Vicki Faulkner, Mayor and Secretary, respectively, of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Name printed or typed

Commission Expires:_____

N-1

Notarization of City Authorization

1560.020\79740.2

EXHIBIT A

NIA #2 Service and Assessment Plan Update

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

Wells North Public Improvement District

Service and Assessment Plan
Updated for Neighborhood Improvement Area #2

Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On February 9, 2016, (the "**Creation Date**"), the City Council (the "**City Council**") of the City of Celina, Texas (the "**City**") approved Resolution No. 2016-12R, which authorized the creation of the Wells North Public Improvement District (the "**PID**") to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is located within the corporate limits of the City.

Chapter 372 of the Texas Local Government Code (as amended, the "**PID Act**"), governs the creation and operation of public improvement districts within the State of Texas. This Service and Assessment Plan (this "**SAP**") was prepared pursuant to the PID Act. The PID Act requires that a service plan "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements." The PID Act also requires a service plan "be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in **Section V** herein.

The Assessment Rolls for the PID are attached hereto as **Appendix A**, **Appendix B**, and **Appendix C** 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 as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP, (ii) Administrative Expenses, (iii) the portion of the interest on the Special Assessment designated for the Prepayment Reserve described in **Section IV** of this SAP, and (iv) the portion of the interest on the Special Assessment designated for the Delinquency Reserve described in **Section IV** of this SAP.

“Annual Service Plan Update” has the meaning set forth in **Section V** of this SAP.

“Assessed Property” or **“Assessed Properties”** means property on which Special Assessments have been levied as shown on the Assessment Rolls attached hereto as Appendix A, Appendix B, or Appendix C, as applicable (as each may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Ordinance” means each ordinance adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately as applicable, the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll and the Neighborhood Improvement Area #2 Assessment Roll included in this SAP as Appendix A, Appendix B, or Appendix C, respectively, as each may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act including those listed in **Section III.A** of this SAP.

“City” means the City of Celina, Texas.

“City Council” means the duly elected governing body of the City.

“Commercial Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Assessment Rolls and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

“County” means Collin County, Texas.

“Delinquency Reserve” has the meaning set forth in **Section IV.L** of this SAP.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent Special Assessment, or an Annual Installment thereof, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Celina Development North, LLC, a Texas limited liability company, including its successors and assigns.

“Development Agreement” means that certain "Amended and Restated Development Agreement (Wells North)" by and between the City and Celina Development North, LLC a Texas limited liability company, and related to the Property entered into as of March 29, 2016 as the same may be amended from time to time.

“Future Neighborhood Improvement Areas” means those Neighborhood Improvement Areas to be defined and developed after Neighborhood Improvement Area #1 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 in **Appendix D** and as depicted in **Appendix F**.

“Major Improvement Area Assessed Property” means, for any year, all Parcels within the Major Improvement Area other than Non-Benefited Property and listed in the Major Improvement Area Assessment Roll against which Special Assessments relating to the Major Improvement Area Projects are levied.

“Major Improvement Area Assessment Roll” means the document included in this SAP as **Appendix A**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of the Major Improvement Area Bonds or in connection with any Annual Service Plan Update.

“Major Improvement Area Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area Project) that are secured by Special Assessments levied on Major Improvement Area Assessed Property.

“Major Improvement Area Projects” means the Major Improvement Area's proportionate share of the Major Improvements.

“Neighborhood Improvement Area” means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within a Neighborhood Improvement Area other than the Non-Benefited Property will be assessed in connection with the issuance of PID Bonds for the Public Improvements (or the portion

thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

“Neighborhood Improvement Area #1” means the property within the PID as depicted on the map on **Table II.B** consisting of approximately 91.35 acres within the PID and as specifically described in **Appendix D** and as depicted in **Appendix F**.

“Neighborhood Improvement Area #1 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #1 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #1 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #1 Improvements are levied.

“Neighborhood Improvement Area #1 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #1 included in this SAP as **Appendix B**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #1 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #1 Assessed Property.

“Neighborhood Improvement Area #1 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #1 and are described in **Section III.C**; and, that are to be financed with Neighborhood Improvement Area #1 Bonds.

“Neighborhood Improvement Area #1 Projects” means the Neighborhood Improvement Area #1 Improvements and the portion of the Major Improvements described in **Section III.B** allocable to Neighborhood Improvement Area #1.

“Neighborhood Improvement Area #2” means the property within the PID as depicted on the map on **Table II.B** consisting of approximately 33.6 acres within the PID and as specifically described in **Appendix D** and as depicted in **Appendix F**.

“Neighborhood Improvement Area #2 Assessed Property” means, for any year, all Parcels within Neighborhood Improvement Area #2 other than Non-Benefited Property and listed in the Neighborhood Improvement Area #2 Assessment Roll against which Special Assessments relating to the Neighborhood Improvement Area #2 Improvements are levied.

“Neighborhood Improvement Area #2 Assessment Roll” means the Assessment Roll covering Neighborhood Improvement Area #2, as the same may be updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Neighborhood Improvement Area #2 Bonds” means those certain City of Celina, Texas Special Assessment Revenue Bonds, Series 20__ (Wells North Public Improvement District Neighborhood Improvement Area #2 Project) that are secured by Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Property, if and when issued by the City.

“Neighborhood Improvement Area #2 Improvements” means those Public Improvements that confer a special benefit solely on Neighborhood Improvement Area #2 and are described in **Section III.E**; and, that are to be financed with a PID Reimbursement Agreement and/or Neighborhood Improvement Area #2 Bonds.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to **Section VI.E** or **Section VI.F**, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in **Section VI.G**.

“Owner” means Celina Development North, LLC a Texas limited liability company.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Special Assessment Allocation” means 1% of the total Special Assessment for a specific Parcel or Neighborhood Improvement Area that is allocated to cover the PID benefit received by the Owner’s Association from the Public Improvements benefitting the Owner’s Association Property.

“Owner’s Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, to an owners’ association established for the benefit of a group of homeowners or property owners within the PID.

“Parcel” means a property identified by either a tax map identification number assigned by the Collin County Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID” means the Wells North Public Improvement District created by the City pursuant to Resolution No. 2016-12R approved February 9, 2016.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“PID Bonds” means the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds, the Neighborhood Improvement Area #2 Bonds, if and when issued, 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.

“PID Reimbursement Agreement” means that certain PID Reimbursement Agreement – Wells North, dated March 29, 2016 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

“Prepayment Costs” mean interest and Administrative Expenses, to the extent not paid in an Annual Installment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the PID Bonds secured by such Assessment, each to the date of prepayment and to the extent each is allowable by law.

“Prepayment Reserve” has the meaning set forth in **Section IV.K** of this SAP.

“Property” means the approximately 244.136 acres of property depicted and described by metes and bounds on Exhibit A to Resolution No. 2016-12R as adopted by City Council on February 9, 2016 as depicted on the map on **Table II.A** and as specifically described in **Appendix D** and as depicted in **Appendix F**.

“Public Improvements” mean the Authorized Improvements designed, constructed, and installed in accordance with this SAP for which Special Assessments are levied against the Assessed Property that receives a special benefit from such improvement.

“Public Property” means real property, right-of-way and easements located within the boundaries of the PID owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, prescription, or by plat.

“Residential Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Neighborhood Improvement Area #1 Assessment Roll and approval of this SAP for the future development of single family residential homes.

“Service and Assessment Plan” or **“SAP”** means this Wells North Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) approved by the City Council in the first Assessment Ordinance.

“Special Assessment” means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

“Trustee” means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

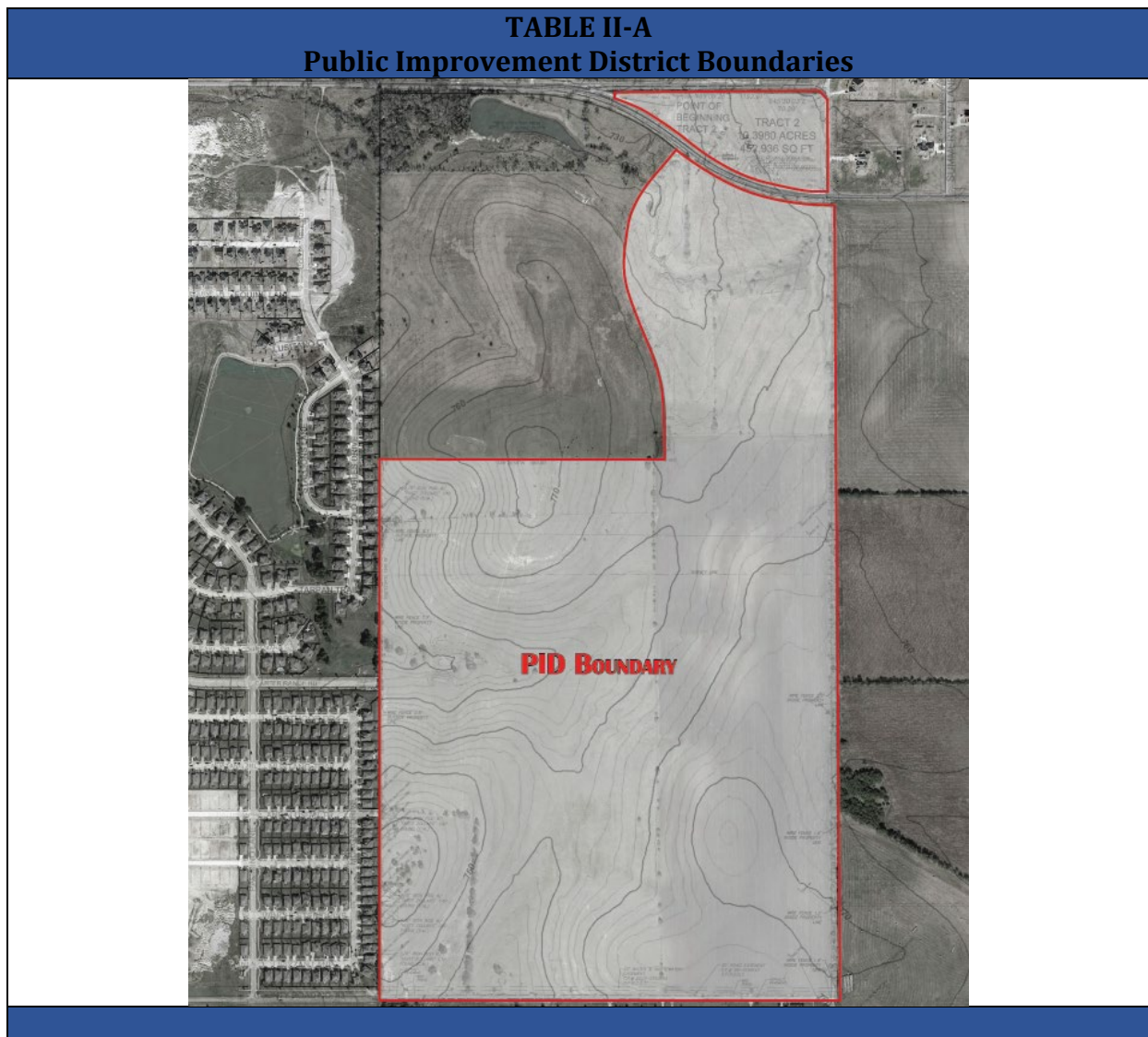
Section II

PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the Property and is currently located within the corporate limits of the City. The PID contains approximately 244.136 acres planned for development to include a combination of residential and commercial development as well as the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

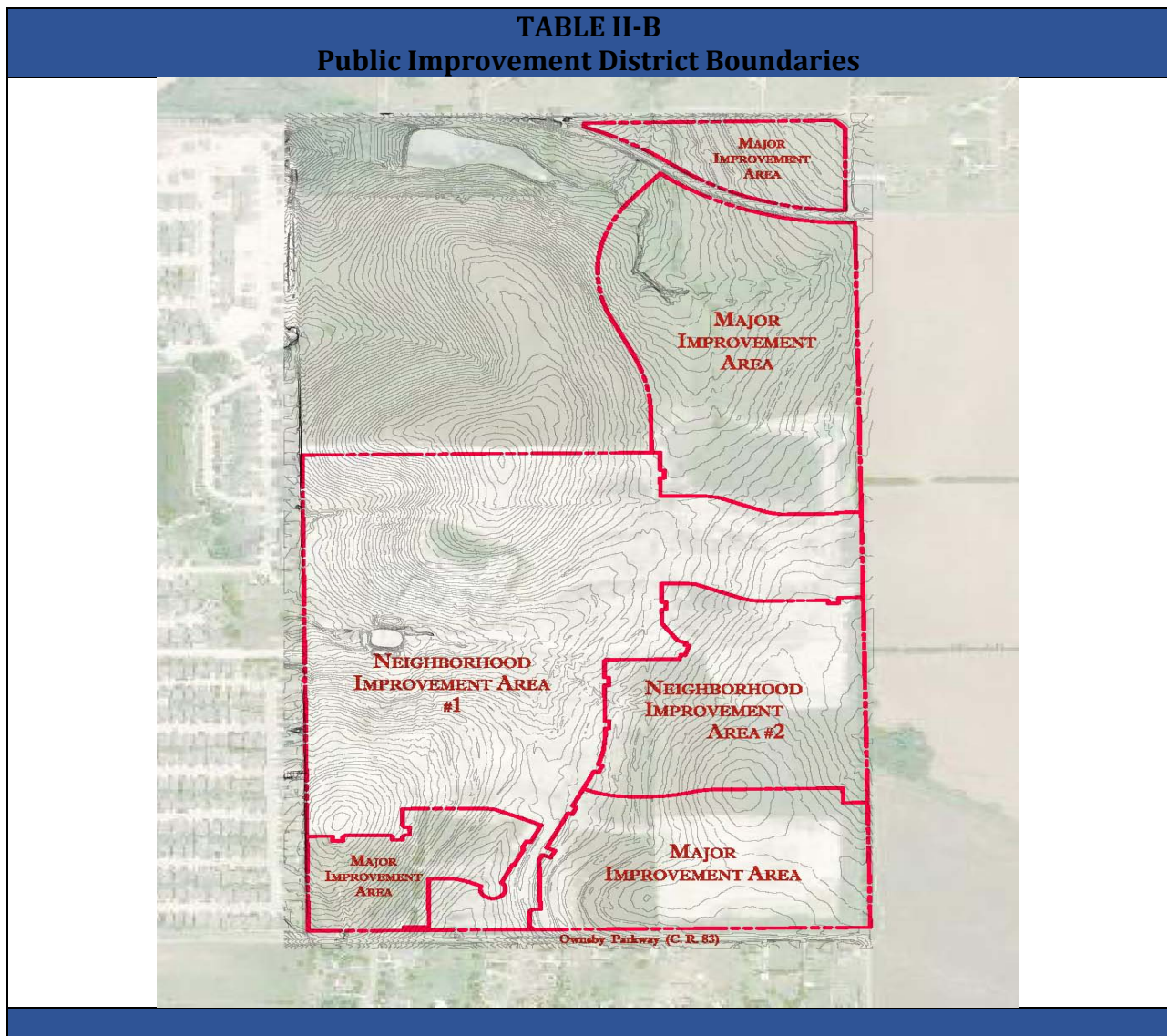
A map of the property within the PID is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in Appendix D.



B. Property Located in the Major Improvement Area and Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2

The Major Improvement Area consists of approximately 139.9 acres. Neighborhood Improvement Area #1 consists of approximately 91.35 acres consisting of 337 single family residential lots, developed in one phase and which are specially benefitted by the Public Improvements described in **Section III.C**. Neighborhood Improvement Area #2 consists of approximately 33.6 acres projected to consist of 174 single family residential lots, to be developed in one phase and which will be specially benefitted by the Neighborhood Improvement Area #2 Improvements described in **Section III.D**.

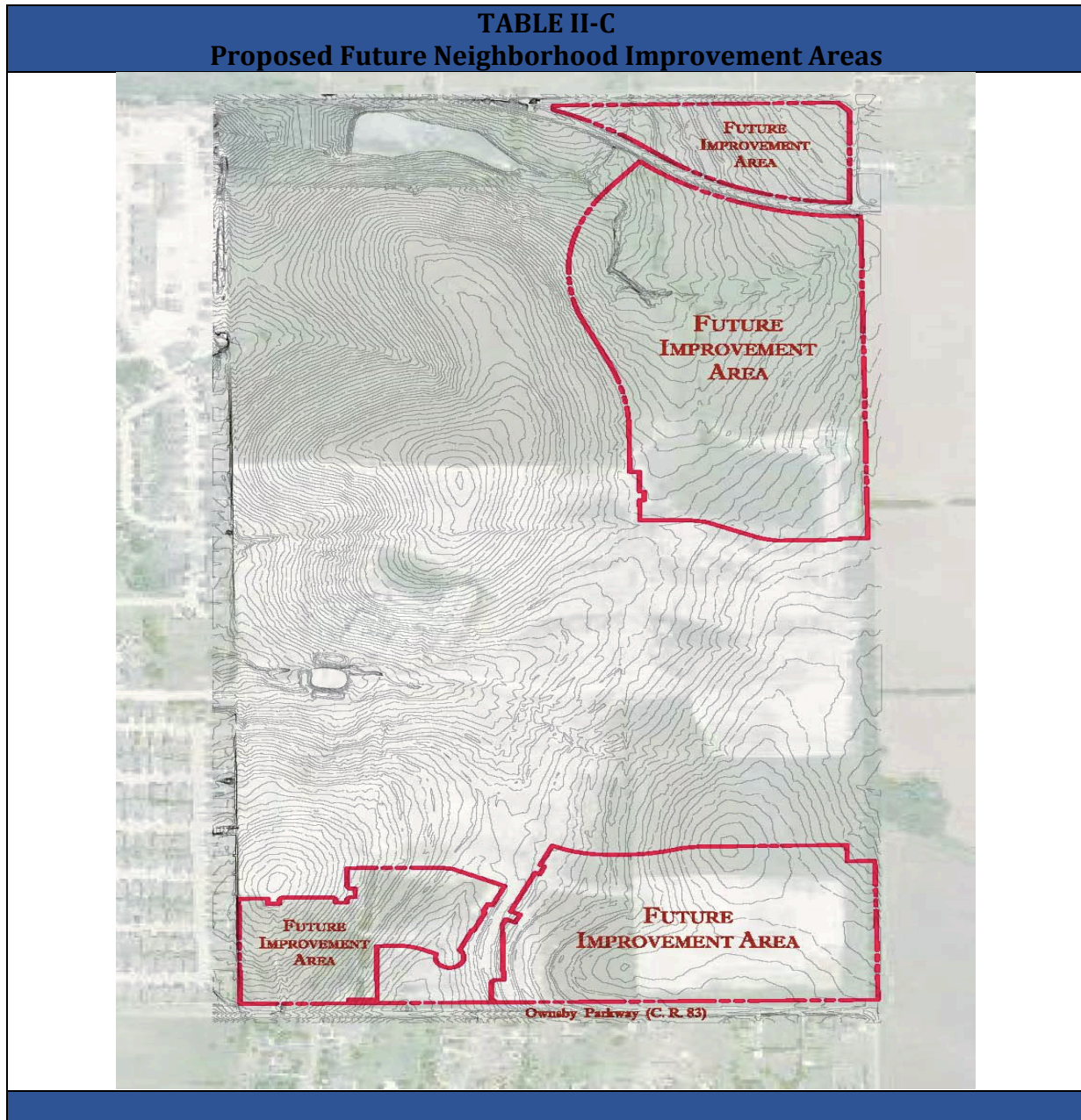
A map of the property within the Major Improvement Area, Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2 is shown in **Table II-B**. Legal descriptions for all Parcels within the PID are included in **Appendix D**.



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.



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) development, rehabilitation, or expansion of affordable housing.

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

B. Descriptions and Costs of Major Improvements

The Major Improvements benefit the entire PID. However, Major Improvement Area Assessed Property does not include Neighborhood Improvement Area #1 Assessed Property; therefore the costs of the Major Improvements are allocated proportionally between Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property based on the costs of neighborhood improvements planned within their respective boundaries. Major 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 \$3,534,000. 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:

- *Storm Drainage*
 - The storm drainage improvement portion of the Major Improvements consists of the construction of four detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards.
- *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.

- *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.
- *Road Improvements*
 - The road improvement portion of the Major Improvements consists of the construction of perimeter road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Major Improvement Area Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards.
- *CCN Certificate*
 - A portion of the proceeds will be used to reimburse the City for payments made to the Marilee Special Utility District (the “Marilee SUD”) to secure the release by the Marilee SUD in favor of the City of a water certificate of convenience and necessity (a “CCN”) for approximately 31.3 acres within the property in the District. Such release shall be pursuant to that certain Full and Final Settlement and Release between the City and Marilee SUD (formerly known as Gunter Special Utility District and Gunter Rural Water Supply Corporation) including the Addendums approved by those parties in March 2006, March 2009, and March 2011. The City holds a water certificate of convenience and necessity for the remaining portion of the property within the District.

Table III-B Major Improvements Costs			
Description	NIA #1	MIA	Total
<i>Authorized Improvements</i>			
Storm Drainage	161,000	302,000	463,000
Waste Water	202,000	377,000	579,000
Water	81,000	152,000	233,000
Road Improvements	517,000	968,000	1,485,000
ROW Acquisition	256,000	479,000	735,000
CCN Certificate	14,000	25,000	39,000
Total Authorized Improvements	\$ 1,231,000	\$ 2,303,000	\$ 3,534,000
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.			

C. Descriptions and Costs of Neighborhood Improvement Area #1 Projects

The Neighborhood Improvement Area #1 Projects are described below. **Table III-C** shows the estimated Actual Costs to construct the Neighborhood Improvement Area #1 Projects are \$6,423,000 and includes Neighborhood Improvement Area #1's allocable share of the Major Improvements described above in **Section III.B**. The proceeds of the Neighborhood Improvement Area #1 Bonds will only fund the Neighborhood Improvement Area #1 Projects which benefit Neighborhood Improvement Area #1 Assessed Property. The Actual Costs shown in **Table III-C** may be revised through Annual Service Plan Updates.

The Actual Costs for Neighborhood Improvement Area #1 Projects 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.

A description of the Neighborhood Improvement Area #1 Improvements follows:

- *Storm Drainage*
 - The storm drainage improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards.
- *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.

- *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.
- *Road Improvements*
 - The road improvement portion of the Neighborhood Improvement Area #1 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #1 Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards.
- *CCN Certificate*
 - A portion of the proceeds will be used to reimburse the City for payments made to the Marilee Special Utility District (the “Marilee SUD”) to secure the release by the Marilee SUD in favor of the City of a water certificate of convenience and necessity (a “CCN”) for approximately 31.3 acres within the property in the District. Such release shall be pursuant to that certain Full and Final Settlement and Release between the City and Marilee SUD (formerly known as Gunter Special Utility District and Gunter Rural Water Supply Corporation) including the Addendums approved by those parties in March 2006, March 2009, and March 2011. The City holds a water certificate of convenience and necessity for the remaining portion of the property within the District.

Table III-C Neighborhood Improvement Area #1 Costs			
Description	Major	Onsite	Total
<i>Authorized Improvements</i>			
Storm Drainage	161,000	621,000	782,000
Waste Water	202,000	579,000	781,000
Water	81,000	569,000	650,000
Road Improvements	517,000	3,423,000	3,940,000
ROW Acquisition	256,000	-	256,000
CCN Certificate	14,000	-	14,000
Total Authorized Improvements	\$ 1,231,000	\$ 5,192,000	\$ 6,423,000
Note: Costs provided by Huitt-Zollars Engineering. The figures shown in Table III-C may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.			

D. Descriptions and Costs of Neighborhood Improvement Area #2 Improvements

The Neighborhood Improvement Area #2 Improvements are described below. **Table III-D** shows the estimated Actual Costs to construct the Neighborhood Improvement Area #2 Improvements are \$2,877,835 and are distinct from Neighborhood Improvement Area #2's allocable share of the Major Improvements described above in **Section III.B**. The proceeds of the Neighborhood Improvement Area #2 Bonds, if and when issued, will only fund the Neighborhood Improvement Area #2 Improvements which benefit Neighborhood Improvement Area #2 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 #2 Improvements are to be funded initially from Special Assessments levied against the Neighborhood Improvement Area #2 Assessed Property under the terms of the PID Reimbursement Agreement and from funds contributed by the Developer. Upon issuance of the Neighborhood Improvement Area #2 Bonds, the obligations under the PID Reimbursement Agreement related to the Neighborhood Improvement Area #2 Improvements is anticipated to be paid from the proceeds of the Neighborhood Improvement Area #2 Bonds as described herein.

A description of the Neighborhood Improvement Area #2 Improvements follows:

- *Storm Drainage*
 - The storm drainage improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of detention ponds and appurtenances thereto to appropriately control and convey storm water. The storm drainage improvements will be constructed according to City standards.

- *Wastewater*
 - The wastewater improvement portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to Neighborhood Improvement Area #2 Assessed Property.
- *Water*
 - The water improvement portion of the Neighborhood Improvement Area #2 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Neighborhood Improvement Area #2 Assessed Property. The water improvements will be constructed according to City standards.
- *Road Improvements*
 - The road improvement portion of the Neighborhood Improvement Area #2 Improvements consists of the construction of road and thoroughfare improvements, including related paving, sidewalks, retaining walls, signage, and traffic control devices, and the acquisition of related rights-of-way, as described in the Development Agreement and which benefit the Neighborhood Improvement Area #2 Assessed Property. The City has determined that the acquisition of rights-of-way related to road improvements as described in the Development Agreement meets the requirements of its current policy on the financing of roadway rights-of-way through public improvement district assessments. The road improvements will be constructed according to City standards.

Table III-D

Costs of Authorized Improvements for Neighborhood Improvement Area #2

Description	Onsite	Total
Authorized Improvements		
Storm Drainage	\$ 303,359	\$ 303,359
Wastewater	358,803	\$ 358,803
Water	527,250	\$ 527,250
Road Improvements	1,019,559	\$ 1,019,559
Soft Costs	668,864	668,864
Total Authorized Improvements	\$ 2,877,835	\$ 2,877,835

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.

E. Future Neighborhood Improvement Area Improvements

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside each Future Neighborhood Improvement Area (e.g. a **Table III-E** will be added to show the costs for the specific Future Neighborhood Improvement Area Improvements financed within the specific Future Neighborhood Improvement Area being developed.)

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 Neighborhood Improvement Area #1 Projects which consist of Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements and all of the costs of the Neighborhood Improvement Area #1 Improvements. **Table IV-E** details the allocation of costs of the Neighborhood Improvement Area #2 Improvements benefitting the Neighborhood Improvement Area #2 Assessed Property.

This section of this Service and Assessment Plan is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Major Improvements, the Neighborhood Improvement Area #1 Improvements 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, Neighborhood Improvement Area #1 Improvements and the 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, the Neighborhood Improvement Area #1 Bonds and the PID Reimbursement Agreement as related to Neighborhood Improvement Area #2 are the only Special Assessments that can be addressed with reasonable certainty in this SAP update. As a result, this SAP will need to be amended by the City Council, if and when a Future Neighborhood Improvement Area is developed and Future Neighborhood Improvement Area Bonds, if any, are issued.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The Major Improvements are provided for the benefit of the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property; and, the Neighborhood Improvement Area #1 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #1 Assessed Property. The Neighborhood Improvement Area #2 Improvements are provided solely for the benefit of the Neighborhood Improvement Area #2 Assessed Property.

When the City Council approved the initial SAP, the Owner owned 100% of the Major Improvement Area Assessed Property and Neighborhood Improvement Area #1 Assessed Property. The Owner has acknowledged that the Major Improvements and Neighborhood Improvement Area #1 Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. When the City Council approved this updated SAP, the Owner owned 100% of the Neighborhood Improvement Area #2 Assessed Property. The Owner 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 of the Neighborhood Improvement Area #2 Improvements. The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) this SAP and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Major Improvement Area Assessed Property, the Neighborhood Improvement Area #1 Assessed Property and the Neighborhood Improvement Area #2 Assessed Property.

The City Council determined that funding the Actual Costs for the Major Improvements, 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, the Neighborhood Improvement Area #1 Improvements and the Neighborhood Improvement Area #2 Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Major Improvement Area Assessed Property, the Neighborhood Improvement Area #1 Assessed Property and the Neighborhood Improvement Area #2 Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

C. Allocation of Actual Costs of Major Improvements

The Major Improvements will provide a special benefit to the Property, other than the Non-Benefited Property, in the Major Improvement Area and the Property, other than the Non-Benefited Property, in the Neighborhood Improvement Area #1. The Actual Costs of the Major Improvements are, therefore, allocated to the Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property, as shown in

Table IV-C. The costs detailed in **Table IV-C** are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-C Cost Allocation of Major Improvements					
Authorized Improvement	Total Cost (a)	NIA #1 Major Improvements		MIA Major Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Storm Drainage	\$ 463,000	35%	\$ 161,000	65%	\$ 302,000
Waste Water	579,000	35%	202,000	65%	377,000
Water	233,000	35%	81,000	65%	152,000
Road Improvements	1,485,000	35%	517,000	65%	968,000
ROW Acquisition	735,000	35%	256,000	65%	479,000
CCN Certificate	39,000	36%	14,000	64%	25,000
Total Authorized Improvements	\$ 3,534,000		\$ 1,231,000		\$ 2,303,000

(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.

D. Allocation of Actual Costs of Neighborhood Improvement Area #1 Projects

The Neighborhood Improvement Area #1 Projects include the Neighborhood Improvement Area #1 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #1, plus an allocable share of the Major Improvements as described in **Section IV.C** above. The Actual Costs of the Neighborhood Improvement Area #1 Projects are, therefore, allocated entirely to Neighborhood Improvement Area #1 Assessed Property, as shown in **Table IV-D**. The costs detailed in **Table IV-D** are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-D Cost Allocation of Neighborhood Improvement Area #1 Projects					
Authorized Improvement	Total Cost (a)	NIA #1 Major Improvements		NIA #1 Onsite Improvements	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Storm Drainage	\$ 782,000	21%	\$ 161,000	79%	\$ 621,000
Waste Water	781,000	26%	202,000	74%	579,000
Water	650,000	12%	81,000	88%	569,000
Road Improvements	3,940,000	13%	517,000	87%	3,423,000
ROW Acquisition	256,000	100%	256,000	0%	-
CCN Certificate	14,000	100%	14,000	0%	-
Total Authorized Improvements	\$ 6,423,000		\$ 1,231,000		\$ 5,192,000

(a) See Table III-C for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

E. Allocation of Actual Costs of Neighborhood Improvement Area #2 Improvements

The Neighborhood Improvement Area #2 Improvements include the Neighborhood Improvement Area #2 Improvements which will provide a special benefit only to the Property, other than the Non-Benefited Property, in Neighborhood Improvement Area #2. The Actual Costs of the Neighborhood Improvement Area #2 Improvements are, therefore, allocated entirely to Neighborhood Improvement Area #2 Assessed Property, as shown in **Table IV-E**. The costs detailed in **Table IV-E** are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table IV-E			
Cost Allocation of Neighborhood Improvement Area #2 Projects			
Authorized Improvement	Total Cost (a)	NIA #2 Onsite Improvements	
		% Allocation	Share of Costs
Storm Drainage	\$ 303,359	100%	\$ 303,359
Wastewater	\$ 358,803	100%	\$ 358,803
Water	\$ 527,250	100%	\$ 527,250
Road Improvements	\$ 1,019,559	100%	\$ 1,019,559
Subtotal	\$ 2,208,971		\$ 2,208,971
Soft Costs	\$ 668,864	100%	\$ 668,864
Total Authorized Improvements	\$ 2,877,835		\$ 2,877,835

(a) See Table III-D for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

F. Allocation of Actual Costs of Future Improvement Area Improvements

As Future Neighborhood Improvement Areas are developed and Future Neighborhood Improvement Area Bonds are issued, this SAP will be amended to identify the specific Future Neighborhood Improvement Area Improvements that confer a special benefit to the property inside such Future Neighborhood Improvement Areas (e.g. **Table IV-F** will be created and amended to show the allocation of Actual Costs for Future Neighborhood Improvement Area Improvements.)

G. Special Assessment Methodology

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

- *Assessment Methodology for 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 at the time the Assessment Ordinance relating to the Major Improvement Area Bonds was adopted by the City Council.

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'	174	\$ 54,375,000	\$ 821,593	\$ 70,775	\$ 4,722	\$ 407	\$	0.13
	60'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	70'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	HOA			\$ 8,299	\$ 715				
	Subtotal	174	\$ 54,375,000	\$ 829,892	\$ 71,490				
Phase 3	50'	21	\$ 6,693,750	\$ 101,141	\$ 8,713	\$ 4,816	\$ 415	\$	0.13
	60'	93	\$ 35,572,500	\$ 537,492	\$ 46,301	\$ 5,779	\$ 498	\$	0.13
	70'	23	\$ 9,775,000	\$ 147,698	\$ 12,723	\$ 6,422	\$ 553	\$	0.13
	HOA			\$ 7,943	\$ 684				
	Subtotal	137	\$ 52,041,250	\$ 794,273	\$ 68,421				
Phase 4	50'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
	60'	58	\$ 22,185,000	\$ 335,210	\$ 28,876	\$ 5,779	\$ 498	\$	0.13
	70'	2	\$ 860,000	\$ 12,994	\$ 1,119	\$ 6,497	\$ 560	\$	0.13
	HOA			\$ 3,517	\$ 303				
	Subtotal	60	\$ 23,045,000	\$ 351,721	\$ 30,298				
Phase 5	50'	63	\$ 20,475,000	\$ 309,372	\$ 26,650	\$ 4,911	\$ 423	\$	0.13
	60'	87	\$ 33,930,000	\$ 512,674	\$ 44,163	\$ 5,893	\$ 508	\$	0.13
	70'	24	\$ 10,560,000	\$ 159,559	\$ 13,745	\$ 6,648	\$ 573	\$	0.13
	Commercial	61,855	\$ 7,113,325	\$ 107,481	\$ 9,259	\$ 1.74	\$ 0.15	\$	0.13
	Commercial	90,605	\$ 10,419,575	\$ 157,437	\$ 13,562	\$ 1.74	\$ 0.15	\$	0.13
	HOA			\$ 12,591	\$ 1,085				
	Subtotal	174	\$ 82,497,900	\$ 1,259,114	\$ 108,464				
Total		545	\$ 211,959,150	\$ 3,235,000	\$ 278,674				

Note: Estimates are based on updated Lot counts and estimated buildout values provided by the Developer as part of this SAP update. Although the actual unit counts and estimated unimproved land value may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds. The above allocations are calculated based on 5.38% 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.

- *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.

Table IV-G.2 Neighborhood Improvement Area #1 Updated Special Assessment Allocation								
	Lot Size	Units/SF	Estimated	Total Special	Annual	Special	Annual	Equivalent
			Build Out Value	Assessment	Installment (1 st Full Year After Cap I)	Assessment Per Unit/SF	Installment Per Unit/SF	Tax Rate (per \$100/AV)
Phase 1	50'	184	\$ 57,468,000	\$ 3,186,596	\$ 240,867	\$ 17,318	\$ 1,309	\$ 0.42
	60'	149	\$ 55,378,800	\$ 3,070,750	\$ 232,111	\$ 20,609	\$ 1,558	\$ 0.42
	70'	4	\$ 1,864,800	\$ 103,403	\$ 7,816	\$ 25,851	\$ 1,954	\$ 0.42
	HOA			\$ 64,250	\$ 4,857			
	Total	337	\$ 114,711,600	\$ 6,425,000	\$ 485,650			
Note: Estimates 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 allocations are calculated using 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.								

- *Assessment Methodology for Neighborhood Improvement Area #2*

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Neighborhood Area #2 Improvements to be financed with the PID Reimbursement Agreement and/or Neighborhood Improvement Area #2 Bonds shall be allocated to the Neighborhood Improvement Area #2 Assessed Property by spreading the entire Special Assessment 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 Improvements benefitting Neighborhood Area #2, the City Council has determined that the benefit to the Neighborhood Area #2 Assessed Property from the Neighborhood Area #2 Improvements is at least equal to the Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Property.

The Special Assessments and Annual Installments for each Parcel or Lot located in Neighborhood Improvement Area #2 are shown on the Assessment Roll, attached as **Appendix D**, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. **Table IV-G.3** summarizes the initial allocation of the Special Assessment relating to the Neighborhood Improvement Area #2 Assessed Property at the time the Assessment Ordinance approving this Service and Assessment Plan update was adopted by the City Council. This SAP will be updated in the future by the City Council for the issuance of Neighborhood Improvement Area #2 Bonds.

Table IV-G.3 Neighborhood Improvement Area #2 Special Assessment Allocation									
	Lot Size	Units/SF	Estimated	Total Special	Average	Special	Annual	Equivalent	Tax Rate (per \$100/AV)
			Build Out Value	Assessment	Annual Installment	Assessment Per Unit/SF	Installment Per Unit/SF	Tax Rate (per \$100/AV)	
Phase 2	50'	174	\$ 54,375,000	\$ 1,881,000	\$ 157,714	\$ 10,810	\$ 906	\$ 0.29	
	60'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	70'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	HOA	-	\$ -	\$ 19,000	\$ 1,593	\$ -	\$ -	\$ -	
	Total	174	\$ 54,375,000	\$ 1,900,000	\$ 159,307			\$ 0.29	
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 Reimbursement Agreement or PID Bonds. The above amounts are based on an interest rate of 5.00% a 30 year term for the applicable PID Reimbursement Agreement or PID Bonds, and an annual administrative expense of \$25,000 increasing at 2.0% per year.									

Neighborhood Improvement Area #2 Assessed Property is part of the Major Improvement Area Assessed Property. As shown in **Table IV-G.1**, the Special Assessments related to the Major Improvement Area Bonds have been allocated to Neighborhood Improvement Area #2, representing Neighborhood Improvement Area #2 Assessed Property, and the remaining Future Improvement Areas. The Special Assessments related to the Neighborhood Improvement Area #2 Improvements for the benefit of the Neighborhood Improvement Area #2 Assessed Property are shown in **Table IV-G.3**. As a result, the combined Special Assessment on the Neighborhood Improvement Area #2 Assessed Property, representing the proportional share of the Special Assessments for Major Improvement Bonds and the Special Assessments for the Neighborhood Improvement Area #2 Improvements or the benefit of the Neighborhood Improvement Area #2 Assessed Property is shown in **Table IV-G.4**.

Table IV-G.4 Neighborhood Improvement Area #2 Special Assessment Allocation (combined)								
	Lot Size	Units/SF	Estimated	Total Special	Total Average	Combined	Combined	Equivalent
			Build Out Value	Assessment	Annual Installment	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Tax Rate (per \$100/AV)
Phase 2	50'	174	\$ 54,375,000	\$ 2,702,593	\$ 228,488	\$ 15,532	\$ 1,313	\$ 0.42
	60'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	70'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	HOA	-	\$ -	\$ 27,299	\$ 2,308	\$ -	\$ -	\$ -
	Total	174	\$ 54,375,000	\$ 2,729,892	\$ 230,796			\$ 0.42

Note: The combined amounts show the Phase 2 proportional share of the Special Assessment for Major Improvement Assessments shown in Table IV-F.1 and the Special Assessments for Neighborhood Improvement Area #2 shown in Table IV-F-3 above. Estimates based on updated information provided by the Developer as part of this update to the SAP.

- *Assessment Methodology for Future Neighborhood Improvement Areas*

When and if the Future Neighborhood Improvement Areas are developed and the issuance of Future Neighborhood Improvement Area Bonds are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Neighborhood Improvement Area Improvements on Assessed Property similarly benefited within that Future Neighborhood Improvement Area.

H. Special Assessment and Annual Installments

The Special Assessments for the Major Improvement Area Bonds, the Neighborhood Improvement Area #1 Bonds and the Neighborhood Improvement Area #2 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 and the Neighborhood Improvement Area #2 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.

I. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel or Lot based on the amount of outstanding assessment remaining on the Parcel or Lot. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll and the Neighborhood Improvement Area #2 Assessment Roll, shown on **Appendix A**, **Appendix B**, and **Appendix C**, respectively, which are subject to revision through Annual Service Plan Updates.

J. Excess Interest Rate

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on bonds issued by a PID by no more than one half of one percent (0.50%) per annum, (the “Excess Interest Rate”). Forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e. 0.20%) per annum will be dedicated to fund the Prepayment Reserve as described in **Section IV.K** below. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e. 0.30%) per annum is dedicated to the Delinquency Reserve as described in **Section IV.L** below.

K. Prepayment Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which related PID Bonds are actually redeemed (the “**Prepayment Reserve**”). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve is fully funded at 1.5% of the par amount of the PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses as set forth in the Indenture.

L. Delinquency Reserve

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. This additional reserve (the “**Delinquency Reserve**”) 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. The Major Improvement Area Projects and the Neighborhood Improvement Area #1 Projects have been constructed and accepted by the City. It is anticipated that it will take approximately 3 to 4 months to complete the Neighborhood Improvement Area #2 Improvements and for the City to accept such improvements.

The Actual Costs for the Major Improvement Area Projects plus costs related to the issuance of the Major Improvement Area Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$3,454,050 as shown in **Table V-A**. The Actual Costs for the Neighborhood Improvement Area #1 Projects plus costs related to the issuance of the Neighborhood Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$8,209,506 as shown in **Table V-B**. The Actual Costs for the Neighborhood Improvement Area #2 Improvements that will benefit Neighborhood Improvement Area # 2 Assessed Property plus costs related to financing such improvements, and payment of expenses incurred in the administration and operation of the PID is \$2,877,835 as shown in **Table V-C**. 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** and **Appendix C**. Any update to this SAP is herein referred as an “Annual Service Plan Update.”

Table V-A summarizes the sources and uses of funds required to construct the Major Improvement Area Projects, establish the PID, and issue the Major Improvement Area Bonds. The sources and uses of funds shown in **Table V-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-B summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #1 Projects, establish the PID, and issue the Neighborhood Improvement Area #1 Bonds. The sources and uses of funds shown in **Table V-B** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any.

Table V-C summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #2 Improvements that will benefit the Neighborhood Improvement Area #2 Assessed Property, pay a portion of the costs related to the administration and operation of the PID and to finance such improvements. The sources and uses of funds shown in **Table V-C** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and if and when Neighborhood Improvement Area #2 Bonds are issued.

Table V-A Major Improvement Area Bonds Sources and Uses of Funds	
Sources of Funds	
Gross Bond Amount	\$ 3,235,000
Development Agreement Contributions (a)	219,050
Owner Contribution (b)	-
	<u>\$ 3,454,050</u>
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	<u>\$ 2,303,000</u>
Development Agreement Contributions:	
City of Celina Regional Park Improvements	<u>\$ 219,050</u>
Other Fund Deposits:	
Debt Service Reserve Fund (d)	\$ 230,663
Capitalized Interest (e)	403,901
	<u>\$ 634,564</u>
Cost of Issuance:	<u>\$ 200,386</u>
Underwriter's Discount/Underwriter's Counsel (f):	<u>\$ 97,050</u>
	<u>\$ 3,454,050</u>
(a) Per the Development Agreement, the Developer is obligated to make certain payments at the closing of the PID Bonds. These payments are not PID qualified improvements and are not security for the PID Bonds. (b) Developers will fund all costs not covered by the PID Bonds. (c) See Table III-B and Table IV-C for details. (d) The PID Bonds will include a debt service reserve fund calculated in accordance with IRS rules. (e) The PID Bonds will include 28.83 months of capitalized (f) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.	

Table V-B Neighborhood Improvement Area #1 Bonds Sources and Uses of Funds	
Sources of Funds	
Gross Bond Amount	\$ 6,425,000
Development Agreement Contributions (a)	365,950
Owner Contribution (b)	1,418,556
	<u>\$ 8,209,506</u>
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (c)	<u>\$ 6,423,000</u>
Development Agreement Contributions:	
City of Celina Regional Park Improvements	<u>\$ 365,950</u>
Other Fund Deposits:	
Debt Service Reserve Fund (d)	\$ 447,313
Capitalized Interest (e)	440,494
	<u>\$ 887,806</u>
Cost of Issuance:	<u>\$ 340,000</u>
Underwriter's Discount/Underwriter's Counsel (f):	<u>\$ 192,750</u>
	<u>\$ 8,209,506</u>
(a) Per the Development Agreement, the Developer is obligated to make certain payments at the closing of the PID Bonds. These payments are not PID qualified improvements and are not security for the PID Bonds. (b) Developers will fund all costs not covered by the PID Bonds. (c) See Table III-C and Table IV-D for details. (d) The PID Bonds will include a debt service reserve fund calculated in accordance with IRS rules. (e) The PID Bonds will include 16.67 months of capitalized (f) The PID Bonds will have a 3% Underwriter's Discount and Underwriter's Counsel Fee.	

Table V-C Neighborhood Improvement Area #2 Assessments Estimated Sources and Uses of Funds	
Sources of Funds	
Assessments	\$ 1,900,000
Owner Contribution (a)	977,835
	<u>\$ 2,877,835</u>
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (b)	\$ 2,877,835
Other costs	-
	<u>\$ 2,877,835</u>
(a) Owners will fund all costs not covered by the Assessments being levied on the Neighborhood Improvement Area #2 Assessed Property. (b) See Table III-D for details.	

The projected Annual Installments for the first five years after the approval of this SAP update for the Major Improvement Area Bonds are presented in **Table V-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 September 30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual PID Installments
2016	\$ -	\$ 62,576	\$ -	\$ -	\$ -	\$ -	\$ (62,576)	\$ -
2017	\$ -	\$ 170,663	\$ 30,600	\$ 6,470	\$ 9,705	\$ -	\$ (170,663)	\$ 46,775
2018	\$ -	\$ 170,663	\$ 31,212	\$ 6,470	\$ 9,705	\$ -	\$ (170,663)	\$ 47,387
2019	\$ 60,000	\$ 170,663	\$ 31,836	\$ 6,470	\$ 9,705	\$ -	\$ -	\$ 278,674
2020	\$ 60,000	\$ 167,888	\$ 32,473	\$ 6,350	\$ 9,525	\$ -	\$ -	\$ 276,235
2021	\$ 65,000	\$ 165,113	\$ 33,122	\$ 6,230	\$ 9,345	\$ -	\$ -	\$ 278,810
Total	\$ 185,000	\$ 907,564	\$ 159,244	\$ 31,990	\$ 47,985	\$ -	\$ (403,901)	\$ 927,881

Note: The Projected Annual Projected Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on a 5.38% interest rate, 0.50% additional interest for the Prepayment Reserve and the Delinquency Reserve and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2% per year.

The 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 September 30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual PID Installments
2016	\$ -	\$ 118,181	\$ -	\$ -	\$ -	\$ -	\$ (118,181)	\$ -
2017	\$ -	\$ 322,313	\$ 30,600	\$ 12,850	\$ 19,275	\$ -	\$ (322,313)	\$ 62,725
2018	\$ 100,000	\$ 322,313	\$ 31,212	\$ 12,850	\$ 19,275	\$ -	\$ -	\$ 485,650
2019	\$ 100,000	\$ 317,938	\$ 31,836	\$ 12,650	\$ 18,975	\$ -	\$ -	\$ 481,399
2020	\$ 125,000	\$ 313,563	\$ 32,473	\$ 12,450	\$ 18,675	\$ -	\$ -	\$ 502,160
2021	\$ 125,000	\$ 308,094	\$ 33,122	\$ 12,200	\$ 18,300	\$ -	\$ -	\$ 496,716
Total	\$ 450,000	\$ 1,702,400	\$ 159,244	\$ 63,000	\$ 94,500	\$ -	\$ (440,494)	\$ 2,028,650

Note: The Projected Annual Projected Installments are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service estimates are based on a 5.13% interest rate, 0.50% additional interest for the Prepayment Reserve and the Delinquency Reserve and a 30 year term for the initial series of PID Bonds. Administrative expenses are estimated to increase at a rate of 2% per year.

The projected Annual Installments for the first five years after the approval of this SAP for the Neighborhood Improvement Area #2 Improvements are presented in **Table V-F**. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

**Table V-F
Neighborhood Improvement Area #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
2019	\$ 25,000	\$ 95,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145,000
2020	\$ 25,000	\$ 93,750	\$ 25,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144,250
2021	\$ 25,000	\$ 92,500	\$ 26,010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,510
2022	\$ 25,000	\$ 91,250	\$ 26,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 142,780
2023	\$ 25,000	\$ 90,000	\$ 27,061	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 142,061
2024	\$ 25,000	\$ 88,750	\$ 27,602	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141,352
Total	\$ 150,000	\$ 551,250	\$ 157,703	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 858,953

Note: The Annual Projected Debt Service and Administrative Expenses are the expenditures associated with the formation of the PID and the administration of the PID. The debt service amounts are based on an average 5.00% interest rate and a 30 year term for the applicable Assessments. 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) to fund the Prepayment Reserve for the Major Improvement Area Bonds, (iii) to fund the Delinquency Reserve for the Major Improvement Area Bonds, and (iv) to cover the Administrative Expenses of the Major Improvement Area.

B. Amount of Special Assessments and Annual Installments for Parcels Located Within Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2

The Special Assessments and Annual Installments for each Neighborhood Improvement Area #1 Assessed Property are shown on the Neighborhood Improvement Area #1 Assessment Roll in **Appendix B**. The Special Assessments and Annual Installments for each Neighborhood Improvement Area #2 Assessed Property are shown on the Neighborhood Improvement Area #2 Assessment Roll in **Appendix C**.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #1 Assessed Property in an amount sufficient to pay (i) the principal and interest on the Neighborhood Improvement Area #1 Bonds, (ii) to fund the Prepayment Reserve for the Neighborhood Improvement Area #1 Bonds, (iii) to fund the Delinquency Reserve for the Neighborhood Improvement Area #1 Bonds, and (iv) to cover the Administrative Expenses of Neighborhood Improvement Area #1.

The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected from Neighborhood Improvement Area #2 Assessed Property in an amount sufficient to pay (i) the principal and interest on the amounts due under the PID Reimbursement Agreement for costs related to the Neighborhood Improvement Area #2 Improvements and/ or principal and interest on the Neighborhood Improvement Area #2 Bonds, if issued, and (ii) to cover the Administrative Expenses of Neighborhood Improvement Area #2.

C. Amount of Special Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas

When and if Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the Special Assessment and Annual Installments associated with the costs of Future Neighborhood Improvement Area Improvements for each Parcel or Lot located within a Future Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by the Assessed Property.

D. Reallocation of Assessments for Parcels Located Within the Major Improvement Area, Neighborhood Improvement Area #1 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 F** ("the Parcel Map"). The number of each type of Lot contained in each Parcel was counted and the amount of Special Assessments shown on **Table IV-G.1, Table IV-G.2** and **Table IV-G.3** 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 174 50' Lots, as well as the Owner's Association Special Assessment Allocation. Accordingly, the Special Assessment for the phase 2 Parcel is \$821,593, As Lots are platted in accordance with the Parcel Map, each Lot will be assessed the Special Assessment that it was assigned pursuant to **Table IV-G.1, Table IV-G.2** and **Table IV-G.3**.

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.3**.

- *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.3**, 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.3**.

- *Upon Consolidation*

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

- *Upon Change from a Commercial Parcel to a Residential Parcel*

Should an owner of an Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the Special Assessment and all Prepayment Costs for each Lot on the affected Assessed Property to a level equal to the average Special Assessment that a Lot within its similar Lot type is assessed.

E. Reallocation of Assessments for Parcels Located Within Future Neighborhood Improvement Areas

As Future Neighborhood Improvement Areas are developed, this SAP will be amended to determine the assessment reallocation methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within each Future Neighborhood Improvement Area.

F. Mandatory Prepayment of Assessments

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel, Lot or portion thereof prior to any such transfer or act.

G. Reduction of Special Assessments

If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Special

Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

Similarly, if the City does not undertake some of the Public Improvements to be funded with a series of PID Bonds resulting in excess PID Bond proceeds then the City shall, at its discretion and in accordance with the Indenture related to such series of PID Bonds, reduce the Special Assessment securing the PID Bonds for each Assessed Property pro-rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in the paragraph immediately above. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.

H. Payment of Special Assessments

- *Payment in Full*
 - The Special Assessment for any Parcel or Lot may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.
 - If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
 - Upon payment in full of a Special Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment for the Parcel or Lot shall be reduced to zero, and the Parcel or Lot owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."
 - At the option of a Parcel or Lot owner, the Special Assessment on any Parcel or Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such amount for a Parcel or Lot, the Special Assessment for the Parcel or Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel or Lot shall be reduced to the extent the partial payment is made.

- *Payment of Annual Installments*

- If a Special Assessment is not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel or Lot that is not paid in full will be collected in Annual Installments each year in the amounts shown in the applicable Assessment Roll and which includes interest on the outstanding Special Assessment and Administrative Expenses.
- The Annual Installments as listed on the Major Improvement Area Assessment Roll, and the Neighborhood Improvement Area #1 Assessment Roll, have been calculated using an interest rate on the Major Improvement Area Bonds of 5.38%, an interest rate on the Neighborhood Improvement Area #1 Bonds of 5.13%. The Annual Installments shown in the Neighborhood Improvement Area #2 Assessment Roll have been calculated using an interest rate on the Neighborhood Improvement Area #2 Improvements of 5.00%. The Annual Installments may not exceed 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, except pursuant to any amendment or update to this SAP.
- The Annual Installments shall be reduced to equal the actual costs of repaying the related series of PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.
- The City reserves and shall have the right and option to refund PID Bonds in accordance with Section 372.027 of the PID Act and the Indenture related to such PID Bonds. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, shall adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Special Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute "PID Bonds" for purposes of this SAP.

I. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments before Administrative Expenses for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Special Assessment against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Major Improvement Area Bonds and the Neighborhood Improvement Area #1 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2017.

Collection of the initial Annual Installments relating to the Neighborhood Improvement Area #2 Improvements that benefit the Neighborhood Improvement Area #2 Assessed Property will be due when billed, and will be delinquent if not paid prior to the first February 1 following the earlier of (i) the recording of a final subdivision plat in the official public records of the County for the Neighborhood Improvement Area #2 Assessed Property, (ii) upon issuance of the Neighborhood Improvement Area #2 Bonds, or (iii) the second anniversary of the date of Assessment levy.

J. Surplus Funds Remaining in the Major Improvement Area Bond Account

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.G** of this SAP.

K. **Surplus Funds Remaining in the Neighborhood Improvement Area # 1 Bond Account**

If proceeds from the Neighborhood Improvement Area # 1 Bonds still remain after all of the Neighborhood Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with **Section VI.G** of this SAP.

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 has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. **Table VII-A** summarizes the \$3,235,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvements Area Projects, a portion of the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is \$3,235,000, which is equal to the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Special Assessment to be applied to all the Major Improvement Area Assessed Property is \$3,235,000 plus annual Administrative Expenses. The Special Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in **Section IV-G**. The Major Improvement Area Assessment Roll is attached hereto as **Appendix A**.

Table VII-A Major Improvement Area Bonds Special Benefit Summary	
Special Benefit	Total Cost
<i>Major Improvement Area Bonds</i>	
Total Authorized Improvements (a)	\$ 2,303,000
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 230,663
Capitalized Interest	\$ 403,901
Underwriter's Discount/Underwriter's Counsel	\$ 97,050
Cost of Issuance	\$ 200,386
PID Formation/Bond Cost of Issuance	\$ 932,000
Total Special Benefit	\$ 3,235,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 3,235,000
Projected Special Assessment	\$ 3,235,000
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 has been assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #1 Projects. **Table VII-B** summarizes the \$7,843,556 in special benefit received by the Neighborhood Improvement Area #1 Property from the Neighborhood Improvement Area #1 Projects, a portion of the costs of the PID formation, and the Neighborhood Improvement Area #1 Bond issuance costs. The par amount of the Neighborhood Improvement Area #1 Bonds is \$6,425,000, which is less than the benefit received by the Neighborhood Improvement Area #1 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #1 Assessed Property is \$7,843,556 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in **Section IV-G**. The Neighborhood Improvement Area #1 Assessment Roll is attached hereto as **Appendix B**.

Table VII-B Neighborhood Improvement Area #1 Bonds Special Benefit Summary	
Special Benefit	Total Cost
<i>Neighborhood Improvement Area #1 Bonds</i>	
Total Authorized Improvements (a)	\$ 6,423,000
<i>PID Formation/Bond Cost of Issuance</i>	
Reserve Fund	\$ 447,313
Capitalized Interest	\$ 440,494
Underwriter's Discount/Underwriter's Counsel	\$ 192,750
Cost of Issuance	\$ 340,000
PID Formation/Bond Cost of Issuance	\$ 1,420,556
Total Special Benefit	\$ 7,843,556
<i>Special Benefit</i>	
Total Special Benefit	\$ 7,843,556
Projected Special Assessment	\$ 6,425,000
Excess Benefit	\$ 1,418,556
(a) See Table III-C for details.	

C. Neighborhood Improvement Area #2 Assessment Roll

The City Council has evaluated each Parcel in Neighborhood Improvement Area #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Neighborhood Improvement Area #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Neighborhood Improvement Area #2 Improvements that benefit the Neighborhood Improvement Area #2 Assessed Property. **Table VII-C** summarizes the \$2,877,835 in special benefit received by the Neighborhood Improvement Area #2 Assessed Property from the Neighborhood Improvement Area #2 Improvements, a portion of the costs of the PID administration, and costs related to financing the Neighborhood Improvement Area #2 Improvements. The amount of the Neighborhood Improvement Area #2 Improvements to be financed by Special Assessments levied against the Neighborhood Improvement Area #2 Assessed Property is \$1,900,000, which is less than the benefit received by the Neighborhood Improvement Area #2 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Neighborhood Improvement Area #2 Assessed Property is \$1,900,000 plus annual Administrative Expenses. The Special Assessment for each Neighborhood Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in **Section IV-G**. The Neighborhood Improvement Area #2 Assessment Roll is attached hereto as **Appendix C**.

Table VII-C Neighborhood Improvement Area #2 Improvements Special Benefit Summary	
Authorized Improvement	Total Cost (a)
<i>Neighborhood Improvement Area #2 Improvements</i>	
Total Authorized Improvements	\$ 2,877,835
Total Special Benefit	\$ 2,877,835
<i>Special Benefit</i>	
Total Special Benefit	\$ 2,877,835
Projected Special Assessment	\$ 1,900,000
Excess Benefit	\$ 977,835
(a) See Table III-D for details.	

A. 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).

B. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this SAP and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); (iv) a listing of the major property owners within the PID; and (v) payments of the Special Assessment, if any, as provided by **Section VI.H** of this SAP.

The Annual Service Plan Update shall reflect the actual interest on the Major Improvement Area Bonds, and the Neighborhood Improvement Area #1 Bonds, any reduction in the Major Improvement Area Special Assessments or Neighborhood Improvement Area #1 Special Assessments, and any revisions in the Actual Costs to be funded by the Major Improvement Area Bonds, and the Neighborhood Improvement Area #1 Bonds.

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

Appendix A Special Assessment by Parcel				
Phase	Owner	PID Bond Special Assessment	Equivalent Tax Rate	
2	Celina Development North, LLC	\$ 764,430	\$	0.13
3	Celina Development North, LLC	\$ 1,761,907	\$	0.13
4	Celina Development North, LLC	\$ 676,313	\$	0.13
HOA	Celina Development North, LLC	\$ 32,350		
Totals		\$ 3,235,000		

Appendix A-1
Annual Installments - All Parcels

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
9/30/2016	\$ -	62,576.25	\$ 62,576	\$ -	\$ -	\$ -	\$ -	\$ (62,576)	\$ -
9/30/2017	\$ -	170,662.50	\$ 170,663	\$ 30,600	\$ 6,470.00	\$ 9,705.00	\$ -	\$ (170,663)	\$ 46,775
9/30/2018	\$ -	170,662.50	\$ 170,663	\$ 31,212	\$ 6,470.00	\$ 9,705.00	\$ -	\$ (170,663)	\$ 47,387
9/30/2019	\$ 60,000	170,662.50	\$ 230,663	\$ 31,836	\$ 6,470.00	\$ 9,705.00	\$ -	\$ -	\$ 278,674
9/30/2020	\$ 60,000	167,887.50	\$ 227,888	\$ 32,473	\$ 6,350.00	\$ 9,525.00	\$ -	\$ -	\$ 276,235
9/30/2021	\$ 65,000	165,112.50	\$ 230,113	\$ 33,122	\$ 6,230.00	\$ 9,345.00	\$ -	\$ -	\$ 278,810
9/30/2022	\$ 65,000	162,106.26	\$ 227,106	\$ 33,785	\$ 6,100.00	\$ 9,150.00	\$ -	\$ -	\$ 276,141
9/30/2023	\$ 70,000	159,100.00	\$ 229,100	\$ 34,461	\$ 5,970.00	\$ 8,955.00	\$ -	\$ -	\$ 278,486
9/30/2024	\$ 70,000	155,862.50	\$ 225,863	\$ 35,150	\$ 5,830.00	\$ 8,745.00	\$ -	\$ -	\$ 275,587
9/30/2025	\$ 75,000	152,625.00	\$ 227,625	\$ 35,853	\$ 5,690.00	\$ 8,535.00	\$ -	\$ -	\$ 277,703
9/30/2026	\$ 75,000	149,156.26	\$ 224,156	\$ 36,570	\$ 5,540.00	\$ 8,310.00	\$ -	\$ -	\$ 274,576
9/30/2027	\$ 80,000	145,687.50	\$ 225,688	\$ 37,301	\$ 5,390.00	\$ 8,085.00	\$ -	\$ -	\$ 276,464
9/30/2028	\$ 85,000	141,487.50	\$ 226,488	\$ 38,047	\$ 5,230.00	\$ 7,845.00	\$ -	\$ -	\$ 277,610
9/30/2029	\$ 90,000	137,025.00	\$ 227,025	\$ 38,808	\$ 5,060.00	\$ 7,590.00	\$ -	\$ -	\$ 278,483
9/30/2030	\$ 95,000	132,300.00	\$ 227,300	\$ 39,584	\$ 4,880.00	\$ 7,320.00	\$ -	\$ -	\$ 279,084
9/30/2031	\$ 100,000	127,312.50	\$ 227,313	\$ 40,376	\$ 4,690.00	\$ 7,035.00	\$ -	\$ -	\$ 279,414
9/30/2032	\$ 100,000	122,062.50	\$ 222,063	\$ 41,184	\$ 4,490.00	\$ 6,735.00	\$ -	\$ -	\$ 274,471
9/30/2033	\$ 105,000	116,812.50	\$ 221,813	\$ 42,007	\$ 4,290.00	\$ 6,435.00	\$ -	\$ -	\$ 274,545
9/30/2034	\$ 115,000	111,300.00	\$ 226,300	\$ 42,847	\$ 4,080.00	\$ 6,120.00	\$ -	\$ -	\$ 279,347
9/30/2035	\$ 120,000	105,262.50	\$ 225,263	\$ 43,704	\$ 3,850.00	\$ 5,775.00	\$ -	\$ -	\$ 278,592
9/30/2036	\$ 125,000	98,962.50	\$ 223,963	\$ 44,578	\$ 3,610.00	\$ 5,415.00	\$ -	\$ -	\$ 277,566
9/30/2037	\$ 130,000	92,400.00	\$ 222,400	\$ 45,470	\$ 3,360.00	\$ 5,040.00	\$ -	\$ -	\$ 276,270
9/30/2038	\$ 140,000	85,250.00	\$ 225,250	\$ 46,379	\$ 3,100.00	\$ 4,650.00	\$ -	\$ -	\$ 279,379
9/30/2039	\$ 145,000	77,550.00	\$ 222,550	\$ 47,307	\$ 2,820.00	\$ 4,230.00	\$ -	\$ -	\$ 276,907
9/30/2040	\$ 155,000	69,575.00	\$ 224,575	\$ 48,253	\$ 2,530.00	\$ 3,795.00	\$ -	\$ -	\$ 279,153
9/30/2041	\$ 160,000	61,050.00	\$ 221,050	\$ 49,218	\$ 2,220.00	\$ 3,330.00	\$ -	\$ -	\$ 275,818
9/30/2042	\$ 170,000	52,250.00	\$ 222,250	\$ 50,203	\$ 1,900.00	\$ 2,850.00	\$ -	\$ -	\$ 277,203
9/30/2043	\$ 180,000	42,900.00	\$ 222,900	\$ 51,207	\$ 1,560.00	\$ 2,340.00	\$ -	\$ -	\$ 278,007
9/30/2044	\$ 190,000	33,000.00	\$ 223,000	\$ 52,231	\$ 1,200.00	\$ 1,800.00	\$ -	\$ -	\$ 278,231
9/30/2045	\$ 200,000	22,550.00	\$ 222,550	\$ 53,275	\$ 820.00	\$ 1,230.00	\$ -	\$ -	\$ 277,875
9/30/2046	\$ 210,000	11,550.00	\$ 221,550	\$ 54,341	\$ 420.00	\$ 630.00	\$ (230,663)	\$ -	\$ 46,278
Totals	\$ 3,235,000	\$ 3,472,701	\$ 6,707,701	\$ 1,241,383	\$ 126,620	\$ 189,930	\$ (230,663)	\$ (403,901)	\$ 7,631,071

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 5.38% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

Appendix A-2
Annual Installments - Phase 2

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
9/30/2016	\$ -	\$ 14,787	\$ 14,787	\$ -	\$ -	\$ -	\$ -	\$ (14,787)	\$ -
9/30/2017	\$ -	\$ 40,328	\$ 40,328	\$ 7,231	\$ 1,529	\$ 2,293	\$ -	\$ (40,328)	\$ 11,053
9/30/2018	\$ -	\$ 40,328	\$ 40,328	\$ 7,375	\$ 1,529	\$ 2,293	\$ -	\$ (40,328)	\$ 11,198
9/30/2019	\$ 14,178	\$ 40,328	\$ 54,506	\$ 7,523	\$ 1,529	\$ 2,293	\$ -	\$ -	\$ 65,851
9/30/2020	\$ 14,178	\$ 39,672	\$ 53,850	\$ 7,673	\$ 1,501	\$ 2,251	\$ -	\$ -	\$ 65,274
9/30/2021	\$ 15,359	\$ 39,016	\$ 54,376	\$ 7,827	\$ 1,472	\$ 2,208	\$ -	\$ -	\$ 65,883
9/30/2022	\$ 15,359	\$ 38,306	\$ 53,665	\$ 7,983	\$ 1,441	\$ 2,162	\$ -	\$ -	\$ 65,252
9/30/2023	\$ 16,541	\$ 37,595	\$ 54,136	\$ 8,143	\$ 1,411	\$ 2,116	\$ -	\$ -	\$ 65,806
9/30/2024	\$ 16,541	\$ 36,830	\$ 53,371	\$ 8,306	\$ 1,378	\$ 2,066	\$ -	\$ -	\$ 65,121
9/30/2025	\$ 17,722	\$ 36,065	\$ 53,788	\$ 8,472	\$ 1,345	\$ 2,017	\$ -	\$ -	\$ 65,621
9/30/2026	\$ 17,722	\$ 35,246	\$ 52,968	\$ 8,641	\$ 1,309	\$ 1,964	\$ -	\$ -	\$ 64,882
9/30/2027	\$ 18,904	\$ 34,426	\$ 53,330	\$ 8,814	\$ 1,274	\$ 1,910	\$ -	\$ -	\$ 65,328
9/30/2028	\$ 20,085	\$ 33,433	\$ 53,519	\$ 8,991	\$ 1,236	\$ 1,854	\$ -	\$ -	\$ 65,599
9/30/2029	\$ 21,267	\$ 32,379	\$ 53,646	\$ 9,170	\$ 1,196	\$ 1,794	\$ -	\$ -	\$ 65,806
9/30/2030	\$ 22,448	\$ 31,262	\$ 53,711	\$ 9,354	\$ 1,153	\$ 1,730	\$ -	\$ -	\$ 65,948
9/30/2031	\$ 23,630	\$ 30,084	\$ 53,714	\$ 9,541	\$ 1,108	\$ 1,662	\$ -	\$ -	\$ 66,025
9/30/2032	\$ 23,630	\$ 28,843	\$ 52,473	\$ 9,732	\$ 1,061	\$ 1,591	\$ -	\$ -	\$ 64,858
9/30/2033	\$ 24,811	\$ 27,603	\$ 52,414	\$ 9,926	\$ 1,014	\$ 1,521	\$ -	\$ -	\$ 64,875
9/30/2034	\$ 27,174	\$ 26,300	\$ 53,475	\$ 10,125	\$ 964	\$ 1,446	\$ -	\$ -	\$ 66,010
9/30/2035	\$ 28,356	\$ 24,874	\$ 53,230	\$ 10,327	\$ 910	\$ 1,365	\$ -	\$ -	\$ 65,831
9/30/2036	\$ 29,537	\$ 23,385	\$ 52,922	\$ 10,534	\$ 853	\$ 1,280	\$ -	\$ -	\$ 65,589
9/30/2037	\$ 30,719	\$ 21,834	\$ 52,553	\$ 10,745	\$ 794	\$ 1,191	\$ -	\$ -	\$ 65,283
9/30/2038	\$ 33,082	\$ 20,145	\$ 53,227	\$ 10,959	\$ 733	\$ 1,099	\$ -	\$ -	\$ 66,017
9/30/2039	\$ 34,263	\$ 18,325	\$ 52,589	\$ 11,179	\$ 666	\$ 1,000	\$ -	\$ -	\$ 65,433
9/30/2040	\$ 36,626	\$ 16,441	\$ 53,067	\$ 11,402	\$ 598	\$ 897	\$ -	\$ -	\$ 65,964
9/30/2041	\$ 37,808	\$ 14,426	\$ 52,234	\$ 11,630	\$ 525	\$ 787	\$ -	\$ -	\$ 65,176
9/30/2042	\$ 40,171	\$ 12,347	\$ 52,518	\$ 11,863	\$ 449	\$ 673	\$ -	\$ -	\$ 65,503
9/30/2043	\$ 42,534	\$ 10,137	\$ 52,671	\$ 12,100	\$ 369	\$ 553	\$ -	\$ -	\$ 65,693
9/30/2044	\$ 44,897	\$ 7,798	\$ 52,695	\$ 12,342	\$ 284	\$ 425	\$ -	\$ -	\$ 65,746
9/30/2045	\$ 47,260	\$ 5,329	\$ 52,589	\$ 12,589	\$ 194	\$ 291	\$ -	\$ -	\$ 65,662
9/30/2046	\$ 49,623	\$ 2,729	\$ 52,352	\$ 12,841	\$ 99	\$ 149	\$ (54,506)	\$ -	\$ 10,936
Totals	\$ 764,430	\$ 820,599	\$ 1,585,030	\$ 293,339	\$ 29,920	\$ 44,880	\$ (54,506)	\$ (95,442)	\$ 1,803,222

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 5.38% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

Appendix A-3
Annual Installments - Phase 3

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
9/30/2016	\$ -	\$ 14,787	\$ 14,787	\$ -	\$ -	\$ -	\$ -	\$ (34,081)	\$ -
9/30/2017	\$ -	\$ 40,328	\$ 92,949	\$ 16,666	\$ 3,524	\$ 5,286	\$ -	\$ (92,949)	\$ 25,475
9/30/2018	\$ -	\$ 92,949	\$ 92,949	\$ 16,999	\$ 3,524	\$ 5,286	\$ -	\$ (92,949)	\$ 25,809
9/30/2019	\$ 32,678	\$ 92,949	\$ 125,628	\$ 17,339	\$ 3,524	\$ 5,286	\$ -	\$ -	\$ 151,777
9/30/2020	\$ 32,678	\$ 91,438	\$ 124,116	\$ 17,686	\$ 3,458	\$ 5,188	\$ -	\$ -	\$ 150,449
9/30/2021	\$ 35,402	\$ 89,927	\$ 125,328	\$ 18,040	\$ 3,393	\$ 5,090	\$ -	\$ -	\$ 151,851
9/30/2022	\$ 35,402	\$ 88,289	\$ 123,691	\$ 18,401	\$ 3,322	\$ 4,983	\$ -	\$ -	\$ 150,397
9/30/2023	\$ 38,125	\$ 86,652	\$ 124,777	\$ 18,769	\$ 3,251	\$ 4,877	\$ -	\$ -	\$ 151,674
9/30/2024	\$ 38,125	\$ 84,889	\$ 123,014	\$ 19,144	\$ 3,175	\$ 4,763	\$ -	\$ -	\$ 150,096
9/30/2025	\$ 40,848	\$ 83,126	\$ 123,973	\$ 19,527	\$ 3,099	\$ 4,648	\$ -	\$ -	\$ 151,248
9/30/2026	\$ 40,848	\$ 81,236	\$ 122,084	\$ 19,917	\$ 3,017	\$ 4,526	\$ -	\$ -	\$ 149,545
9/30/2027	\$ 43,571	\$ 79,347	\$ 122,918	\$ 20,316	\$ 2,936	\$ 4,403	\$ -	\$ -	\$ 150,573
9/30/2028	\$ 46,294	\$ 77,060	\$ 123,354	\$ 20,722	\$ 2,848	\$ 4,273	\$ -	\$ -	\$ 151,197
9/30/2029	\$ 49,018	\$ 74,629	\$ 123,647	\$ 21,136	\$ 2,756	\$ 4,134	\$ -	\$ -	\$ 151,673
9/30/2030	\$ 51,741	\$ 72,056	\$ 123,796	\$ 21,559	\$ 2,658	\$ 3,987	\$ -	\$ -	\$ 152,000
9/30/2031	\$ 54,464	\$ 69,339	\$ 123,803	\$ 21,990	\$ 2,554	\$ 3,832	\$ -	\$ -	\$ 152,179
9/30/2032	\$ 54,464	\$ 66,480	\$ 120,944	\$ 22,430	\$ 2,445	\$ 3,668	\$ -	\$ -	\$ 149,488
9/30/2033	\$ 57,187	\$ 63,621	\$ 120,808	\$ 22,879	\$ 2,337	\$ 3,505	\$ -	\$ -	\$ 149,528
9/30/2034	\$ 62,633	\$ 60,618	\$ 123,252	\$ 23,336	\$ 2,222	\$ 3,333	\$ -	\$ -	\$ 152,143
9/30/2035	\$ 65,357	\$ 57,330	\$ 122,687	\$ 23,803	\$ 2,097	\$ 3,145	\$ -	\$ -	\$ 151,732
9/30/2036	\$ 68,080	\$ 53,899	\$ 121,979	\$ 24,279	\$ 1,966	\$ 2,949	\$ -	\$ -	\$ 151,173
9/30/2037	\$ 70,803	\$ 50,325	\$ 121,128	\$ 24,765	\$ 1,830	\$ 2,745	\$ -	\$ -	\$ 150,467
9/30/2038	\$ 76,249	\$ 46,430	\$ 122,680	\$ 25,260	\$ 1,688	\$ 2,533	\$ -	\$ -	\$ 152,161
9/30/2039	\$ 78,973	\$ 42,237	\$ 121,209	\$ 25,765	\$ 1,536	\$ 2,304	\$ -	\$ -	\$ 150,814
9/30/2040	\$ 84,419	\$ 37,893	\$ 122,312	\$ 26,281	\$ 1,378	\$ 2,067	\$ -	\$ -	\$ 152,038
9/30/2041	\$ 87,142	\$ 33,250	\$ 120,392	\$ 26,806	\$ 1,209	\$ 1,814	\$ -	\$ -	\$ 150,221
9/30/2042	\$ 92,589	\$ 28,457	\$ 121,046	\$ 27,342	\$ 1,035	\$ 1,552	\$ -	\$ -	\$ 150,975
9/30/2043	\$ 98,035	\$ 23,365	\$ 121,400	\$ 27,889	\$ 850	\$ 1,274	\$ -	\$ -	\$ 151,413
9/30/2044	\$ 103,481	\$ 17,973	\$ 121,454	\$ 28,447	\$ 654	\$ 980	\$ -	\$ -	\$ 151,535
9/30/2045	\$ 108,928	\$ 12,282	\$ 121,209	\$ 29,016	\$ 447	\$ 670	\$ -	\$ -	\$ 151,342
9/30/2046	\$ 114,374	\$ 6,291	\$ 120,665	\$ 29,596	\$ 229	\$ 343	\$ (125,628)	\$ -	\$ 25,205
Totals	\$ 1,761,907	\$ 1,819,452	\$ 3,633,980	\$ 676,106	\$ 68,962	\$ 103,443	\$ (125,628)	\$ (219,980)	\$ 4,156,178

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 5.38% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

Appendix A-4
Annual Installments - Phase 4

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
9/30/2016	\$ -	\$ 14,787	\$ 14,787	\$ -	\$ -	\$ -	\$ -	\$ (13,082)	\$ -
9/30/2017	\$ -	\$ 40,328	\$ 35,679	\$ 6,397	\$ 1,353	\$ 2,029	\$ -	\$ (35,679)	\$ 9,779
9/30/2018	\$ -	\$ 35,679	\$ 35,679	\$ 6,525	\$ 1,353	\$ 2,029	\$ -	\$ (35,679)	\$ 9,907
9/30/2019	\$ 12,544	\$ 35,679	\$ 48,223	\$ 6,656	\$ 1,353	\$ 2,029	\$ -	\$ -	\$ 58,260
9/30/2020	\$ 12,544	\$ 35,099	\$ 47,642	\$ 6,789	\$ 1,328	\$ 1,991	\$ -	\$ -	\$ 57,750
9/30/2021	\$ 13,589	\$ 34,519	\$ 48,108	\$ 6,925	\$ 1,302	\$ 1,954	\$ -	\$ -	\$ 58,288
9/30/2022	\$ 13,589	\$ 33,890	\$ 47,479	\$ 7,063	\$ 1,275	\$ 1,913	\$ -	\$ -	\$ 57,730
9/30/2023	\$ 14,634	\$ 33,262	\$ 47,896	\$ 7,204	\$ 1,248	\$ 1,872	\$ -	\$ -	\$ 58,221
9/30/2024	\$ 14,634	\$ 32,585	\$ 47,219	\$ 7,348	\$ 1,219	\$ 1,828	\$ -	\$ -	\$ 57,615
9/30/2025	\$ 15,680	\$ 31,908	\$ 47,588	\$ 7,495	\$ 1,190	\$ 1,784	\$ -	\$ -	\$ 58,057
9/30/2026	\$ 15,680	\$ 31,183	\$ 46,862	\$ 7,645	\$ 1,158	\$ 1,737	\$ -	\$ -	\$ 57,403
9/30/2027	\$ 16,725	\$ 30,458	\$ 47,182	\$ 7,798	\$ 1,127	\$ 1,690	\$ -	\$ -	\$ 57,798
9/30/2028	\$ 17,770	\$ 29,580	\$ 47,350	\$ 7,954	\$ 1,093	\$ 1,640	\$ -	\$ -	\$ 58,037
9/30/2029	\$ 18,815	\$ 28,647	\$ 47,462	\$ 8,113	\$ 1,058	\$ 1,587	\$ -	\$ -	\$ 58,220
9/30/2030	\$ 19,861	\$ 27,659	\$ 47,520	\$ 8,276	\$ 1,020	\$ 1,530	\$ -	\$ -	\$ 58,346
9/30/2031	\$ 20,906	\$ 26,616	\$ 47,522	\$ 8,441	\$ 980	\$ 1,471	\$ -	\$ -	\$ 58,415
9/30/2032	\$ 20,906	\$ 25,519	\$ 46,425	\$ 8,610	\$ 939	\$ 1,408	\$ -	\$ -	\$ 57,381
9/30/2033	\$ 21,951	\$ 24,421	\$ 46,372	\$ 8,782	\$ 897	\$ 1,345	\$ -	\$ -	\$ 57,397
9/30/2034	\$ 24,042	\$ 23,269	\$ 47,311	\$ 8,958	\$ 853	\$ 1,279	\$ -	\$ -	\$ 58,401
9/30/2035	\$ 25,087	\$ 22,006	\$ 47,094	\$ 9,137	\$ 805	\$ 1,207	\$ -	\$ -	\$ 58,243
9/30/2036	\$ 26,133	\$ 20,689	\$ 46,822	\$ 9,320	\$ 755	\$ 1,132	\$ -	\$ -	\$ 58,028
9/30/2037	\$ 27,178	\$ 19,317	\$ 46,495	\$ 9,506	\$ 702	\$ 1,054	\$ -	\$ -	\$ 57,757
9/30/2038	\$ 29,269	\$ 17,822	\$ 47,091	\$ 9,696	\$ 648	\$ 972	\$ -	\$ -	\$ 58,407
9/30/2039	\$ 30,314	\$ 16,213	\$ 46,527	\$ 9,890	\$ 590	\$ 884	\$ -	\$ -	\$ 57,890
9/30/2040	\$ 32,404	\$ 14,545	\$ 46,950	\$ 10,088	\$ 529	\$ 793	\$ -	\$ -	\$ 58,360
9/30/2041	\$ 33,450	\$ 12,763	\$ 46,213	\$ 10,290	\$ 464	\$ 696	\$ -	\$ -	\$ 57,663
9/30/2042	\$ 35,540	\$ 10,923	\$ 46,464	\$ 10,495	\$ 397	\$ 596	\$ -	\$ -	\$ 57,952
9/30/2043	\$ 37,631	\$ 8,969	\$ 46,600	\$ 10,705	\$ 326	\$ 489	\$ -	\$ -	\$ 58,120
9/30/2044	\$ 39,722	\$ 6,899	\$ 46,621	\$ 10,919	\$ 251	\$ 376	\$ -	\$ -	\$ 58,167
9/30/2045	\$ 41,812	\$ 4,714	\$ 46,527	\$ 11,138	\$ 171	\$ 257	\$ -	\$ -	\$ 58,093
9/30/2046	\$ 43,903	\$ 2,415	\$ 46,317	\$ 11,361	\$ 88	\$ 132	\$ (48,223)	\$ -	\$ 9,675
Totals	\$ 676,313	\$ 732,360	\$ 1,404,024	\$ 259,525	\$ 26,471	\$ 39,707	\$ (48,223)	\$ (84,440)	\$ 1,595,360

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 5.38% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

Appendix A-5
Annual Installments - HOA

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
9/30/2016	\$ -	\$ 14,787	\$ 14,787	\$ -	\$ -	\$ -	\$ -	\$ (626)	\$ -
9/30/2017	\$ -	\$ 40,328	\$ 1,707	\$ 306	\$ 65	\$ 97	\$ -	\$ (1,707)	\$ 468
9/30/2018	\$ -	\$ 1,707	\$ 1,707	\$ 312	\$ 65	\$ 97	\$ -	\$ (1,707)	\$ 474
9/30/2019	\$ 600	\$ 1,707	\$ 2,307	\$ 318	\$ 65	\$ 97	\$ -	\$ -	\$ 2,787
9/30/2020	\$ 600	\$ 1,679	\$ 2,279	\$ 325	\$ 64	\$ 95	\$ -	\$ -	\$ 2,762
9/30/2021	\$ 650	\$ 1,651	\$ 2,301	\$ 331	\$ 62	\$ 93	\$ -	\$ -	\$ 2,788
9/30/2022	\$ 650	\$ 1,621	\$ 2,271	\$ 338	\$ 61	\$ 92	\$ -	\$ -	\$ 2,761
9/30/2023	\$ 700	\$ 1,591	\$ 2,291	\$ 345	\$ 60	\$ 90	\$ -	\$ -	\$ 2,785
9/30/2024	\$ 700	\$ 1,559	\$ 2,259	\$ 351	\$ 58	\$ 87	\$ -	\$ -	\$ 2,756
9/30/2025	\$ 750	\$ 1,526	\$ 2,276	\$ 359	\$ 57	\$ 85	\$ -	\$ -	\$ 2,777
9/30/2026	\$ 750	\$ 1,492	\$ 2,242	\$ 366	\$ 55	\$ 83	\$ -	\$ -	\$ 2,746
9/30/2027	\$ 800	\$ 1,457	\$ 2,257	\$ 373	\$ 54	\$ 81	\$ -	\$ -	\$ 2,765
9/30/2028	\$ 850	\$ 1,415	\$ 2,265	\$ 380	\$ 52	\$ 78	\$ -	\$ -	\$ 2,776
9/30/2029	\$ 900	\$ 1,370	\$ 2,270	\$ 388	\$ 51	\$ 76	\$ -	\$ -	\$ 2,785
9/30/2030	\$ 950	\$ 1,323	\$ 2,273	\$ 396	\$ 49	\$ 73	\$ -	\$ -	\$ 2,791
9/30/2031	\$ 1,000	\$ 1,273	\$ 2,273	\$ 404	\$ 47	\$ 70	\$ -	\$ -	\$ 2,794
9/30/2032	\$ 1,000	\$ 1,221	\$ 2,221	\$ 412	\$ 45	\$ 67	\$ -	\$ -	\$ 2,745
9/30/2033	\$ 1,050	\$ 1,168	\$ 2,218	\$ 420	\$ 43	\$ 64	\$ -	\$ -	\$ 2,745
9/30/2034	\$ 1,150	\$ 1,113	\$ 2,263	\$ 428	\$ 41	\$ 61	\$ -	\$ -	\$ 2,793
9/30/2035	\$ 1,200	\$ 1,053	\$ 2,253	\$ 437	\$ 39	\$ 58	\$ -	\$ -	\$ 2,786
9/30/2036	\$ 1,250	\$ 990	\$ 2,240	\$ 446	\$ 36	\$ 54	\$ -	\$ -	\$ 2,776
9/30/2037	\$ 1,300	\$ 924	\$ 2,224	\$ 455	\$ 34	\$ 50	\$ -	\$ -	\$ 2,763
9/30/2038	\$ 1,400	\$ 853	\$ 2,253	\$ 464	\$ 31	\$ 47	\$ -	\$ -	\$ 2,794
9/30/2039	\$ 1,450	\$ 776	\$ 2,226	\$ 473	\$ 28	\$ 42	\$ -	\$ -	\$ 2,769
9/30/2040	\$ 1,550	\$ 696	\$ 2,246	\$ 483	\$ 25	\$ 38	\$ -	\$ -	\$ 2,792
9/30/2041	\$ 1,600	\$ 611	\$ 2,211	\$ 492	\$ 22	\$ 33	\$ -	\$ -	\$ 2,758
9/30/2042	\$ 1,700	\$ 523	\$ 2,223	\$ 502	\$ 19	\$ 29	\$ -	\$ -	\$ 2,772
9/30/2043	\$ 1,800	\$ 429	\$ 2,229	\$ 512	\$ 16	\$ 23	\$ -	\$ -	\$ 2,780
9/30/2044	\$ 1,900	\$ 330	\$ 2,230	\$ 522	\$ 12	\$ 18	\$ -	\$ -	\$ 2,782
9/30/2045	\$ 2,000	\$ 226	\$ 2,226	\$ 533	\$ 8	\$ 12	\$ -	\$ -	\$ 2,779
9/30/2046	\$ 2,100	\$ 116	\$ 2,216	\$ 543	\$ 4	\$ 6	\$ (2,307)	\$ -	\$ 463
Totals	\$ 32,350	\$ 87,509	\$ 81,238	\$ 12,414	\$ 1,266	\$ 1,899	\$ (2,307)	\$ (4,039)	\$ 76,311

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 5.38% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

Appendix B

Neighborhood Improvement Area #1 Assessment Roll

Appendix B Special Assessment by Parcel			
Phase	Owner	PID Bond Special Assessment	Equivalent Tax Rate
1	Celina Development North, LLC	\$ 6,360,750	\$ 0.42
HOA	Celina Development North, LLC	\$ 64,250	
Totals		\$ 6,425,000	

Appendix B-1
Annual Installments - All Parcels

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
9/30/2016	\$ -	\$ 118,181	\$ 118,181	\$ -	\$ -	\$ -	\$ -	\$ (118,181)	\$ -
9/30/2017	\$ -	\$ 322,313	\$ 322,313	\$ 30,600	\$ 12,850	\$ 19,275	\$ -	\$ (322,313)	\$ 62,725
9/30/2018	\$ 100,000	\$ 322,313	\$ 422,313	\$ 31,212	\$ 12,850	\$ 19,275	\$ -	\$ -	\$ 485,650
9/30/2019	\$ 100,000	\$ 317,938	\$ 417,938	\$ 31,836	\$ 12,650	\$ 18,975	\$ -	\$ -	\$ 481,399
9/30/2020	\$ 125,000	\$ 313,563	\$ 438,563	\$ 32,473	\$ 12,450	\$ 18,675	\$ -	\$ -	\$ 502,160
9/30/2021	\$ 125,000	\$ 308,094	\$ 433,094	\$ 33,122	\$ 12,200	\$ 18,300	\$ -	\$ -	\$ 496,716
9/30/2022	\$ 125,000	\$ 302,625	\$ 427,625	\$ 33,785	\$ 11,950	\$ 17,925	\$ -	\$ -	\$ 491,285
9/30/2023	\$ 125,000	\$ 297,156	\$ 422,156	\$ 34,461	\$ 11,700	\$ 17,550	\$ -	\$ -	\$ 485,867
9/30/2024	\$ 150,000	\$ 291,688	\$ 441,688	\$ 35,150	\$ 11,450	\$ 17,175	\$ -	\$ -	\$ 505,462
9/30/2025	\$ 150,000	\$ 285,125	\$ 435,125	\$ 35,853	\$ 11,150	\$ 16,725	\$ -	\$ -	\$ 498,853
9/30/2026	\$ 150,000	\$ 278,563	\$ 428,563	\$ 36,570	\$ 10,850	\$ 16,275	\$ -	\$ -	\$ 492,257
9/30/2027	\$ 150,000	\$ 272,000	\$ 422,000	\$ 37,301	\$ 10,550	\$ 15,825	\$ -	\$ -	\$ 485,676
9/30/2028	\$ 175,000	\$ 264,500	\$ 439,500	\$ 38,047	\$ 10,250	\$ 15,375	\$ -	\$ -	\$ 503,172
9/30/2029	\$ 175,000	\$ 255,750	\$ 430,750	\$ 38,808	\$ 9,900	\$ 14,850	\$ -	\$ -	\$ 494,308
9/30/2030	\$ 175,000	\$ 247,000	\$ 422,000	\$ 39,584	\$ 9,550	\$ 14,325	\$ -	\$ -	\$ 485,459
9/30/2031	\$ 200,000	\$ 238,250	\$ 438,250	\$ 40,376	\$ 9,200	\$ 13,800	\$ -	\$ -	\$ 501,626
9/30/2032	\$ 200,000	\$ 228,250	\$ 428,250	\$ 41,184	\$ 8,800	\$ 13,200	\$ -	\$ -	\$ 491,434
9/30/2033	\$ 200,000	\$ 218,250	\$ 418,250	\$ 42,007	\$ 8,400	\$ 12,600	\$ -	\$ -	\$ 481,257
9/30/2034	\$ 225,000	\$ 208,250	\$ 433,250	\$ 42,847	\$ 8,000	\$ 12,000	\$ -	\$ -	\$ 496,097
9/30/2035	\$ 225,000	\$ 197,000	\$ 422,000	\$ 43,704	\$ 7,550	\$ 11,325	\$ -	\$ -	\$ 484,579
9/30/2036	\$ 250,000	\$ 185,750	\$ 435,750	\$ 44,578	\$ 7,100	\$ 10,650	\$ -	\$ -	\$ 498,078
9/30/2037	\$ 250,000	\$ 173,250	\$ 423,250	\$ 45,470	\$ 6,600	\$ 9,900	\$ -	\$ -	\$ 485,220
9/30/2038	\$ 275,000	\$ 160,125	\$ 435,125	\$ 46,379	\$ 6,100	\$ 9,150	\$ -	\$ -	\$ 496,754
9/30/2039	\$ 275,000	\$ 145,688	\$ 420,688	\$ 47,307	\$ 5,550	\$ 8,325	\$ -	\$ -	\$ 481,869
9/30/2040	\$ 300,000	\$ 131,250	\$ 431,250	\$ 48,253	\$ 5,000	\$ 7,500	\$ -	\$ -	\$ 492,003
9/30/2041	\$ 325,000	\$ 115,500	\$ 440,500	\$ 49,218	\$ 4,400	\$ 6,600	\$ -	\$ -	\$ 500,718
9/30/2042	\$ 325,000	\$ 98,438	\$ 423,438	\$ 50,203	\$ 3,750	\$ 5,625	\$ -	\$ -	\$ 483,015
9/30/2043	\$ 350,000	\$ 81,375	\$ 431,375	\$ 51,207	\$ 3,100	\$ 4,650	\$ -	\$ -	\$ 490,332
9/30/2044	\$ 375,000	\$ 63,000	\$ 438,000	\$ 52,231	\$ 2,400	\$ 3,600	\$ -	\$ -	\$ 496,231
9/30/2045	\$ 400,000	\$ 43,313	\$ 443,313	\$ 53,275	\$ 1,650	\$ 2,475	\$ -	\$ -	\$ 500,713
9/30/2046	\$ 425,000	\$ 22,313	\$ 447,313	\$ 54,341	\$ 850	\$ 1,275	\$ (447,313)	\$ -	\$ 56,466
Totals	\$ 6,425,000	\$ 6,506,806	\$ 12,931,806	\$ 1,241,383	\$ 248,800	\$ 373,200	\$ (447,313)	\$ (440,494)	\$ 13,907,383

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 5.13% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

Appendix B-2
Annual Installments - Phase 1

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
9/30/2016	\$ -	\$ 116,999	\$ 116,999	\$ -	\$ -	\$ -	\$ -	\$ (116,999)	\$ -
9/30/2017	\$ -	\$ 319,089	\$ 319,089	\$ 30,294	\$ 12,722	\$ 19,082	\$ -	\$ (319,089)	\$ 62,098
9/30/2018	\$ 99,000	\$ 319,089	\$ 418,089	\$ 30,900	\$ 12,722	\$ 19,082	\$ -	\$ -	\$ 480,793
9/30/2019	\$ 99,000	\$ 314,758	\$ 413,758	\$ 31,518	\$ 12,524	\$ 18,785	\$ -	\$ -	\$ 476,585
9/30/2020	\$ 123,750	\$ 310,427	\$ 434,177	\$ 325	\$ 12,326	\$ 18,488	\$ -	\$ -	\$ 497,139
9/30/2021	\$ 123,750	\$ 305,013	\$ 428,763	\$ 32,791	\$ 12,078	\$ 18,117	\$ -	\$ -	\$ 491,749
9/30/2022	\$ 123,750	\$ 299,599	\$ 423,349	\$ 33,447	\$ 11,831	\$ 17,746	\$ -	\$ -	\$ 486,372
9/30/2023	\$ 123,750	\$ 294,185	\$ 417,935	\$ 34,116	\$ 11,583	\$ 17,375	\$ -	\$ -	\$ 481,008
9/30/2024	\$ 148,500	\$ 288,771	\$ 437,271	\$ 34,798	\$ 11,336	\$ 17,003	\$ -	\$ -	\$ 500,408
9/30/2025	\$ 148,500	\$ 282,274	\$ 430,774	\$ 35,494	\$ 11,039	\$ 16,558	\$ -	\$ -	\$ 493,864
9/30/2026	\$ 148,500	\$ 275,777	\$ 424,277	\$ 36,204	\$ 10,742	\$ 16,112	\$ -	\$ -	\$ 487,335
9/30/2027	\$ 148,500	\$ 269,280	\$ 417,780	\$ 36,928	\$ 10,445	\$ 15,667	\$ -	\$ -	\$ 480,819
9/30/2028	\$ 173,250	\$ 261,855	\$ 435,105	\$ 37,667	\$ 10,148	\$ 15,221	\$ -	\$ -	\$ 498,141
9/30/2029	\$ 173,250	\$ 253,193	\$ 426,443	\$ 38,420	\$ 9,801	\$ 14,702	\$ -	\$ -	\$ 489,365
9/30/2030	\$ 173,250	\$ 244,530	\$ 417,780	\$ 39,189	\$ 9,455	\$ 14,182	\$ -	\$ -	\$ 480,605
9/30/2031	\$ 198,000	\$ 235,868	\$ 433,868	\$ 39,972	\$ 9,108	\$ 13,662	\$ -	\$ -	\$ 496,610
9/30/2032	\$ 198,000	\$ 225,968	\$ 423,968	\$ 40,772	\$ 8,712	\$ 13,068	\$ -	\$ -	\$ 486,519
9/30/2033	\$ 198,000	\$ 216,068	\$ 414,068	\$ 41,587	\$ 8,316	\$ 12,474	\$ -	\$ -	\$ 476,445
9/30/2034	\$ 222,750	\$ 206,168	\$ 428,918	\$ 42,419	\$ 7,920	\$ 11,880	\$ -	\$ -	\$ 491,136
9/30/2035	\$ 222,750	\$ 195,030	\$ 417,780	\$ 43,267	\$ 7,475	\$ 11,212	\$ -	\$ -	\$ 479,734
9/30/2036	\$ 247,500	\$ 183,893	\$ 431,393	\$ 44,133	\$ 7,029	\$ 10,544	\$ -	\$ -	\$ 493,098
9/30/2037	\$ 247,500	\$ 171,518	\$ 419,018	\$ 45,015	\$ 6,534	\$ 9,801	\$ -	\$ -	\$ 480,368
9/30/2038	\$ 272,250	\$ 158,524	\$ 430,774	\$ 45,916	\$ 6,039	\$ 9,059	\$ -	\$ -	\$ 491,787
9/30/2039	\$ 272,250	\$ 144,231	\$ 416,481	\$ 46,834	\$ 5,495	\$ 8,242	\$ -	\$ -	\$ 477,051
9/30/2040	\$ 297,000	\$ 129,938	\$ 426,938	\$ 47,771	\$ 4,950	\$ 7,425	\$ -	\$ -	\$ 487,083
9/30/2041	\$ 321,750	\$ 114,345	\$ 436,095	\$ 48,726	\$ 4,356	\$ 6,534	\$ -	\$ -	\$ 495,711
9/30/2042	\$ 321,750	\$ 97,453	\$ 419,203	\$ 49,701	\$ 3,713	\$ 5,569	\$ -	\$ -	\$ 478,185
9/30/2043	\$ 346,500	\$ 80,561	\$ 427,061	\$ 50,695	\$ 3,069	\$ 4,604	\$ -	\$ -	\$ 485,428
9/30/2044	\$ 371,250	\$ 62,370	\$ 433,620	\$ 51,708	\$ 2,376	\$ 3,564	\$ -	\$ -	\$ 491,268
9/30/2045	\$ 396,000	\$ 42,879	\$ 438,879	\$ 52,743	\$ 1,634	\$ 2,450	\$ -	\$ -	\$ 495,706
9/30/2046	\$ 420,750	\$ 22,089	\$ 442,839	\$ 53,797	\$ 842	\$ 1,262	\$ (442,839)	\$ -	\$ 55,901
Totals	\$ 6,360,750	\$ 6,441,738	\$ 12,802,488	\$ 1,197,146	\$ 246,312	\$ 369,468	\$ (442,839)	\$ (436,089)	\$ 13,768,309

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 5.13% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

Appendix B-3
Annual Installments - HOA

Year (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
9/30/2016	\$ -	\$ 1,182	\$ 1,182	\$ -	\$ -	\$ -	\$ -	\$ (1,182)	\$ -
9/30/2017	\$ -	\$ 3,223	\$ 3,223	\$ 306	\$ 129	\$ 193	\$ -	\$ (3,223)	\$ 627
9/30/2018	\$ 1,000	\$ 3,223	\$ 4,223	\$ 312	\$ 129	\$ 193	\$ -	\$ -	\$ 4,856
9/30/2019	\$ 1,000	\$ 3,179	\$ 4,179	\$ 318	\$ 127	\$ 190	\$ -	\$ -	\$ 4,814
9/30/2020	\$ 1,250	\$ 3,136	\$ 4,386	\$ 325	\$ 125	\$ 187	\$ -	\$ -	\$ 5,022
9/30/2021	\$ 1,250	\$ 3,081	\$ 4,331	\$ 331	\$ 122	\$ 183	\$ -	\$ -	\$ 4,967
9/30/2022	\$ 1,250	\$ 3,026	\$ 4,276	\$ 338	\$ 120	\$ 179	\$ -	\$ -	\$ 4,913
9/30/2023	\$ 1,250	\$ 2,972	\$ 4,222	\$ 345	\$ 117	\$ 176	\$ -	\$ -	\$ 4,859
9/30/2024	\$ 1,500	\$ 2,917	\$ 4,417	\$ 351	\$ 115	\$ 172	\$ -	\$ -	\$ 5,055
9/30/2025	\$ 1,500	\$ 2,851	\$ 4,351	\$ 359	\$ 112	\$ 167	\$ -	\$ -	\$ 4,989
9/30/2026	\$ 1,500	\$ 2,786	\$ 4,286	\$ 366	\$ 109	\$ 163	\$ -	\$ -	\$ 4,923
9/30/2027	\$ 1,500	\$ 2,720	\$ 4,220	\$ 373	\$ 106	\$ 158	\$ -	\$ -	\$ 4,857
9/30/2028	\$ 1,750	\$ 2,645	\$ 4,395	\$ 380	\$ 103	\$ 154	\$ -	\$ -	\$ 5,032
9/30/2029	\$ 1,750	\$ 2,558	\$ 4,308	\$ 388	\$ 99	\$ 149	\$ -	\$ -	\$ 4,943
9/30/2030	\$ 1,750	\$ 2,470	\$ 4,220	\$ 396	\$ 96	\$ 143	\$ -	\$ -	\$ 4,855
9/30/2031	\$ 2,000	\$ 2,383	\$ 4,383	\$ 404	\$ 92	\$ 138	\$ -	\$ -	\$ 5,016
9/30/2032	\$ 2,000	\$ 2,283	\$ 4,283	\$ 412	\$ 88	\$ 132	\$ -	\$ -	\$ 4,914
9/30/2033	\$ 2,000	\$ 2,183	\$ 4,183	\$ 420	\$ 84	\$ 126	\$ -	\$ -	\$ 4,813
9/30/2034	\$ 2,250	\$ 2,083	\$ 4,333	\$ 428	\$ 80	\$ 120	\$ -	\$ -	\$ 4,961
9/30/2035	\$ 2,250	\$ 1,970	\$ 4,220	\$ 437	\$ 76	\$ 113	\$ -	\$ -	\$ 4,846
9/30/2036	\$ 2,500	\$ 1,858	\$ 4,358	\$ 446	\$ 71	\$ 107	\$ -	\$ -	\$ 4,981
9/30/2037	\$ 2,500	\$ 1,733	\$ 4,233	\$ 455	\$ 66	\$ 99	\$ -	\$ -	\$ 4,852
9/30/2038	\$ 2,750	\$ 1,601	\$ 4,351	\$ 464	\$ 61	\$ 92	\$ -	\$ -	\$ 4,968
9/30/2039	\$ 2,750	\$ 1,457	\$ 4,207	\$ 473	\$ 56	\$ 83	\$ -	\$ -	\$ 4,819
9/30/2040	\$ 3,000	\$ 1,313	\$ 4,313	\$ 483	\$ 50	\$ 75	\$ -	\$ -	\$ 4,920
9/30/2041	\$ 3,250	\$ 1,155	\$ 4,405	\$ 492	\$ 44	\$ 66	\$ -	\$ -	\$ 5,007
9/30/2042	\$ 3,250	\$ 984	\$ 4,234	\$ 502	\$ 38	\$ 56	\$ -	\$ -	\$ 4,830
9/30/2043	\$ 3,500	\$ 814	\$ 4,314	\$ 512	\$ 31	\$ 47	\$ -	\$ -	\$ 4,903
9/30/2044	\$ 3,750	\$ 630	\$ 4,380	\$ 522	\$ 24	\$ 36	\$ -	\$ -	\$ 4,962
9/30/2045	\$ 4,000	\$ 433	\$ 4,433	\$ 533	\$ 17	\$ 25	\$ -	\$ -	\$ 5,007
9/30/2046	\$ 4,250	\$ 223	\$ 4,473	\$ 543	\$ 9	\$ 13	\$ (4,473)	\$ -	\$ 565
Totals	\$ 64,250	\$ 65,068	\$ 129,318	\$ 12,414	\$ 2,488	\$ 3,732	\$ (4,473)	\$ (4,405)	\$ 139,074

(a) The 9/30/XX dates represent the fiscal year end for the Bonds.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming a 5.13% interest rate on the Bonds plus the Additional Interest plus Administrative Expenses.

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

Appendix C

Neighborhood Improvement Area #2 Assessment Roll

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

Appendix C Assessment Roll - Neighborhood Improvement Area #2				
Parcel Assessment Total Units			All Parcels \$1,900,000 174	
Year	Principal ¹	Interest ¹	Administrative Expenses ²	Total Annual Installment
1	\$25,000	\$95,000	\$25,000	\$145,000
2	\$25,000	\$93,750	\$25,500	\$144,250
3	\$25,000	\$92,500	\$26,010	\$143,510
4	\$25,000	\$91,250	\$26,530	\$142,780
5	\$25,000	\$90,000	\$27,061	\$142,061
6	\$25,000	\$88,750	\$27,602	\$141,352
7	\$25,000	\$87,500	\$28,154	\$140,654
8	\$50,000	\$86,250	\$28,717	\$164,967
9	\$50,000	\$83,750	\$29,291	\$163,041
10	\$50,000	\$81,250	\$29,877	\$161,127
11	\$50,000	\$78,750	\$30,475	\$159,225
12	\$50,000	\$76,250	\$31,084	\$157,334
13	\$50,000	\$73,750	\$31,706	\$155,456
14	\$50,000	\$71,250	\$32,340	\$153,590
15	\$50,000	\$68,750	\$32,987	\$151,737
16	\$50,000	\$66,250	\$33,647	\$149,897
17	\$50,000	\$63,750	\$34,320	\$148,070
18	\$75,000	\$61,250	\$35,006	\$171,256
19	\$75,000	\$57,500	\$35,706	\$168,206
20	\$75,000	\$53,750	\$36,420	\$165,170
21	\$75,000	\$50,000	\$37,149	\$162,149
22	\$75,000	\$46,250	\$37,892	\$159,142
23	\$75,000	\$42,500	\$38,649	\$156,149
24	\$100,000	\$38,750	\$39,422	\$178,172
25	\$100,000	\$33,750	\$40,211	\$173,961
26	\$100,000	\$28,750	\$41,015	\$169,765
27	\$100,000	\$23,750	\$41,835	\$165,585
28	\$100,000	\$18,750	\$42,672	\$161,422
29	\$125,000	\$13,750	\$43,526	\$182,276
30	\$150,000	\$7,500	\$44,396	\$201,896
Total	\$1,900,000	\$1,865,000	\$1,014,202	\$4,779,202
1 - The principal and interest amounts are calculated using 5.00% per annum. The Assessments shown above are being levied on the Neighborhood Improvement Area #2 Assessed Property only.				
2- The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated in Annual Service Plan Updates.				

Appendix D

Legal Descriptions for Parcels within PID

LAND DESCRIPTION ENTIRE PID PROPERTY (approximately 244.136 acres)

TRACT 1: 233.738 ACRES

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

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

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

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

North 89°38'04" East, a distance of 854.43 feet to a 5/8" iron rod with "KHA" cap found for 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:

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,

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

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 IX, 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 IX, 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 IIa, an addition to the City of Celina, Texas according to the plat recorded in Cabinet 2007, Page 292, Map Records of Collin County, Texas and in Instrument No. 20070531010001890, Official Public Records of Collin County, Texas, 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" indeed 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 1316.84 feet, a central angle of 39°15'29", a chord bearing and distance of North 70°04'50" West, 884.73 feet;

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

In a northwesterly direction, along said curve, an arc distance 902.28 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a reverse curve to the left with a radius of 1436.38 feet, a central angle of 19°04'36", and a chord bearing and distance of North 59°59'23" West, 476.04 feet;

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

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

LAND DESCRIPTION
Neighborhood Improvement Area #1
(approximately 91.35 acres)

WHEREAS Bluewood Phase 1, LLC, Celina Development North, LLC, and Celina Independent School District are the owners of a tract of land situated in the John Cahill Survey, Abstract No. 171, and in the Shelby Glass Survey, Abstract No. 346, Collin County, Texas, and being a portion of a tract of land described in instrument to Bluewood Phase 1, LLC, recorded in Document No. 20161114001545920 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being a portion of a tract of land described in instrument to Celina Development North, LLC, recorded in Document No. 20160324000349770, O.P.R.C.C.T., and also being a portion of Streets 1, 2, and 3 as described in instrument to the City of Celina, recorded in Document No. 20160421000479030 and corrected in Document No. 20160831001160750, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars Cap at the southwest corner of a called 75.0000 acre tract of land described in instrument to Collin County Community College District, recorded under Document No. 20090818001039820, O.P.R.C.C.T., and being in the east line of The Carter Ranch Phase IIA, an addition to the City of Celina, Texas, recorded in Cabinet 2007, Page 292 of the Map Records of Collin County Texas (M.R.C.C.T.);

THENCE, North 89 degrees 26 minutes 56 seconds East along the south line of said Collin County Community College District tract, passing at a distance of 1,665.00 feet a 5/8 inch iron rod found with plastic cap stamped □□□□ at the southeast corner of said Collin County Community College District tract, in all a total distance of 1,704.99 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 115.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 26 minutes 56 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 117.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 26 minutes 56 seconds East, a distance of 200.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 82 degrees 37 minutes 23 seconds East, a distance of 74.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 67 degrees 33 minutes 04 seconds East, a distance of 245.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 74 degrees 01 minute 18 seconds East, a distance of 28.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 80 degrees 47 minutes 31 seconds East, a distance of 48.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";.

THENCE, North 89 degrees 04 minutes 13 seconds East, a distance of 263.93 feet to a 5/8 inch iron rod set with

plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 55 minutes 47 seconds West, a distance of 6.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 04 minutes 13 seconds East, a distance of 117.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 55 minutes 47 seconds East, a distance of 550.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 117.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 55 minutes 47 seconds East, a distance of 36.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 55 minutes 47 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 04 minutes 13 seconds West, a distance of 310.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 86 degrees 27 minutes 31 seconds West, a distance of 47.78 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 76 degrees 22 minutes 01 second West, a distance of 44.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 67 degrees 33 minutes 04 seconds West, a distance of 249.83 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 83 degrees 14 minutes 35 seconds West, a distance of 41.23 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 26 minutes 56 seconds West, a distance of 121.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 118.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 33 minutes 04 seconds East, a distance of 91.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 34 degrees 30 minutes 10 seconds East, a distance of 131.20 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 07 degrees 51 minutes 53 seconds, a radius of 303.50 feet, subtended by a 41.63 foot chord which bears South 69 degrees 33 minutes 11 seconds East;

THENCE, along said curve to the left an arc distance of 41.66 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 14.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 03 degrees 36 minutes 42 seconds, a radius of 317.50 feet, subtended by a 20.01 foot chord which bears South 75 degrees 17 minutes 29 seconds East;

THENCE, along said curve to the left an arc distance of 20.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 65.11 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the right having a central angle of 02 degrees 59 minutes 50 seconds, a radius of 382.50 feet, subtended by a 20.01 foot chord which bears North 74 degrees 59 minutes 03 seconds West;

THENCE, along said curve to the right an arc distance of 20.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 16 degrees 30 minutes 52 seconds West, a distance of 32.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 350.07 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 41 degrees 31 minutes 49 seconds West, a distance of 11.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 106.49 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 230.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 39.54 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 20 degrees 43 minutes 47 seconds, a radius of 540.00 feet, subtended by a 194.31 foot chord which bears South 09 degrees 52 minutes 04 seconds West;

THENCE, along said curve to the right an arc distance of 195.37 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 21.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 247.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 247.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 43.39 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 24 degrees 30 minutes 11 seconds West, a distance of 109.05 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 193.80 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 13.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 130.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the north right of way line of County Road 83 (70 foot wide right of way) as described in instrument to the City of Celina, recorded in Document No. 20160421000479030 , O.P.R.C.C.T;

THENCE, South 89 degrees 30 minutes 11 seconds West, along the north right of way line of said County Road 83, a distance of 632.89 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, departing the north right of way line of said County Road 83, a distance of 28.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 120.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 304.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 96.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 25 degrees 00 minutes 00 seconds, a radius of 225.00 feet, subtended by a 97.40 foot chord which bears South 77 degrees 59 minutes 49 seconds East;

THENCE, along said curve to the right an arc distance of 98.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 93.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a non-tangent curve to the left having a central angle of 281 degrees 58 minutes 50 seconds, a radius of 60.00 feet, subtended by a 75.53 foot chord which bears North 38 degrees 53 minutes 19 seconds East;

THENCE, along said curve to the left an arc distance of 295.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 115.71 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 50.17 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 115.71 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 65 degrees 29 minutes 49 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 24 degrees 30 minutes 11 seconds East, a distance of 123.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 65 degrees 29 minutes 49 seconds West, a distance of 237.62 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 79 degrees 43 minutes 51 seconds West, a distance of 50.24 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 395.96 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 108.50 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 45 degrees 29 minutes 49 seconds East, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 30 minutes 11 seconds East, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 23.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 44 degrees 30 minutes 11 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 22.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 22.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 45 degrees 29 minutes 49 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 215.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 44 degrees 30 minutes 11 seconds West, a distance of 14.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 29 minutes 49 seconds East, a distance of 25.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 29 minutes 49 seconds West, a distance of 30.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars"

THENCE, South 89 degrees 30 minutes 11 seconds West, a distance of 120.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the east line of The Carter Ranch Phase III, an addition to the City of Celina, Texas, recorded in Cabinet 2006, Page 460, M.R.C.C.T. ;

THENCE, along the easterly lines of The Carter Ranch Phase III, an addition to the City of Celina, Texas, recorded in Cabinet 2006, Page 460, M.R.C.C.T., and said Carter Ranch Phase IIA, North 00 degrees 33 minutes 04 seconds West, passing at a distance of 1,199.00 feet a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeast corner of Carter Ranch Road (an 80 foot right of way), as shown on said Carter Ranch IIA plat, in all a total distance of 2,467.11 feet to the POINT OF BEGINNING and CONTAINING 103.35 acres of land, more or less.

SAVE & EXCEPT TRACT

BEING all of a 12.00 acre tract of land described in instrument to Celina Independent School District, recorded in Document No. 20160404000401310, O.P.R.C.C.T.,

GROSS AREA - 103.35 Acres

NET AREA - 91.35 Acres

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)

LAND DESCRIPTION
Neighborhood Improvement Area #2
(approximately 33.60 acres)

WHEREAS BLUEWOOD PHASE 2A, is the owner of a tract of land situated in the J. Cahill Survey, Abstract No. 171, City of Celina, Collin County, Texas, the subject tract being a portion of a tract conveyed to Celina Development North, LLC, as described by deed recorded in Document No. 20160609000720900 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap found for an inset corner of Bluewood Phase 1, an addition recorded in Cabinet 2017, Page 745, Plat Records, Collin County, Texas (PRCCT), being the southwest corner of Lot 1, Block H thereof;

THENCE along the common line of Bluewood Phase 1, the following:

N 89°27'08" E, 121.21 feet;

S 83°14'23" E, 41.23 feet;

S 67°32'52" E, 249.83 feet;

S 76°21'49" E, 44.00 feet to a 5/8" iron rod with plastic cap found;

S 86°27'19" E, 47.78 feet to a 5/8" iron rod with plastic cap found;

N 89°04'25" E, 310.00 feet to a 5/8" iron rod with plastic cap found;

S 00°55'35" E, 20.00 feet;

N 89°04'25" E, 50.00 feet;

N 00°55'35" W, 36.87 feet to a 5/8" iron rod with plastic cap found;

And N 89°04'25" E, 117.07 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for southeasterly corner of Bluewood Phase 1, and being on the west line of a tract conveyed to Westgate HS Celina Investments LP, recorded in Document No. 20171219001670750 DRCCT;

S 00°55'35" E, along the west line thereof, passing at 1188.54 a southwest corner thereof, and being the northwest corner of a tract conveyed to City of Celina, recorded in Document No. 20170710000893950 DRCCT, and continuing along the west line thereof a total distance of 1327.59 feet;

THENCE departing the west line thereof, the following:

S 89°04'25" W, 117.07 feet;

N 00°55'35" W, 95.09 feet;

S 89°04'25" W, 616.70 feet;

A tangent curve to the left having a central angle of 13°01'11", a radius of 360.00 feet, a chord of S 82°33'50" W - 81.63 feet, an arc length of 81.81 feet;

S 76°03'15" W, 67.87 feet;

A tangent curve to the right having a central angle of 13°27'09", a radius of 640.00 feet, a chord of S 82°46'49" W

- 149.92 feet, an arc length of 150.26 feet;

S 89°30'23" W, 97.22 feet;

And a tangent curve to the right having a central angle of 26°55'32", a radius of 500.00 feet, a chord of N 77°01'51" W - 232.81 feet, an arc length of 234.97 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the east line of Bluewood Phase 1;

THENCE along an easterly line of Bluewood Phase 1, the following:

N 24°30'23" E, 123.22 feet;

S 65°29'37" E, 21.50 feet;

N 24°30'23" E, 50.00 feet;

N 65°29'37" W, 23.00 feet;

A non-tangent curve to the left having a central angle of 20°43'47", a radius of 540.00 feet, a chord of N 09°52'16" E - 194.31 feet, an arc length of 195.37 feet;

N 00°29'37" W, 39.54 feet;

N 89°30'23" E, 20.00 feet;

N 00°29'37" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

N 00°29'37" W, 230.00 feet;

N 89°30'23" E, 20.00 feet;

N 00°29'37" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

N 00°29'37" W, 106.49 feet;

N 41°32'01" E, 11.46 feet;

N 89°30'23" E, 350.07 feet;

N 16°31'04" E, 32.14 feet;

A non-tangent curve to the left having a central angle of 02°59'50", a radius of 382.50 feet, a chord of S 74°58'51" E - 20.01 feet, an arc length of 20.01 feet;

N 16°31'04" E, 65.11 feet;

A non-tangent curve to the right having a central angle of 03°36'42", a radius of 317.50 feet, a chord of N 75°17'16" W - 20.01 feet, an arc length of 20.01 feet;

N 16°31'04" E, 14.00 feet;

A non-tangent curve to the right having a central angle of 07°51'53", a radius of 303.50 feet, a chord of N

69°32'59" W - 41.63 feet, an arc length of 41.66 feet;

N 34°29'58" W, 131.20 feet;

N 00°32'52" W, 91.43 feet;

N 89°30'23" E, 20.00 feet;

N 00°32'52" W, 50.00 feet;

S 89°30'23" W, 20.00 feet;

And N 00°32'52" W, 118.50 feet to the POINT OF BEGINNING with the subject tract containing 1,463,444 square feet or 33.596 acres of land.

Appendix E

Tax Rate and Leverage Schedule

Major Improvement Area, Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2 Tax Rate Equivalent (TRE) and Leverage per Projected Assessed Value and Projected Lot Value											
Phase	Lot Size	Unit/ SF	Projected AV per Unit/ SF	Projected Lot Value per Unit/ SF	Total Assessment per unit/ SF	Annual Installment per unit/ SF	TRE (per \$100 AV)	TRE (per \$100 Lot Value)	Leverage (AV)	Leverage (Lot Value)	
1	50'	184	\$ 312,326	\$ 62,465	\$ 17,318	\$ 1,309	\$ 0.42	\$ 2.10	18.03	3.61	
	60'	149	\$ 371,670	\$ 74,334	\$ 20,609	\$ 1,558	\$ 0.42	\$ 2.10	18.03	3.61	
	70'	4	\$ 466,200	\$ 93,240	\$ 25,851	\$ 1,954	\$ 0.42	\$ 2.10	18.03	3.61	
2	50'	174	\$ 312,500	\$ 62,500	\$ 15,532	\$ 1,313	\$ 0.42	\$ 2.10	\$ 20.12	\$ 4.02	
	60'		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	70'		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	50'	21	\$ 318,750	\$ 63,750	\$ 4,816	\$ 415	\$ 0.13	\$ 0.65	\$ 66.18	\$ 13.24	
	60'	93	\$ 382,500	\$ 76,500	\$ 5,779	\$ 498	\$ 0.13	\$ 0.65	\$ 66.18	\$ 13.24	
	70'	23	\$ 425,000	\$ 85,000	\$ 6,422	\$ 553	\$ 0.13	\$ 0.65	\$ 66.18	\$ 13.24	
4	50'	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	60'	58	\$ 382,500	\$ 76,500	\$ 5,779	\$ 498	\$ 0.13	\$ 0.65	\$ 66.18	\$ 13.24	
	70'	2	\$ 430,000	\$ 86,000	\$ 6,497	\$ 560	\$ 0.13	\$ 0.65	\$ 66.18	\$ 13.24	
5	50'	63	\$ 325,000	\$ 65,000	\$ 4,911	\$ 423	\$ 0.13	\$ 0.65	\$ 66.18	\$ 13.24	
	60'	87	\$ 390,000	\$ 78,000	\$ 5,893	\$ 508	\$ 0.13	\$ 0.65	\$ 66.18	\$ 13.24	
	70'	24	\$ 440,000	\$ 88,000	\$ 6,648	\$ 573	\$ 0.13	\$ 0.65	\$ 66.18	\$ 13.24	
	Commercial	61,855	\$ 115	\$ 29	\$ 1.74	\$ 0.15	\$ 0.13	\$ 0.52	\$ 66.18	\$ 16.69	
	Commercial	90,605	\$ 115	\$ 29	\$ 1.74	\$ 0.15	\$ 0.13	\$ 0.52	\$ 66.18	\$ 16.69	

Appendix F

Parcel Map



**Neighborhood Improvement Areas 3, 4, And 5
Are Preliminary And Subject To Change.**

Drawing: 0/2017 10:55:17-148 Bluewood/Marketing Saved By: jroberts Date Time: 3/1/2019 1:42:42 PM
Plotted By: JMMT Plot Date: 3/1/2019 10:49 PM

Attachment: Wells North (Bluewood) SAP update and Levy (Bluewood Public Hearing & SAP update)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: April 9, 2019
Re: X-band Weather Radar

Action Requested:

Consider and act upon a letter of recommendation to approve the installation of an X-band weather radar by CASA Engineering Center at the County Road 106 Public Works facility. (Cromwell)

Background Information:

CASA Engineering Center contacted city staff last month and they would like to install an X-Band weather radar in Celina. City staff met with them on Friday, March 8th, showing them several sites in the Celina area where it could be located. CASA Engineering chose the site located at county road 106 where our Public Works department is currently located. On Wednesday April 3rd, CASA met with the City Manager, Fire Chief, and City CTO regarding the next steps to install the X-band weather radar at the county road 106 location. CASA requested a letter of support from the City of Celina to be used by their grant team to secure funding.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The financial obligation the city would have to pay for is the power of the radar system. We would also have to provide them with 10MBPS of internet service. A monthly power bill for this system runs around \$100.00. We currently have the internet bandwidth to provide them 10MBPS. There is the possibility of reimbursement by the North Texas Council of Governments.

Legal Review:

CASA Engineering Research Center will be sending a contract in the coming weeks. Our legal counsel will need to review the contract once received.

Supporting Documents:

N/A

Staff Recommendation: