



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

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. Comprehensive Plan Advisory Committee. (McAfee, Nusser)
- B. Fiscal Year 2017/2018 Audit presentation. (Toutounchian)
- C. Fire Department recognitions. (Metdker)
- D. 2942 : Future Land Use Plan. (McAfee)
- E. Arterial Street Lighting. (Brawner)
- F. Discussion regarding any and/or all agenda items.
- G. 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,

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
- H. 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 - 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)
- 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)
- 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)
- 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)

IX. ACTION ITEM:

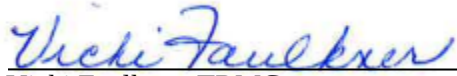
- A. Consider and act upon approval of the 2017-2018 Fiscal Year Audit. (Toutouchian)

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

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



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: March 19, 2019
Re: Future Land Use Plan (FLUP) Revision

Action Requested:

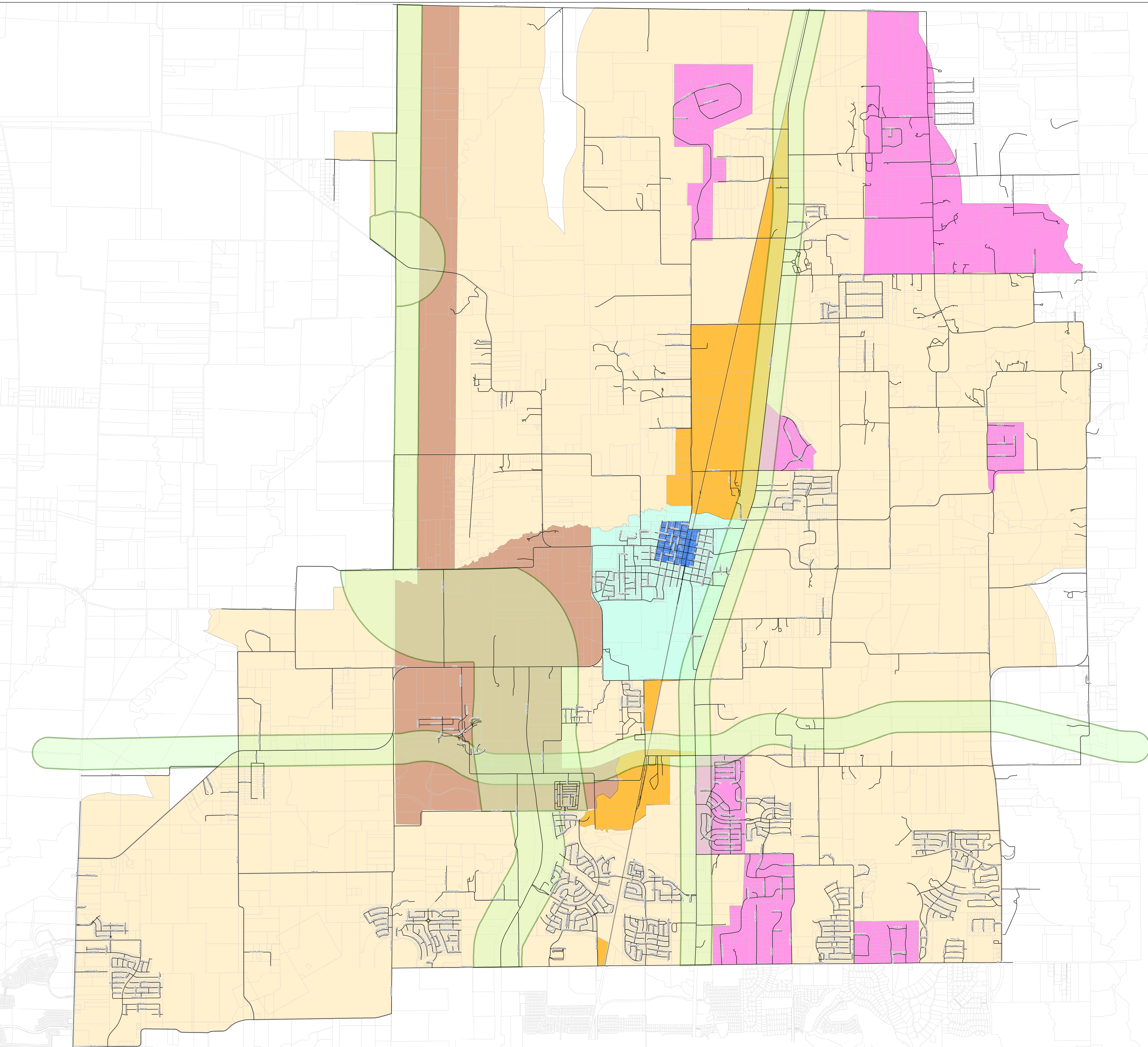
Future Land Use Plan (FLUP) (McAfee)

Supporting Documents:

- Previous Future Land Use Plan Exhibit
- Proposed Future Land Use Plan Exhibit
- Staff Presentation

Staff Recommendation:

N/A

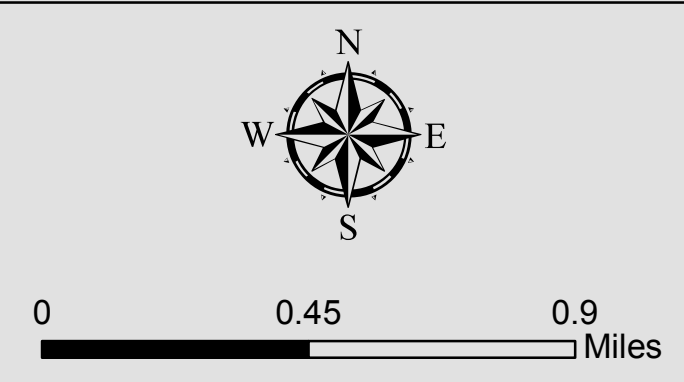


- Roads
- Overlays
- Parcels
- FLUP Type**
- Estate Mix/Suburban Mix
 - Historic District
 - Industrial
 - Regional Activity Center
 - Suburban Moderate-High Res
 - Urban Center Mixed-Use

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

REVISION DATE:

March 8th, 2019



Celina Future Land Use Plan



CLASS

- 4/6LD 100' ROW
- 6LD 120' ROW
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW
- 2LC 60'-80' ROW
- 4LD 90'-100' ROW
- ETJ September 2017

Type

- Commercial/Mixed Use
- Potential Transit-Oriented Development
- Regional Commercial Center

type

- Estate Mix/Suburban Mix
- Historic District
- Industrial
- Light Industrial/Mixed-Use
- Regional Activity Center
- Suburban Moderate-High Res.
- Urban Center Mixed-Use

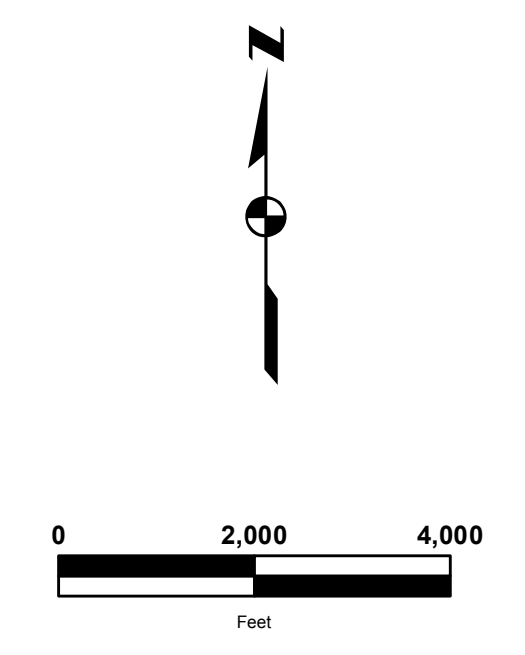
ADOPTION DATE:

April 30, 2013

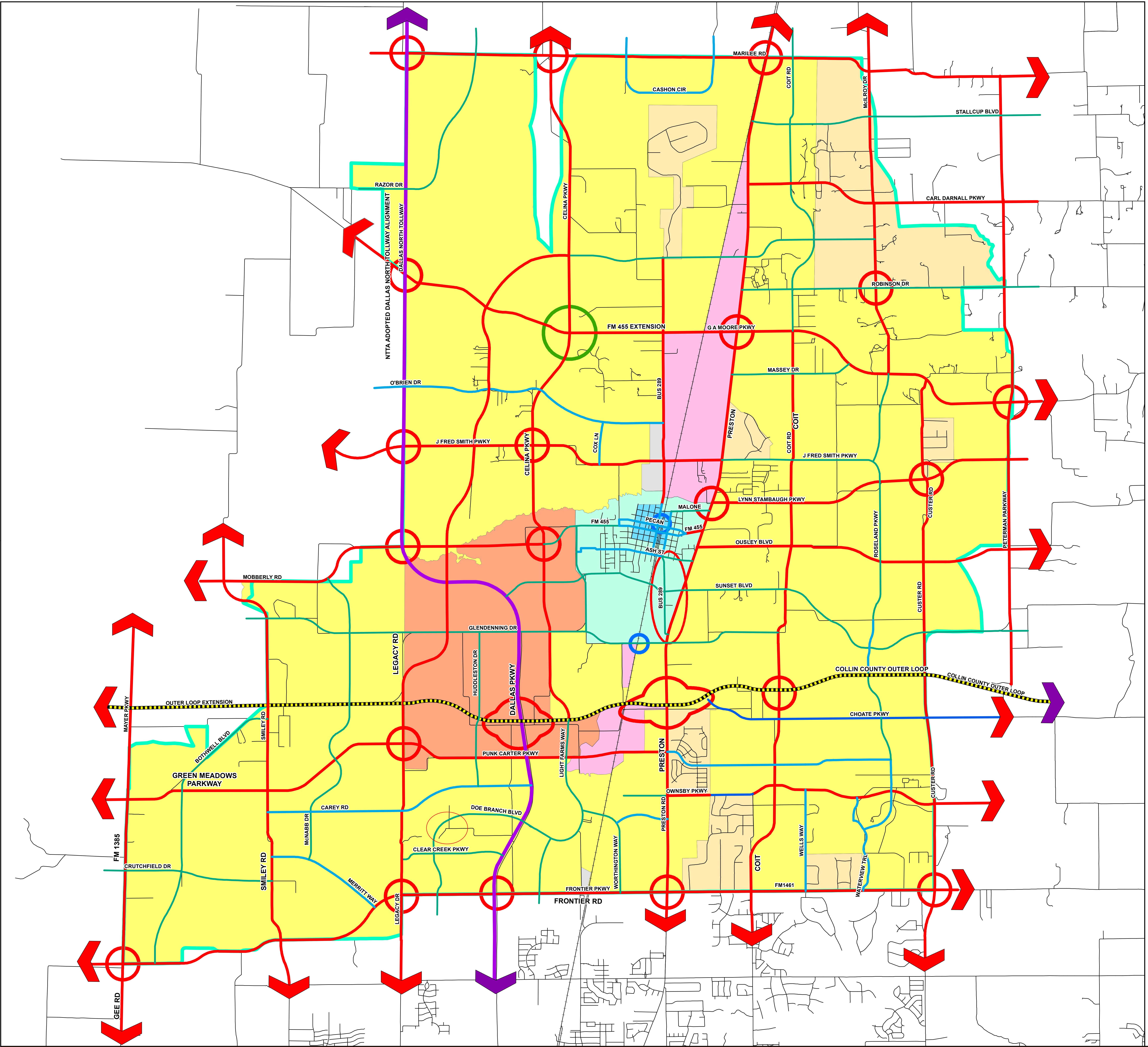
AMENDMENT DATE:

April 14, 2015
XXXXXX

NOTE:
- COLLECTORS NOT SHOWN FOR CLARITY. LOCATION OF COLLECTORS TO BE DETERMINED PER CITY ORDINANCES.
- OVERLAY DISTRICTS NOT SHOW FOR CLARITY. LOCATION IS DESCRIBED WITHIN THE CONTEXT OF THE COMPREHENSIVE PLAN.
- A COMPREHENSIVE PLAN SHALL NOT CONSTITUTE ZONING REGULATIONS OR ESTABLISH ZONING DISTRICT BOUNDARIES



Disclaimer:
Every effort has been made to ensure the accuracy of data. The City of Celina assumes no liability or damages due to errors or omissions.



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 (DNTO)
 - 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.





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: March 19, 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:



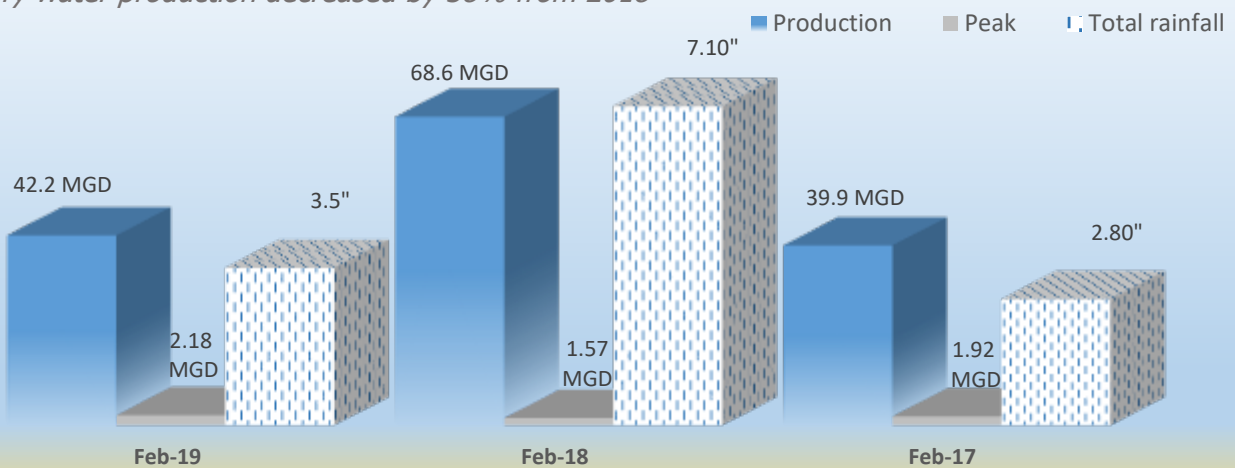
Department of Public Works
City of Celina, Texas

MEMORANDUM

To: Honorable Mayor, Sean Terry and the Celina City Council
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: 03/12/2019
Re: Monthly Report - February 2019

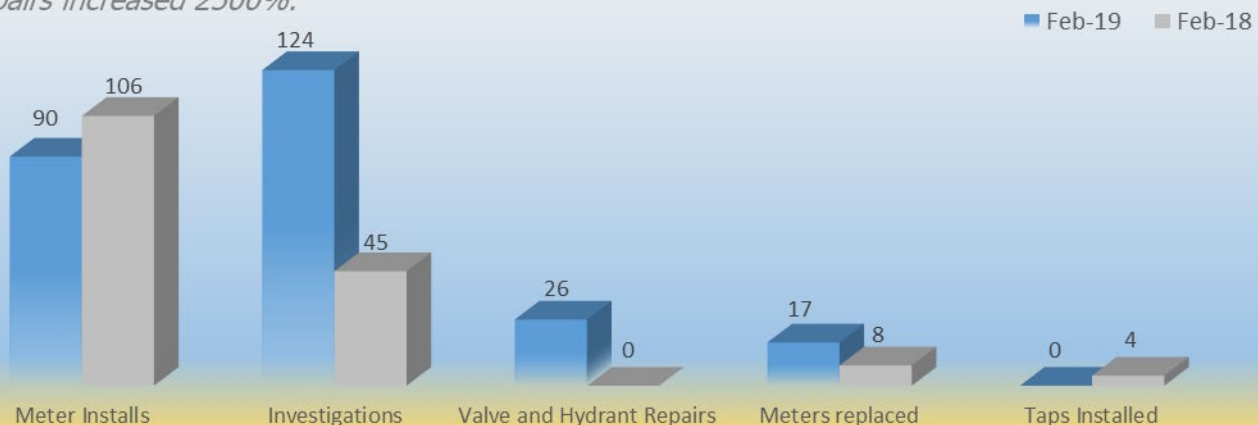
WATER PRODUCTION

February water production decreased by 38% from 2018



WATER OPERATIONS

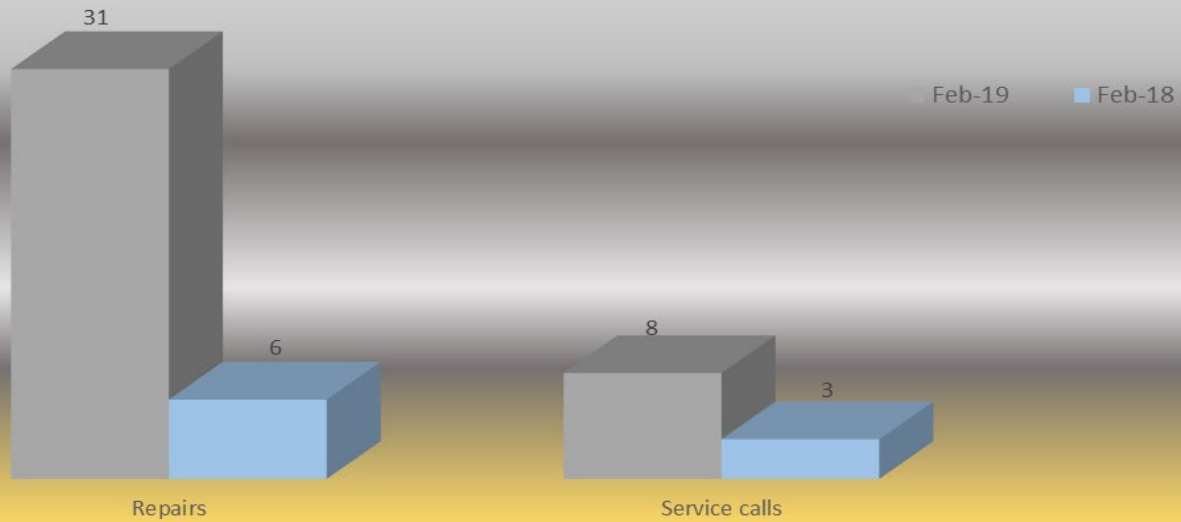
Water meter installations decreased 15% while Investigations increased 175% and Valve and Hydrant repairs increased 2500%.



Attachment: Public Works Monthly Report 2-2019 (Staff Reports)

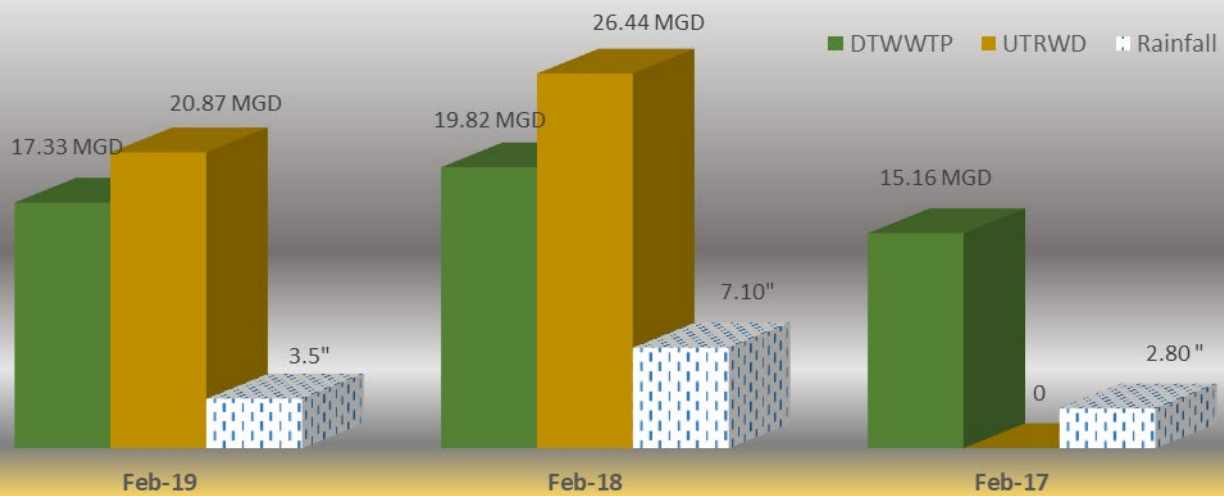
WASTEWATER OPERATIONS

Overall there was an increase of 287% in wastewater operations from February 2018.



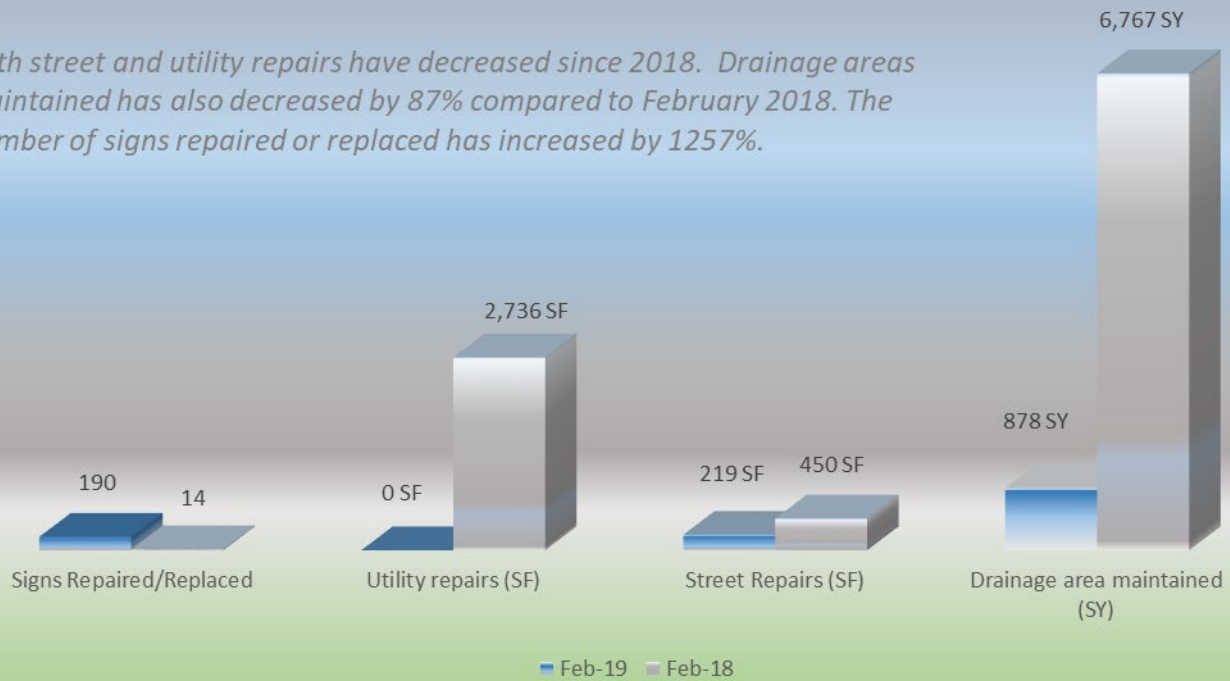
WASTEWATER TREATED

Wastewater treated at the Downtown Wastewater Treatment Plant decreased 12.56% from February 2018. Wastewater sent to Upper Trinity Regional Water District decreased 21.06% from 2018.



STREET OPERATIONS

Both street and utility repairs have decreased since 2018. Drainage areas maintained has also decreased by 87% compared to February 2018. The number of signs repaired or replaced has increased by 1257%.



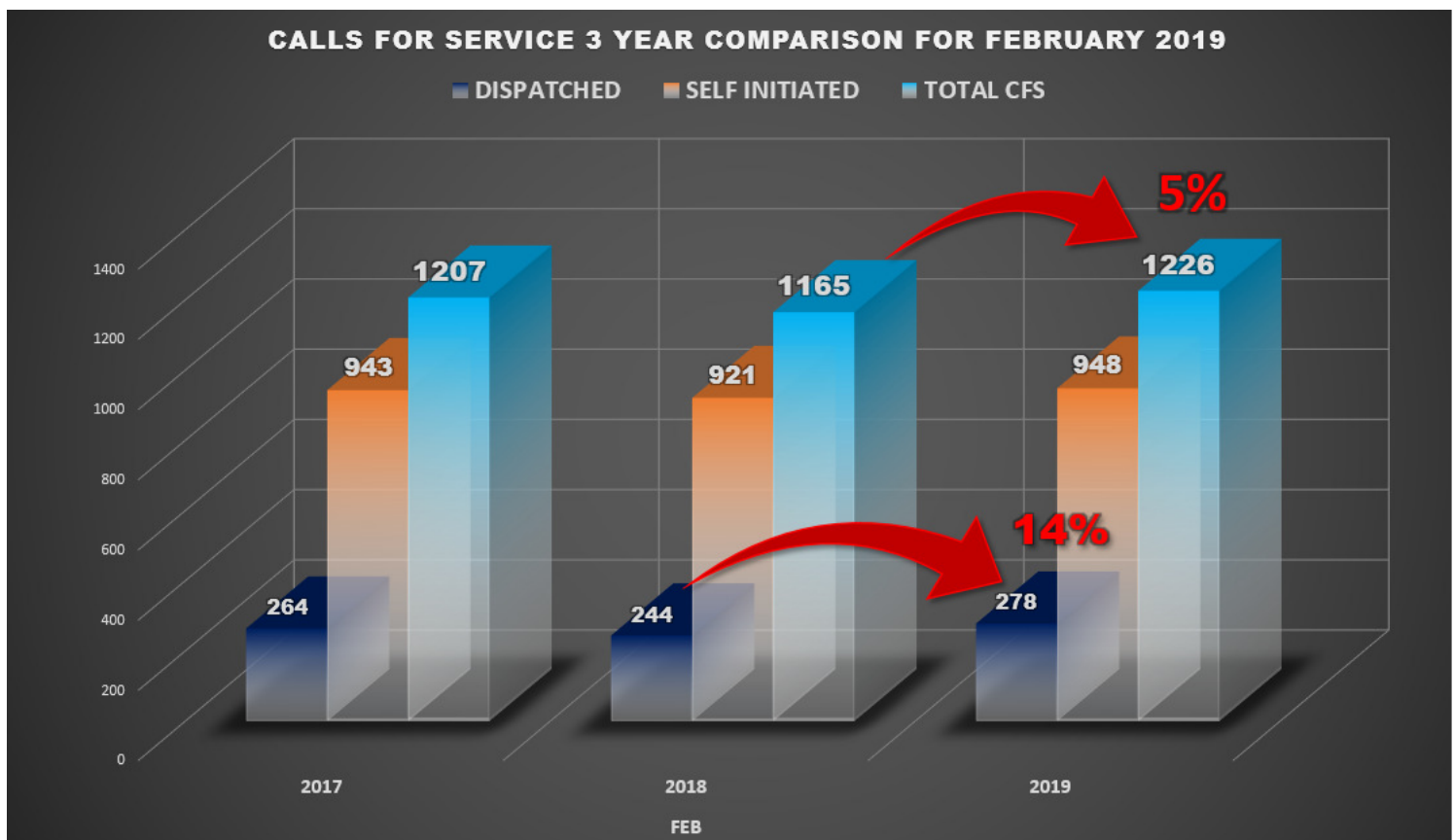


Celina Police Department
City of Celina, Texas

MEMORANDUM

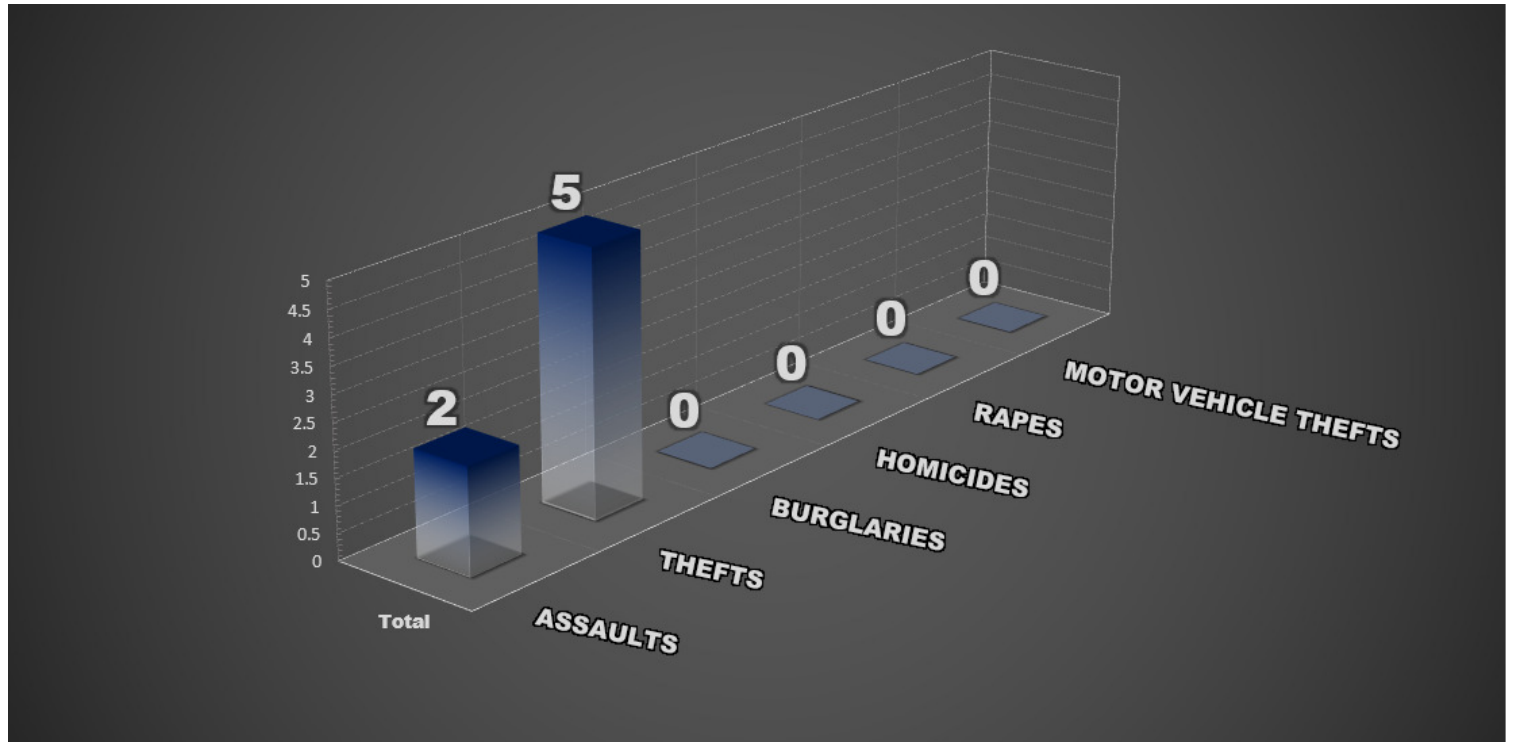
To: Honorable Mayor, Sean Terry and the Celina City Council
From: Tony Griggs, Chief of Police
CC: Jason Laumer, City Manager
Date: 03/19/2019
Re: February 2019 Monthly Police Report

In February 2019, we recorded 1226 Total Calls for Service. Compared to February 2018, our Total Calls for Service increased 5%. Dispatched calls for service increased 14% (34 more dispatched calls for service).

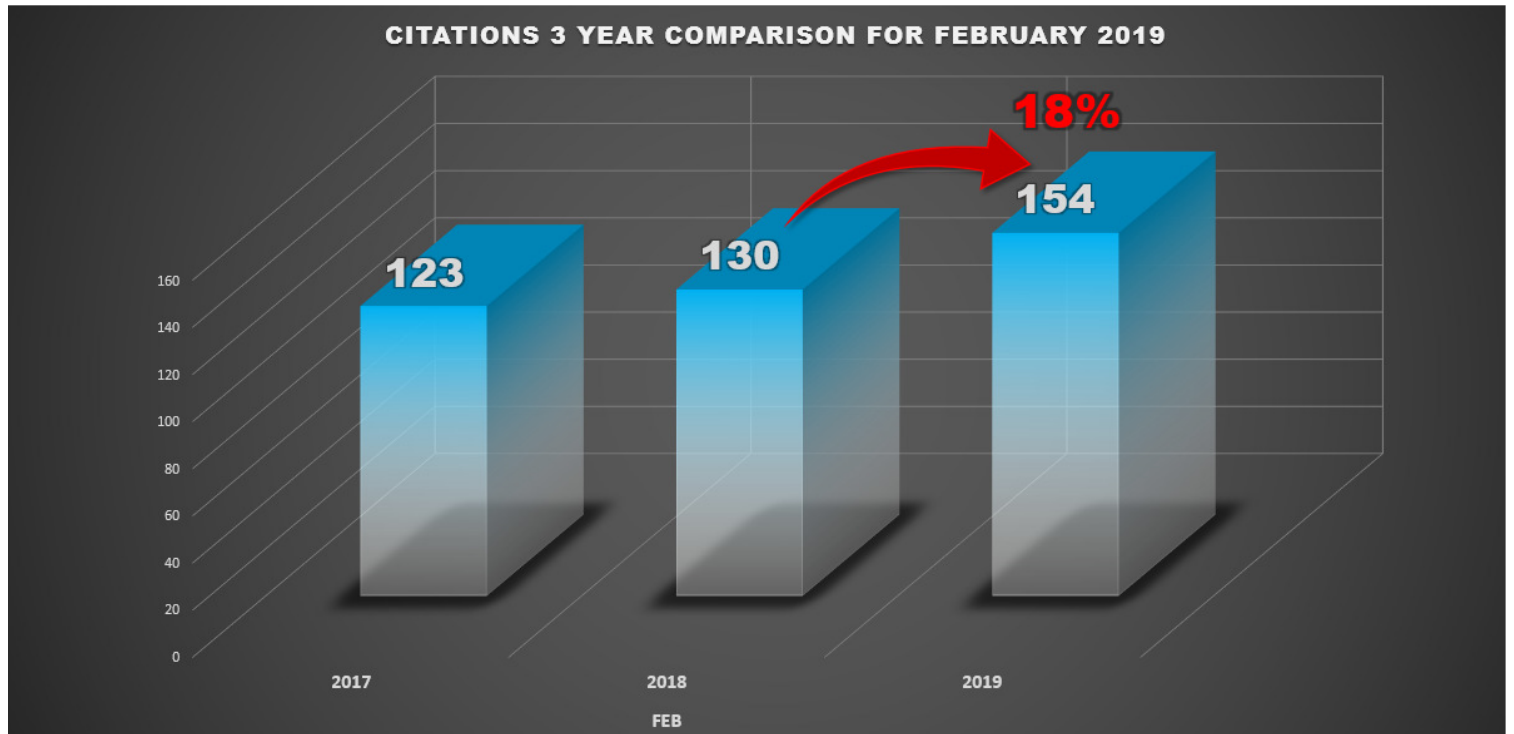


Attachment: Police 2019 February Monthly Report (Staff Reports)

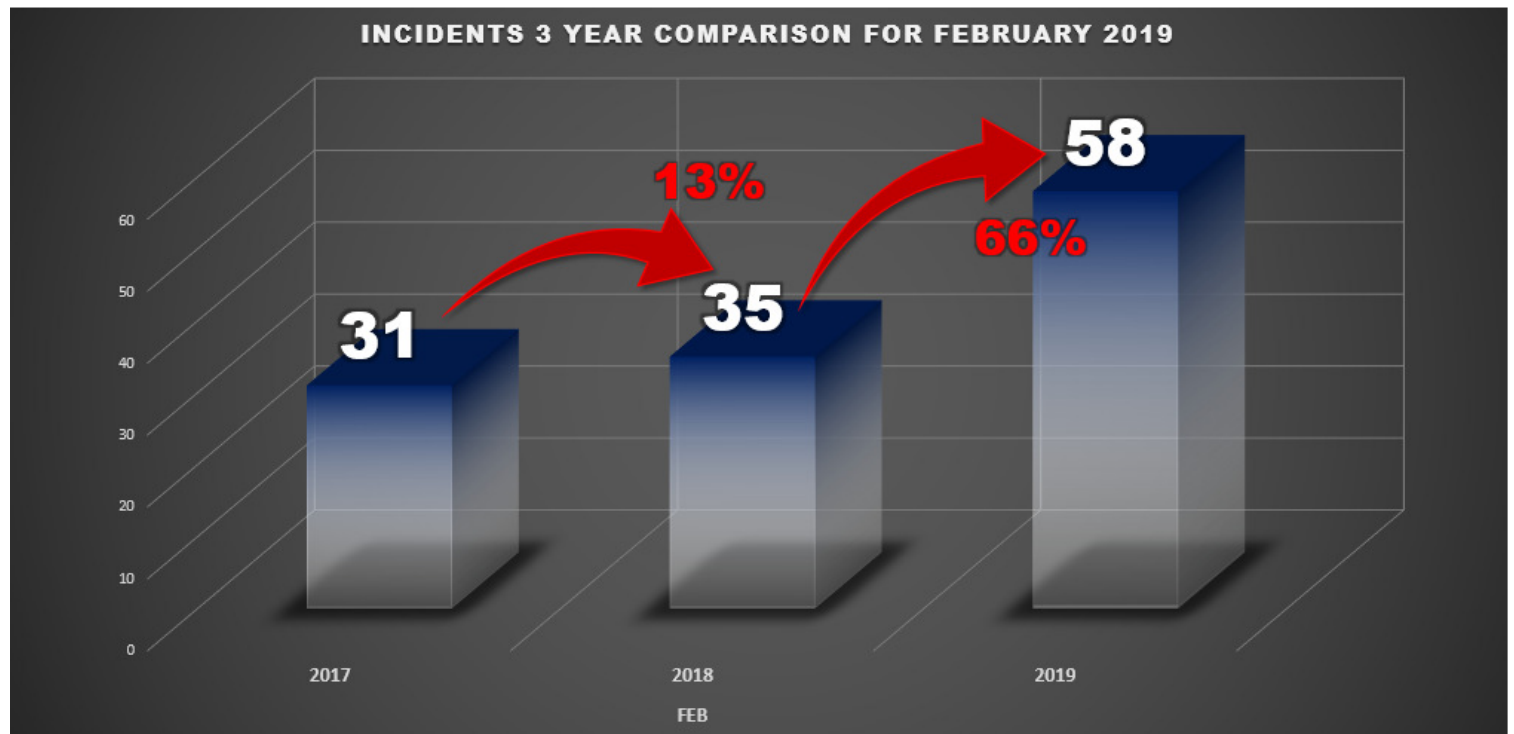
February's Part 1 Crimes indicate 2 Assaults and 5 Thefts. The department continues to focus on the problem solving initiative to prevent construction thefts, the Lock-Take-Hide initiative to encourage the community to lock their vehicles and remove their valuables, and the initiative to prevent domestic violence.



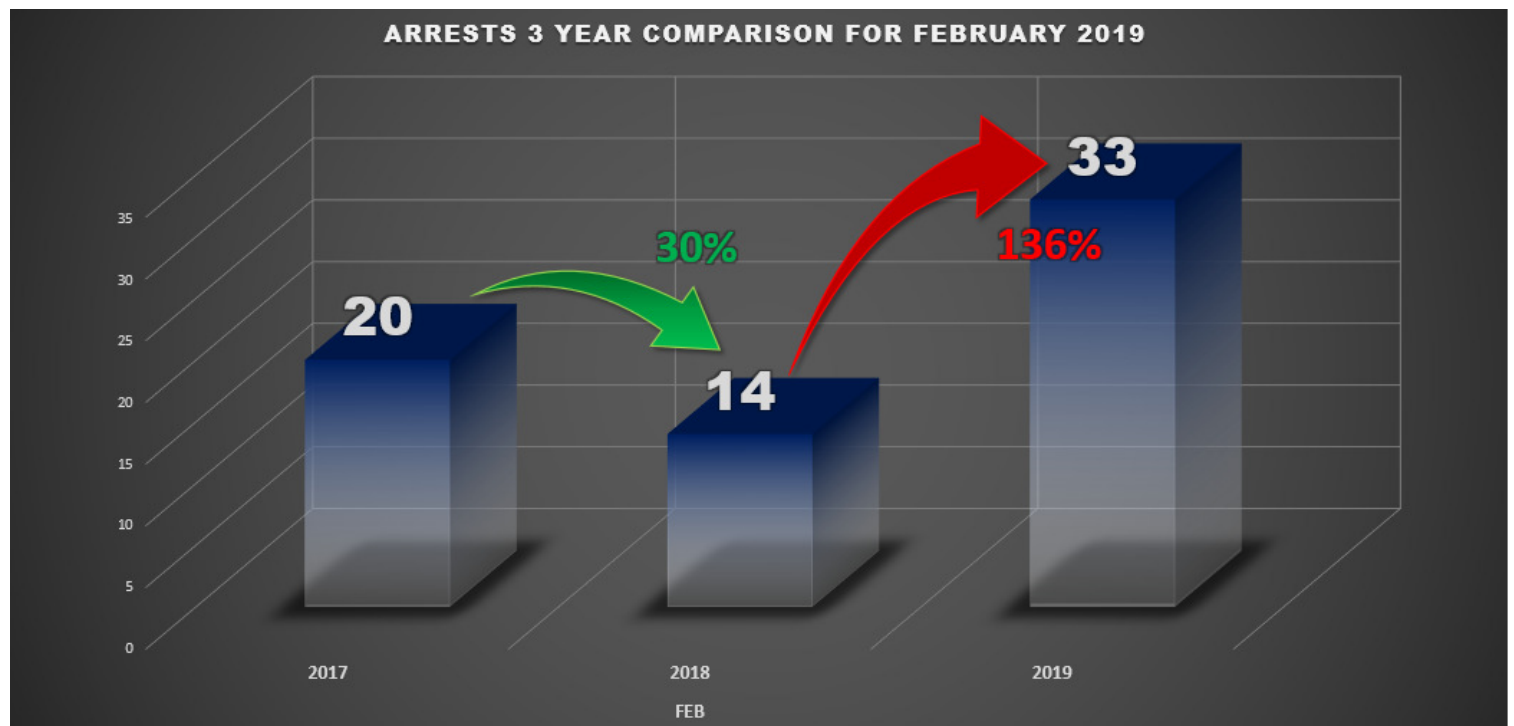
In February, Officers issued 154 citations. This averages to 1.37 citations per officer per 12-hour shift. The average citation per officer in 2018 was 0.93. Citations are up 18% from February 2018.



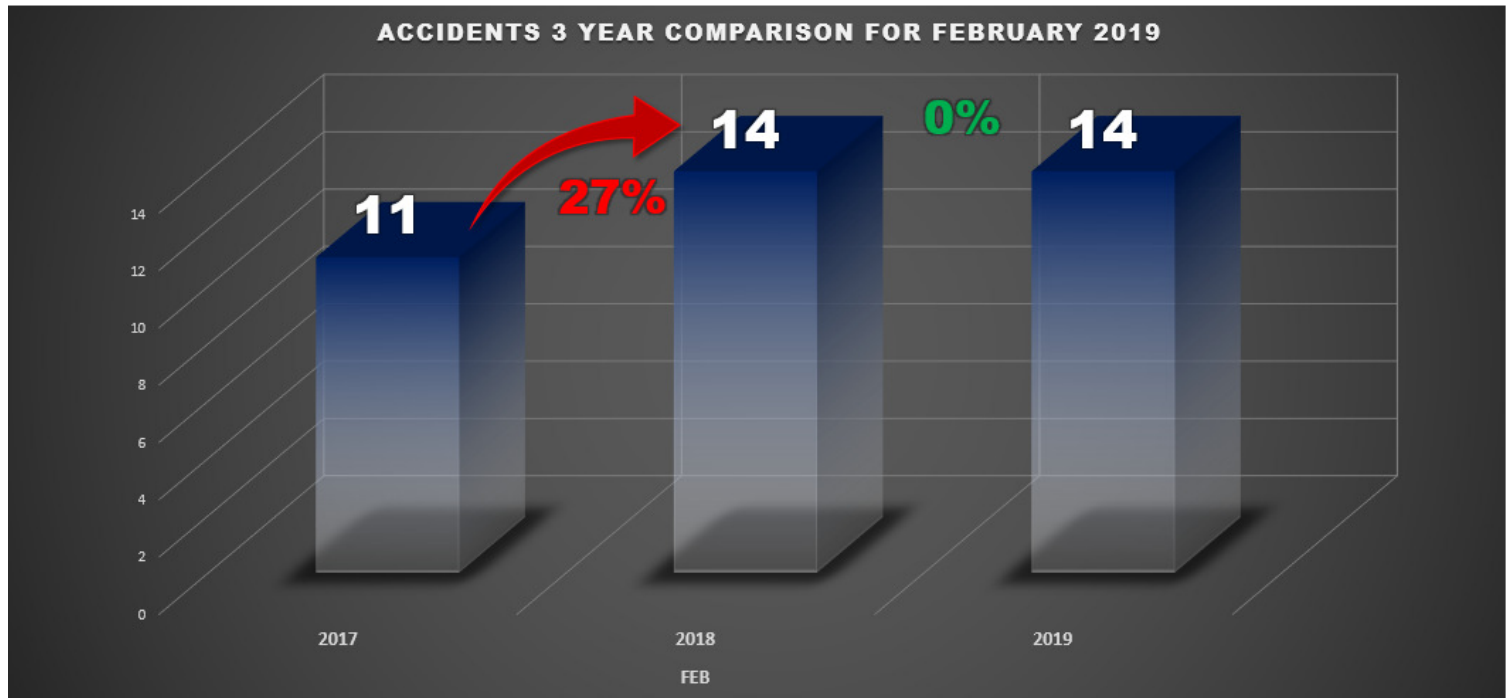
Incidents in February totaled 58. This is an increase of 66% from February 2018.



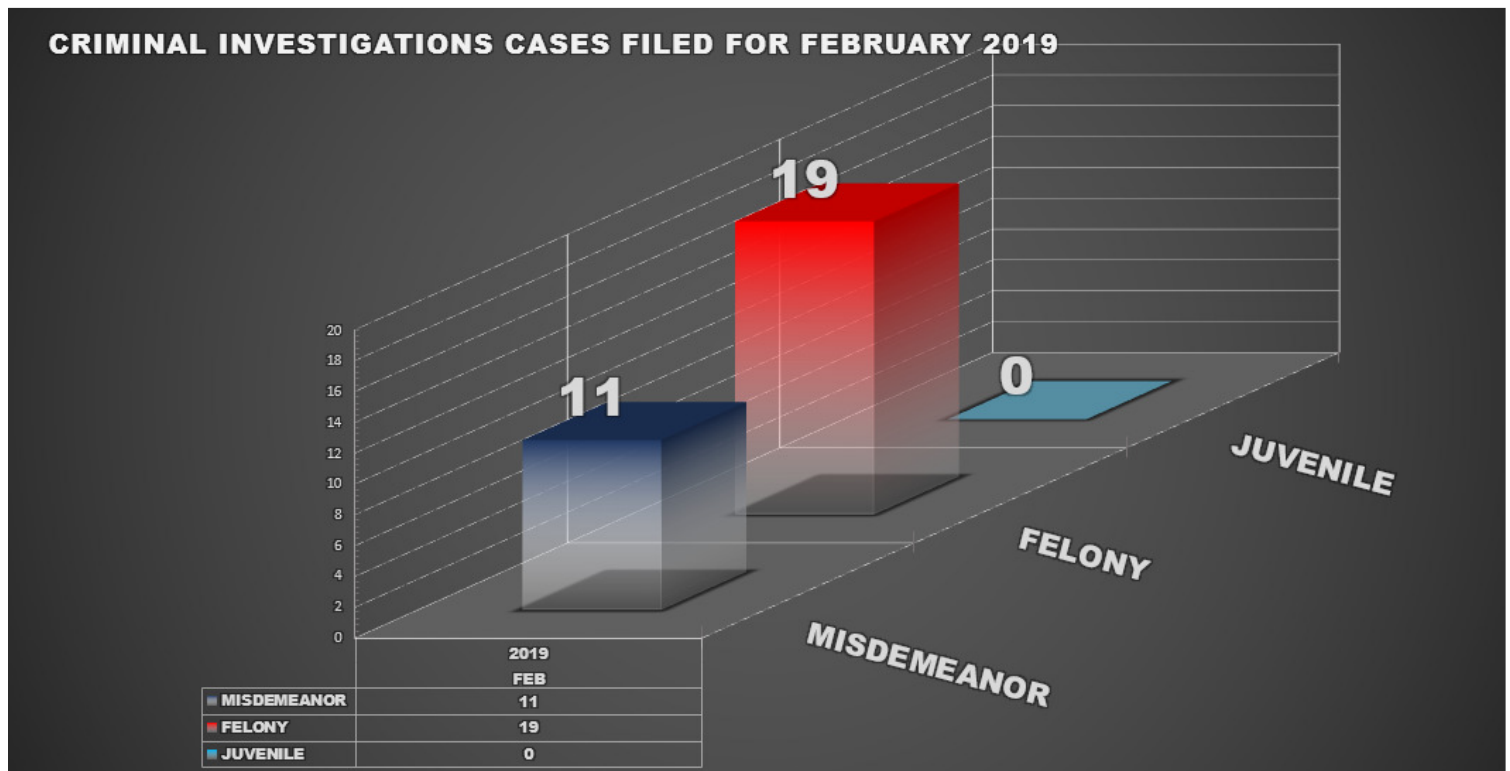
Arrests in February totaled 33. Arrests increased 136% from February 2018. Note: Arrests require a substantial portion of work-hours allocated per shift.



Accidents in February totaled 14, which is the same amount of accidents that we had in February 2018.



Criminal Investigations filed 11 misdemeanor cases, 19 felony cases and 0 juvenile cases with the D.A.'s Office in February.



Attachment: Police 2019 February Monthly Report (Staff Reports)

Key Department Indicators

Community Policing: Involving our community in proactive crime prevention is a major component of our community policing philosophy. In March 2018, the police department initiated a Problem-Solving Initiative to prevent construction thefts. Stakeholders were identified as the police department, Celina building Inspection, Celina permitting, the Celina community, and the builders and developers operating in Celina. The combined efforts of all the stakeholders resulted in over a 60% decline in construction thefts for 2018. This is a great example of what we can achieve through strategic partnerships.

Proactive Problem-Solving



Thefts from Construction Sites – **Down 61%**

Burglary of Buildings at Construction Sites – **Down 65%**

Criminal Mischief at Construction Sites – **Down 60%**

Patrol Intelligence/Narcotics Unit (PINU): The police department received 11 narcotics related reports and completed 6 Field Interviews in the month of February.

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

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

Individual Officer Training

- Lieutenant Jackson
 - Crisis Intervention #1850
- Sergeant Peck
 - Auto Theft Investigator
- Sergeant Hale
 - Crisis Intervention #1850
- Officer Wilson
 - Breaching
 - CRASE Instructor for Celina ISD
- Officer Raper
 - Breaching
 - Crisis Intervention #1850
- Officer Guidera
 - De-escalation #1849
- Officer Thomas
 - Breaching
- Officer Robinson
 - CRASE Instructor for Celina ISD
 - De-escalation #1849
- Officer Harris

- Auto Theft Investigator
- De-escalation #1849
- Officer Armstrong
 - Auto Theft Investigator
- Detective Webb
 - Auto Theft Investigator
- Detective Phillips
 - Auto Theft Investigator
 - De-escalation #1849
- Recruit Officer Cantu
 - Begin Phase 3 Field Training

Department Training

- Policy 1.2 Jurisdiction, Organization and Authority Update
- Policy 3.2 Field Training Update

Special Response Team (SRT) Training

- Monthly Team Training

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



Tony Griggs

Chief of Police

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

tgriggs@celina-tx.gov



Celina Fire Department
City of Celina, Texas

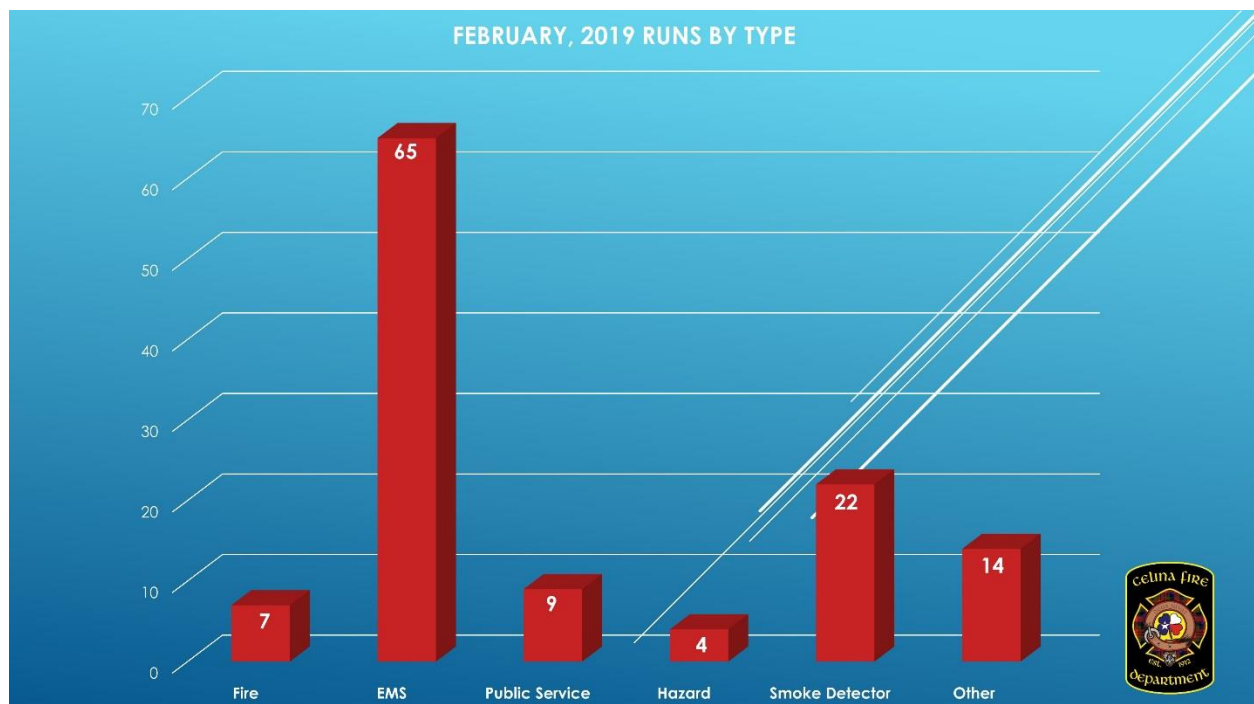
MEMORANDUM

To: Honorable Mayor Sean Terry and the Celina City Council
 From: Mark Metdker, Fire Chief/Fire Marshal
 CC: Jason Laumer, City Manager
 Date: 3/19/2019
 Re: February 2019 Fire Department Activity Report

This is the February 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 121 calls for service. 65 calls were EMS related



Attachment: FireFebruaryReport2019 (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 – February 2019

Fire Prevention and Inspections

Fire Marshal Friday

Training over Fire Sprinkler and Fire Alarm System at Kwik Kar with the crews and new hires.

Projects for February 2019

Smoke Detector Battery Replacement Program

Weekly DRC Meetings on New Construction Projects

Keller Williams Building (New Construction)

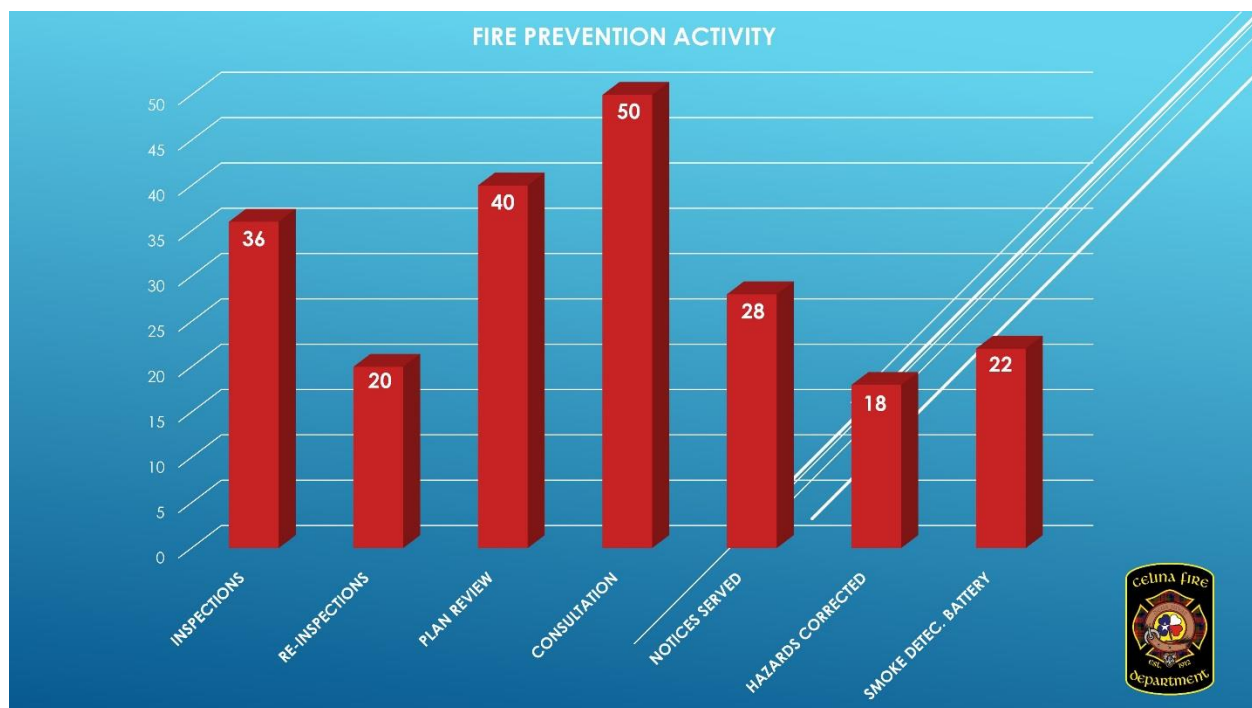
Celina Sports Complex (New Construction)

Kimley Horn Tenant Finish out

Fire Station # 2

Fire Station # 3

Bongos (New Construction)



Attachment: FireFebruaryReport2019 (Staff Reports)

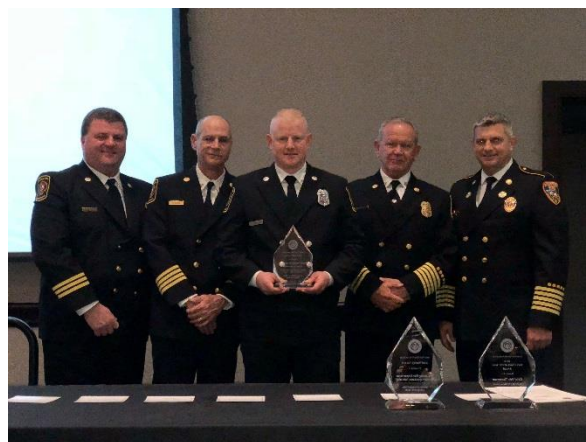
Operations/EMS/Emergency Management/Training

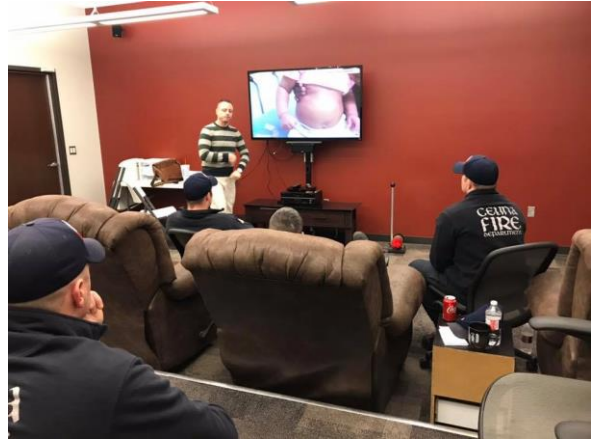
Month – February 2019

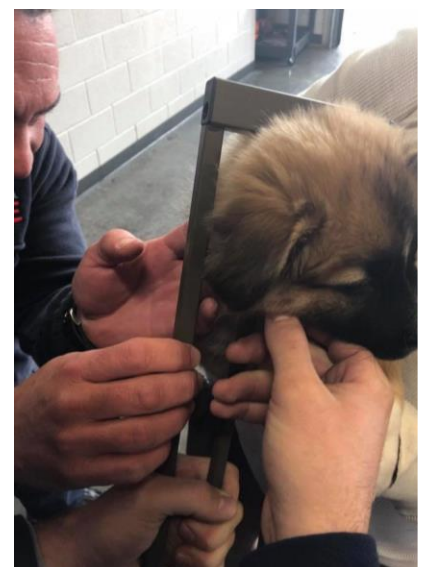
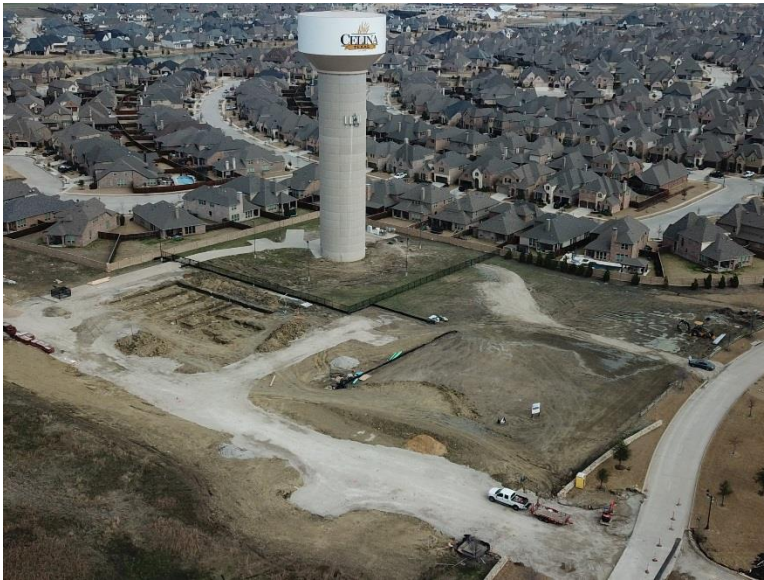
Updates

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.
- **Structure Fire** – Multiple units responded to a structure fire in North Preston Lakes. Prosper, Frisco, Gunter all 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. The apparatus committee has made 2 trips to Appleton, WI and they will be traveling for the third and final inspection in March.
- **Animal Rescue**- A concerned citizen brought their puppy that was stuck in a metal gate. Our crews were able to safely remove the dog without any injury.
- **Medical CE** – MCP continued to deliver medical CE's at Station # 1
- **Valor Award**- Andrew Needum received the Texas Fire Chiefs Valor Award at the Texas Fire Chief's Conference for his heroic efforts on the Southwest flight.



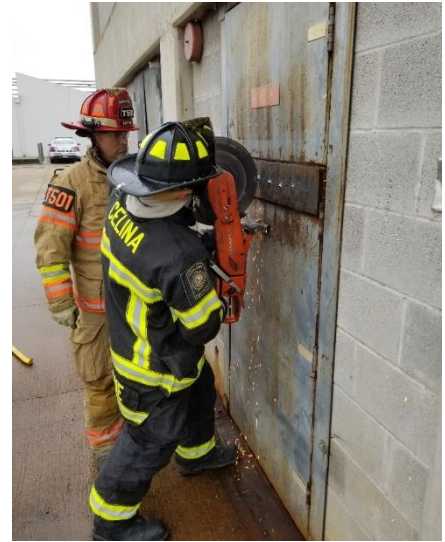




Attachment: FireFebruaryReport2019 (Staff Reports)

TRAINING

- **Paramedic School** – Seven Firefighter/EMT's are in preparation to attend Paramedic school.
- **All Saws Training-** Several firefighters attended All-Saws training. Focusing on power saws and their applications.
- **Building Construction-** All crews had a 2-part Building construction that had a classroom and hands on training on building construction.
- **Shift Level Training-** All crews participated in shift level training to include all fire ground operations

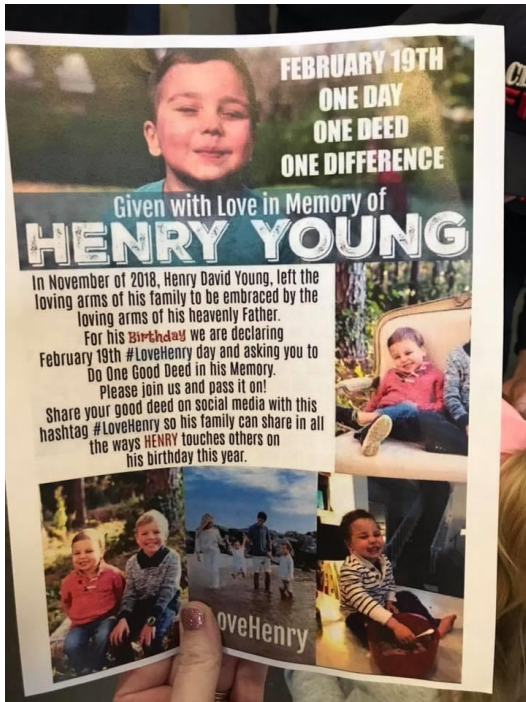




Attachment: FireFebruaryReport2019 (Staff Reports)

Public Relations

- 2/10 – Boy Scout Station Tour
- 12/19 – Henry Young Pay it Forward
- February – Multiple Station Tours



Attachment: FireFebruaryReport2019 (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



142 N. Ohio Drive • Celina, Texas 75009 • Phone 972.382.2682 • Fax 972.382.3736

Memorandum

To: Honorable Mayor Terry and the Celina City Council

From: Linda J. Shaw, Director of Library Services

CC: Paul DeBuff, Vicki Faulkner

Date: March 12, 2019,

Re: Public Library Activity Report – February 2019

Action Requested:

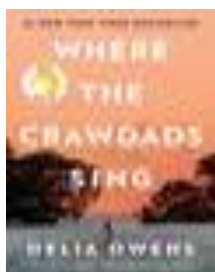
For review, informational, and statistical purposes

Operating Statistics	February 2019		FY 2018-19 Total
Total Visits to Library	1,103		6,668
Total Materials Checked Out	2,510		11,078
Children's Materials Checked Out	1,327		5,835
Adult Materials Checked	1,183		5,427
E-books Checked Out	880		3,955
E-books Checked Out as % of Total Circulation	35%		36%
New Members	38		150
Total Members	4,569		4,569
Members as % of Population*	50%		50%
Onsite Computer Users	97		639
Program Attendance	170		1,690
Volunteer Hours	24		118
Library Assets - Physical Collection			
Income from Fines and Fees	\$174.95		\$1,337.57
*Population assigned by Texas State Library & Archives Commission: 9,066			

Adult Activities:

Third Thursday Book Club

Members met February 20th at 10:30 a.m. in the library to discuss Where the Crawdad Sings by Delia Owens.



The following titles were selected for the first half of 2019:

February 21 - Where the Crawdad Sings by Delia Owens

March 21 - The Unsettling of America by Wendell Berry

April 18 - The Reckoning by John Grisham

May 16 - Clock Dance by Anne Tyler

June 20 - The Count of Monte Cristo by Alexandre Dumas



142 N. Ohio Drive • Celina, Texas 75009 • Phone 972.382.2682 • Fax 972.382.3736

Retirement Planning Workshop – February 21, 2019



Financial services experts Chianna Rodgers and Fred Shlesinger presented their FREE Retirement Education Seminar Training (R.E.S.T.) workshop at Celina Public.

Chianna is the current Chair Person for the Celina Public Library Advisory Board.

Adult Coloring Evening – February 26, 2019, 7:00pm-8:00pm



Coloring books aren't just for kids anymore! The fourth Tuesday of each month the library offers a relaxing hour of coloring (and chatting, if you'd like).

The library supplies the coloring pages, pens and pencils - or you may bring your own supplies if you prefer. All adults age 18 and older are welcome to attend.



Children's Activities:

Weekly Mother Goose Story Time & Craft – 10:30am Every Friday



The Library continues to offer a year-round preschool story time and craft on Friday mornings at 10:30am. Themes for February were:

Teddy Bears, Valentine's Day,

President's Day, and Construction Trucks.



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After-Hours Story Book Walk – February 20, 2019, 7:00pm to 8:pm

Children were invited to come to the Library with their pajamas on and to bring a flashlight. They need a flashlight because the lights were off in the Library. Pages from a picture book were taped in order on floor and the children and the parents had to follow the trail of pages using their flashlights to read the pages until they came to the end of the book. When they finished the book walk, they made a craft under a black light.



Attachment: Library March 2019 Council Memo (Staff Reports)

Staff Recommendation:

Thank you for your consideration of this item. If I can be of any support, please contact me at 972-382-2682, 972-382-8655 or by email at lshaw@celina-tx.gov.



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM 205 S. COLORADO STREET, CELINA, TX
75009**

Tuesday, February 12, 2019 AT 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	Present	5:10 PM
Andy Hopkins	City of Celina	Place 3	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Present	
Sean Terry	City of Celina	Mayor	Present	

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. First United Methodist Church Pastor John Baldwin gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

IV. OPEN FORUM:

No public input was received.

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. New employee introductions. (McAfee) (Shaw)

Director of Development Services Dusty McAfee introduced Building Inspectors Jerry Carnes, Casey Barney and Planning Manager Madhuri Mohan. Director of Library Services Linda Shaw introduced Youth Services Librarian Amy Staples.

B. Master Trails Plan Presentation. (Norris Design)

Rick Leisner and Johnathan West with Norris Design gave a brief presentation.

C. Discussion regarding 2015 Model Code. (McAfee)

Director of Development Services Dusty McAfee presented data on adopting the updated code.

Minutes Acceptance: Minutes of Feb 12, 2019 5:00 PM (Minutes Approval)

D. Comprehensive Plan update. (McAfee)

Director of Development Services Dusty McAfee referenced Ideation Planning as the company to update the plan.

E. General locations for future fire and police stations. (Metdker, Griggs, DeBuff)

A map with general locations for future stations was presented to 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 convened into Executive Session at 5:24 p.m. with City Attorney Trey Sargent 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.

A. Discussion regarding a resolution supporting proposed legislation related to the creation of the North Celina Municipal Management District #3 (Dynavest).

Reconvene Into Open Session

The City Council reconvened into open session at 5:50 p.m.

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

No action was taken out of Executive Session.

VII. CONSENT AGENDA:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Webber, Place 1
SECONDER:	Andy Hopkins, Place 3
AYES:	Webber, Nabors, Hopkins, Roberts, Koehne, Anderson

A. Minutes Approval:

1. City Council - Regular Meeting - Jan 8, 2019 5:00 PM
2. City Council - Special Meeting - Jan 22, 2019 5:00 PM

B. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Celina Independent School District and Collin County, and a Joint General Election Agreement by and among the City of Celina, Denton County Elections Administrator and political subdivisions of Denton County. (Faulkner)

- C. Consider and act upon a Professional Service Agreement with Ideation Planning, LLC for a Comprehensive Plan and authorize and empower the City Manager to execute the same. (Comprehensive Plan) (McAfee)
- D. Consider and act to appoint Corbett Howard as the City-appointed director for Celina Municipal Management District No. 2 Board of Directors for a term ending May 1, 2022. (Laumer)
- E. Consider and act to authorize the City Manager to execute a contract by and between the City of Celina and Archer Western Construction LLC in the amount of \$3,656,576.99 for the construction of improvements to the Celina Road and Downtown Pump Stations. (Brawner)
- F. Consider and act to authorize the Mayor to execute a contract by and between the City of Celina and Marilee Special Utility District for the fifth addendum to the Full and Final Settlement Agreement and Release executed on April 24, 2001. (Laumer)
- G. Consider and act to authorize the City Manager to execute a contract between the City of Celina and McKee Utility Contractors in the amount of \$3,525,254.00 for the construction of 36-inch and 30-inch water line and appurtenances (Brawner)
- H. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Viking Industrial Painting in the amount of \$459,800.00 (includes 10% contingency) for the Downtown elevated storage tank repair and rehab project. (Brawner)

VIII. PUBLIC HEARING/ACTION:

- A. The City Council will conduct the second of two public hearings, 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 7.426 acre tract of land generally located on the north side of Frontier Parkway and approximately 900 feet east of Prairie Crossing. (All Storage Annexation) (McAfee)

(2019-03) Mayor Terry opened the hearing at 5:52 p.m. Art Anderson, representing the application spoke in support. No other public comment was received. The hearing was closed at 5:58 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chad Anderson, Place 6
SECONDER:	Wayne Nabors, Place 2
AYES:	Webber, Nabors, Hopkins, Roberts, Koehne, Anderson

- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning of an approximately 7.4 acre tract of land from AG, Agricultural zoning district to PD, Planned Development District No. 95 (PD-95) with a base zoning designation of RO, Retail Office zoning, generally located on the north side of Frontier Parkway approximately 900 feet east of Prairie Crossing. (All Storage Celina Zoning Request) (McAfee)

(2019-04) Mayor Terry opened the hearing at 5:58 p.m. Art Anderson, representing the applicant, spoke in support. No other public comment was received. The hearing was closed at 6:03 p.m.

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Wayne Nabors, Place 2
AYES: Webber, Nabors, Hopkins, Roberts, Koehne, Anderson

- C. The City Council will conduct the first of two public hearings on the City-Initiated annexation of an approximately 4.0 acre tract of land owned by the City of Celina, and generally located on the north side of Light Farms Way and approximately 350 feet east of the Dallas North Tollway. (Fire Station No. 2 Annexation) (McAfee)

Mayor Terry opened the hearing at 6:03 p.m. No public comment was received. The hearing was closed at 6:05 p.m.

IX. ACTION ITEM:

- A. Consider and act upon a resolution declaring an expectation to reimburse expenditures with proceeds of future debt, and all matters incident and related thereto. (Toutounchian)

(2019-09R)

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

- B. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Lee Engineering in the amount of \$88,091.00 for the design of Preston Road lights from Frontier Pkwy to CR 94. (Brawner)

RESULT: APPROVED [UNANIMOUS]
MOVER: Carmen Roberts, Place 4
SECONDER: Wayne Nabors, Place 2
AYES: Webber, Nabors, Hopkins, Roberts, Koehne, Anderson

- C. Consider and act to authorize the City Manager to execute an amendment to the Construction Manager at Risk Agreement to Establish the Guaranteed Maximum Price for by and between the City of Celina and Hill & Wilkinson in the amount of \$6,669,613.00 (Brawner)

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

- D. Consider and act upon an Office of the Governor Criminal Justice Program (JAG) grant resolution of support. (Griggs)

(2019-10R)

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

- E. Consider and act upon a resolution of the City of Celina Texas supporting the creation of the Celina Municipal Management District Number 3. (Sorrells MMD) (Laumer)

(2019-11R) Councilwoman Mindy Koehne recused herself from this discussion at 6:17 p.m.

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

X. ADJOURNMENT:

There being no further discussion Mayor Terry adjourned the meeting at 6:18 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Feb 12, 2019 5:00 PM (Minutes Approval)



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: March 19, 2019
Re: Celina Economic Development Corporation bylaws amendment

Action Requested:

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)

Background Information:

According to the State of Texas, the Celina Economic Development Corporation must routinely update the bylaws in accordance with State and local laws. The last update to the bylaws was 1996.

Board Review/Citizen Input:

The CEDC adopted the bylaws at the February 5th, 2019 regular board meeting.

Legal Review:

The City attorney has reviewed and approved the changes.

Supporting Documents:

Adopted Bylaws

Staff Recommendation:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING AMENDED AND RESTATED ORGANIZATIONAL BYLAWS OF THE CELINA ECONOMIC AND DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (Council) previously approved Bylaws for the CEDC; and

WHEREAS, the Council has determined that approving the amended and restated the Bylaws would be in the CEDC's best interests.

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

Section 1. Recitals Incorporated. The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. Approval and Recommendation of the Amended and Restated Bylaws. The Council reviewed the Amended and Restated Bylaws, attached hereto as Exhibit "A", and accepts and approves the amendments.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS.

APPROVED:

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: CEDC Approve Amended Bylaws (2019-12R : CEDC Bylaws)

AMENDED AND RESTATED
BYLAWS OF
CELINA ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I

PURPOSE AND POWERS

Section 1. Purpose. The Corporation is incorporated for the purposes set forth in its Articles of Incorporation, the same to be accomplished on behalf of the City of Celina, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended; Chapter 501, 502 and 504 of the Texas Local Government Code, and other applicable laws.

Section 2. Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by Chapters 501, 502 and 504 of the Texas Local Government Code (the "Act"), and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II

OFFICES

Section 1. Principal Office: The Principal office of the Corporation in the State of Texas shall be located in the City of Celina, Collin County, Texas.

Section 2. Registered Office and Registered Agent: The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

Section 1. Members. The Corporation shall have no members or stockholders.

ARTICLE IV

Section 1. Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, the ballot proposition

authorizing sales tax for the Corporation, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) Board shall consist of five (5) directors, each of whom, as well as each replacement, shall be appointed by the City Council (the "City Council") of the City. The City Council shall consider an individual's experience, accomplishments and educational background in appointing members to the Board. The Board may make recommendations of individuals to the City Council for appointment to the Board. When the population of the City of Celina reaches approximately 30,000, at which time the City Council may elect to expand the number of directors to seven (7).

(c) The directors shall serve a two-year term, except that in order to establish staggered terms, the City Council shall designate two members of the initial Board to serve a one-year term and three members to serve two year terms, with the one-year terms of service. Thereafter, each successor member of the Board shall be appointed and shall serve for two years or until a successor is appointed, or until his or her resignation, as herein provided. Unless otherwise provided, terms shall expire on September 1.

(d) Any director may be removed from office by the City Council at will.

Section 2. Meeting of Directors. The directors may hold their meetings at such place or places, but in any event within the City, as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws.

Section 3. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Section 551 of the Texas Government Code, as amended.

Section 4. Notice of Meetings. To the extent that the Open Meetings Act conflicts with provisions of this section, the Open Meetings Act shall govern. Each agenda of a regular Board meeting shall contain an item, titled "Citizens Forum", to allow public comment to be made by the general public concerning Board related matters, but the Board may only respond as allowed under the Texas Open Meetings Act.

(a) Regular meetings of the Board shall be held without the necessity of written notice to the directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the President, Secretary, by a majority of the directors, by the Mayor of the City, or by a majority of the City Council.

(b) The President shall give notice to each director for any Emergency Meeting (as defined in the Texas Open Meetings Act) in person or telephone, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a Special Meeting. At any meeting at which every director shall be present, even though without any individual notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.

(c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postage paid envelope addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The business to be transacted and the purpose of any Regular or Special meeting of the Board need be specified in the notice or waiver of such meeting. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Quorum and Voting. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The affirmative vote of three (3) directors present at a meeting at which a quorum is in attendance shall constitute the Board action, unless the act of a greater number is required by law. However, in no event shall any project, expenditure or amendment to these Bylaws or Articles of Incorporation be approved upon the affirmative vote of less than three (3) directors present at a meeting. A director may not vote by proxy. Directors must be present in order to vote at any meeting. Regular attendance at the Board meetings is required of all directors. The following number of absences shall constitute the basis for replacement of a director. Three (3) consecutive unexcused absences from meetings of the Board shall cause the position to be considered vacant. In addition, the position of any director who has four (4) unexcused absences in a twelve (12) month period shall be considered vacant.

Section 6. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board or the law.

(b) At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall exercise the powers of the president.

Section 7. Compensation of Directors. Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

Section 8. Ex Officio Members. The City Council may designate two (2) Ex Officio Members, one of which shall be a Councilmember and the other the City Manager. The Ex Officio Members may attend all meetings of the Board of Directors or Committees, including executive meetings, and shall have the right to take part in any discussion, but shall not have the power to vote.

ARTICLE V

OFFICERS

Section 1. Titles and Term of Office.

(a) The officers of the Corporation shall be a president, a vice president, and such other officers as the Board may from time to time elect or appoint. Terms of office shall be one (1) year ending September 1, with the right of an officer to be reelected.

(b) All officers shall be elected by and be subject to removal from office at any time, by a vote of a majority of the entire Board.

(c) A vacancy in the office of any officer shall be filled for the remaining term by a vote of a majority of the entire Board.

Section 2. President. The president shall be the presiding officer of the Board with the following authority:

(a) Shall preside over all meetings of the Board.

(b) Shall vote on all matters coming before the Board.

(c) Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgment such a meeting is required.

(d) Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.

(e) Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of a temporary nature or concern or which have a temporary effect on the business of the Board.

(f) In addition to the above-mentioned duties, the president shall sign or other designated person any deed, mortgage, bonds, contracts, or other instruments which the Board has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws or by statute.

(g) In general, the president shall perform all duties incidents to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice President. The vice president shall have such powers and duties as maybe prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be presumptive evidence of the president's absence or inability to act at the time of such action was taken.

Section 4. Director. The director of the Corporation, if the Board feels that one is needed, shall be a compensated employee of the Corporation. The director shall be the chief executive officer of the Corporation responsible for all daily operations and the implementation of Board

policies and resolutions. The director shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe.

Section 5. Election of Officers. The president and vice president, shall be elected from among the members of the Board.

Section 6. Compensation. The directors, including the directors serving in the offices of president and vice president of the Corporation, shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereunder, including, but not limited to, the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors for both regular and special meetings are not eligible for reimbursement. Other officers, who are not members of the Board, may be compensated as directed by the Board.

Section 7. Personnel. The Corporation may establish full-time and/or part-time personnel positions. Personnel positions so established shall be reflected in the Annual Corporate Budget and approved accordingly, as referenced in Article VI, Section 2 of these Bylaws.

Section 8. Contracts for Service. The Corporation may expend moneys to contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks, which will aid or assist the Board in the performance of its duties. City Council approval is required if the contract exceeds \$50,000. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policymaking functions in discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City for the services provided by any of the City's department. An administrative services contract shall be executed between the Board and the City for other City services or functions, with the City to be compensated as provided for herein.

ARTICLE VI

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Economic Development Plan. The Board shall research, develop, prepare, and submit to the City Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City. Said plan should take into consideration general development plans and policies of the City Council.

Section 2. Public Funds Investment Policy. Subject to approval by the City Council, the Board may adopt and may, from time to time, amend, an investment policy as required by Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act." In the event the Board has not adopted an investment policy for the Corporation, the Corporation shall follow the investment policy in effect at that time for the City.

Section 3. Annual Corporate Budget. On or before October 1st of each year, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The budget shall not be effective, nor shall expenditures occur until the same has been approved by the City Council.

Section 4. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. Notwithstanding, Article V, Section 5, the Corporation may maintain any financial records solely at the City offices.

(b) The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. Such audit shall be at the expense of the Corporation.

Section 5. Deposit and Investment of Corporate funds.

(a) All proceeds from the issuance of bonds, notes, other debt instruments ("Debt Obligations") issued by the Corporation shall be deposited and invested as provided in the resolutions, orders, indentures, or other documents authorizing or relating to the issuance.

(b) All other monies of the Corporation shall, with Board and City Council approval, be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed by the City Council, or their designee, at the City's expense.

(c) The treasurer or a different person so designated by the Board shall take what necessary classes or instruction to qualify to invest the Corporations funds as prescribed by law.

Section 6. Expenditures of Corporate Money. The moneys of the Corporation, including sales and use taxes collected pursuant to the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitation:

(a) Expenditures for the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Sections 6 of this Article.

(b) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 3 of this Article.

Section 7. Contracts. As provided herein, the president or any two officers shall execute contracts or other instruments which the Board has approved and authorized in the name and on

behalf of the Corporation. No contract or other transaction between the Corporation and any other corporation, person or entity shall be executed unless the majority of the Board who are present and approve by an affirmative vote such contract are persons with no interest in such other person or entity, provided that membership on the City Council shall not constitute an interest which shall disqualify directors from voting on contracts between the Corporation and the City.

Section 8. Issuance of Obligations. No obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 9. Conflicts of Interest. A Board member, officer of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation, except that the director may enter into an employment agreement with the Corporation. No officer or employee of the Corporation shall have a financial interest, direct or indirect, in any contract with the Corporation, to the extent prohibited by Chapter 171 of the Texas Local Government Code, or shall be financially interested, directly or indirectly, in the sale to the Corporation of any land, materials, supplies or service where such financial interest is prohibited by state law. Any willful violation of this section shall constitute malfeasance in the office, and any officer or employee guilty thereof shall forfeit his or her office or position. Any violation of this section, with the knowledge, express or implied, of the person or corporation contracting with the Corporation shall render the contract involved voidable by the Council.

Section 10. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 2. Seal. The seal of the Corporation shall be determined by the Board; but these Bylaws shall not be construed to require the use of the corporate seal.

Section 3. Resignation. Any director or officer may resign at any time. Such resignation shall be made in writing, addressed to the Mayor, City Secretary and the Board president, and shall take effect at the time specified therein; or, if no time is specified, at the time of its receipt by the president. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Approval or Advice and Consent by the City Council. To the extent that these Bylaws refer to any approval by the City or the City Council or refer to advice and consent by the City Council, such approval, or advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the City Council.

Section 5. Services of City Staff and Officers. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he or she finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in these Bylaws.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council and the Board.

Section 6. Indemnification of Directors, Officers, and Employees.

(a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify a person who was, is or has been threatened to be made a named defendant or respondent in a proceeding because the person is or was a Board member, officer, employee, or agent, but only if the determination to indemnify is made in accordance with the provision of Tex. Bus. Org. Code Ann. Chapter 8, as amended.

(c) The Corporation shall indemnify each and every member of the Board, its officers, its agents, and each member of the City Council and each employee of the City to the fullest extent permitted by law and not otherwise covered by insurance, against any and all actions or omissions that may arise out of the functions and activities of the Corporation.

(d) The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

(e) Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

Section 7 Applicability of City Charter, Code of Ordinances, Policies and Procedures. The Celina City Charter and all duly approved City ordinances, policies and procedures, except those related to purchasing or selling of property, shall apply directly to the Corporation and the Board unless such charters, ordinances, policies or procedures are superseded by state law or not related to the functions of the Board. The Board has the prerogative to adopt other policies and procedures,

in addition to those of the City provided they are not in conflict with existing City Charter, ordinances, policies and procedures. Where uncertainty exists that the Charter, ordinances, policies and procedures are unrelated to the functions of the Board, such interpretation shall be in favor of compliance with the City Charter, ordinances, policies, and procedures.

Section 9. Nepotism. No person related within the second degree by affinity or the third degree by consanguinity to any member of the Board or any officer of the Corporation shall be appointed to any paid office, position, clerkship or other position of service to the Corporation.

Section 10. Prohibited Acts. As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:

- (a) Do any act in violation of these Bylaws or a binding obligation of the Corporation;
- (b) Do any act with the intention of harming the Corporation or any of its operations;
- (c) Do any act that would make it improbable or unnecessarily difficult to carry on the intended or ordinary business of the Corporation;
- (d) Receive an illegal personal or business benefit from the operation of the Corporation;
- (e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation,
- (f) Wrongfully transfer or dispose of Corporation property; including intangible property such as good will;
- (g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business;
- (h) Disclose any of the Corporation's privileged business information, trade secrets, or other confidential information to any persons not authorized to receive such information;
- (i) Commit Corporation funds without the prior approval of the Board.

Further, the Corporation shall not have the power to own or operate any project as a business other than as lessor, seller, or lender pursuant to the requirements of any trust agreement securing the credit transaction. Accordingly, the user pursuant to any lease, sale or loan agreement relating to a project shall be considered to be the owner of the project for the purpose of the application of any ad valorem, sales and use taxes and other taxes levied or imposed by the state or any political subdivision of this state. The purchase and holding of mortgages, deeds of trust or other security interests and contracting for any servicing thereof shall not be deemed an operation of a project.

ARTICLE VIII

EFFECTIVE DATE, AMENDMENTS, DISSOLUTION OF THE CORPORATION

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board; and
- (2) the approval of these Bylaws by the City Council.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws may be amended by an affirmative vote of at least three (3) Board members present at any regular meeting or at any special meeting, and such amendment will be effective upon approval by the City Council. In addition, the City Council may amend the Articles of Incorporation or Bylaws on its own motion.

Section 3. Dissolution of the Corporation. Upon dissolution of the Corporation, titles to or other interest in any real or personal property owned by the Corporation at such time shall vest in the City of Celina, Texas.

Adopted this the _____ day of _____, 2019.

President of the Board of Directors

Attest:

City Secretary

Attachment: CEDC Approve Amended Bylaws (2019-12R : CEDC Bylaws)

BYLAWS OF
CELINA ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I

PURPOSE AND POWERS

Section 1. Purpose. The Corporation is incorporated for the purposes set forth in Article IV of its Articles of Incorporation, the same to be accomplished on behalf of the City of Celina, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended, Vernon's Ann.Civ.St.Art. 5190.6 (the "Act"), and other applicable laws.

Section 2. Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by Section 4A of the Act, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II

OFFICES

Section 1. Principal Office: The Principal office of the Corporation in the State of Texas shall be located in the City of Celina, Collin County, Texas.

Section 2. Registered Office and Registered Agent: The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be identical with the principal office of the corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

The Corporation shall have no members or stockholders.

ARTICLE IV

Section 1. Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, but the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) Board shall consist of five (5) directors, each of whom, as well as each replacement, shall be appointed by the City Council (the "Council") of the City. The Council shall consider an individual's experience, accomplishments and educational background in appointing members to the Board. The Board may make recommendations of individuals to the Council for appointment to the Board.

(c) The directors shall serve a two-year term, except that in order to establish staggered terms, the Council shall designate two members of the initial Board to serve a one-year term and three members to serve two year terms, with the one-year terms of service ending September 1, 1997. Thereafter, each successor member of the Board shall be appointed and shall serve for two years or until a successor is appointed, or until his or her resignation, as herein provided. Unless otherwise provided, terms shall expire on September 1.

(d) Any director may be removed from office by the Council at will.

Section 2. Meeting of Directors. The directors may hold their meetings at such place or places, but in any event within the City, as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws.

Section 3. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Article 6252-17, Tex.Rev.Civ.Stat.Ann. as amended.

Section 4. Notice of Meetings. To the extent that the Open Meetings Act conflicts with provisions of this section, the Open Meetings Act shall govern.

(a) Regular meetings of the Board shall be held without the necessity of written notice to the directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the President, Secretary, by a majority of the directors, by the Mayor of the City, or by a majority of the City Council.

(b) The secretary shall give notice to each director for any Emergency Meeting (as defined in the Texas Open Meetings Act) in person or telephone, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a Special Meeting. At any meeting at which every director shall be present, even though without any individual notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.

(c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post officer box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The business to be transacted and the purpose of any Regular or Special meeting of the Board need be specified in the notice or waiver of such meeting. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Quorum. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The affirmative vote of three (3) directors present at a meeting at which a quorum is in attendance shall constitute the Board action, unless the act of a greater number is required by law.

Section 6. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board or the law.

(b) At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall exercise the powers of the president.

(c) The secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 7. Compensation of Directors. Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

ARTICLE V

OFFICERS

Section 1. Titles and Term of Office.

(a) The officers of the Corporation shall be a president, a vice president, a secretary and a treasurer and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the president shall not hold the office of vice president, secretary or treasurer. Terms of office shall be one (1) year ending September 1, with the right of an officer to be reelected.

(b) All officers shall be elected by and be subject to removal from officer at any time, by a vote of a majority of the entire Board.

(c) A vacancy in the office of any officer shall be filled for the remaining term by a vote of a majority of the entire board.

Section 2. President. The president shall be the presiding officer of the Board with the following authority:

(a) Shall preside over all meetings of the Board.

(b) Shall vote on all matters coming before the Board.

(c) Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgment such a meeting is required.

(d) Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.

(e) Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of a temporary nature or concern or which have a temporary affect on the business of the Board.

In addition to the above mentioned duties, the president shall sign with the Secretary of the Board or other designated person any deed, mortgage, bonds, contracts, or other instruments which the Board has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws or by statute. In general, the president shall perform all duties incidents to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be presumptive evidence of the president's absence or inability to act at the time of such action was taken.

Section 4. Treasurer. The treasurer shall have the responsibility to monitor the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all moneys received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his or her duties in such form and amount as the Board may require.

Section 5. Manager. The manager of the Corporation, if the Board feels that one is needed, shall be a compensated employee of the Corporation. The manager shall be the chief executive officer of the Corporation responsible for all daily operations and the implementation of Board policies and resolutions. The manager shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe.

Section 6. Secretary. The secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; shall have charge of the corporate books, records, documents and instruments, except the papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours; and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The secretary shall submit a copy of all corporation minutes and actions to the City Secretary within a reasonable time after a meeting.

Section 7. Election of Officers. The president, vice president, secretary, and treasurer shall be elected from among the members of the Board.

Section 8. Compensation. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereunder. Other officers, who are not members of the Board, may be compensated as directed by the Board.

Section 9. Personnel. The Corporation may establish full-time and /or part-time personnel positions. Personnel positions so established shall be reflected in the Annual Corporate Budget and approved accordingly, as referenced in Article VI, Section 2 of these Bylaws.

Section 10. Contracts for Service. The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging the duties herein above set forth in this section.

ARTICLE VI

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Economic Development Plan. The Board shall research, develop, prepare, and submit to the Council for its approval, an economic development plan for the

City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City. Said plan should take into consideration general development plans and policies of the City Council.

Section 2. Annual Corporate Budget. On or before ^{changed to Dec 1} January 1st of each year, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing calendar year. The budget shall not be effective nor shall expenditures occur until the same has been approved by the Council.

Section 3. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. Notwithstanding, Article V, Section 5, the corporation may maintain any financial records solely fit the City offices.

(b) The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. Such audit shall be at the expense of the Corporation.

Section 4. Deposit and Investment of Corporate Funds.

(a) All proceeds from the issuance of bonds, notes, other debt instruments ("Debt Obligations") issued by the Corporation shall be deposited and invested as provided in the resolutions, orders, indentures, or other documents authorizing or relating to the issuance.

(b) All other moneys of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed by the Council at the City's expense.

(c) The treasurer or a different person so designated by the Board shall take what necessary classes or instruction to qualify to invest the Corporations funds as prescribed by law.

Section 5. Expenditures of Corporate Money. The moneys of the Corporation, including sales and use taxes collected pursuant to Section 4A of the Act, moneys derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitation:

(a) Expenditures for the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Sections 6 of this Article.

(b) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 2 of this Article.

Section 6. Issuance of Obligations. No obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 7. Conflicts of Interest. A Board member, officer of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation.

Section 8. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be the normal calendar year.

Section 2. Seal. The seal of the Corporation shall be determined by the Board.

Section 3. Resignation. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or, if no time is specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Approval or Advice and Consent by the Council. To the extent that these Bylaws refer to any approval by the City of the Council or refer to advice and consent by the Council, such approval, or advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the Council.

Section 5. Services of City Staff and Officers. The Corporation shall have the right to utilize the services of City personnel for usual and routine matters, provided that the performance of such service does not materially interfere with the other duties of such

personnel of the City. Subject to the approval of the city manager or the City Council, the Corporation may utilize the services of City personnel for unusual and non-routine matters. The Corporation shall pay reasonable compensation to the City for such services or use of any City personnel.

Section 6. Indemnification of Directors, Officers, and Employees.

(a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify a person who was, is or has been threatened to be made a named defendant or respondent in a proceeding because the person is or was a Board member, officer, employee, or agent, but only if the determination to indemnify is made in accordance with the provision of Article 1396-2.22A of the Texas Civil Statutes, as amended.

(c) The Corporation shall indemnify each and every member of the Board, its officers, its agents, and each member of the City Council and each employee of the City to the fullest extent permitted by law and not otherwise covered by insurance, against any and all actions or omissions that may arise out of the functions and activities of the Corporation.

(d) The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation. Or on behalf of any person serving at the request of the Corporation as Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

(e) Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

ARTICLE VIII

EFFECTIVE DATE, AMENDMENTS

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board; and
- (2) the approval of these Bylaws by the City Council.

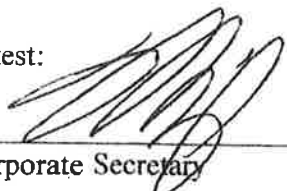
Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws may be amended or repealed and amended articles of incorporation and bylaws may be adopted by an affirmative vote of at least three (3) Board members present at any regular meeting or at any special meeting, if at least five (5) days written notice is given of an intention to amend or repeal the articles of incorporation and bylaws or to adopt new articles of incorporation and bylaws will be effective upon approval by the City Council.

Adopted this the 14 day of NOVEMBER, 1996.



President of the Board of Directors

Attest:



Corporate Secretary



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: March 19, 2019
 Re: Bluewood Phase 2 Costs Determining Resolution/Draft SAP update

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain public improvements to be financed by the Wells 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)

Background Information:

On February 9, 2016, the City created the Wells North Public Improvement District, authorizing the issuance of up to \$20 million in bonds. To date, the City has issued \$9,660,000 in PID Bonds for Wells North PID.

This item outlines the costs of the next assessment for Wells North, and provides notice of a public hearing for April 9, 2019.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This document has been reviewed by the City Attorney.

Supporting Documents:

- Proposed resolution & Preliminary Service and Assessment Plan

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED 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 BENEFITTED PROPERTY LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2 OF THE WELLS NORTH PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

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

WHEREAS, on February 9, 2016 the City Council conducted a public hearing to consider a petition received by the City on December 21, 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 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the City has issued \$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 2015 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) (the “Neighborhood Improvement Area #1 Bonds”) that are secured by Special Assessments levied on Neighborhood Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan related to the District); and

WHEREAS, the City Council and the City staff have been presented a “Wells North Public Improvement District Preliminary Service and Assessment Plan – Updated for Neighborhood Improvement Area #2,” including the proposed assessment roll for Neighborhood Improvement Area #2 attached thereto (the “Proposed Neighborhood Improvement Area #2 Assessment Roll”), dated March 8, 2019 (collectively, the “Preliminary SAP Update”), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP Update sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time (defined therein as the “Public Improvements”) and the Proposed Neighborhood Improvement Area #2 Assessment Roll states the special assessments proposed to be levied against benefited property located within Neighborhood Improvement Area #2 in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Neighborhood Improvement Area #2 Assessment Roll be filed with the City Secretary of the City (the “City Secretary”) and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the “Assessment Hearing”) be called to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

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

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

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

SECTION 2. THAT the City Council does hereby accept the Preliminary SAP Update for the District, including the Proposed Neighborhood Improvement Area #2 Assessment Roll, a copy of which is attached hereto as **Exhibit A**, which final form shall be approved by the City Manager and the City's land use attorney, and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP Update.

SECTION 3. THAT the City Council hereby determines that the total costs of the Neighborhood Improvement Area #2 Improvements (as defined in the Preliminary SAP Update) to be financed at this time by the District are as set forth in Table III-D of the Preliminary SAP Update, which costs do not include the payment of expenses incurred in the administration of the District or certain costs related to the financing such improvements.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Neighborhood Improvement Area #2 Improvements (as defined in the Preliminary SAP Update) to be financed at this time by the District, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan Update which will include final Neighborhood Improvement Area #2 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Neighborhood Improvement Area #2 Assessment Roll states the assessment proposed to be levied against each parcel of land in Neighborhood Improvement Area #2 of the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP Update.

SECTION 6. THAT the City Council expressly defers the levy of assessments against property within future improvement areas for improvements that will benefit such property until such time as the costs of such improvements can be determined with certainty as referenced in Section IV of the Preliminary SAP Update.

SECTION 7. THAT the City Council hereby authorizes and directs the filing of the Proposed Neighborhood Improvement Area #2 Assessment Roll with the City Secretary and the same shall be available for public inspection.

SECTION 8. THAT the City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing as defined above) to be held on **April 9, 2019 at or after 5:00 p.m.** at Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on the property within Neighborhood Improvement Area #2 of the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on April 9, 2019, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before March 28, 2019 as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Neighborhood Improvement Area #2 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before March 28, 2019, to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on April 9, 2019 as required by Section 372.016(c) of the Act.

SECTION 11. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the April 9, 2019 meeting of the City Council.

SECTION 12. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 19th day of March, 2019.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: LEGAL-#79089-v4-Celina_Wells_North_(Bluewood)_PID_2019_Ph_2 -

EXHIBIT A**PRELIMINARY SERVICE AND ASSESSMENT PLAN
UPDATED FOR NEIGHBORHOOD IMPROVEMENT AREA #2**

Attachment: LEGAL-#79089-v4-Celina_Wells_North_(Bluewood)_PID_2019_Ph_2 -

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, and the Neighborhood Improvement Area #1 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.K** 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 104.24 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, 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.J** 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.

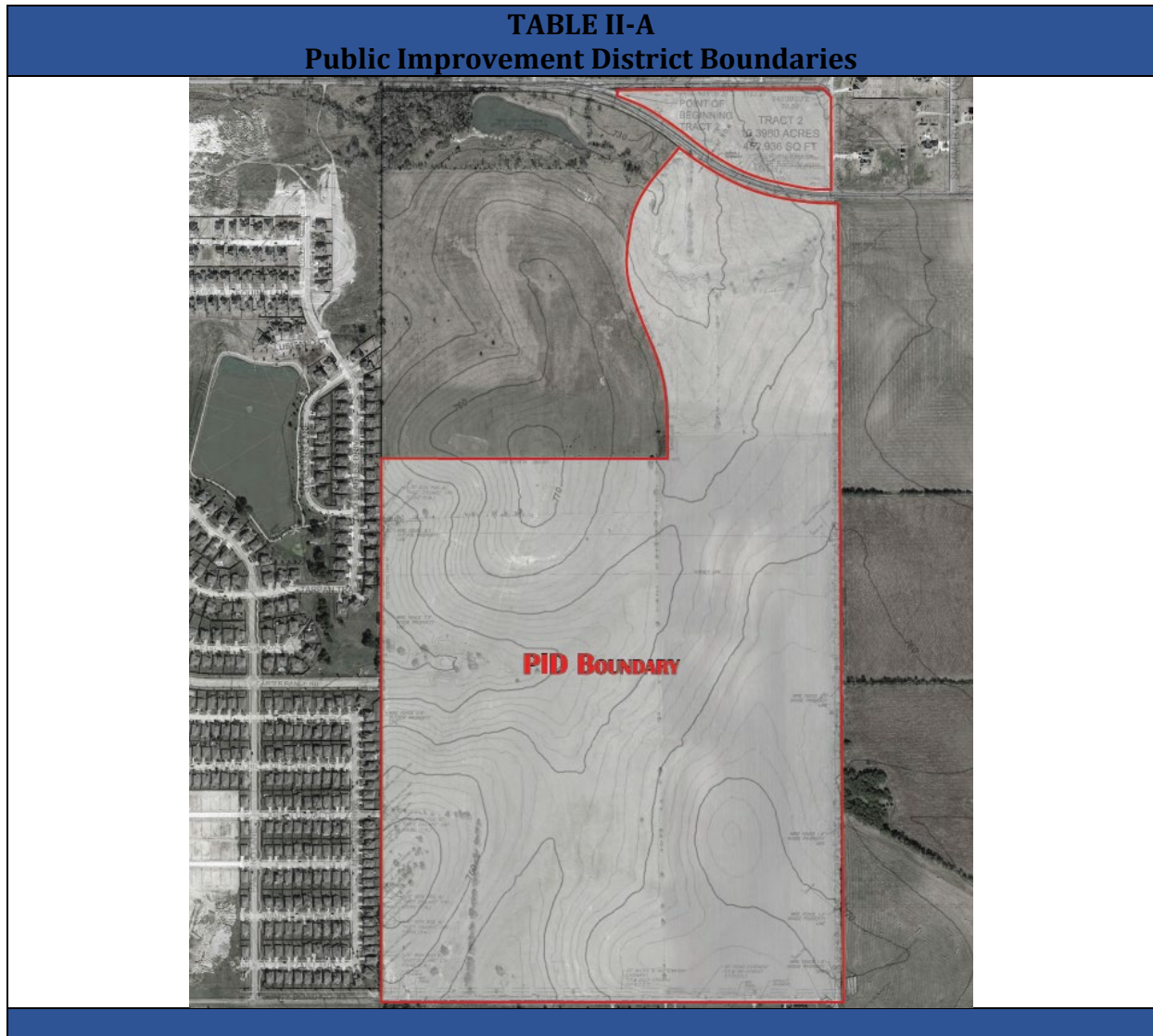
Section II

PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the Property. The PID is currently located entirely within the City's extraterritorial jurisdiction; but, the Property will be annexed into the City's corporate limits as provided for in the Development Agreement. 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.

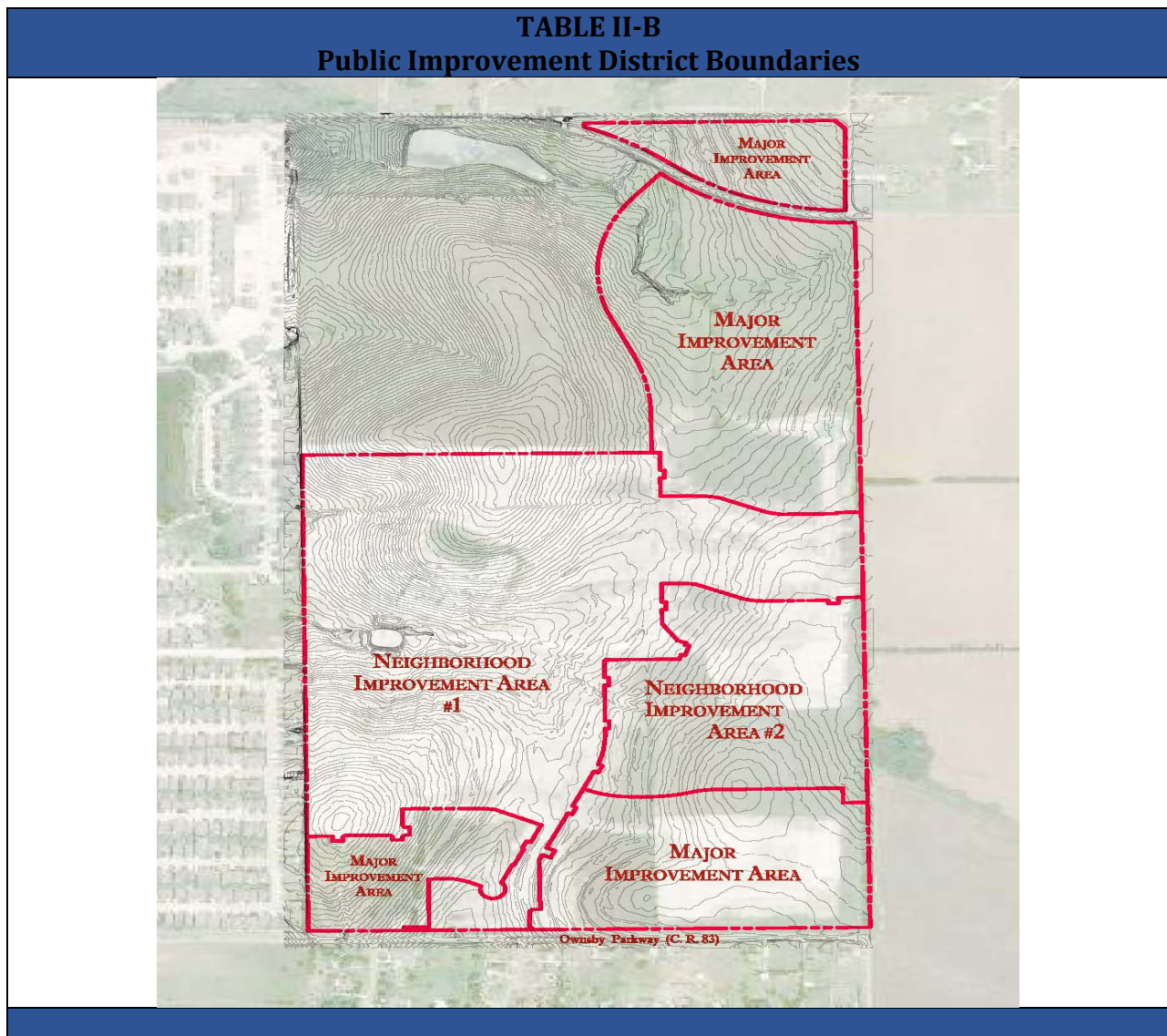
A map of the property within the PID is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in **Appendix D**.



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.C**.

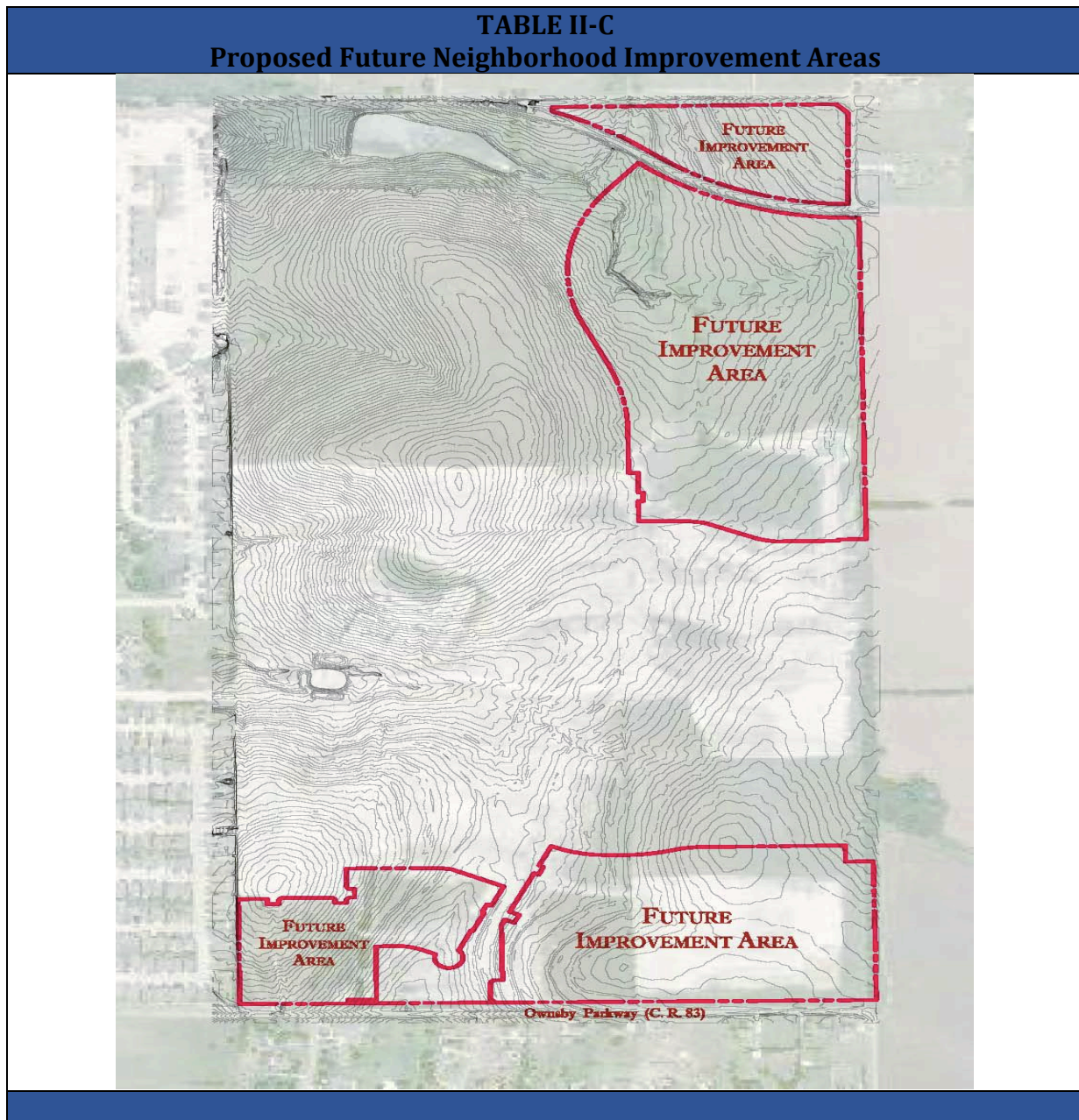
A map of the property within the Major Improvement Area, Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2 is shown in **Table II-B**. Legal descriptions for all Parcels within the PID are included in **Appendix D**.



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.D**, will require the approval of the City.

B. Descriptions and Costs of Major Improvements

The Major Improvements benefit the entire PID. However, Major Improvement Area Assessed Property does not include Neighborhood Improvement Area #1 Assessed Property; therefore the costs of the Major Improvements are allocated proportionally between Major Improvement Area Assessed Property and the Neighborhood Improvement Area #1 Assessed Property based on the costs of neighborhood improvements planned within their respective boundaries. Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the costs of the Major Improvements (the "Major Improvement Area Projects"); and, Neighborhood Improvement Area #1 Bonds will fund both Neighborhood Improvement Area #1's proportionate share of the costs of the Major Improvements as well as the Neighborhood Improvement Area #1 Improvements (collectively, the "Neighborhood Improvement Area #1 Projects"). This cost allocation between the Major Improvement Area and Neighborhood Improvement Area #1 is shown in more detail on **Table IV-C**.

The Major Improvements are described below. **Table III-B** shows the Actual Costs of the Major Improvements. The Actual Cost to construct the Major Improvements is \$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 #1'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-E** 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-F.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-F.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-F.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-F.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-F.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-F.2 Neighborhood Improvement Area #1 Special Assessment Allocation											
	Lot Size	Units/SF	Finished Lot		Estimated Build Out Value	Total Special Assessment	Annual Installment (1st Full Year After Cap I)	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (per \$100/AV)	
			Value per Unit	AV per Unit							
Phase 1	50'	184	\$ 62,465	\$ 312,326	\$ 57,468,000	\$ 3,186,596	\$ 240,867	\$ 17,318	\$ 1,309	\$	0.42
	60'	149	\$ 74,334	\$ 371,670	\$ 55,378,800	\$ 3,070,750	\$ 232,110	\$ 20,609	\$ 1,558	\$	0.42
	70'	4	\$ 93,240	\$ 466,200	\$ 1,864,800	\$ 103,403	\$ 7,816	\$ 25,851	\$ 1,954	\$	0.42
	HOA					\$ 64,250	\$ 4,856				
	Total	337			\$ 114,711,600	\$ 6,425,000	\$ 485,650				

Note: Estimates based on information available as of 3/29/16, 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 estimate assumes a 5.38% interest rate plus 0.50% additional interest for the Delinquency Reserve and Prepayment Reserve 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-F.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-F.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-F.3 Neighborhood Improvement Area #2 Special Assessment Allocation								
	Lot Size	Units/SF	Estimated Build Out Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF	Annual Installment Per Unit/SF	Equivalent Tax Rate (per \$100/AV)
Phase 2	50'	174	\$ 54,375,000	\$ 1,881,000	\$ 168,351	\$ 10,810	\$ 968	\$ 0.31
	60'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	70'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	HOA	-	\$ -	\$ 19,000	\$ 1,701	\$ -	\$ -	\$ -
	Total	174	\$ 54,375,000	\$ 1,900,000	\$ 170,051			\$ 0.31

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 estimate assumes an interest rate of 5.25%, a 30 year term for the applicable PID Reimbursement Agreement or PID Bonds, and an annual administrative expense of \$30,000 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-F.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-F.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-F.4**.

Table IV-F.4 Neighborhood Improvement Area #2 Special Assessment Allocation (combined)								
	Lot Size	Units/SF	Estimated Build Out Value	Total Special Assessment	Total Average Annual Installment	Combined Special Assessment Per Unit/SF	Combined Annual Installment Per Unit/SF	Equivalent Tax Rate (per \$100/AV)
Phase 2	50'	174	\$ 54,375,000	\$ 2,702,593	\$ 239,126	\$ 15,532	\$ 1,374	\$ 0.44
	60'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	70'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	HOA	-	\$ -	\$ 27,299	\$ 2,415	\$ -	\$ -	\$ -
	Total	174	\$ 54,375,000	\$ 2,729,892	\$ 241,541			\$ 0.44

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.J** 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.K** 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
	\$ 2,877,835
Uses of Funds	
Project Fund Deposits:	
Authorized Improvements (b)	\$ 2,877,835
Developer's Counsel/SAP/Appraisal	-
	\$ 2,877,835
(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	\$ 99,750	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154,750
2020	\$ 25,000	\$ 98,438	\$ 30,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154,038
2021	\$ 25,000	\$ 97,125	\$ 31,212	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 153,337
2022	\$ 25,000	\$ 95,813	\$ 31,836	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 152,649
2023	\$ 25,000	\$ 94,500	\$ 32,473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,973
2024	\$ 25,000	\$ 93,188	\$ 33,122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,310
Total	\$ 150,000	\$ 578,813	\$ 189,244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 918,056

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 estimates are based on an average 5.25% 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-F.1, Table IV-F.2** and **Table IV-F.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-F.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-F.1, Table IV-F.2** and **Table IV-F.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-F.1, Table IV-F.2** and **Table IV-F.3**.

- *Upon Subdivision by a Recorded Subdivision Plat*

Once a Lot has a Special Assessment applied to it, as shown in **Table IV-F.1, Table IV-F.2** and **Table IV-F.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-F.1, Table IV-F.2** and **Table IV-F.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 as estimated on the Neighborhood Improvement Area #2 Assessment Roll have been calculated using an estimated interest rate on the Neighborhood Improvement Area #2 Improvements of 5.25%, and such rate will be updated at the time of Assessment levy. 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.I** 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.

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.

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.

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.

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.

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.

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.

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.

Appendix C

Neighborhood Improvement Area #2 Assessment Roll

Attachment: LEGAL-#79089-v4-Celina_Wells_North_(Bluewood)_PID_2019_Ph_2 -

Appendix C
Assessment Roll - Neighborhood Improvement Area #2

Parcel	All Parcels
Assessment	\$1,900,000
Total Units	174

Year	Principal and Interest¹	Administrative Expenses²	Total Annual Installment
2019	\$124,750	\$30,000	\$154,750
2020	\$123,438	\$30,600	\$154,038
2021	\$122,125	\$31,212	\$153,337
2022	\$120,813	\$31,836	\$152,649
2023	\$119,500	\$32,473	\$151,973
2024	\$118,188	\$33,122	\$151,310
2025	\$116,875	\$33,785	\$150,660
2026	\$115,563	\$34,461	\$150,023
2027	\$139,250	\$35,150	\$174,400
2028	\$136,625	\$35,853	\$172,478
2029	\$134,000	\$36,570	\$170,570
2030	\$131,375	\$37,301	\$168,676
2031	\$128,750	\$38,047	\$166,797
2032	\$126,125	\$38,808	\$164,933
2033	\$123,500	\$39,584	\$163,084
2034	\$120,875	\$40,376	\$161,251
2035	\$118,250	\$41,184	\$159,434
2036	\$140,625	\$42,007	\$182,632
2037	\$136,688	\$42,847	\$179,535
2038	\$132,750	\$43,704	\$176,454
2039	\$128,813	\$44,578	\$173,391
2040	\$124,875	\$45,470	\$170,345
2041	\$120,938	\$46,379	\$167,317
2042	\$142,000	\$47,307	\$189,307
2043	\$136,750	\$48,253	\$185,003
2044	\$131,500	\$49,218	\$180,718
2045	\$126,250	\$50,203	\$176,453
2046	\$146,000	\$51,207	\$197,207
2047	\$139,438	\$52,231	\$191,668
2048	\$157,875	\$53,275	\$211,150
Total	\$3,884,500	\$1,217,042	\$5,101,542

1 - The principal and interest amounts are estimated using 5.25% 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,

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.

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: LEGAL-#79089-v4-Celina_Wells_North_(Bluewood)_PID_2019_Ph_2 -

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 and Neighborhood Improvement Area #1 Tax Rate and Leverage per Assessed Value and Lot Value											
Phase	Lot Size	Unit/SF	AV per Unit/SF	Lot Value per Unit/SF	Total Assessment per Unit/SF	Annual Installment per Unit/SF	Tax Rate (per \$100 AV)	Tax Rate (per \$100 Lot Value)	Leverage (AV Value)	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'	78	\$ 328,615	\$ 65,723	\$ 4,905	\$ 423	\$ 0.13	\$ 0.64	66.99	13.40	
	60'	65	\$ 393,508	\$ 78,702	\$ 5,874	\$ 506	\$ 0.13	\$ 0.64	66.99	13.40	
	70'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	
3	50'	121	\$ 341,702	\$ 68,340	\$ 5,101	\$ 439	\$ 0.13	\$ 0.64	66.99	13.40	
	60'	38	\$ 403,484	\$ 80,697	\$ 6,023	\$ 519	\$ 0.13	\$ 0.64	66.99	13.40	
	70'	127	\$ 483,099	\$ 96,620	\$ 7,211	\$ 621	\$ 0.13	\$ 0.64	66.99	13.40	
4	50'	80	\$ 347,175	\$ 69,435	\$ 5,182	\$ 446	\$ 0.13	\$ 0.64	66.99	13.40	
	60'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	
	70'	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	
	Commercial	152,460	\$ 115	\$ 5	\$ 1.72	\$ 0.15	\$ 0.13	\$ 2.96	66.99	2.91	

Appendix F

Parcel Map



**Neighborhood Improvement Areas 3, 4, And 5
Are Preliminary And Subject To Change.**

EXHIBIT B

CITY OF CELINA, TEXAS

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on April 9, 2019 at or after 5:00 p.m. at 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Neighborhood Improvement Area #2 within the Wells North Public Improvement District (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the “Act”).

The proposed Authorized Improvements to be undertaken at this time (“Neighborhood Improvement Area #2 Improvements”) include road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm drainage collection system improvements, and a portion of the costs related to the administration of the District.

The total costs of the Neighborhood Improvement Area #2 Improvements proposed to be financed at this time, including a portion of the costs of administering the District and certain costs related to the financing of such improvements, is \$1,900,000. The total costs of Authorized Improvements to benefit future phases within the District cannot be determined with certainty at this time but shall not exceed an additional \$8,440,000.

The boundaries of the District include approximately 244.136 acres of land generally located in the area directly south of CR 88 and CR 1224, directly north of DR 83, to the west of CR 86 and to the east of Preston Road, all as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

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

A copy of the proposed Neighborhood Improvement Area #2 Assessment Roll relating to the Neighborhood Improvement Area #2 Improvements to be financed at this time which includes the assessments proposed to be levied against each parcel within Neighborhood Improvement Area #2 in the District, is available for public inspection at the office of the City Secretary, 142 N. Ohio Drive, Celina, Texas 75009.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Asst Director of Engineering
CC: Kim Brawner, Director of Engineering
Date: March 19, 2019
Re: MSA with KSA Engineers, Inc.

Action Requested:

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)

Background Information:

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

Board Review/Citizen Input:

N/A

Alternatives:

City Council could choose to not approve the attached MSA.

Financial Considerations:

None

Legal Review:

The MSA is a standard contract form that has been previously approved by City Council.

Supporting Documents:

Master Services Agreement

Staff Recommendation:

Approval of MSA.

MASTER SERVICES AGREEMENT

Miscellaneous Professional Engineering Services

This agreement for Professional Consulting Services (the “Agreement”), made effective as of the date executed, is made between **KSA Engineers, Inc.**, a Texas corporation, (hereinafter referred to as “CONSULTANT”) whose mailing address is **140 E. Tyler Street, Suite 600, Longview, TX 75601**, and the **City of Celina, Texas**, a municipal corporation, (hereinafter referred to as “OWNER”), whose mailing address is 142 North Ohio Street, Celina, Texas 75009.

Recitals:

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

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

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

Article 1

Scope of Services

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

Attachment: Celina MSA Agreement_KSA_signed_20190219 (MSA - KSA Engineers, Inc.)

Article 2

Term of Contract

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

Article 3

Compensation and Method of Payment

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

Article 4

Personnel and Equipment

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

Article 5 Delays and Termination

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

Article 6 Right of Entry

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

Article 7 Information Provided by Others

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

Article 8 Construction Activities

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

Article 9 Jurisdiction and Applicable Law

- 9.1 This Agreement is to be governed by the laws of the State of Texas.
- 9.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10115000.

Article 10 Indemnification

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

Article 11 Conflicts of Interest

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

Article 12 Insurance

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

Article 13 Assignment

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

Article 14 Notices

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

If intended for OWNER:

City of Celina Engineering Department
ATTN: Kimberly Brawner, PE, PTOE
Director of Engineering
142 N Ohio Street
Celina, TX 75009
972-382-2682 x 1081

If intended for CONSULTANT:

KSA Engineers, Inc,
Mitchell L. Fortner, PE
President
140 E. Tyler Street, Suite 600
Longview, TX 75601
214-236-7700

Article 15 Standard of Care

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

Article 16 Entire Agreement

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

Article 17

Independent Contractor

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

Article 18 Audits and Records

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

Article 19 Miscellaneous Provisions

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

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

- Exhibit A – Unit Price Schedule

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

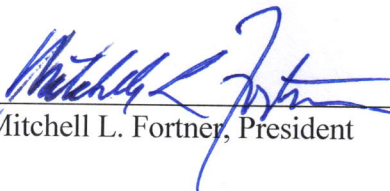
EXECUTED the ____ day of _____, 2018.

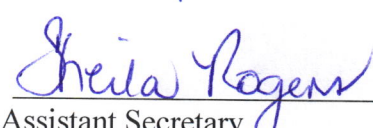
OWNER:
City of Celina, Texas

By:
Sean Terry, Mayor

Attest:
City Secretary

CONSULTANT:
KSA Engineers, Inc.

By: 
Mitchell L. Fortner, President

Attest: 
Assistant Secretary

APPROVED AS TO FORM:

City Attorney

Attachment: Celina MSA Agreement_KSA_signed_20190219 (MSA - KSA Engineers, Inc.)

EXHIBIT "A"

UNIT PRICE SCHEDULE

<u>Description</u>	<u>Billing Rate</u>
Principal	\$250.00/hour
Senior Environmental Planner	\$210.00/hour
Environmental Planner	\$160.00/hour
Senior Aviation Planner	\$190.00/hour
Aviation Planner	\$150.00/hour
Senior Urban Design Planner	\$200.00/hour
Urban Design Planner	\$175.00/hour
Development Services Manager	\$185.00/hour
Electrical Engineer	\$210.00/hour
Mechanical Engineer	\$170.00/hour
Senior Project Manager	\$185.00/hour
Project Manager	\$165.00/hour
Senior Project Engineer	\$155.00/hour
Project Engineer	\$130.00/hour
Senior Design Engineer	\$115.00/hour
Design Engineer	\$105.00/hour
Senior Project Architect	\$185.00/hour
Project Architect	\$130.00/hour
Design Architect	\$100.00/hour
GIS Specialist	\$140.00/hour
Senior Engineering Technician	\$130.00/hour
Engineering Technician	\$ 95.00/hour
Senior Design Technician	\$105.00/hour
Design Technician	\$ 85.00/hour
Safety Manager	\$128.00/hour
Safety Specialist	\$ 90.00/hour
TCEQ Instructor	\$ 90.00/hour
Project Assistant	\$ 75.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$ 85.00/hour
Senior Project Representative - After Hours	\$105.00/hour
Project Representative	\$ 80.00/hour
Project Representative - After Hours	\$100.00/hour
Graphic Designer	\$ 65.00/hour
Administrative Assistant	\$ 65.00/hour
Secretary	\$ 50.00/hour
Three-Man Survey Crew	\$175.00/hour
Two-Man Survey Crew	\$135.00/hour
Senior Registered Surveyor	\$150.00/hour
Registered Surveyor	\$115.00/hour
Survey Technician	\$ 90.00/hour
Mileage	\$ 0.58/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Travel, Lodging, Copies, Printing) Actual Cost

Outside Consultants Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

Attachment: Celina MSA Agreement_KSA_signed_20190219 (MSA - KSA Engineers, Inc.)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 02/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GANS & SMITH INSURANCE AGENCY INC P.O. Box 2869 Longview TX 75606	CONTACT NAME: Stacey Steelman, ACSR PHONE (A/C, No, Ext): (903) 757-4601 FAX (A/C, No): (903) 753-0782 E-MAIL ADDRESS: ssteelman@gans-smith.com INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Insurance Company</td> <td>35289C</td> </tr> <tr> <td>INSURER B: Valley Forge Ins Co (CNA)</td> <td>20508C</td> </tr> <tr> <td>INSURER C: Transportation Ins Co (CNA)</td> <td>20494C</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Continental Insurance Company	35289C	INSURER B: Valley Forge Ins Co (CNA)	20508C	INSURER C: Transportation Ins Co (CNA)	20494C	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED KSA ENGINEERS INC & BLOC DESIGN - BUILD LLC 140 E TYLER ST STE 600 LONGVIEW TX 75601															

COVERAGES

CERTIFICATE NUMBER: CL1852405453

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			4015529054	05/29/2018	05/29/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4015529135	05/29/2018	05/29/2019	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employee Benefits \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			4015529099	05/29/2018	05/29/2019	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP -Basic \$ 2,500
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4015529149	05/29/2018	05/29/2019	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							FOLLOW FORM \$
							☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability & automobile policies includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, automobile, & workers compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability & Auto policies contains "Primary and noncontributory" wording. The Auto & General Liability policies includes an endorsement providing that 30 days' notice of cancellation [or coverage change] will be furnished to the certificate holder when required by a written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Celina, Texas 142 N. Ohio Street Celina TX 75009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **7.D.a**
2/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER McLaughlin Brunson A Risk Strategies Company 12801 N CENTRAL EXPY, STE 1710 Dallas, TX 75243	CONTACT NAME: Brian R Hadar	FAX (A/C, No): (214) 503-88	
	PHONE (A/C, No, Ext): (214) 503-1212	E-MAIL ADDRESS: certificate@mclaughlinbrunson.com	
INSURED KSA Engineers, Inc. and BLOC Design Build LLC 140 E. Tyler St. Suite 600 Longview TX 75601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Evanston Insurance Company		35378
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 47104548 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		✓	MKLV7PL0003120	4/11/2018	4/11/2019	Per Claim/ Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER City of Celina, Texas 142 N. Ohio Street Celina TX 75009	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brian Hadar
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ACORD 25 (2016/03)

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Packet Pg. 156



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Catherine Oduro, Engineer
 CC: Kim Brawner, Director of Engineering
 Date: March 19, 2019
 Re: Water Transmission Line- Project C

Action Requested:

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)

Background Information:

The ongoing water modeling project (Work Order #2) documented an immediate need for upsizing the main transmission pipeline from the Celina Road Pump Station (CRPS) to the Downtown Pump Station (DTPS), as well as a discharge line from the DTPS to E. Sunset Boulevard. These expansions are needed to provide the projected capacity due to planned development. The improvements include approximately 25,700 linear feet of 24 inch to 36 inch water transmission lines and appurtenances. This project has been divided into three phases with the project C being the last phase. The Project C includes approximately 6,075 feet of 30 inch and 24-inch water lines and appurtenances.

In February 2019 staff issued sealed bids for Water Transmission Improvements Project C. The bid was advertised in the local newspaper and posted on CivCast nationwide. Eight submittal were received. The initial low bid was received from Interstate Pipeline Construction, LLC. but due to the following reasons it is being rejected as a non-responsive bid.

- The vendor did not submit the bidder's checklist, list of proposed subcontractors, or the wage rate acknowledgement.
- Additionally, the vendor did not respond to all questions in the qualification statement.

Staff Recommends Condie construction Co., Inc as the lowest responsive and responsible vendor.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Funds are available within the 2018 bond funds.

Legal Review:

Standard contract documents are being utilized which the City Attorney has previously reviewed and approved.

Supporting Documents:

Location Map; Standard Form of Agreement; Recommendation letter and Bid Tabulations

Staff Recommendation:

Staff recommends authorizing the contract with the lowest responsible bidder, Condie Construction Co., Inc., in an amount not to exceed \$2,006,055.00.



3010 Gaylord Parkway
Suite 190
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

3/12/2019

Mrs. Catherine Oduro
City of Celina
142 N. Ohio Drive
Celina, TX 75009

Re: Celina Water Transmission Improvements Project - C
Recommendation of Award

Dear Mrs. Oduro:

Bids were received for the Water Transmission Improvements Project - C at City Hall at 3:00 PM on March 5th, 2019.

A total of 8 bids were received for the project. The apparent low bidder was Interstate Pipeline Utility Construction LLC of Dallas, Texas with a total base bid of **\$1,894,491**. The apparent second low bidder was Condie Construction Co., Inc. of Springville, Utah with a total base bid of **\$2,006,055**. Both bids were within the Engineer's Estimate for the project. A bid tabulation is provided to this letter for additional reference.

It is customary for us to perform an evaluation of the low and second low bidders to determine if both bids are responsive and responsible. References are contacted to assess the contractor's ability to responsibly construct the Water Transmission Improvements Project - C.

LOW BIDDER

In review of the low bid submitted by Interstate Pipeline Construction LLC, it is our opinion that their bid is both non-responsive and non-responsible for the following reasons:

NON-RESPONSIVE

Several forms were either incorrectly completed or not completed at all per the Instruction for Bidders.

2.02. Complete set of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- **Contractor did not submit Bidder's Checklist of Required items that clearly stated that they needed to be part of the bid as the cover sheet.**
- **Contractor did not submit signed List of Proposed Subcontractor's form- Spec Section 00 41 19**
- **Contractor did not submit Davis Bacon Wage Rates- Spec Section 00 43 43**

Attachment: Recommendation of Award - Project C (Water Transmission Line- Project C)

Ms. Oduro
3/12/2019
Page 2 of 2

NON-RESPONSIBLE

Qualifications

Regarding the contractor's qualifications, Interstate Pipeline Construction, LLC did not respond to all the questions detailed in Section 00 45 13- Qualification Statement.

**Qualification Statement is incomplete- Credit Available is not listed under Financial Information
Worker's compensation Experience modification rate is not completed.**

LOW BIDDER REJECTION

As the project's Owner, you have certain rights to reject the low bidder. The Contract Documents contains the following statement within the Advertisement for Bids:

The city of Celina reserves the right to reject any or all bids, to waive irregularities in the bids and bidding deemed to be in the best interests of the City of Celina, and to reject nonconforming, nonresponsive, or conditional bids.

Similarly, the Instruction to Bidders contain the following statement:

A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving award of the Contract.

SECOND LOWEST BIDDER

In review of the second lowest bid submitted by Condie Construction Co., Inc, it is our opinion that the bid is **responsive** and **responsible** with the bidding requirements. Condie Construction Co., Inc did fully submit the required documentation and completed the Statement of Qualifications. Condie Construction Co. appears to be a capable contractor that provided a bid that falls within the estimated project budget. In addition, the reference checks were consistent and revealed no major concerns with schedule adherence, manpower and staffing and overall project management.

Per the reasons stated above, the apparent low bidder, Interstate Pipeline Construction, LLC submitted a non-responsive and non-responsible bid. The second lowest bidder, Condie Construction Co. submitted a responsive and responsible bid that is within your project budget and their qualifications reflect that they are a capable contractor to perform the Water Transmission Improvements Project C. Therefore, we recommend that the project be awarded to Condie Construction, Co., the lowest responsive and responsible bidder.

Please call me if you have any questions.

Sincerely,

GARVER, LLC



Beatriz Dongell, P.E.
Project Manager

Attachments: Bid Tabulation

Attachment: Recommendation of Award - Project C (Water Transmission Line- Project C)

Project C - Bid Tabulation

Item No.	Item	Quantity	Unit	Interstate Pipeline		Condie Construction Co.		McKee Utility Contractors		Dickerson Construction	
				Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
1	30" AWWA C900-16 PVC DR21 Waterline	1,495	LF	\$ 184.00	\$ 275,080.00	\$ 164.00	\$ 245,180.00	\$ 210.00	\$ 313,950.00	\$ 170.00	\$ 254,150.00
2	30" CL 150 Restrained Joint Ductile Iron Pipe with Polywrap	755	LF	\$ 242.00	\$ 182,710.00	\$ 224.00	\$ 169,120.00	\$ 230.00	\$ 173,650.00	\$ 230.00	\$ 173,650.00
3	24" AWWA C900-16 PVC DR21 Waterline	1,625	LF	\$ 112.00	\$ 182,000.00	\$ 121.00	\$ 196,625.00	\$ 170.00	\$ 276,250.00	\$ 150.00	\$ 243,750.00
4	24" CL 200 Restrained Joint Ductile Iron Pipe with Polywrap	1,775	LF	\$ 177.00	\$ 314,175.00	\$ 166.00	\$ 294,650.00	\$ 190.00	\$ 337,250.00	\$ 200.00	\$ 355,000.00
5	Ductile Iron Fittings	6	TN	\$ 22,950.00	\$ 137,700.00	\$ 21,400.00	\$ 128,400.00	\$ 30,000.00	\$ 180,000.00	\$ 23,000.00	\$ 138,000.00
6	30" Butterfly Valve	1	EA	\$ 19,620.00	\$ 19,620.00	\$ 20,600.00	\$ 20,600.00	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00
7	24" Butterfly Valve	3	EA	\$ 9,830.00	\$ 29,490.00	\$ 14,500.00	\$ 43,500.00	\$ 12,000.00	\$ 36,000.00	\$ 11,725.00	\$ 35,175.00
8	8" PVC SDR 26 Sanitary Sewer Line	220	LF	\$ 37.00	\$ 8,140.00	\$ 60.00	\$ 13,200.00	\$ 100.00	\$ 22,000.00	\$ 100.00	\$ 22,000.00
9	Cut and Plug existing Sewer	2	EA	\$ 808.00	\$ 1,616.00	\$ 1,400.00	\$ 2,800.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
10	Abandon 4-ft Sanitary Sewer Manhole	3	EA	\$ 5,775.00	\$ 17,325.00	\$ 8,300.00	\$ 24,900.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 15,000.00
11	4" Air Release/Vacuum Valve and Vault	1	EA	\$ 775.00	\$ 775.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
12	6" Blowoff Valve	2	EA	\$ 16,000.00	\$ 32,000.00	\$ 12,200.00	\$ 24,400.00	\$ 10,000.00	\$ 20,000.00	\$ 13,000.00	\$ 26,000.00
13	Provide and Install 6" Blowoff Valve	2	EA	\$ 10,425.00	\$ 20,850.00	\$ 14,500.00	\$ 29,000.00	\$ 15,000.00	\$ 30,000.00	\$ 10,000.00	\$ 20,000.00
14	42" Steel Casing Pipe - Direct Bury	55	LF	\$ 374.00	\$ 20,570.00	\$ 501.00	\$ 27,555.00	\$ 260.00	\$ 14,300.00	\$ 450.00	\$ 24,750.00
15	42" Steel Casing Pipe - OTOC	185	LF	\$ 857.00	\$ 158,545.00	\$ 1,015.00	\$ 187,775.00	\$ 800.00	\$ 148,000.00	\$ 800.00	\$ 148,000.00
16	36" Steel Casing Pipe - OTOC	170	LF	\$ 668.00	\$ 113,560.00	\$ 702.00	\$ 119,340.00	\$ 650.00	\$ 110,500.00	\$ 650.00	\$ 110,500.00
17	36" Steel Casing Pipe - Direct Bury	40	LF	\$ 375.00	\$ 15,000.00	\$ 327.00	\$ 13,080.00	\$ 250.00	\$ 10,000.00	\$ 375.00	\$ 15,000.00
18	Remove Exsting Cap and Connect to Existing 30" Water Line	1	EA	\$ 8,240.00	\$ 8,240.00	\$ 10,600.00	\$ 10,600.00	\$ 100.00	\$ 100.00	\$ 3,500.00	\$ 3,500.00
19	Connect to Existing 12" Water Line	1	EA	\$ 12,150.00	\$ 12,150.00	\$ 9,750.00	\$ 9,750.00	\$ 1,000.00	\$ 1,000.00	\$ 14,000.00	\$ 14,000.00
20	Connect to Existing 24" Water Line	1	EA	\$ 22,100.00	\$ 22,100.00	\$ 22,400.00	\$ 22,400.00	\$ 7,500.00	\$ 7,500.00	\$ 16,000.00	\$ 16,000.00
21	Remove and Replace Asphalt Driveway	75	SF	\$ 19.00	\$ 1,425.00	\$ 11.00	\$ 825.00	\$ 20.00	\$ 1,500.00	\$ 25.00	\$ 1,875.00
22	Remove and Replace Gravel Driveway	650	LF	\$ 6.00	\$ 3,900.00	\$ 2.50	\$ 1,625.00	\$ 5.00	\$ 3,250.00	\$ 3.00	\$ 1,950.00
23	Remove and Replace Existing Fencing	1,600	LF	\$ 8.00	\$ 12,800.00	\$ 4.75	\$ 7,600.00	\$ 5.00	\$ 8,000.00	\$ 10.00	\$ 16,000.00
24	Provide and Install Temporary Construction Fence	1,500	LF	\$ 4.00	\$ 6,000.00	\$ 3.50	\$ 5,250.00	\$ 3.00	\$ 4,500.00	\$ 8.00	\$ 12,000.00
25	Provide and Install Temporary Boundary Fence	2,600	LF	\$ 4.00	\$ 10,400.00	\$ 3.50	\$ 9,100.00	\$ 2.00	\$ 5,200.00	\$ 2.00	\$ 5,200.00
26	Hydromulch Seeding	5	AC	\$ 2,700.00	\$ 13,500.00	\$ 2,700.00	\$ 13,500.00	\$ 3,000.00	\$ 15,000.00	\$ 4,500.00	\$ 22,500.00
27	Project Sign	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
28	Clearing and Grubbing	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 35,000.00	\$ 35,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
29	Storm Water Pollution Prevention Plan	1	LS	\$ 11,150.00	\$ 11,150.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
30	Traffic Control Plan	1	LS	\$ 3,950.00	\$ 3,950.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
31	Trench Safety System	5,660	LF	\$ 0.50	\$ 2,830.00	\$ 0.50	\$ 2,830.00	\$ 1.00	\$ 5,660.00	\$ 2.00	\$ 11,320.00
32	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$ 45,890.00	\$ 45,890.00	\$ 90,000.00	\$ 90,000.00	\$ 75,000.00	\$ 75,000.00	\$ 95,000.00	\$ 95,000.00
33	Contingency Allowance	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
34	Furnish and Install 12" AWWA C900-16 DR18 Water Line	400	LF	\$ 55.00	\$ 22,000.00	\$ 94.00	\$ 37,600.00	\$ 80.00	\$ 32,000.00	\$ 82.00	\$ 32,800.00
35	Relocation of existing 12" Waterline	400	LF	\$ 85.00	\$ 34,000.00	\$ 109.00	\$ 43,600.00	\$ 25.00	\$ 10,000.00	\$ 110.00	\$ 44,000.00
	Total Bid Price				\$ 1,894,491.00		\$ 2,006,055.00		\$ 2,048,610.00		\$ 2,052,620.00

Attachment: Recommendation of Award - Project C (Water Transmission Line- Project C)

Item No.	Item	Quantity	Unit	Mountain Cascade		Dowager Construction		S&J Construction		Canary Construction	
				Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
1	30" AWWA C900-16 PVC DR21 Waterline	1,495	LF	\$ 243.00	\$ 363,285.00	\$ 220.00	\$ 328,900.00	\$ 261.30	\$ 390,643.50	\$ 260.00	\$ 388,700.00
2	30" CL 150 Restrained Joint Ductile Iron Pipe with Polywrap	755	LF	\$ 256.00	\$ 193,280.00	\$ 310.00	\$ 234,050.00	\$ 210.18	\$ 158,685.90	\$ 270.00	\$ 203,850.00
3	24" AWWA C900-16 PVC DR21 Waterline	1,625	LF	\$ 147.00	\$ 238,875.00	\$ 190.00	\$ 308,750.00	\$ 181.02	\$ 294,157.50	\$ 180.00	\$ 292,500.00
4	24" CL 200 Restrained Joint Ductile Iron Pipe with Polywrap	1,775	LF	\$ 192.00	\$ 340,800.00	\$ 260.00	\$ 461,500.00	\$ 186.94	\$ 331,818.50	\$ 220.00	\$ 390,500.00
5	Ductile Iron Fittings	6	TN	\$ 21,000.00	\$ 126,000.00	\$ 30,000.00	\$ 180,000.00	\$ 26,328.01	\$ 157,968.06	\$ 25,000.00	\$ 150,000.00
6	30" Butterfly Valve	1	EA	\$ 21,000.00	\$ 21,000.00	\$ 22,000.00	\$ 22,000.00	\$ 19,979.00	\$ 19,979.00	\$ 25,000.00	\$ 25,000.00
7	24" Butterfly Valve	3	EA	\$ 16,000.00	\$ 48,000.00	\$ 16,000.00	\$ 48,000.00	\$ 14,905.00	\$ 44,715.00	\$ 12,250.00	\$ 36,750.00
8	8" PVC SDR 26 Sanitary Sewer Line	220	LF	\$ 76.00	\$ 16,720.00	\$ 120.00	\$ 26,400.00	\$ 90.62	\$ 19,936.40	\$ 180.00	\$ 39,600.00
9	Cut and Plug existing Sewer	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 200.00	\$ 400.00	\$ 2,600.00	\$ 5,200.00	\$ 4,000.00	\$ 8,000.00
10	Abandon 4-ft Sanitary Sewer Manhole	3	EA	\$ 10,000.00	\$ 30,000.00	\$ 6,000.00	\$ 18,000.00	\$ 4,283.33	\$ 12,849.99	\$ 8,000.00	\$ 24,000.00
11	4" Air Release/Vacuum Valve and Vault	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,265.00	\$ 2,265.00	\$ 1,000.00	\$ 1,000.00
12	6" Blowoff Valve	2	EA	\$ 17,000.00	\$ 34,000.00	\$ 20,000.00	\$ 40,000.00	\$ 18,216.00	\$ 36,432.00	\$ 25,000.00	\$ 50,000.00
13	Provide and Install 6" Blowoff Valve	2	EA	\$ 13,000.00	\$ 26,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,952.14	\$ 21,904.28	\$ 12,000.00	\$ 24,000.00
14	42" Steel Casing Pipe - Direct Bury	55	LF	\$ 620.00	\$ 34,100.00	\$ 500.00	\$ 27,500.00	\$ 575.37	\$ 31,645.35	\$ 350.00	\$ 19,250.00
15	42" Steel Casing Pipe - OTOC	185	LF	\$ 1,000.00	\$ 185,000.00	\$ 840.00	\$ 155,400.00	\$ 710.09	\$ 131,366.65	\$ 950.00	\$ 175,750.00
16	36" Steel Casing Pipe - OTOC	170	LF	\$ 800.00	\$ 136,000.00	\$ 720.00	\$ 122,400.00	\$ 689.81	\$ 117,267.70	\$ 900.00	\$ 153,000.00
17	36" Steel Casing Pipe - Direct Bury	40	LF	\$ 430.00	\$ 17,200.00	\$ 400.00	\$ 16,000.00	\$ 608.66	\$ 24,346.40	\$ 325.00	\$ 13,000.00
18	Remove Exsting Cap and Connect to Existing 30" Water Line	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00	\$ 10,290.00	\$ 10,290.00	\$ 35,000.00	\$ 35,000.00
19	Connect to Existing 12" Water Line	1	EA	\$ 18,000.00	\$ 18,000.00	\$ 14,000.00	\$ 14,000.00	\$ 12,669.00	\$ 12,669.00	\$ 4,000.00	\$ 4,000.00
20	Connect to Existing 24" Water Line	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 13,648.00	\$ 13,648.00	\$ 4,800.00	\$ 4,800.00
21	Remove and Replace Asphalt Driveway	75	SF	\$ 30.00	\$ 2,250.00	\$ 10.00	\$ 750.00	\$ 70.00	\$ 5,250.00	\$ 15.00	\$ 1,125.00
22	Remove and Replace Gravel Driveway	650	LF	\$ 3.00	\$ 1,950.00	\$ 2.00	\$ 1,300.00	\$ 12.62	\$ 8,203.00	\$ 10.00	\$ 6,500.00
23	Remove and Replace Existing Fencing	1,600	LF	\$ 20.00	\$ 32,000.00	\$ 10.00	\$ 16,000.00	\$ 26.00	\$ 41,600.00	\$ 22.00	\$ 35,200.00
24	Provide and Install Temporary Construction Fence	1,500	LF	\$ 10.00	\$ 15,000.00	\$ 6.00	\$ 9,000.00	\$ 22.00	\$ 33,000.00	\$ 22.00	\$ 33,000.00
25	Provide and Install Temporary Boundary Fence	2,600	LF	\$ 10.00	\$ 26,000.00	\$ 6.00	\$ 15,600.00	\$ 21.00	\$ 54,600.00	\$ 22.00	\$ 57,200.00
26	Hydromulch Seeding	5	AC	\$ 4,000.00	\$ 20,000.00	\$ 3,000.00	\$ 15,000.00	\$ 4,750.00	\$ 23,750.00	\$ 22,000.00	\$ 110,000.00
27	Project Sign	1	EA	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 800.00	\$ 800.00
28	Clearing and Grubbing	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 8,000.00	\$ 8,000.00	\$ 123,000.00	\$ 123,000.00	\$ 55,000.00	\$ 55,000.00
29	Storm Water Pollution Prevention Plan	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 6,000.00	\$ 17,500.00	\$ 17,500.00	\$ 2,500.00	\$ 2,500.00
30	Traffic Control Plan	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 2,000.00	\$ 2,000.00	\$ 16,965.00	\$ 16,965.00	\$ 2,500.00	\$ 2,500.00
31	Trench Safety System	5,660	LF	\$ 1.00	\$ 5,660.00	\$ 2.00	\$ 11,320.00	\$ 6.00	\$ 33,960.00	\$ 2.00	\$ 11,320.00
32	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$ 90,100.00	\$ 90,100.00	\$ 80,000.00	\$ 80,000.00	\$ 125,000.00	\$ 125,000.00	\$ 120,000.00	\$ 120,000.00
33	Contingency Allowance	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
34	Furnish and Install 12" AWWA C900-16 DR18 Water Line	400	LF	\$ 70.00	\$ 28,000.00	\$ 20.00	\$ 8,000.00	\$ 123.41	\$ 49,364.00	\$ 85.00	\$ 34,000.00
35	Relocation of existing 12" Waterline	400	LF	\$ 150.00	\$ 60,000.00	\$ 210.00	\$ 84,000.00	\$ 140.67	\$ 56,268.00	\$ 150.00	\$ 60,000.00
	Total Bid Price			\$ 2,351,220.00		\$ 2,465,770.00		\$ 2,578,048.23		\$ 2,717,845.00	

INDICATES CORRECTION IN BID

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF CELINA ("Owner") and
____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:*

The Project consists of furnishing the labor, materials, and equipment for installing approximately 5,700 linear feet of 30-inch and 24-inch diameter transmission mains, complete with three connections to existing pipelines, retrained joints, valves, fittings and appurtenances. A portion of the pipe will be installed within a 42-inch and 36-inch steel casing with open-cut and means other than open-cut construction to account for utilities and right-of-way crossings. Other work will include replacement of approximately 220 linear feet of 8-inch existing Sanitary Sewer with new 8-inch pipe and manholes.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by **Garver, LLC**.
- 3.02 The Owner has retained **Garver, LLC** ("Engineer") to act as Owner's representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the following number of days after the date when the Contract Times commence to run.

Description	Substantial Completion	Final Completion
Celina Water Transmission Improvements – Project C	160 calendar days	180 calendar days

- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently. However, if the achieved substantial completion date falls after the specified final completion date, liquidated damages as specified in Completion of Remaining Work will immediately begin accruing from the date of substantial completion until final completion is achieved.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment. If the achieved substantial completion date falls after the specified final completion date, these costs will begin accruing immediately from the date of achieved substantial completion.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A:

- A. For all Work a Lump Sum of:

_____	\$	_____
(in words)		(in figures)

All specific cash allowances, unit price work totals, and bid alternatives are included in the above price in accordance with Article 13 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner may elect to make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Owner holds the right to withhold any payment in accordance with Paragraph 15.01 of the General Conditions. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 – INTEREST

7.01 Not applicable.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
 - 1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
 - 2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Executed Agreement
 - 2. Addenda (if any)
 - 3. Advertisement for Bids
 - 4. Contractor Qualification Package
 - 5. Instructions to Bidders
 - 6. Bid Form/Proposal
 - 7. COI Forms
 - 8. List of Proposed Subcontractors

9. General Conditions
10. Supplementary Conditions
11. Approved Materials List
12. Division 01 General Requirements
13. Any other funding agency documentation required
14. Technical Specifications as listed in the Table of Contents
15. Drawings
16. Performance Bond
17. Payment Bond
18. Maintenance Bond
19. Certificates of Insurance
20. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
21. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____ Jason Laumer

By: _____

Title: _____ City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____ City Secretary

Title: _____

Address for giving notices:

142 N. Ohio Drive

Celina-Texas

75009

Address for giving notices:

License No.: _____

(where applicable)

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Attachment: Standard Agreement Form (Water Transmission Line- Project C)

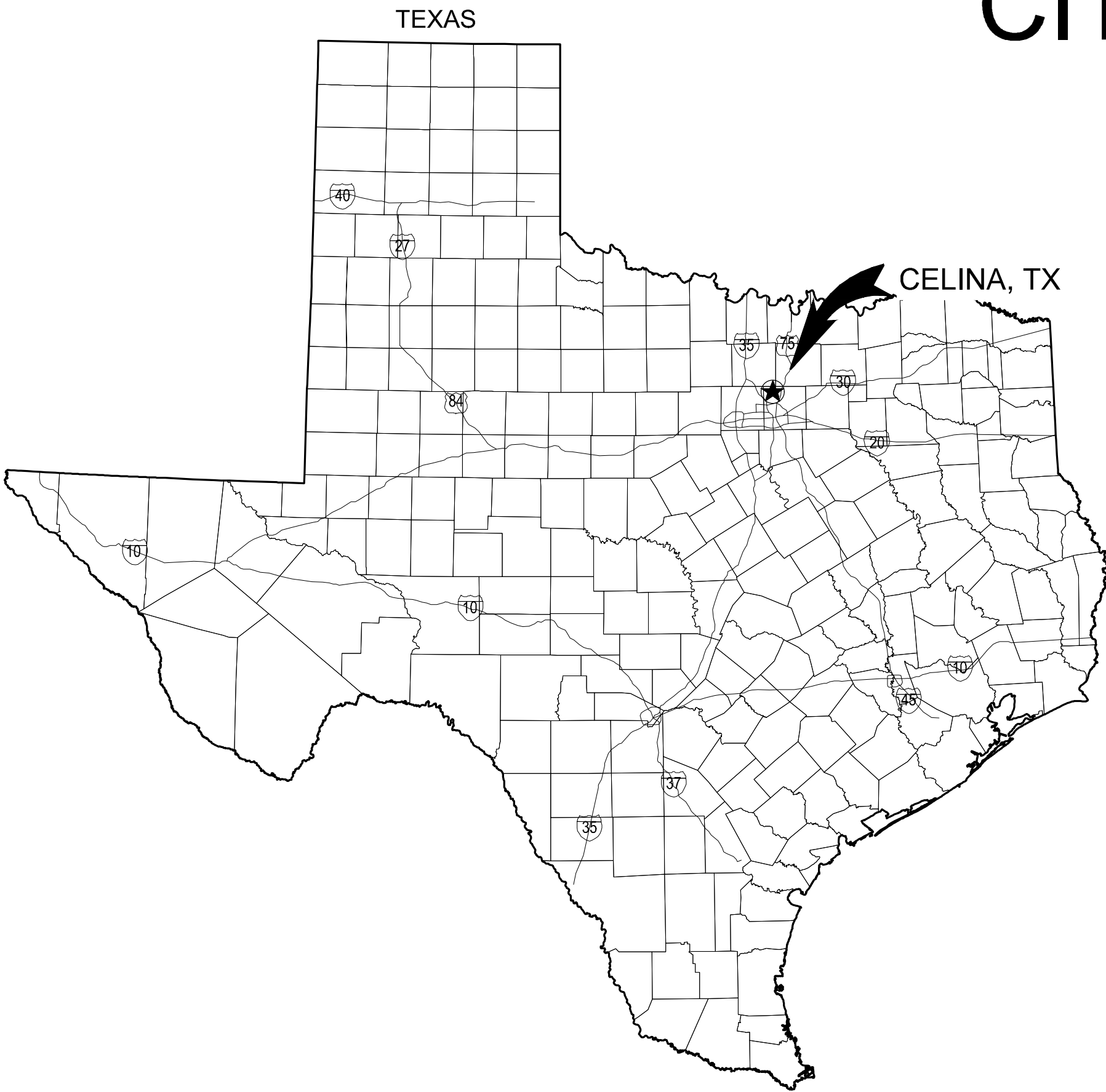
CELINA

WATER TRANSMISSION IMPROVEMENTS

PACKAGE - C

CITY OF CELINA

CELINA, TEXAS



LOCATION MAP



VICINITY MAP

NO SCALE

GARVER PROJECT NO. 18088205
FEBRUARY 2019

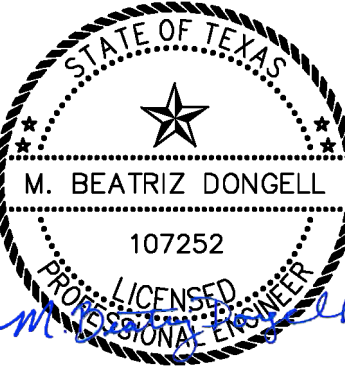


3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
(972) 377-7480



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HEREIN, SHALL BE CONSIDERED
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GARVER, LLC OR EXPLICITLY
ALLOWED IN THE GOVERNING
PROFESSIONAL SERVICES
AGREEMENT FOR THIS WORK.

REGISTRATION NO.
F-5713



Digitally Signed 02/07/2019

REV.	DATE	DESCRIPTION	BY



CITY OF CELINA
CELINA, TEXAS

WATER TRANSMISSION
IMPROVEMENTS
PACKAGE - C

COVER SHEET

JOB NO.: 18088205
DATE: FEB. 2019
DESIGNED BY: MBD
DRAWN BY: KDW

BAR IS ONE INCH ON
ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

G001

SHEET
NUMBER **01**



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Kim Brawner, Director of Engineering
 Date: March 19, 2019
 Re: <Insert Subject/RE Here>

Action Requested:

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)

Background Information:

In January 2019 staff issued request for qualifications (RFQ) for a parks master plan. The RFQ was advertised in the local paper and posted on the Town's eProcurement system in which one hundred twelve vendors were notified. Six submittals were received. Purchasing completed an initial evaluation to determine each vendor met minimum qualifications. A committee completed the evaluation by reviewing each statement of qualifications and ranking each vendor per the following criteria.

- 50 Points Experience/Expertise
- 05 Points Consultant Information/Interest
- 20 Points Team Member Experience
- 05 Points Estimated Time for Completion
- 10 Points Project Approach
- 10 Points New Ideas/Concepts

Evaluators ranked the firms as follows.

Submitting Firms	Eval 1	Eval 2	Eval 3	Eval 4	Total Weighted Score
MHS PLANNING & DESIGN, LLC	1240	2195	1605	1835	1718.75
Brandstetter Carroll Inc.	2250	2450	1130	1050	1720
Parkhill, Smith & Cooper, Inc.	1900	2605	1730	1655	1972.5
Halff Associates, Inc.	2760	2925	1605	1855	2286.25
Norris D Texas LLC	2300	3080	2465	1980	2456.25

Board Review/Citizen Input:

N/A

Alternatives:

Reject all submittals and readvertise.

Financial Considerations:

Funding is available in 102-510-02-5152 \$84,200.00

Legal Review:

Agenda and standard professional services agreement has been reviewed by the City Attorney.

Supporting Documents:

<Insert Supporting Documents Here>

Staff Recommendation:

Award RFQ 2019-0001 to Norris D Texas, LLC for the Parks Master Plan in an amount not to exceed \$84,200.

EXHIBIT A
SCOPE OF SERVICES

City of Celina - Parks Master Plan

Phase 1.0 PROJECT MANAGEMENT**CLIENT – CONSULTANT INTERACTION**

Interaction between Norris Design (ND) and the City of Celina staff, will take place either by means of face-to-face meetings or by means of conference call meetings. The number of these meetings is defined per individual task.

1.01 PROJECT KICK-OFF MEETING (1)

ND staff will arrange a meeting in Celina with appropriate City staff as designated by the City. Key planning team members from ND will attend. This meeting will accomplish several pre-planning objectives:

- A. Orientation. The City of Celina and the primary ND team will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants.
- B. Review of Key Issues. Key issues to be addressed during the course of the work will be reviewed with staff and team members.
- C. Schedule. Review contract schedule and establish key milestone dates.
- D. Information exchange. Discuss documentation needs and receive information as available. ND will provide a list of required information in advance of this meeting.

Deliverables:

- a. ND shall prepare meeting agenda, initial exhibits to aid discussion, a list of needed informational items and data.
- b. Total number of meetings: One (1) meeting Items

Provided by City of Celina: City shall recommend staff to attend, place of meeting, and provide data as required to begin planning process.

1.02 CITY PARK TOUR

As a follow-up to the kick-off meeting, but during a different visit, ND, together with Celina's staff will tour the City to gain a thorough understanding of issues as identified by the City.

Deliverables:

- a. ND shall apply information and understanding gained in follow-up tasks.
- b. Total number of meetings: Four hours (4) to tour the city in City van.

Items Provided by City of Celina: The City shall arrange for a vehicle and serve as guide for the duration of the city tour.

1.03 PARK BOARD MEETINGS (3)

ND will meet with the Celina Parks Board as follows: One (1) introduction meeting to introduce the team, describe the master planning process, and define existing conditions, two (2) overview of public input findings and define LOS. Three (3) review draft Parks Master Plan recommendations review meeting. Members are encouraged to attend all meetings including additional public input meetings.

Deliverables:

- a. ND shall attend a total of three (3) Park Board meetings as part of this task.
- b. Total number of meetings – Three (3) meetings

Items Provided by City of Celina: The City shall schedule Park Board meetings.

1.04 CITY COUNCIL UPDATE MEETINGS (1)

ND will meet with the Celina City Council as follows: One (1) introduction meeting to introduce the team, describe the master planning process, and define existing conditions, overview of public input findings and define LOS.

Deliverables:

- a. ND shall attend a total of one (1) CC meetings as part of this task.

Items Provided by City of Celina: The City shall schedule CC meeting.

1.05 INTERDEPARTMENTAL COORDINATION MEETINGS

A. ND will meet with key personnel of City departments that may impact or be impacted by the Plan and from whom support for the implementation of the Parks Master Plan may be required.

B. ND will conduct two (2) meetings with department heads/staff collectively for their initial input and interim review of recommendations. Personnel/Departments may include but are not limited to: City Management; Planning & Development Services; Economic Development; Engineering Services; and Public Works.

Deliverables:

- a. ND shall prepare presentations and summaries of comments made in meetings.
- b. Total number of meetings: Two (2) meetings

Items Provided by City of Celina: The City shall set up meetings where necessary; and attend meetings as desired or appropriate. ND to provide a schedule and suggested times for meetings.

1.06 PROJECT MANAGEMENT

The ND Project Manager will coordinate internal and sub-consultant team members; maintain the project schedule; and be available for phone or in-person meetings to address client needs.

Deliverables:

- a. Monthly project update meetings or phone discussions.
- b. Total number of meetings: As needed.

Items Provided by City of Celina: Attend meetings.

1.07 PROJECT WEB SITE

The ND staff will use a project webpage attached to the City's web site to convey general project information such as meeting dates, background information, and contact information. It will also provide a means for obtaining public input and serve as the main portal for videos, presentations, schedule data, workshop information, and downloadable DRAFT reports. The site will be maintained by the City and documents to be uploaded will be provided by ND.

Deliverables:

- a. Documents on all aspects of the project to be uploaded.

Items Provided by City of Celina: Web site defined as Parks Master Plan

Phase 2.0 PRE-PLANNING

2.01 PREPARATION OF BASE MAPPING

A. ND shall prepare base mapping that is comprehensive and sufficiently detailed for the project. ND shall prepare the base mapping in a digital form for future use by the City (through incorporation and enhancement of existing City digital base mapping files). GIS data, digital aerial photographs, and/or PDF illustrations obtained from the City will be used as the base information for the regional, citywide and neighborhood level maps which shall include:

Regional level – Including all areas in the City ETJ, as well as relationship to surrounding cities.

City-wide level – Including study limits/sectors established by prior park master plans and other pertinent sectors as provided by the City of Celina in digital format.

Specific key areas – Key neighborhoods/sectors as determined to be appropriate.

B. All mapping that is distributed in an illustrative format will be in PDF graphic file formats.

C. Specific information (as provided by the city) that ND will incorporate into the base mapping includes: Key public facilities; Developed and undeveloped park land; Major natural features and drainage corridors; Schools (by classification and type) and school districts; Boundaries for city districts such as Downtown Celina; Key regional destinations as applicable; and Any other pertinent, available GIS data.

Deliverables:

- a. ND shall prepare base drawings for regional, city-wide, and neighborhood/sector maps with information readily available.
- b. ND will coordinate with the City GIS Department to understand and incorporate data standards and determine the necessary levels of accuracy and precision for data development. Except as stated herein, ND is not responsible for digitizing, increasing the accuracy and precision, or otherwise improving data received from the City.
- c. Number of meetings: None.

Items Provided by City of Celina: The City shall provide digital copies (as available), of most recent City mapping, including regional level maps, citywide maps illustrating zoning based upon

Comprehensive plan update, and city maps illustrating existing and proposed land use. City limit boundaries will be provided in digital form.

2.02 REVIEW RELEVANT STUDIES THAT MAY INFLUENCE THE PARKS MASTER PLAN

For background and information purposes, ND shall review other past or ongoing efforts that may influence the city's Parks Master Plan. This will include, but is not limited to:

1. Previous Parks Master Plan;
2. Comprehensive Plan (coordinate with current comp plan process);
3. Trail/Bike Master Plan (2019 by ND);
4. Downtown Plan (2019)
5. Thoroughfare Plan;
6. Individual Park Development Master Plans;
7. Previous Facility Plans/Feasibility Studies;
8. Regional plans;
9. Other specific studies

Deliverables:

- a. *ND shall review past studies & reports, as provided by City.*
- b. *Number of meetings: None.*

Items Provided by City of Celina: *City shall provide one electronic copy and/or hard copy of all relevant reports and documents.*

2.03 DEMOGRAPHIC REVIEW & COMMUNITY PROFILE

ND will utilize demographic data as provided by the City, which may include Census, ESRI, and North Central Texas Council of Governments (NCTCOG) data. This data will be used to develop a community profile that will include the demographic, economic, cultural, and lifestyle patterns and preferences of the community and segments of the community. This profile will serve as the basis for future tasks of the project.

The community profile shall include:

- Current population
- Future growth forecasts and build-out projections as provided by the City
- Typical population profile, including sex, age, ethnicity, income and education
- Lifestyle segment review and summary.

Deliverables:

- a. *ND shall review information, as provided by the City, and prepare the community profile.*
- b. *Number of meetings: Under leadership of Celina, one (1) conference call meeting with Planning Department and Celina to discuss the best available demographic data to be used.*

Items provided by City of Celina: *Celina to initiate and facilitate conference call meeting with Planning Department and Comprehensive Planning Team. The City shall provide population information (in digital form), including existing population by Census tracts, population estimates and projections, and demographic characteristics. If data is not available, ND will use the most current Census Bureau and NCTCOG data. (provided by City)*

Phase 3.0 PARK SYSTEM VISIONING**3.01 HOA/CITIZEN VISIONING WORKSHOPS (6)**

During a set of six (6) visioning workshops staff from ND will meet with key community HOA representatives, local citizens, sports teams, to present the process of the Parks Master Plan, and facilitate a vision discussion. ND will conduct the workshop meetings in the evening hours to maximize attendance with citizens or organizations collectively for public input.

A. ND will prepare an outline to serve as a structure for the meetings.

B. ND will meet with HOA representatives wanting to discuss existing and future park and recreational facilities in Celina.

C. Workshops will be scheduled with two (#1 and #2) in week one (Tuesday and Thursday evenings) then a work week; round two workshops (#3 and #4); work week; round three workshops (#5 and #6).

Key inputs and questions may include:

- Desire for new parks (type, location, etc.);
- Indoor Recreational Facilities;
- Indoor Recreational Facilities trends;
- Indoor Recreation Programs for City to offer;
- Desire for special needs;
- Desire of recreation providers as recommended by City Staff;
- Passive parks;
- Active sports parks;
- Parks for a Historic/Culture/Beautification aspect;
- Park linkages (parks, bikes, etc.);
- Desired Level of Service (LOS);
- Current Level of Service (LOS);
- Peer Cities Level of Service (LOS) Comparison; and other questions.

Deliverables:

- a. ND shall prepare a summary of findings and comments made during meetings.
- b. Celina Park LOS (by acreage and population)
- c. Total number of meetings: Six (6) meetings conducted during the event.

Items Provided by City of Celina: The City shall make recommendations for the stakeholders' representatives and persons to be included in the meetings; secure location of the venue, set up meetings during the six (6) workshops; and attend meetings as desired.

3.02 COORDINATION MEETINGS WITH COMP PLAN TEAM

During the planning process, ND will conduct up to three (3) meetings to coordinate technical land use and parks elements together, and to solicit input for the parks master plan. One (1) final public meeting will be held closer to the end of the planning process when recommendations will be shared with the citizens of Celina.

Deliverables:

- a. ND will also compile and summarize the input from each meeting. (email)
- b. Total number of meetings: Three (3) meetings.

Items Provided by City of Celina: The City shall establish location and time for meetings; issue invitations and meetings; and attend meetings as desired or appropriate.

3.03 ONLINE COMMUNITY SURVEY - PARKS (input SurveyMonkey)

- A. ND will prepare a questionnaire for a community-wide survey to be administered by web.
- B. The survey will be linked to the City of Celina website by City IT staff. The city will prepare send to the City an email “blast” announcement suitable for being transmitted to residents of the City using available email lists and databases provided and administered by the City.
- C. ND will modify the Emailed Survey and reformat based online survey requirements.
- D. Review the questionnaire with City staff via conference call and modify as appropriate.
- E. Indoor and Outdoor recreational facilities.
- F. ND will analyze responses and prepare a summary of key responses in report format.
- G. ND will review the results of the survey during one (1) meeting with staff.

Deliverables:

- a. ND shall prepare documentation for community-wide survey and survey results.
- b. Number of meetings: Meetings two

Items Provided by City of Celina: The City shall assist in the development of the survey questionnaire; assist in linking the survey instrument to the City website and promote the survey to Celina residents via city newsletters, announcements and email blasts.

3.04 COORDINATION MEETINGS WITH CISD

During the planning process, ND will conduct one (1) meetings to coordinate technical land use, parks elements and CISD school issues together, and to solicit input for the parks master plan. Joint school and park sites and future school locations and number of schools will be discussed. This meeting may also be attended by the Comp Plan team.

Deliverables:

- c. ND will also compile and summarize the input from each meeting. (email)
- d. Total number of meetings: One (1) meeting.

Items Provided by City of Celina: The City shall establish location and time for CISD meetings; issue invitations and meetings; and attend meetings as desired or appropriate.

Phase 4.0 PARK MASTER PLAN**4.01 REVIEW OF EXISTING & PLANNED PARK INITIATIVES / LOS**

- A. ND will analyze the City’s current existing parks, determine the suitability of currently-planned park expansions, and build upon the city’s network.
- C. Analyze area park benchmarks, determine level of service (LOS) of Celina’s existing park system, and recommend target levels of service.

B. Apply desired Celina LOS and citizen's goals for park development. Analyze and summarize standards for application to the Celina park system.

Deliverables:

- a. Summary of benchmark / level of service analysis and applicable regional standards.
- b. Provide a written/graphic section as part of the Master Plan.
- c. Number of meetings: One (1) meeting to discuss interim findings report.

Items Provided by City of Celina: Copies of draft reports, maps, and other relevant information from various regional and county initiatives.

4.02 OPPORTUNITIES & CONSTRAINTS ANALYSIS

Conduct city-wide reconnaissance to identify potential opportunities and challenges for the park system. Prepare maps and illustrations as appropriate that demonstrate key opportunities and constraints in each sector of the city. Maps will illustrate:

- Key destinations;
- Key park site;
- Key potential unique environments;
- Key future areas to be served;
- Key opportunity areas for parks;
- Key park constraints

Deliverables:

- a. Summary of the park system opportunities and constraints in plan format.
- b. Map illustrating key destinations and potential corridors by sector.
- c. Number of meetings: none

Items Provided by City of Celina: Review mapping and summary comment as applicable.

4.03 DEVELOP INDOOR RECREATIONAL FACILITIES

Consider Indoor Recreation System - Program, Schedule, and level of service (LOS). Use best practices in developing a long term systemwide schedule for delivery of indoor recreation include suggestions on funding through a bond program/establishing funding partners. Which includes:

- Multi-use facilities
- Recreation centers
- Senior centers
- Aquatic facilities
- Indoor aquatic facilities

Deliverables:

- a. Summary of the facility type toolbox, maps detailing draft options for facility types.
- b. Number of meetings: One (1) conference call review meeting with staff.

Items Provided by City of Celina: Review and comment as appropriate.

4.04 DEVELOP INDOOR RECREATION PROGRAMS

This long-range program will be honed and sharpened based on comparative analysis of benchmark communities and similar level of service facilities. With best practices as a guide, the team will help Celina identify level of service expectations and produce written recommendations to be included in the Master Plan for indoor recreation needs.

Deliverables:

- a. Draft alignment and evaluations for rec programs.
- b. Number of meetings: One (1) review meeting with staff.

Items Provided by City of Celina: Review and comment as appropriate.

4.05 DEVELOP PLANNING LEVEL COST ESTIMATES & PRIORITIZE FACILITIES

Using the analysis performed, ND shall prepare estimates of probable cost for the major spine corridors in the city. Create criteria to rank and prioritize parks based on ease of implementation, connectivity to destinations, and proximity to residences and prioritize parks based on these criteria. Review with staff and modify as necessary.

ND shall develop planning level cost estimates for construction overall park system on a square-mile basis. Key future park sites shall be approved by the City prior to finalizing report.

Deliverables:

- a. Preliminary cost estimates and prioritization criteria in table format.
- b. Number of meetings: One (1) meeting with staff.

Items Provided by City of Celina: Review and comment as appropriate.

4.06 DEVELOP STANDARDS FOR PARK DESIGN

Develop general and aesthetic standards for Celina's park system:

1. Develop design standards for each park type desired;
 - **Pocket/Ornamental Park** A pocket or ornamental park is a small park (usually less than two (2) acres) developed for passive recreation.
 - **Mini-Neighborhood Parks** - park is a site of approximately one to four (4) acres and serves the area with a one-quarter mile radius.
 - **Neighborhood Parks** A neighborhood park is a site of approximately five to ten (10) acres and serves the area within a one-half mile radius with both active and passive recreational opportunities.
 - **Community Parks** A community park is a site of approximately 40 to 150 acres with a service area radius of two miles and provides both active, passive and often primitive (nature oriented) recreation.
 - **Special Use Parks** The special use park classification covers a broad range of parks and recreation facilities that focus on one or two specific recreational uses; typically, sports fields.
 - **Regional Parks** Regional parks typically are a minimum of fifty (50) acres and serve a larger area than the community alone. Regional parks typically have the same type of amenities as community parks and focus on community-

- based recreation but are much larger in size. Regional parks typically have land set aside to preserve as unique landscapes or natural open space.
- **Greenbelts** - Greenbelts or greenbelt parkways are linear parks that are typically developed around a natural resource such as a creek, river, utility easement or lake shore.
 - **Natural Areas** - Natural areas are spaces containing ecosystems in a non-disturbed state.
2. Develop park design standards for amenities such as nodes, playgrounds, seating areas, parking, bridge approaches, and much more;

Deliverables:

- a. Draft park facility standards for Celina in graphic and written format.
- b. Number of meetings: One (1) review meeting

Items Provided by City of Celina: Review and comment on proposed trail standards.

4.07 PREPARE PARKS MASTER PLAN & DEVELOP POLICY RECOMMENDATIONS

Prepare the Parks Master Plan report and a summary. Include a detailed implementation schedule with costs and priorities and develop strategic policy recommendations to:

- Accelerate the implementation of parks and related facilities;
- Coordinate with other projects;
- Modify programs and practices;
- Recommend short-term and long-term improvements

Deliverables:

- a. A written summary of the parks master planning process and recommendations to be delivered as part of report and provide written/graphic summary.
- b. Number of meetings: One (1)

Items Provided by City of Celina: Review and comment as appropriate.

Phase 5.0 IMPLEMENTATION STRATEGY

5.01 COST ESTIMATES

The ND Team shall prepare cost estimates for components of the Parks Master Plan. Use previous bids, current contractor costs where available, or other locally based estimates; Include maintenance costs for new facility (indoor and outdoor) improvements; Use an average dollar amount per acre for land acquisition.

Include cost ranges for proposed improvements, and identify key assumptions and items included in each estimate. Include contingencies that are appropriate for concept level estimates.

Deliverables:

- a. ND will incorporate the results of the cost estimates in the Action Plan.

b. Number of meetings: One (1) conference call or in-person meeting.

Items Provided by City of Celina: The City shall review estimates and comment as appropriate.

5.02 IMPLEMENTATION AND ACTION PLAN

A. The team shall prepare an implementation component for the Parks Master Plan illustrating the items that are recommended. This plan will include four key elements:

1. Short range improvements to meet immediate needs.
2. Long range improvements to meet population growth, enhance the system, and meet the needs of City's growth
3. Prioritization of improvements, to fund most critical projects first, based on demonstrated need, with less critical components being incorporated as funding allows.
4. Funding strategies to provide predictable funding resources for the proposed improvements.

B. ND shall prepare a master plan that will describe the recommended improvements in the following main categories:

- Park development
- Land acquisition needs
- Supporting facility development

C. ND shall prepare an Action Plan Schedule for the recommended plan components. * Develop a 5-year incremental funding level analysis to implement the Master Plan. (Action and Expenditure Plan). * Use a 5-year short-range time frame, and a 10-year long-range time frame.

Deliverables:

- a. ND shall prepare prioritization of recommended improvements, an Action Plan in table format, and an implementation strategy in written format.*
- b. Number of meetings: One (1) meeting.*

Items Provided by City of Celina: The City shall provide current and past citywide and Park and Department budgets (for past three years); provide records of past grants and other non-city funding sources; and review Implementation and Action Plan.

Phase 6.0 REPORT PREPARATION & FINAL PLAN ADOPTION

6.01 REPORT PREPARATION, REVIEW, AND APPROVAL

The ND team shall combine the information compiled in each of the tasks above into a Final Report. ND will assist in reviewing the report with City staff, Parks Boards, and City Council. Elements in this task will include:

- A. Preparation of Report and Submittal of electronic (PDF format) draft to Celina staff for review.
- B. One (1) work session with Celina staff.

- C. Revisions based on comments received, and preparation of a revised draft report in electronic (PDF) format.
- D. One (1) joint briefing presentation and work session with Parks Board
- E. One (1) briefing presentation and work session with City Council.
- F. Revisions based on comments received, and preparation of a final report in electronic (PDF) format.
- H. One (1) public hearing for approval of the final master plan by the City Council.
- I. In (1) 3-ring notebook place the Trails Plan and the Parks MP together. (final copies)

Upon City Council approval, ND shall deliver the approved report to Texas Parks and Wildlife Department for review and comment. ND shall address comments from TPWD staff as required.

Deliverables:

- a. Report final product shall be in an Adobe (InDesign/Illustrator) that can be edited by the City.
- b. ND shall prepare electronic (PDF format) draft reports (copies includes two final reports).
- c. Number of meetings: ND will attend a total of five (5) meetings during the approval process.

Items Provided by City of Celina: The City shall review draft reports, set up meetings and agenda items for review and approval of master plan, and distribute electronic or hard copies of the report to staff, the Parks Boards, and City Council, as outlined above.

6.02 PARKS MASTER PLAN EXECUTIVE SUMMARY

A. ND will prepare a summary of the Parks Master Plan (Master Plan), including key goals and objectives, key needs, recommendations, funding strategies and public statements. This summary will be crafted to serve as the primary document for communicating the goals and outcomes of the Master Plan to elected and appointed officials and the general public.

Deliverables:

- a. ND prepares an Ex. Summary for the Parks Master Plan in electronic (PDF) format for review.
- b. Number of meetings: One (1) meeting with staff.

Items Provided by City of Celina: The City shall review the Executive Summary and comment, as well as participate in one meeting.

6.03 PARKS MASTER PLAN PUBLISHING

ND shall produce a high-resolution, full-color digital (PDF format) original of the Master Plan Report and Executive Summary for use in immediate printing as part of this contract, as well as future printing and digital publication by the City of Celina. ND shall prepare thirty (30) color copies of the Master Plan (up to 200 pages) and one (1) Executive Summary digital original for City printing.

Deliverables:

- a. ND shall provide a high and mid-level digital original of the Parks Master Plan Report and print thirty (30) color copies
- b. ND shall provide an Executive Summary (PDF format) on CD for City to print final copies. ND will provide a color mock-up of the final product.
- c. Number of meetings: None.

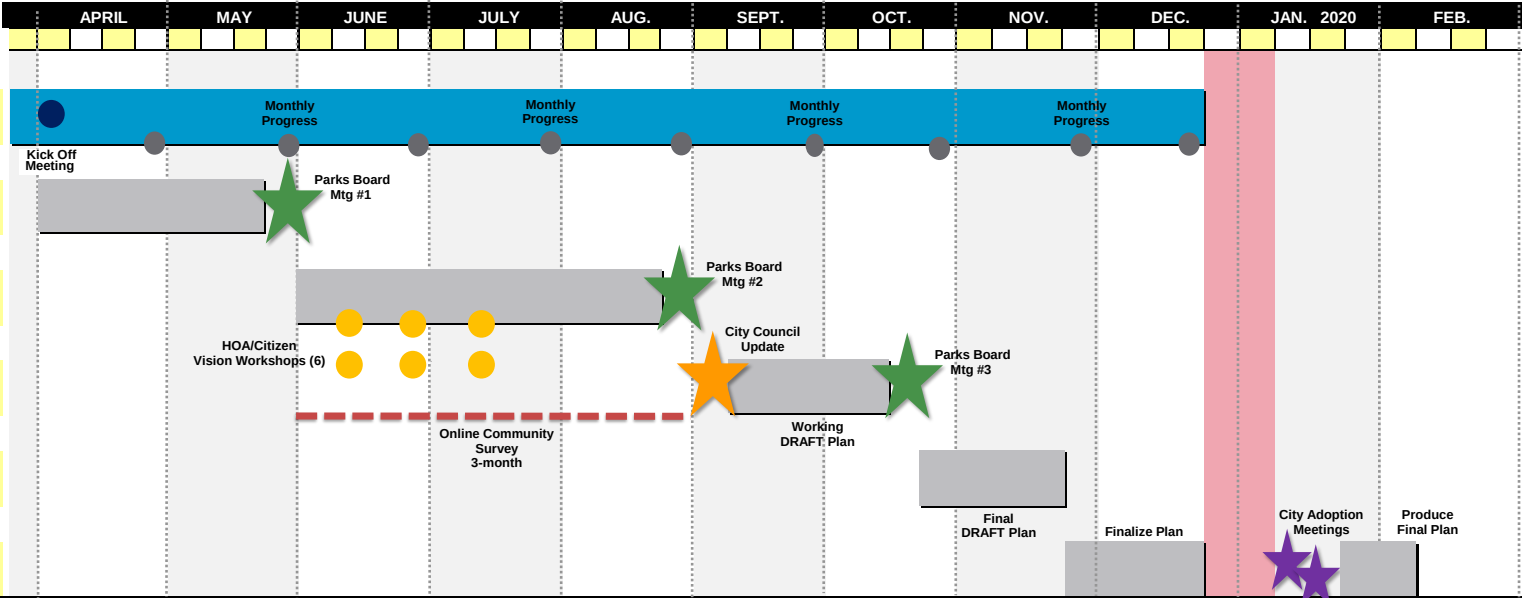
Items Provided by City of Celina: The City shall perform a final review of the document and approve final Executive Summary layout and text. Final payment to ND for professional services.

End of Scope of Services

Parks Master Plan
City of Celina, TX

PROJECT DURATION : 11 Months
DATE: MARCH 2019

- Phase 1 - Project Management
- Phase 2 - Pre Planning
- Phase 3 - Visioning
- Phase 4 - Parks Master Plan
- Phase 5 - Implementation Strategy
- Phase 6 - Final Report and Adoption



Attachment: Exhibit B - Celina - Schedule_Parks MP_7march2019 (Parks Master Plan)

EXHIBIT C
PROFESSIONAL FEES

City of Celina - Parks Master Plan

Phase 1.0 PROJECT MANAGEMENT

- 1.01 PROJECT KICK-OFF MEETING (1)
- 1.02 CITY PARK TOUR
- 1.03 PARK BOARD MEETINGS (3)
- 1.04 CITY COUNCIL UPDATE MEETINGS (1)
- 1.05 INTERDEPARTMENTAL COORDINATION MEETINGS
- 1.06 PROJECT MANAGEMENT
- 1.07 PROJECT WEB SITE

Subtotal: \$ 9,105

Phase 2.0 PRE-PLANNING

- 2.01 PREPARATION OF BASE MAPPING
- 2.02 REVIEW STUDIES - INFLUENCE THE PARKS MASTER PLAN
- 2.03 DEMOGRAPHIC REVIEW & COMMUNITY PROFILE

Subtotal: \$ 4,555

Phase 3.0 PARK SYSTEM VISIONING

- 3.01 HOA/CITIZEN VISIONING WORKSHOPS (6)
- 3.02 COORDINATION MEETINGS WITH COMP PLAN TEAM
- 3.03 ONLINE COMMUNITY SURVEY - PARKS (input SurveyMonkey)
- 3.04 COORDINATION MEETINGS WITH CISD

Subtotal: \$20,375

Phase 4.0 PARK MASTER PLAN

- 4.01 REVIEW OF EXISTING & PLANNED PARK INITIATIVES / LOS
- 4.02 OPPORTUNITIES & CONSTRAINTS ANALYSIS
- 4.03 DEVELOP INDOOR RECREATIONAL FACILITIES
- 4.04 DEVELOP INDOOR RECREATION PROGRAMS
- 4.05 DEVELOP COST ESTIMATES & PRIORITIZE FACILITIES
- 4.06 DEVELOP STANDARDS FOR PARK DESIGN
- 4.07 PREPARE PARKS MASTER PLAN & POLICY RECOMMENDATIONS

Subtotal: \$24,820

Phase 5.0 IMPLEMENTATION STRATEGY

- 5.01 COST ESTIMATES
- 5.02 IMPLEMENTATION AND ACTION PLAN

Subtotal: \$ 9,300

Phase 6.0 REPORT PREPARATION & FINAL PLAN ADOPTION

- 6.01 REPORT PREPARATION, REVIEW, AND APPROVAL
- 6.02 PARKS MASTER PLAN EXECUTIVE SUMMARY
- 6.03 PARKS MASTER PLAN PUBLISHING

Subtotal: \$13,695

Total: \$81,850

Project Expenses

Copies, dry mounting, mileage, travel, local meals, etc.

Subtotal: \$ 2,350**GRAND Total: \$84,200**

City of Celina, Texas
Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "Owner") and **Norris D Texas, LLC**, (hereinafter referred to as the "Consultant") to complete the **Parks Master Plan (Bid 2019-0001)**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, terms and conditions, Attachments, Scope of Service, Time Line, all Change Orders or Amendments issued after the effective date of the Agreement together with the following (if any): **NONE**

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The City desires to have the Consultant **develop a Parks Master Plan** and provide necessary services to develop the same ("PROJECT"); and

2.2 The Consultant has the knowledge, ability and expertise to provide such services; and

2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Exhibit B: Time Line/Milestone which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services:

If there is a conflict between the above quoted subjects and Exhibit A or B, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

- 5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City in a total amount not to exceed eight-four thousand two hundred dollars \$84,200.00 which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.
- 5.2 Work will be performed at the rates set forth in Exhibit C – Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.
- 5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

- 6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit B to this Agreement, by which times defined services are to be completed.
- 6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

- 7.1** THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.
- 7.02** NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.
- 7.03** CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.
- 7.04** CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by

City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.
- (b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina

Purchasing
100 W. Eldorado Pkwy.
Celina, TX 75068
214-975-0411
purchasing@littleelm.org

Norris D Texas, LLC

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

10.10 Prohibition of Contracts with Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the RFP, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the RFP, the RFP shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this the 19 day of March, 2019.

CITY OF CELINA

CONSULTANT

Jason Laumer, City Manager

Printed Name & Title

Exhibit A: Specification and Response

Exhibit B: Time Line / Milestones

Exhibit C: Fee Schedule



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: March 19, 2019
Re: NTTA ROW Annexation Resolution

Action Requested:

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)

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:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Location Map

Annexation Resolution

Staff Recommendation:

Staff recommends approval of the Resolution.

**CITY OF CELINA
RESOLUTION NO. 2019 - ____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A DATE, TIME, AND PLACE FOR PUBLIC HEARINGS ON A PROPOSED ANNEXATION OF CERTAIN PROPERTIES BY THE CITY AND AUTHORIZING AND DIRECTING CITY STAFF TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS AND AUTHORIZING CITY STAFF TO TAKE ALL NECESSARY ACTION TO FULFILL THE REQUIREMENTS OF THE MUNICIPAL ANNEXATION ACT.

WHEREAS, the City of Celina, Texas (the “City”) is a Home Rule municipality located in Collin County, Texas, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, the City of Celina is provided the power to annex land under its Home Rule Charter and Section 43.003 of the Texas Local Government Code pursuant to the requirements and limitations set forth in state law; and

WHEREAS, the City of Celina has determined that it is in the best interest of the City and its citizens to consider the potential annexation of certain properties that are located within the City’s extraterritorial jurisdiction; and

WHEREAS, the City of Celina desires to start the process that will enable the City, should it so desire, to annex the properties referenced in Exhibits “A” into the City of Celina, call two public hearings, and set a proposed annexation proceedings schedule.

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

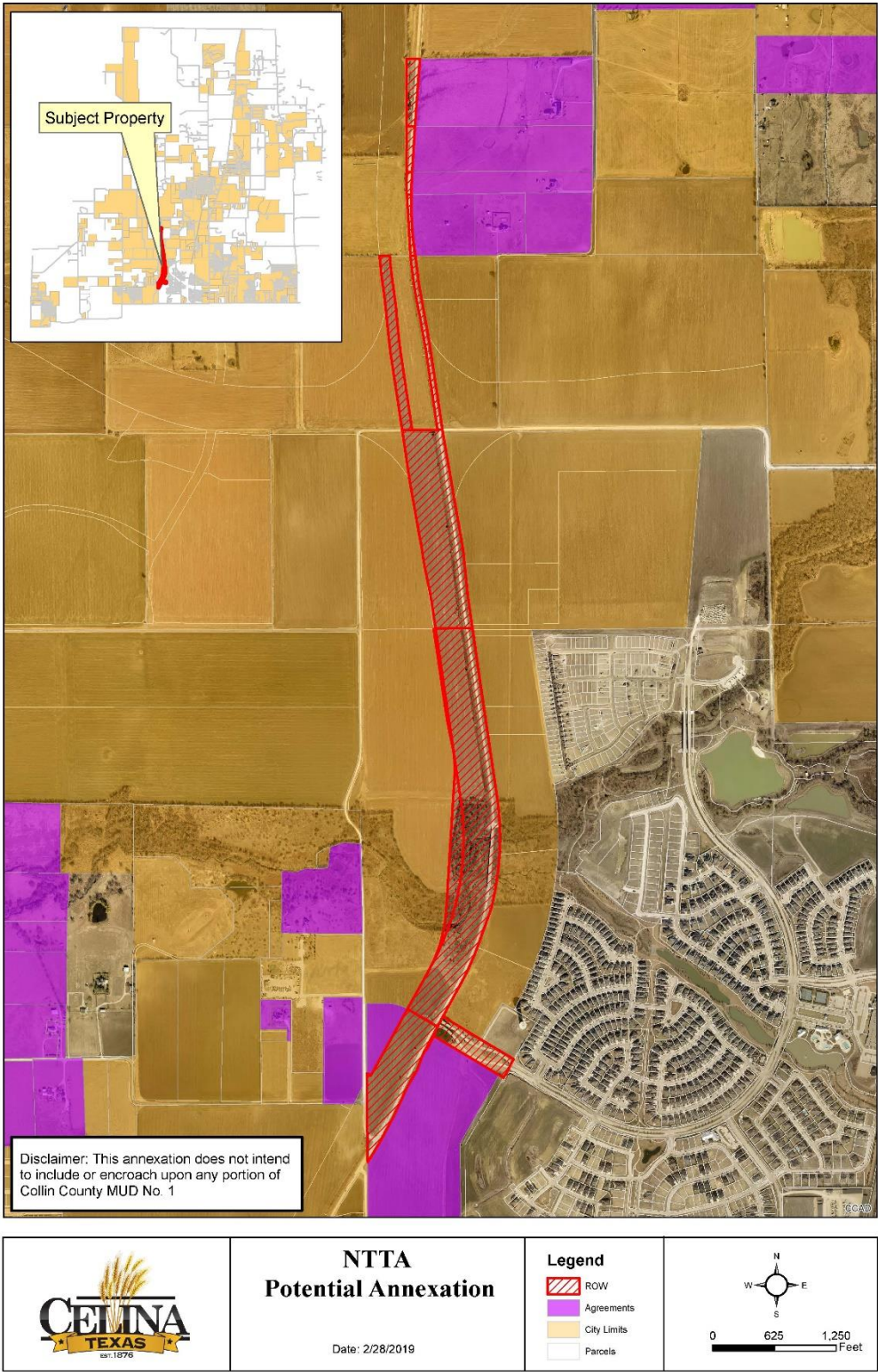
- I.** That on Tuesday, the 9th day of April, 2019 at 5:00 p.m. and on Tuesday, the 14th day of May, 2019 at 5:00 p.m., at the CISD Administration Board Room located at 205 S. Colorado, Celina, Texas 75009, the City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described in the attached Exhibit “A.” Services are to be provided to the property as outlined by the service plan in the attached Exhibit “B.”
- II.** That City Staff is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in attached Exhibit “A” not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

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

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Exhibit “A”
Property Exhibit



Attachment: Draft DNT ROW Annexation Resolution-MM-3-19-2019 (2019-14R : NTNA ROW Annexation Resolution)

Exhibit “B” Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.

- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

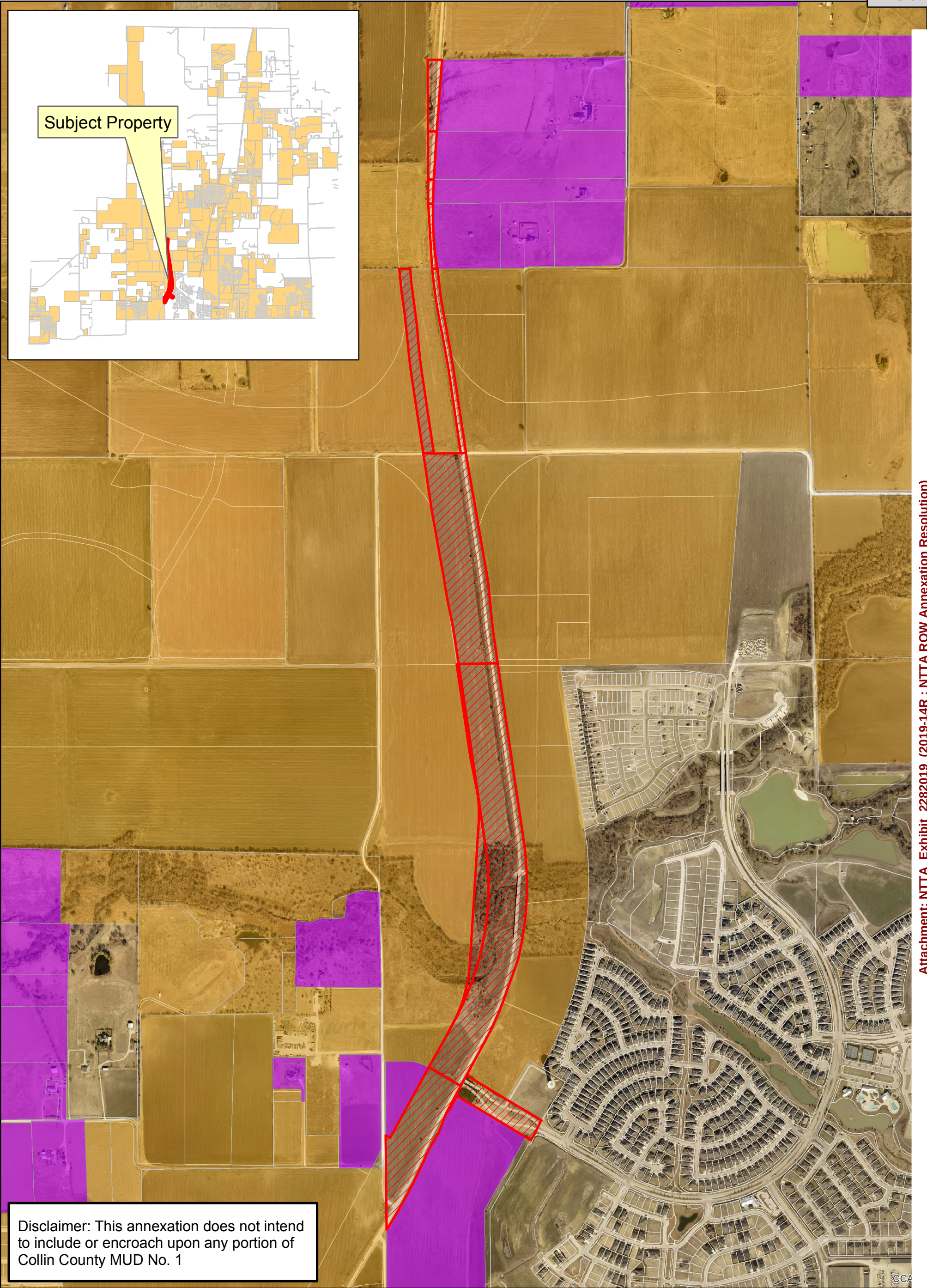
- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

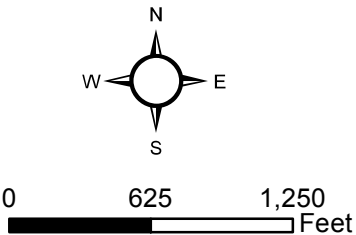
- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



**NTTA
Potential Annexation**

Date: 2/28/2019

- Legend**
- ROW
 - Agreements
 - City Limits
 - Parcels





Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Kim Brawner, Director of Engineering
Date: March 19, 2019
Re: Authorize the use of contingency funds for the SE Sector 5B sewer line project.

Action Requested:

Consider and act to authorize the use of contingency funds for the SE Sector 5B sewer line project.
(Berry)

Background Information:

In November 2018, City Council authorized the agreement between Dickerson Construction and the City of Celina for the SE Sector 5B sewer line project in an amount not to exceed \$2,705,440.50. At the time of award, contingency was not included in the award amount. Contingency for this project is set at five percent or \$135,272.00 and which will be used to cover any change orders received.

Board Review/Citizen Input:

N/A

Alternatives:

Authorize contingency per change order.

Financial Considerations:

Funding is available in the project account.

Legal Review:

City Attorney has viewed this item.

Supporting Documents:

N/A

Staff Recommendation:

Staff Recommends authorizing the use of contingency funds.



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: March 19, 2019
Re: All Storage Development Agreement

Action Requested:

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)

Background Information:

This item executes a development agreement with All Storage Celina, LLC for a sanitary sewer easement, and the extension of a 12" water line in relation to the project. The property is located approximately on north side of Frontier Parkway, and east of Prairie Crossing.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This document has been reviewed by the City Attorney.

Supporting Documents:

- Proposed development agreement

Staff Recommendation:

Staff recommends approval.

DEVELOPMENT AGREEMENT FOR SANITARY SEWER EASEMENT

This Development Agreement for Sanitary Sewer Easement (this "Agreement") is entered into this ____ day of March, 2019 (the "Effective Date") between the **City of Celina, Texas** ("City") and **All Storage Celina, LLC**, a Texas limited liability company ("Owner") (each a "Party" and collectively the "Parties"), each acting by and through its duly authorized representatives.

RECITALS

WHEREAS, Owner owns approximately 7.426 acres of real property located in Collin County, Texas, described by metes and bounds on Exhibit A (the "Property"); and

WHEREAS, Owner proposes to develop self-storage and retail facilities on the Property; and

WHEREAS, in order for the Property to receive centralized sanitary sewer service, an off-site sanitary sewer easement and line construction would be required; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I CENTRALIZED SEWER OPTION

1.1 Selecting a Line Location. City and Owner agree the appropriate off-site sanitary sewer line location to serve the Property is shown on Exhibit B. The estimated construction cost for the sanitary sewer is attached as Exhibit C. A more detailed budget and timeline for constructing the off-site line will be proposed and agreed to by the parties' respective engineers.

1.2 City's Obligations. If the off-site line is considered technically and economically feasible, City will use reasonable and diligent efforts to negotiate acquisition of a permanent sanitary sewer easement and a temporary construction easement of sufficient width that will allow the Property to receive centralized sanitary sewer service ("Easement"). City will bear all costs of acquiring the Easement.

1.3 Owner's Obligations. Owner agrees to engineer and design the off-site sanitary sewer line. The City shall credit all future impact fees related to the development of the Property in the amount of Owner's contribution. Owner shall also be entitled to impact fee payments for future connections by third parties to the off-site sewer line constructed by Owner.

1.4 Permanent Septic System. In the event the off-site easement is not acquired by the City within six (6) months after the execution of this Agreement, then City agrees that the Owner may install a permanent septic system to serve development of the Property. If under this section a permanent septic system is allowed, City agrees to approve a septic tank plan for the Property as shown on Exhibit D.

1.5 Revised Site Plan. City and Owner agree that the Property will be developed in accordance with the site plan attached as Exhibit E contingent upon the City acquiring the easements referenced in Paragraph 1.2. In that event, Owner agrees to extend a 12" water line within the easement area colored blue in Exhibit E. The City's engineering department approves the location of the curb cut on Frontier Parkway.

ARTICLE II

MISCELLANEOUS PROVISIONS

2.1 Authority. City represents and warrants that this Agreement has been approved by the City Council 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. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so.

2.2 No Third Party Beneficiaries. Except as otherwise provided in this section, 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.

2.3 Binding Agreement; Assignment. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and permitted assigns of the respective Parties. This Agreement may not be assigned by any Party unless such assignment is agreed to in writing by the other Party.

2.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received as sent by courier or otherwise hand delivered.

If to City:

City of Celina
Jason Laumer
City Manager
142 N. Ohio Street
Celina, TX 75009
jlaumer@celina-tx.gov

Attachment: Development Agreement All Storage 4840-6909-8888 2 MRF clean 3.13.19 (All Storage Development Agreement)

and to: Julie Fort
Messer, Rockefeller & Fort, PLLC
6371 Preston Rd., Ste. 200
Frisco, TX 75034
julie@municipallaw.com

If to Owner: All Storage Celina, LLC
82 Armstrong Drive
Mustang, OK 73061

with copy to: Winstead PC
Attn: Art Anderson
500 Winstead Bldg.
2728 N. Harwood Street
Dallas, Texas 75201
aanderson@winstead.com

2.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the Easement. There are no other collateral, oral or written agreements among the Parties that relates to the subject matter of this Agreement.

2.6 Governing Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be Collin County, Texas.

2.7 Amendment; Termination. This Agreement may be amended or terminated by the mutual written agreement of the Parties.

2.8 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement as of the Effective Date.

CITY:

THE CITY OF CELINA, TEXAS,

By: _____

Name: _____

Its: _____

OWNER:

ALL STORAGE CELINA, LLC,
a Texas limited liability company

By: _____

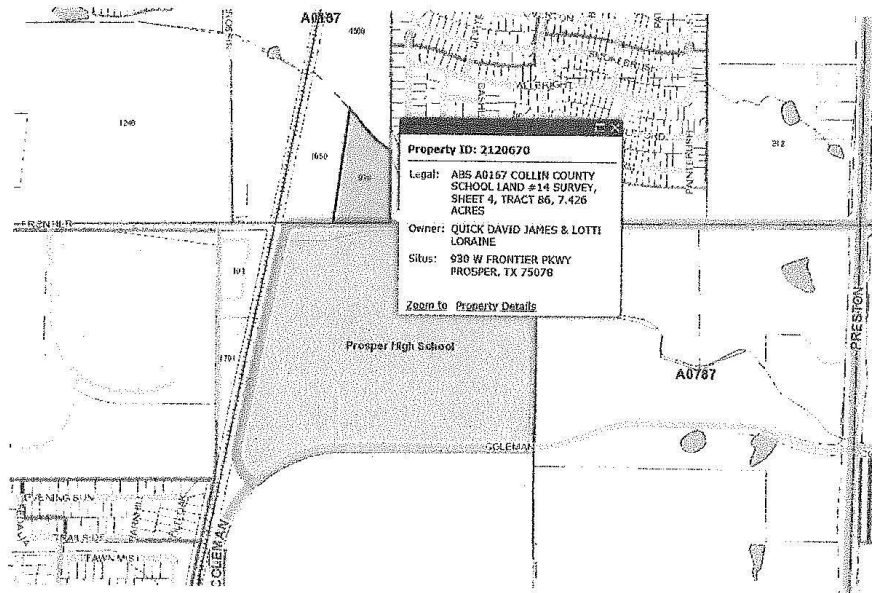
Name: _____

Its: _____

EXHIBIT A
PROPERTY DESCRIPTION

Attachment: Development Agreement All Storage 4840-6909-8888 2 MRF clean 3.13.19 (All Storage Development Agreement)

EXHIBIT "A"



Filed and Recorded
 Official Public Records
 Stacey Kemp, County Clerk
 Collin County, TEXAS
 11/29/2017 12:15:55 PM
 \$46.00 CJAMAL
 20171129001579530



Page 6 of 6
 All Storage 2120670

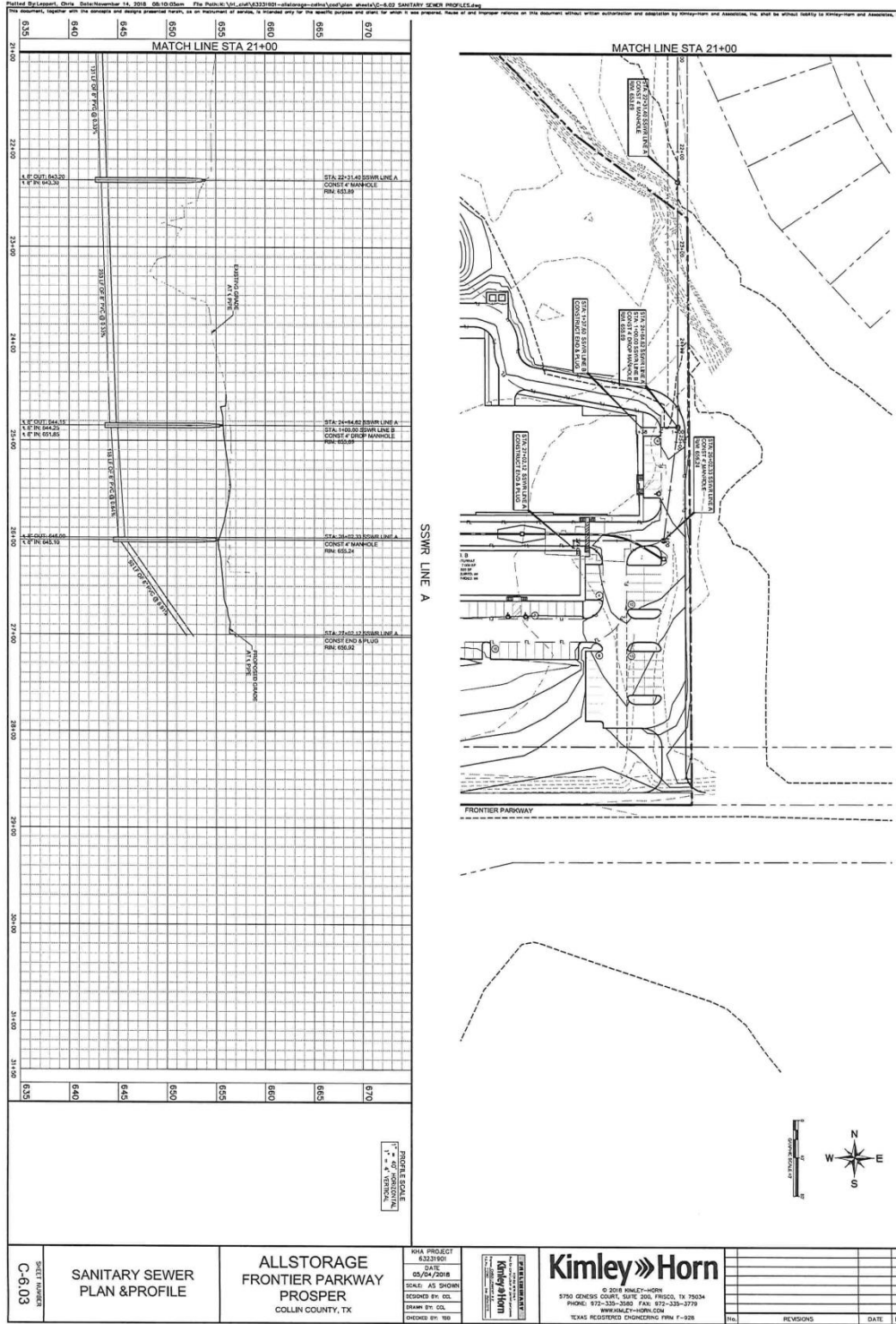
Attachment: Development Agreement All Storage 4840-6909-8888 2 MRF clean 3.13.19 (All Storage Development Agreement)

**EXHIBIT B
EASEMENT DEPICTION**

Attachment: Development Agreement All Storage 4840-6909-8888 2 MRF clean 3.13.19 (All Storage Development Agreement)

[illegible]





Attachment: Development Agreement All Storage 4840-6909-8888 2 MRF clean 3.13.19 (All Storage Development Agreement)

EXHIBIT C

All Storage Frontier Parkway, Celina, Texas
 Engineers Estimate for Public Sewer

Item	Description	Quantity	Unit	Rate	Value
1	8" SDR26 PVC Sewer Pipe	2602	LF	\$51.95	\$135,173.90
2	Connect to Existing Stub Out	1	LF	\$1,320.00	\$1,320.00
3	4' Drop SSMH	3	Each	\$7,350.00	\$22,050.00
4	4' SSMH	5	Each	\$5,300.00	\$26,500.00
5	Trench Safety	2602	LF	\$0.40	\$1,040.80
6	Video, Air & Mandrel Testing	2602	LS	\$1.50	\$3,903.00
7	SSMH Vacuum Testing	8	LS	\$175.00	\$1,400.00
8	Survey and Staking	1	LS	\$3,000.00	\$3,000.00
9	Erosion Control	1	LS	\$2,500.00	\$2,500.00
10	Tree Removal Provision	1	LS	\$30,000.00	\$30,000.00
11	Maintenance Bonds	1	LS	\$8,000.00	\$8,000.00
					<u>\$234,887.70</u>

Attachment: Development Agreement All Storage 4840-6909-8888 2 MRF clean 3.13.19 (All Storage Development Agreement)

EXHIBIT D
SEPTIC TANK PLAN

Attachment: Development Agreement All Storage 4840-6909-8888 2 MRF clean 3.13.19 (All Storage Development Agreement)

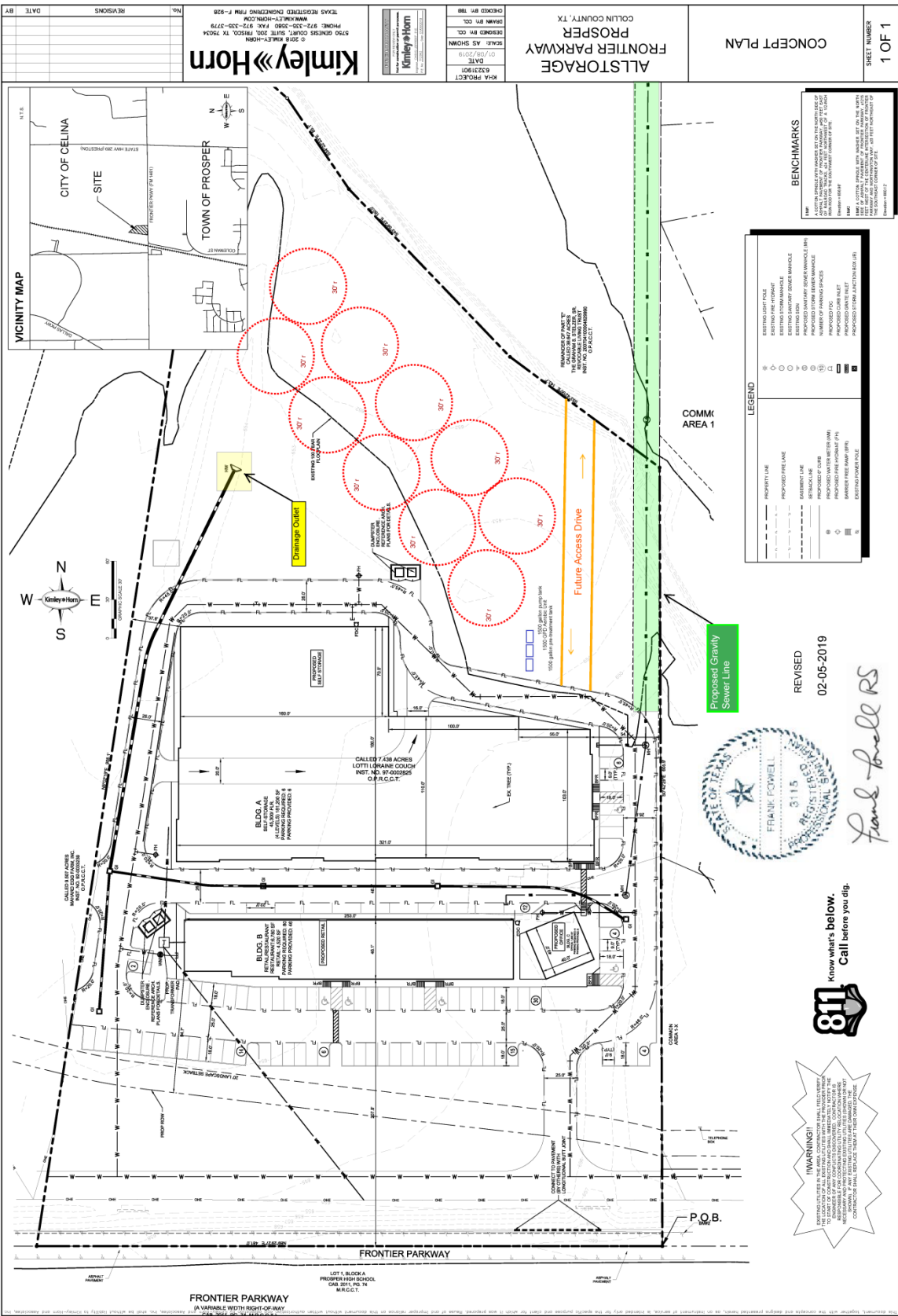


EXHIBIT E
SITE PLAN

Attachment: Development Agreement All Storage 4840-6909-8888 2 MRF clean 3.13.19 (All Storage Development Agreement)





Planning & Zoning Commission
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: March 19, 2019
 Re: Fire Station No. 2 Annexation 2nd Public Hearing, Adoption

Action Requested:

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)

Applicant:

City of Celina
 142 N. Ohio
 Celina, TX 75009

Background Information:

Below is the anticipated annexation schedule for the property:

~~January 8, 2019 - City Council acted on a resolution and set the public hearing dates.~~

~~February 12, 2019 - First Public Hearing was held.~~

March 12, 2019 - Second Public Hearing to be held.

March 12, 2019 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

Notice of the second public hearing was published in *The Celina Record* on February 22, 2019.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

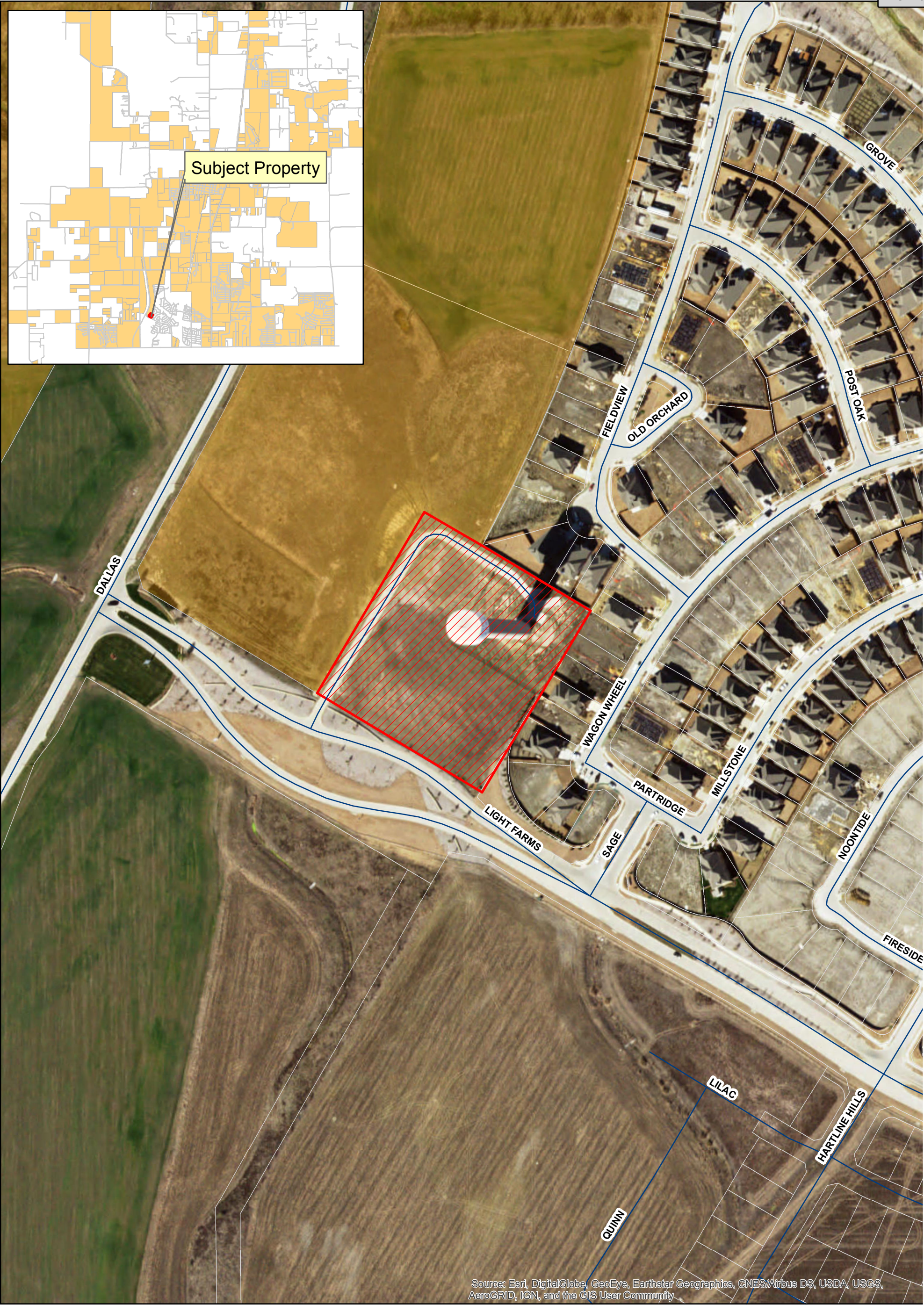
The City Attorney has reviewed the ordinance and deemed it acceptable for form.

Supporting Documents:

Location Map
Proposed Ordinance
Staff Presentation

Staff Recommendation:

Staff recommends approval.



Attachment: Location Map (2019 - 5 : Fire Station No. 2 Annexation 2nd Public Hearing, Adoption)



Fire Station No. 2 Annexation

Date: 1/9/2019

Legend

- Roads
- FireStation
- City Limits
- Parcels

North arrow and scale bar (0, 135, 270 Feet).

Packet Pg. 224

CITY OF CELINA, TEXAS

ORDINANCE NO. 2019-_____
FIRE STATION NO. 2 ANNEXATON

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 4 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; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 8th day of January, 2019 in the City Council Chambers located at 112 N. Colorado, and the second hearing being held on the 12th day of February, 2019 in the Celina ISD Administration Building Board Room located at 205 S. Colorado, both locations in the City of Celina to consider the annexation of the property being more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 28th day of December, 2018 and on the 1st day of February, 2019, such dates being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, metes and bounds descriptions of the property to be annexed is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit "C" and incorporated herein for all purposes.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the property being more particularly described in Exhibit "A", which is incorporated herein as if written word for word, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **SERVICE PLAN**

The municipal service plan for the herein annexed territory, attached hereto as Exhibit "C", was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Denton County, Texas, and any other necessary agencies, including the United States Department of Justice.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the territory referenced in Exhibit "A", attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

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

inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 12th day of February, 2019.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Proposed Ordinance (2019 - 5 : Fire Station No. 2 Annexation 2nd Public Hearing, Adoption)

Exhibit “A”
Legal Description

Being a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and being all of a tract of land as described in instrument to the City of Celina, as recored in Document No. 20071115001546420 of the Land Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with cap stamped “Huitt-Zollars” at the southerly corner of said City of Celina tract, from which the southwest corner of said John Ragsdale Survey, Abstract No. 734, Bears S 90 degree 00 minutes 00 seconds West, a distance of 1520.68 feet ± and S 00 degrees 36 minutes 40 seconds East, a distance of 4025.98 feet ±;

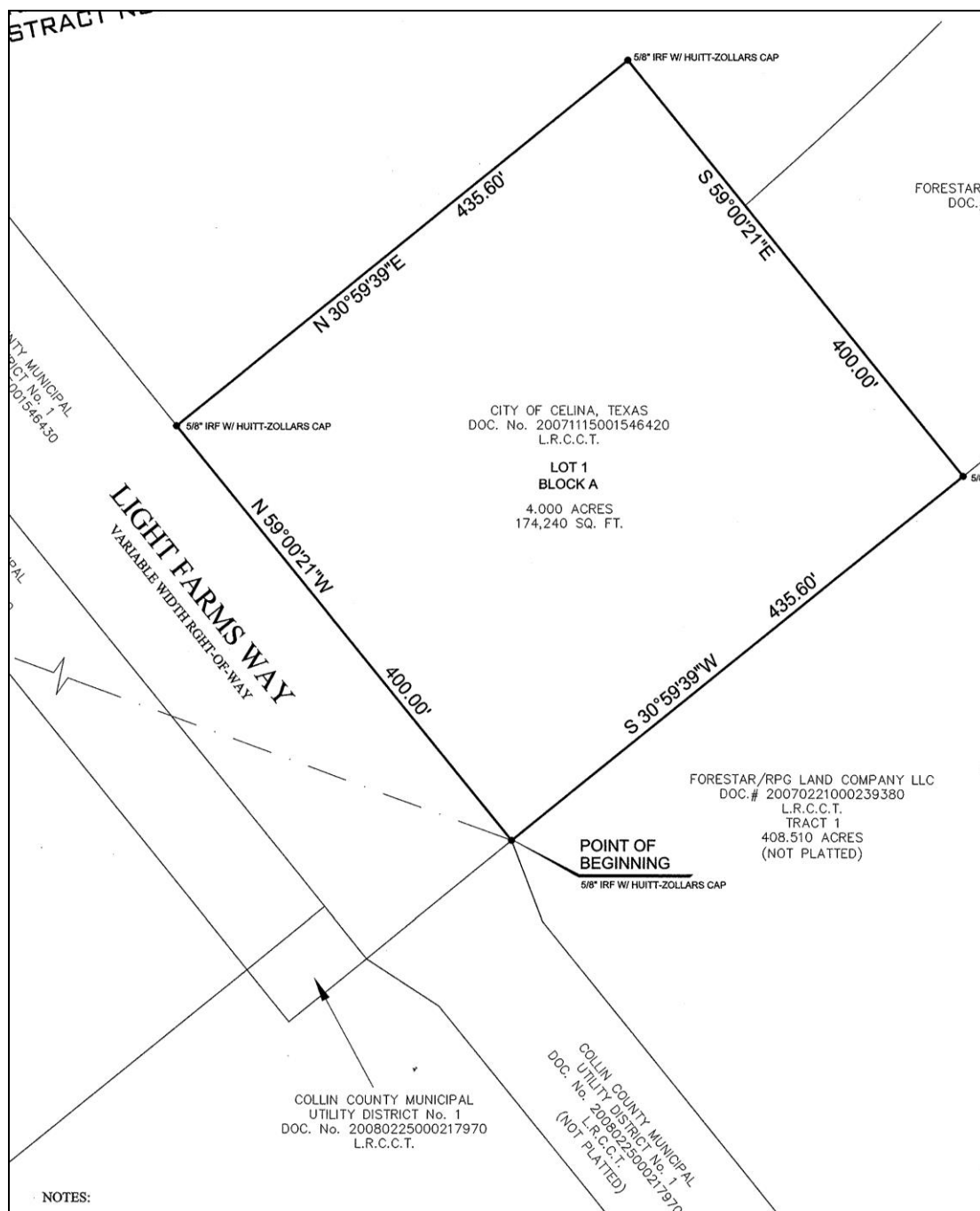
THENCE North 59 degrees 00 minutes 21 seconds West along the southwesterly line of said City of Celina tract, distance of 400.00 feet to a 5/8 inch iron rod found with cap stamped “Huitt-Zollars” at the southerly corner of said City of Celina tract;

THENCE North 30 degrees 59 minutes 39 seconds East along the northwesterly line of said City of Celina tract, distance of 435.60 feet to a 5/8 inch iron rod found with cap stamped “Huitt-Zollars” at the northerly corner of said City of Celina tract;

THENCE South 59 degrees 00 minutes 21 seconds East along the northeasterly line of said City of Celina tract, distance of 400.00 feet to a 5/8 inch iron rod found with cap stamped “Huitt-Zollars” at the easterly corner of said City of Celina tract;

THENCE South 30 degrees 59 minutes 39 seconds West along the southeasterly line of said City of Celina tract, distance of 435.60 feet to the POINT OF BEGINNING and containing 4.000 acres of land, more or less.;

Exhibit “B”
Property Exhibit



**Exhibit “C”
Service Plan**

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Sections 43.003; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services include having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Constriction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient, fire protection, including personnel

- and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response; and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Class Code:

ASSISTANT CITY SECRETARY

CITY OF CELINA
Last Update: March 2019

EMERGENCY NON-
ESSENTIAL

FLSA Category: Non-Exempt

It is an exciting time to work for the City of Celina. We are growing and looking for dedicated and collaborative people to join our team of talented and valued employees. High performing organizations have a set of principles, core values that are used to implement their goals and objectives. Those values represent what we are deeply passionate about and guides the decisions of the individual employees and the organization. At the City of Celina, we demonstrate our high performance by modeling the Values of **Integrity, Community, Excellence** and **Service** and it is expected of all we employ.

Summary: Under administrative direction of the City Manager, oversees, manages, administers and directs the operations of the City Secretary's Office including attending all meetings of the City Council and keeping accurate records of all actions taken by the Council. Maintain the official records and files of the City. Respond to requests for Public Information. Administer oaths as required. Serve as notary. Attest contracts, certificates, ordinances, resolutions and other legal instruments. Hold the city seal. Serve as Election Official for all City elections. Engross and Enroll city ordinances and resolutions of the City Council. Coordinate appointment of city boards and commissions.

The intent of this position description is to provide a representative summary of the major duties and responsibilities performed by incumbent(s) in this position. Incumbent(s) may not be required to perform all duties in this description and incumbent(s) may be required to perform position-related tasks other than those specifically listed in this description.

Essential Job Functions:

- Assists with the daily operations of the City Secretary's Office and performs such in the absence of the City Secretary
- Assists with compiling and distributing information for City Council and Boards and Commission meetings
- Prepares Council Chambers for Council meetings, may include ordering refreshments and preparing presentations
- Assists with preparing, posting and publishing legal notices
- Maintains the City Secretary, Boards and Commissions and Elections webpage
- Issues Oaths of Office and serves as notary in the absence of the City Secretary
- Assist with the coordination of municipal elections.
- Serves as records coordinator, assists department liaisons with implementation and training
- Ensures publication and codification of city ordinances

Integrity



Community



Excellence



Service

- Responds to requests for Public Information in accordance with the Texas Public Information Act
- Records official City documents with County or State
- Assists with execution and keeps contracts and agreements for the city
- Coordinates appointment of and assists city boards and commissions
- Prepares and administer department budget.
- Responds to inquiries and complaints from residents, vendors, contractors, consultants
- Assists internal staff with requests for information
- Serves as liaisons to state, county and federal agencies
- Receives applications and processes Alcohol permits.
- Coordinates Legal Claims, General Liability and Property Claims
- Coordinates city building use and issues keys

Other Duties:

- Maintains Texas Registered Municipal Clerk Certification
- Travels to and attends educational and professional conferences, training and legislative updates maintaining comprehensive knowledge of municipal laws, codes, policies and guidelines relating to job responsibilities
- Performs other related duties as assigned
- Regular and consistent attendance for the assigned work hours is essential.

Required Knowledge and Skills:

- Knowledge various federal, state and local laws, policies and procedures applicable to elections, open meetings, public information, records management, etc.
- Ability to read and understand reference and legal materials such as the Local Government Code and other State Statutes
- Ability to communicate concisely and effectively, verbally and in writing with proficient use of English, spelling, grammar and punctuation
- Ability to establish and maintain good working relationships with elected officials, city staff, citizens, media and the general public
- Ability to avoid any conflict or appearance of conflict of interest in the performance of duties and responsibilities to include election related items
- Ability to present information in public forums in a professional manner
- Ability to provide tactful and appropriate responses to inquiries from the public, city staff and other agencies
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under pressure of time-sensitive deadlines
- Skill in resolving citizen complaints and concerns

Typical Minimum Qualifications:

- High School diploma or GED is required.
- Minimum of five (5), years of experience as a City Secretary or closely related position in the public sector is required and Bachelor degree in political science, public administration or closely related field is desirable or any combination of experience and education that would result in the needed knowledge, skills and abilities is acceptable.



- Local, county or state government experience is preferred
- Supervisory experience is highly desirable.
- Operate personal computer and software (including Microsoft Word, Excel, Power Point, Adobe Acrobat), internet, calculator, Multi-line telephone, copier, fax and various other office related equipment.
- Experience with Laserfiche Avante document management software and electronic agenda management software is desirable.
- Possess a Texas Registered Municipal Clerk's Certification or be currently enrolled in the program.
- Must pass pre-employment screenings, tests, exams and checks.
- Must possess a current and valid State of Texas driver's license or obtain on within 30 days of hire.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in an office
- May be subject to repetitive motion such as typing, data entry and vision to monitor.
- May be subject to bending, stooping, lifting boxes of records
- Attendance at evening meetings is required. May require some weekends

Equipment and Tools Utilized:

- Equipment utilized includes personal computer, Microsoft Office, copier, calculator, fax machine, telephone and other standard office equipment.

ACKNOWLEDGEMENT

I acknowledge that I have read and understand the duties necessary to be successful in this position. I understand this description is not an employment agreement or contract and the City has the exclusive right to alter this description at any time without notice. If, at any time, I become unable to perform the essential functions of the above position, it is my responsibility to notify my supervisor and/or Human Resources.

Employee Printed Name

Date

Employee Signature



To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions described herein.





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: March 19, 2019
 Re: Fire Station #2 Zoning

Action Requested:

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)

Owner:

City of Celina
 142 N. Ohio
 Celina, Texas 75009

Background Information:

This 4.00 acre City-owned property will be annexed into Celina's corporate city limits on March 19, 2019. Since this tract contains City-owned facilities (the water tower and Fire Station No. 2), it is appropriate to zone the tract as CF, Community Facilities.

Conformance with the Comprehensive Plan:

The City's Comprehensive Plan shows this property to be within the Suburban Moderate-High Residential or "Suburban Mix." This includes residential developments and the services and businesses that support the citizens. The Community Facilities zoning district conforms to all land use categories within the Future Land Use Plan.

Board Review/Citizen Input:

A notice of the public hearing was published in *The Celina Record* on January 25, 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.

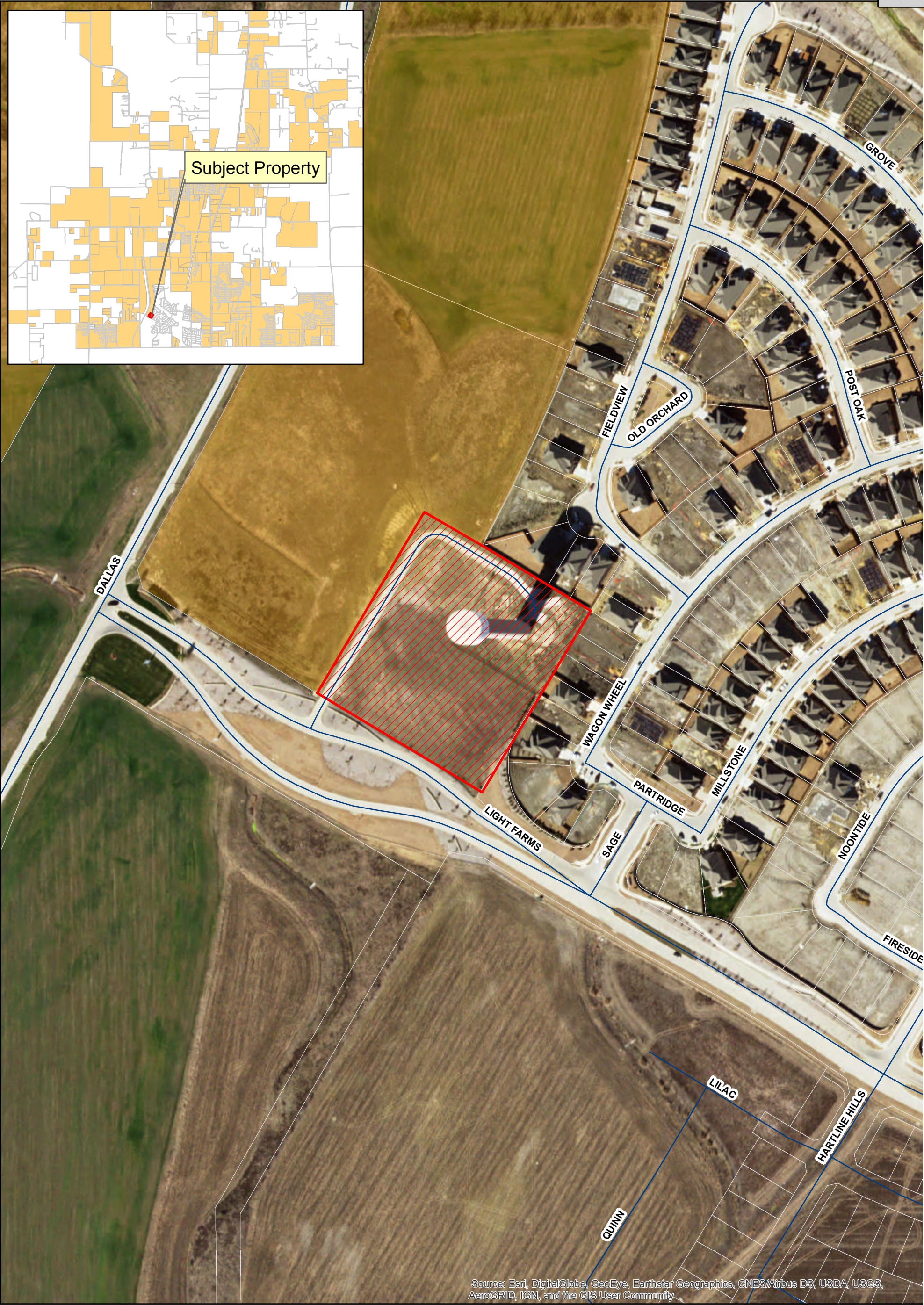
Supporting Documents:

Location Map
 Zoning Ordinance

Staff Presentation

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (2019 - 6 : Fire Station #2 Zoning)

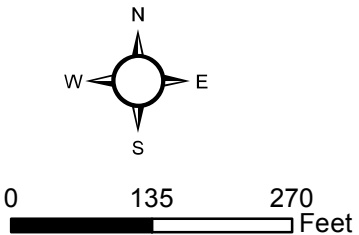


Fire Station No. 2
Rezoning

Date: 1/9/2019

Legend

- Roads
- FireStation
- City Limits
- Parcels



CITY OF CELINA, TEXAS

ORDINANCE 2019-____
FIRE STATION NO. 2

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 4 ACRE TRACT OF LAND LOCATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 734, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED ON THE NORTH SIDE OF LIGHT FARMS WAY AND APPROXIMATELY 350 FEET EAST OF THE DALLAS NORTH TOLLWAY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "CF" COMMUNITY FACILITIES DISTRICT; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION; 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 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 “CF” Community Facility District on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B.”

SECTION 4 **ZONING DESIGNATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein as CF.

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: Zoning Ordinance (2019 - 6 : Fire Station #2 Zoning)

Exhibit A Legal Description

Being a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, and being all of a tract of land as described in instrument to the City of Celina, as recored in Document No. 20071115001546420 of the Land Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found with cap stamped “Huitt-Zollars” at the southerly corner of said City of Celina tract, from which the southwest corner of said John Ragsdale Survey, Abstract No. 734, Bears S 90 degree 00 minutes 00 seconds West, a distance of 1520.68 feet ± and S 00 degrees 36 minutes 40 seconds East, a distance of 4025.98 feet ±;

THENCE North 59 degrees 00 minutes 21 seconds West along the southwesterly line of said City of Celina tract, distance of 400.00 feet to a 5/8 inch iron rod found with cap stamped “Huitt-Zollars” at the southerly corner of said City of Celina tract;

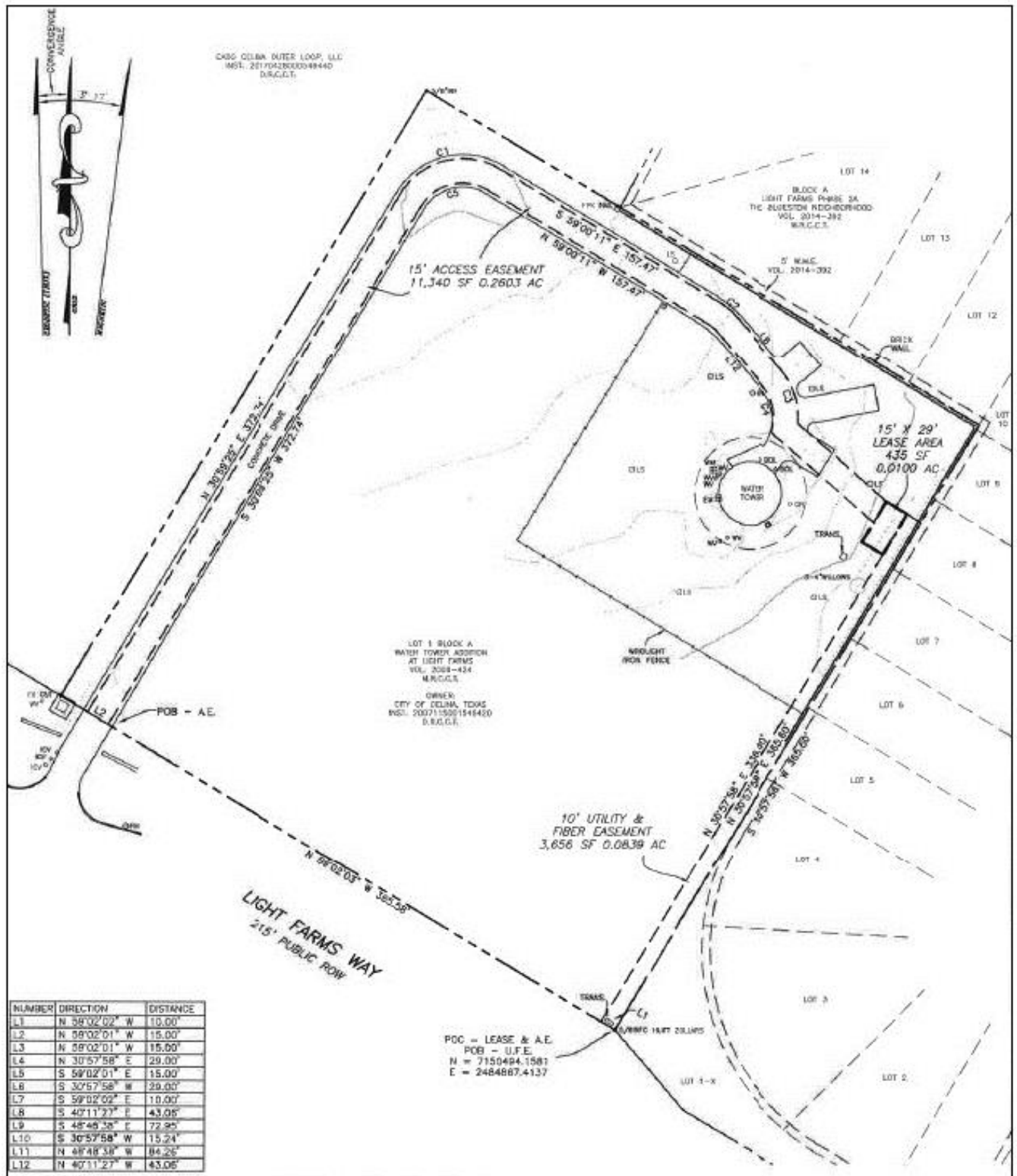
THENCE North 30 degrees 59 minutes 39 seconds East along the northwesterly line of said City of Celina tract, distance of 435.60 feet to a 5/8 inch iron rod found with cap stamped “Huitt-Zollars” at the northerly corner of said City of Celina tract;

THENCE South 59 degrees 00 minutes 21 seconds East along the northeasterly line of said City of Celina tract, distance of 400.00 feet to a 5/8 inch iron rod found with cap stamped “Huitt-Zollars” at the easterly corner of said City of Celina tract;

THENCE South 30 degrees 59 minutes 39 seconds West along the southeasterly line of said City of Celina tract, distance of 435.60 feet to the POINT OF BEGINNING and containing 4.000 acres of land, more or less.;

Attachment: Zoning Ordinance (2019 - 6 : Fire Station #2 Zoning)

Exhibit B Zoning Exhibit



Attachment: Zoning Ordinance (2019 - 6 : Fire Station #2 Zoning)

Fire Station #2

Zoning

Planning & Zoning Commission

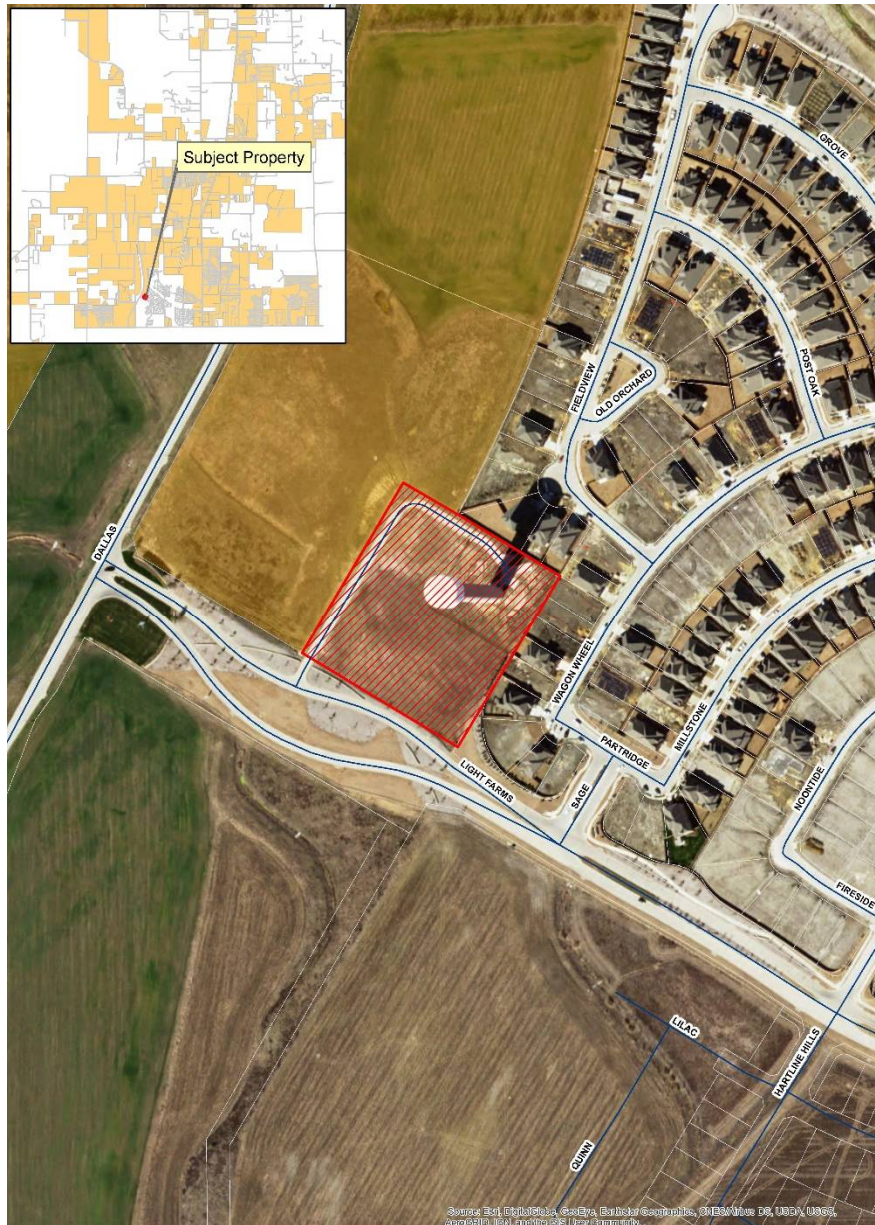
February 19, 2019



Background

- The approximately 4 acre tract of land is owned by City of Celina
- This property is not part of Light Farms District
- This property is proposed for annexation at the March City Council meeting
- Fire Station #2 broke ground last year
- Expected opening by the end of the calendar year





Location Map

The tract is located on the north side of Light Farms Way, approximately 350 feet east of the Dallas North Tollway

Recommendation

- Notices were published in compliance with State and local law
- The recommendation of the Planning & Zoning Commission will be considered by the City Council at its regular meeting in March
- 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: March 19, 2019
Re: Trail Master Plan Adoption

Action Requested:

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)

Background Information:

Trails Master Plan was started in July 2018 to be a guide for the future development of trails, bikeways and trail amenities in Celina.

Board Review/Citizen Input:

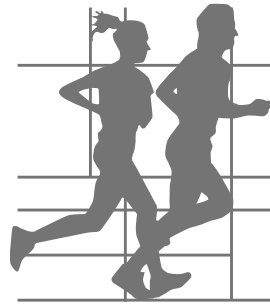
A notice of the public hearing was published in *The Celina Record* on March 1, 2019.

Supporting Documents:

- Trails Master Plan
- Ordinance

Staff Recommendation:

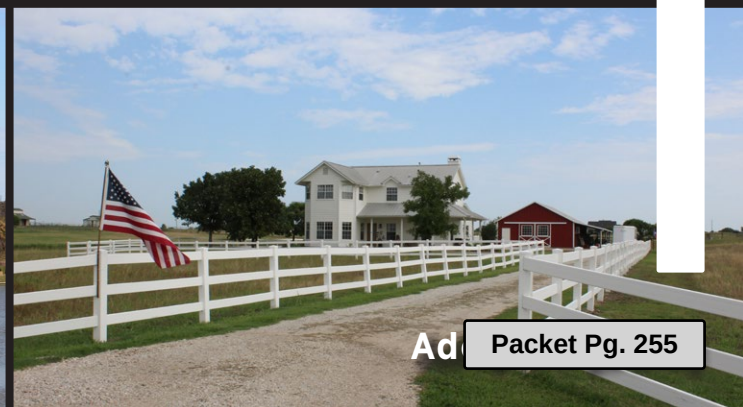
Staff recommends approval as presented.



CELINA

trails master plan

choose trails





2019 TRAILS MASTER PLAN

CELINA, TX

Attachment: Trail Master Plan (2019 - 7 : Trail Master Plan Adoption)

ACKNOWLEDGEMENTS

The following individuals contributed greatly to the preparation of the 2019 Celina Trails Master Plan. This plan would not have been possible without the leadership and guidance of Celina's citizens, elected officials and City staff.

CITY COUNCIL

Sean Terry - Mayor
 Bill Webber - Place 1
 Wayne Nabors - Place 2
 Andy Hopkins - Place 3
 Carmen Roberts - Place 4
 Mindy Koehne - Place 5
 Chad Anderson - Mayor Pro Tem/Place 6

CITY STAFF

Jason Laumer, PE - City Manager
 Kimberly Brawner, PE - Director of Engineering
 Cody Webb - Park Director
 Raha Pouladi - Planner
 Ogi Colakovic - GIS Manager
 Jessica Matehuala - Communications

ECONOMIC DEVELOPMENT CORPORATION

Alexis Jackson, AICP - Director of Economic Development

PARKS BOARD

Justin Steiner
 Mark Palmer
 Dudley Raymond
 Chad Cunningham
 Tawnia King

CONSULTANT - NORRIS DESIGN

Rick Lesiner, AICP, ASLA - Principal-in-Charge
 Jonathan West, PLA - Project Manager
 Maggie McMahon - Planner
 Katie Sewell - Planner
 Jordan Dame - 3D Visualization
 Katrina Kowalski - Graphic Design

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CHAPTER 1 INTRODUCTION

PURPOSE



Pictured Above: Typical rural and neighborhood views around Celina (Source: Norris Design)

This document is intended to be a guide for the future development of trails, bikeways and trail amenities in Celina – one that its citizens, city staff and city administrators can look to for an understanding of the overall “vision” for Celina trails. Coordinating the “vision” with functionality is critical for the use and successful implementation of this plan. The lines we draw on the map are a great first step towards increasing connectivity and building a network, however we seek to provide added value through a diversity of destinations, amenities and transportation options that will make Celina’s trail system stand out as a premier network in the future.

“Choose Trails” is the overall guiding theme for the 2019 Celina Trails Master Plan. This phrase represents the desire to link pedestrians and cyclists to all areas of the city and do so with a comprehensive system of trails, bikeways and trail amenities that are unique to Celina.

PLANNING FOR TRAILS TODAY

In the past, many cities did not view trails as a high priority, which resulted in pedestrian facilities that were inadequately sized or perhaps were never provided at all. Now, with more importance placed on bikeability and walkability than ever before, costly retrofits are often required to provide these facilities. If only adequate space had been provided to begin with during the planning stages of design, the effort to reconstruct would be greatly reduced and quality of life would be improved.

Celina has carefully considered the needs of pedestrians in planning its major thoroughfare system by requiring bike lanes, 8' to 10' wide sidewalks and deep sidewalk and landscape setbacks. This will contribute greatly to overall walkability in the city.

A truly comprehensive trail and bikeway system, however, should consist of routes that serve all user groups; creek corridors, utility easements and minor collectors must serve as key components of the network. Thoughtful planning of the system should also tie together major destinations in the city, schools, neighborhoods and provide amenities that enrich the trail user experience

through pause points, trailheads, and consistent signage. This plan will address and define these components for the City of Celina.

PLANNING PROCESS

The planning team utilized many different avenues for collecting data and information that aids the in developing the final recommendations. It is highly important that these recommendations be reflective of the needs and desires of the community.

Below is a graphic representation illustrating the step-by-step process that was followed throughout the development of the plan.

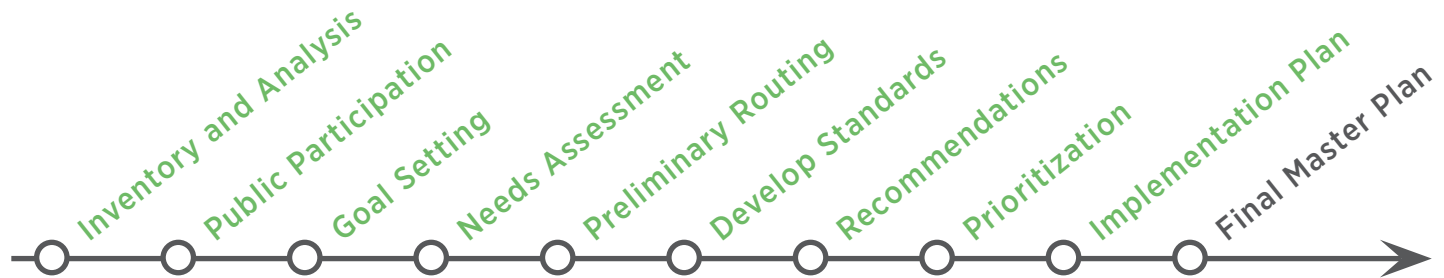


Figure 1.1: Illustration of the planning process



Pictured Above: Abundant view corridors throughout the city (Source: Norris Design)

MASTER PLAN GOALS

The goals of this master plan have been developed out of community and staff input in addition to assessing the overall character and projected growth of the city. Since Celina is largely undeveloped, the planning team recognizes a unique opportunity to implement trails in the city. Therefore, these goals place a high importance on making Celina a premier pedestrian and cyclist-friendly city of North Texas.

GOAL 1

INCORPORATE TRAILS WITH NEW GROWTH

As new growth and development takes place, provide access to trails and trail amenities. This extends to residential, commercial and infrastructure (roadway) development.

- Utilize creek corridors for trails where indicated in the trails master plan; impact as little floodplain as possible to maximize open space.
- Adhere to the guidance in Celina's Future Thoroughfare Plan roadway cross-sections and provide alternative modes of transportation through on-street bicycle facilities.
- Developments make significant accommodations for access to the trail network; design sites holistically with connections to trails a priority.
- Bridges and other roadway infrastructure can be treated to become "gateways" for trails following creeks.

GOAL 2

ENHANCE QUALITY OF LIFE

Trail features and amenities must be designed to a high standard that creates a sense of place and purpose. These features should be representative of the history, culture and character of Celina.

- The trail system should be attractive and capture important views and vistas within the city for citizens to enjoy.
- Provide a comprehensive trail and bikeway network that all citizens can use for recreation, exercise and/or transportation.
- Shade, points of refuge and landscaping should be located along trail corridors and at key destination points to provide a variety of experiences for all types of users.
- Connect the trails and bikeways to adjacent communities and destinations.
- Design trails to access natural features and spaces while preserving sensitive environmental areas.



Pictured Above: Neighborhood walkways with native landscaping. (Source: Norris Design)

GOAL 3

EASILY MAINTAINABLE TRAILS

Design trails to minimize the amount of routine maintenance required for upkeep.

- Ensure positive drainage and no pooling of runoff along trail edges.
- Provide clear points of access for maintenance vehicles and design trails to allow occasional maintenance vehicle traffic.
- Avoid placing trails in the most frequently inundated areas immediately adjacent to creeks.
- Design trails with clear zones on each side to allow for ease of mowing and clean-up.

GOAL 4

IMPROVE SAFETY

Promote safety and security of cyclists and pedestrians through the use of clear maps, signage and wayfinding that is easily comprehensible for all users. Ensure that information is provided to citizens regarding proper etiquette for trail and bikeway use and that trails are secure.

- Ensure that points of conflict are clearly signed, demarcated and visible.
- Remove any barriers for cyclists and pedestrians.
- Utilize signage to inform trail users of common etiquette so that behavior becomes more predictable as trail use increases.
- Reduce the number of roadway crossings where possible.
- Provide consistency in trail facility design through the standardization of trail widths, types, materials and design geometries.
- Provide emergency access for off-street trails and design walkways for occasional emergency vehicle use.



Pictured Above: Trails leading to a destination point overlooking a pond in Constellation Park. (Source: Norris Design)

GOAL 5

CREATE A BRAND FOR THE TRAIL NETWORK

Celina's trail network should become its own brand within the city. Trails and associated amenities should be high-quality and feature unique architectural and design elements that promote an overall theme for the city. The potential brand may express a relationship to Celina's heritage in agriculture.

- Utilize the trails network as a means for attracting new residents to Celina.
- Signage should be designed comprehensively, with a “family” of complementary features (mile markers, gateways, etc.) as the primary goal.
- Trailheads and access points should be viewed as “ceremonial” entry points to the trail system.
- Capture the opportunity to enliven roadway thoroughfares through trail design.

GOAL 6

INCREASE ACCESSIBILITY

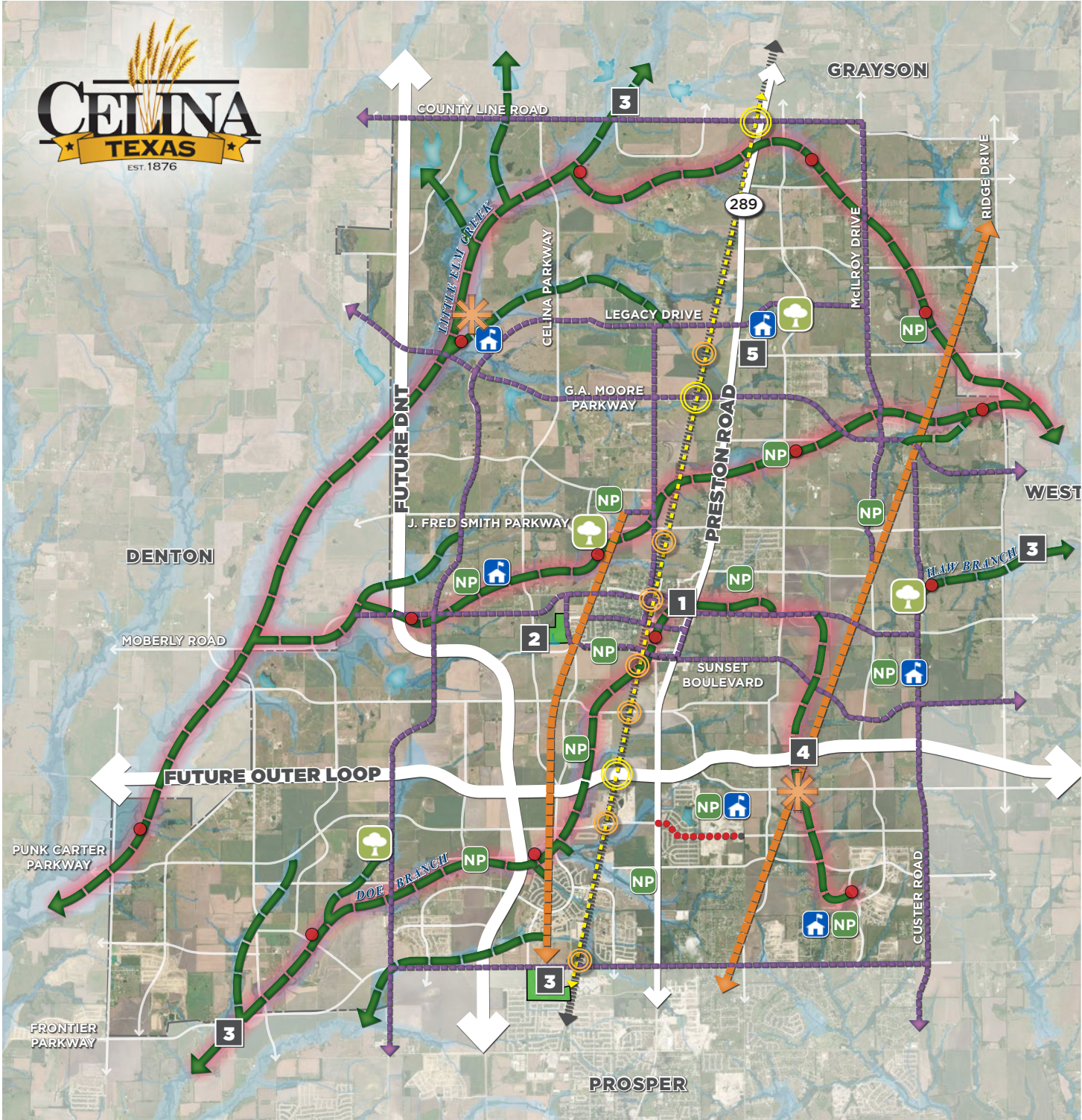
Eliminate barriers to trail access and use for all citizens in Celina. Clearly demarcate pathways, walks, trails and bike-ways and ensure that crossings with all thoroughfares are highly visible and safe.

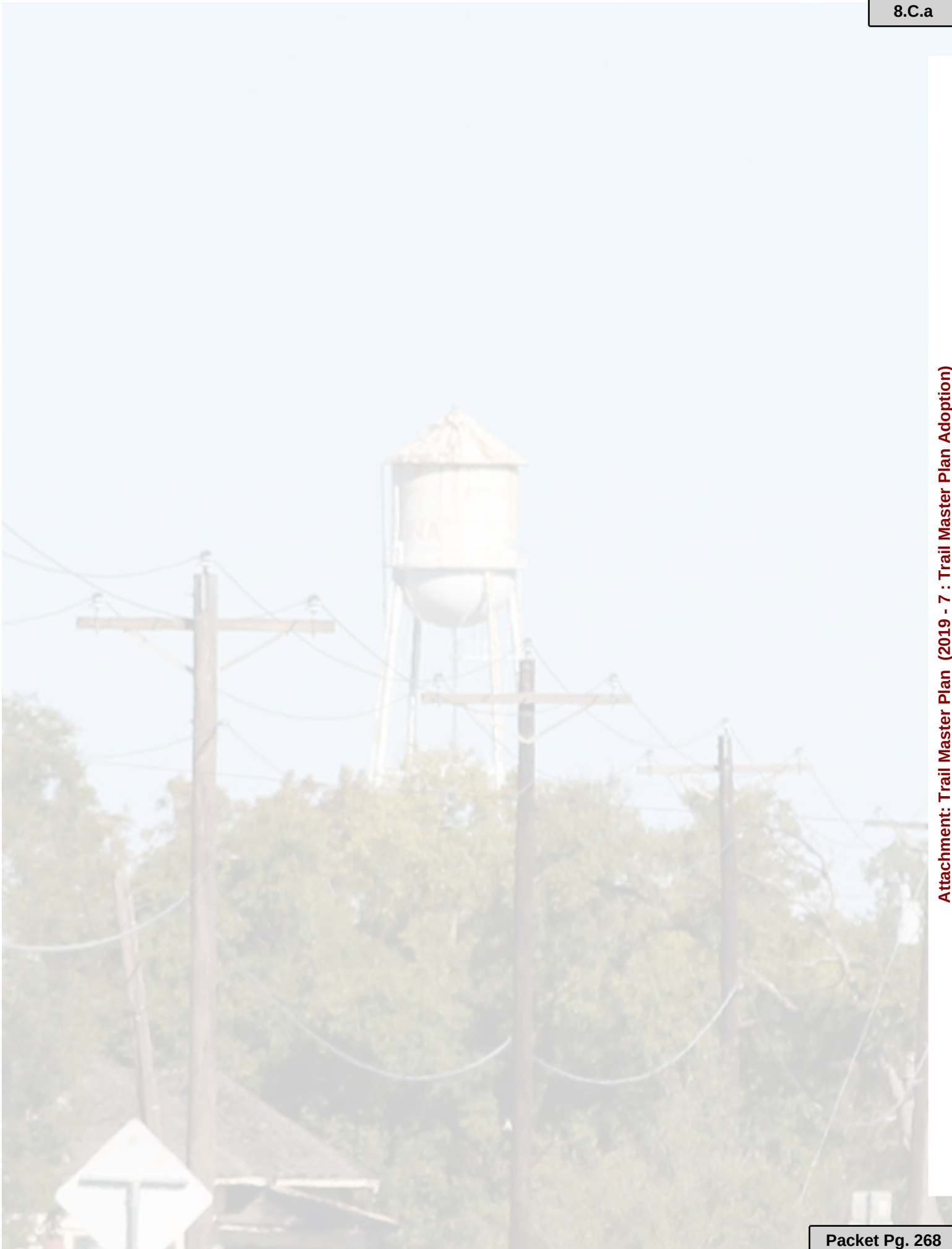
- Encourage access to natural creek corridors in the city.
- Provide access to schools, neighborhoods and other destinations.
- Place wayfinding and mile marker signage along trails where appropriate.
- Provide clear, safe walkway along all proposed major and minor thoroughfares in the city.

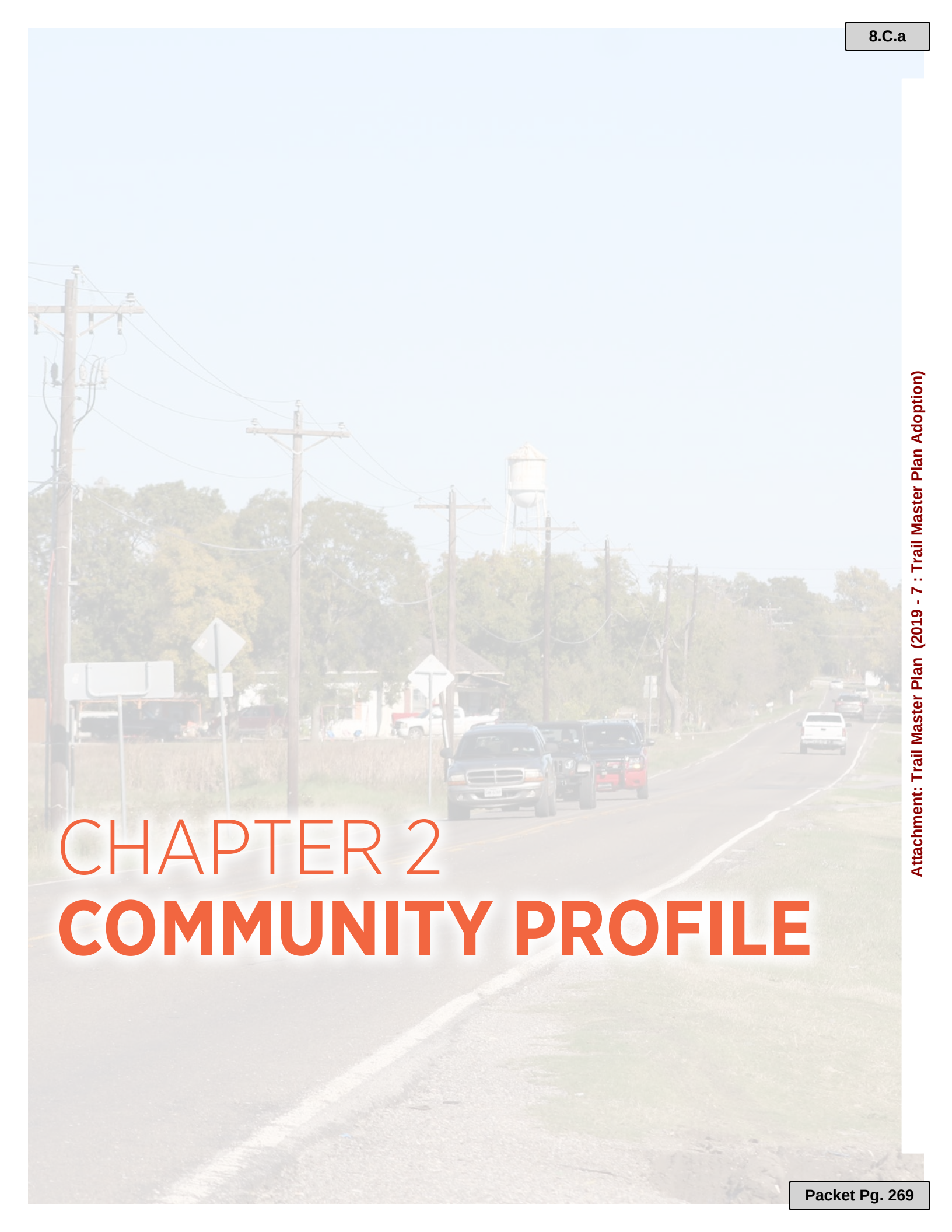


Pictured Above: Rural, hilly roadways with wonderful vistas. (Source: Norris Design)

OVERALL TRAILS MASTER PLAN







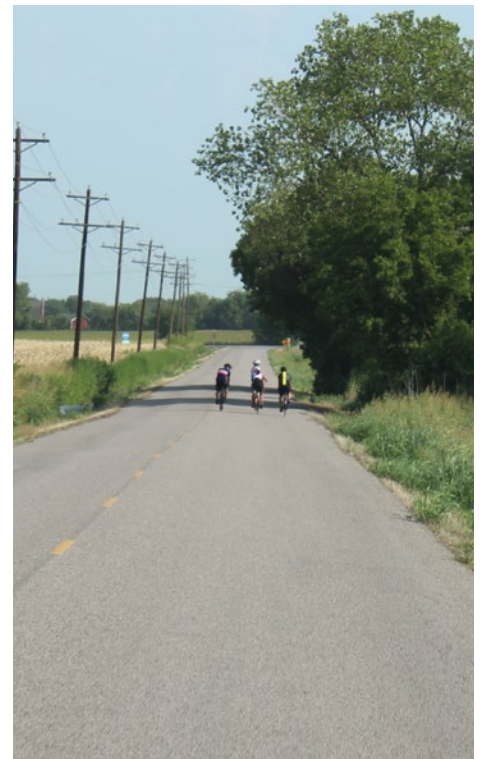
CHAPTER 2 COMMUNITY PROFILE

CELINA TODAY

Today the City of Celina is a small community on the northern outskirts of the DFW metroplex. At the core of the city its charming downtown square is made up of brick-paved streets, a central pavilion, rows of mom-and-pop stores and the smell of barbecue permeates the air. Looking down from above at the entirety of the downtown core, a simple grid street is the dominant urban form. Older homes wrap the individual blocks, and just beyond downtown large expanses of farmland seem to hold the street grid in place.

Only after expanding one's view regionally does it become clear that Celina is "next in line" for major development. As the northern edge of Frisco is gradually infilled along US380 and new neighborhoods and shopping centers spring up in Prosper, Celina will eventually follow suit. Fortunately, however, much of the city's transportation infrastructure is yet to be put in place, making now the ideal time to plan for bikeability and walkability.

Pictured Below: Picturesque imagery from around the city. (Source: Norris Design)

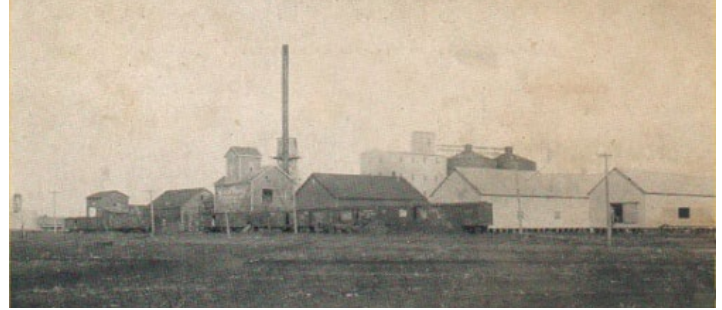


HISTORY OF CELINA

Like many cities and towns in North Texas and around the country, Celina's establishment is based primarily around railroad access. Unfortunately, residents of "Old Celina" learned the new St. Louis, San Francisco and Texas Railway was going to be extended though this part of the country and that they were a few miles southwest of where the line was going to be located. In true Texas fashion, citizens mobilized and made a plan to move the city to the railroad.

The city square began to take shape in 1911 and over the next quarter century Celina would have numerous gas stations, a dry goods store, flour mill, ice houses, cotton gins, a bank, movie theater and many other establishments. The school system began in the early 1900's with the construction of a two story brick building which currently houses CISD Administration offices.

After World War II the city grew slowly but steadily with new roads, schools and infrastructure being built to serve the population. Today, modern neighborhoods are inching their way north towards downtown and new roadways will ultimately replace rural two-lane drives seen throughout Celina.



Pictured Above: Celina Mill and Elevator Company (Source: Celina Bobcats)



Pictured Above: Local resident Leonard Wyatt attended the Celina Historic Black School just east of the Downtown square. The school was closed in 1965 when integration went into effect, and now this plaque marks its location next to a new garden area. The original walkway to the front school door remains today. (Source: Norris Design)

DEMOGRAPHIC PROFILE

Celina's population has been slowly and steadily increasing throughout the 20th century, but is now poised to make tremendous advances as the city continues to grow. As such, many changes can be expected in Celina over the next 10 to 20 years in regards to the makeup of the population.

The tables that follow are indicative of the rapid growth in Celina. The population is estimated to more than double from its current level to over 37,000 in the next five years, and median household income and home values are high. Nearly half of the population has college degrees and three-quarters have at least attended some college.

Community Snapshot

Celina Population (2018)

16,451

Area	2018	2019	2020	2021	2022
City of Celina	16,451	20,543	25,868	31,440	37,099
Service Area	20,410	25,076	31,306	38,025	45,285

Table 2.1: Five-year population projections (Source: City Data)

Median Age

37.5

2018 Population by Sex (Projected)

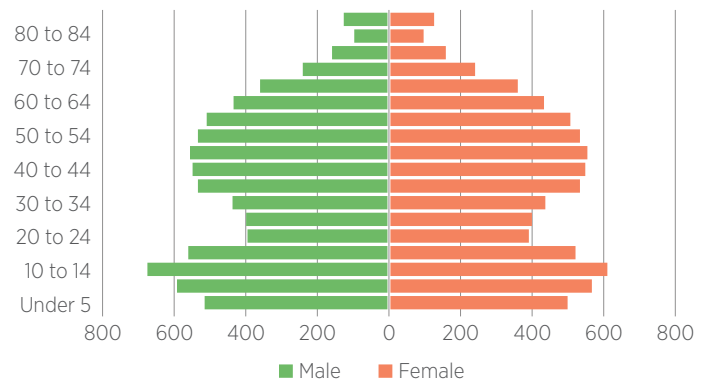


Table 2.2: 2018 Population by Sex (Source: ESRI Data)

2018 Population Comparison by Age (Projected)

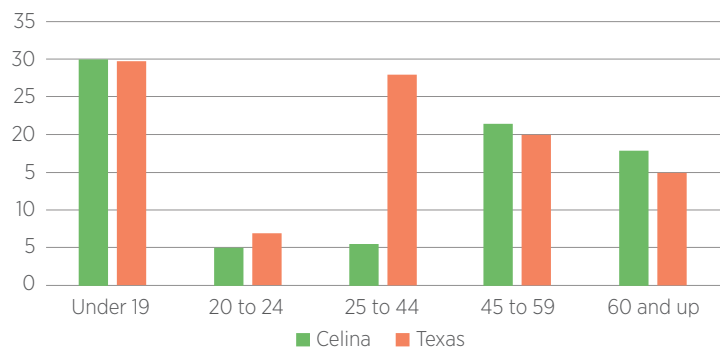


Table 2.3: 2018 Population Comparison by Age (Source: ESRI Data)



Pictured Above: Downtown Celina square (Source: Norris Design)

EDUCATION AND INCOME

Total Households

5,807

Median Household Income

\$98,277

Average Household Size

3.2

Median Home Value

\$465,000

2018 Building Permits

1,200

Educational Attainment

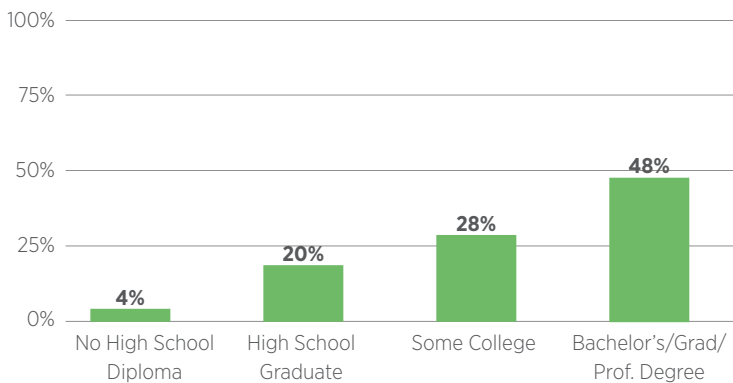


Table 2.4: 2018 Population Comparison by Age (Source: City Data)

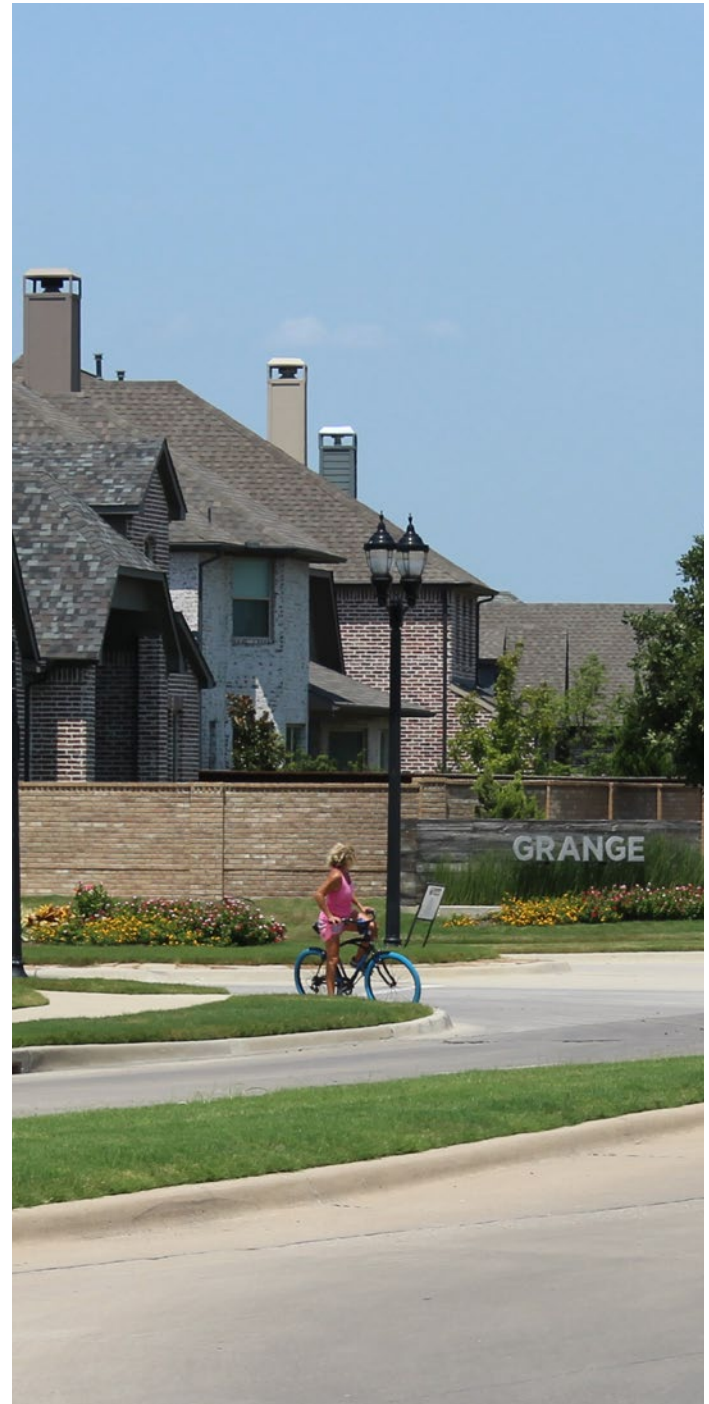
Households by Income

The largest group: \$100,000 - \$149,999 (23.8%)

The smallest group: \$15,000 - \$24,999 (3.7%)

Indicator	Value	Difference
<\$15,000	4.1%	-0.7%
\$15,000 - \$24,999	3.7%	-1.0%
\$25,000 - \$34,999	5.8%	0
\$35,000 - \$49,999	8.7%	-0.7%
\$50,000 - \$74,999	16.1%	+0.3%
\$75,000 - \$99,999	12.4%	-0.8%
\$100,000 - \$149,999	23.8%	+2.3%
\$150,000 - \$199,999	13.6%	+2.2%
\$200,000+	12.0%	-1.3%

Table 2.5: Households by Income (Source: City Data)



Pictured Above: Cyclist waits to cross the street in Light Farms neighborhood (Source: Norris Design)

REGIONAL CONNECTIONS

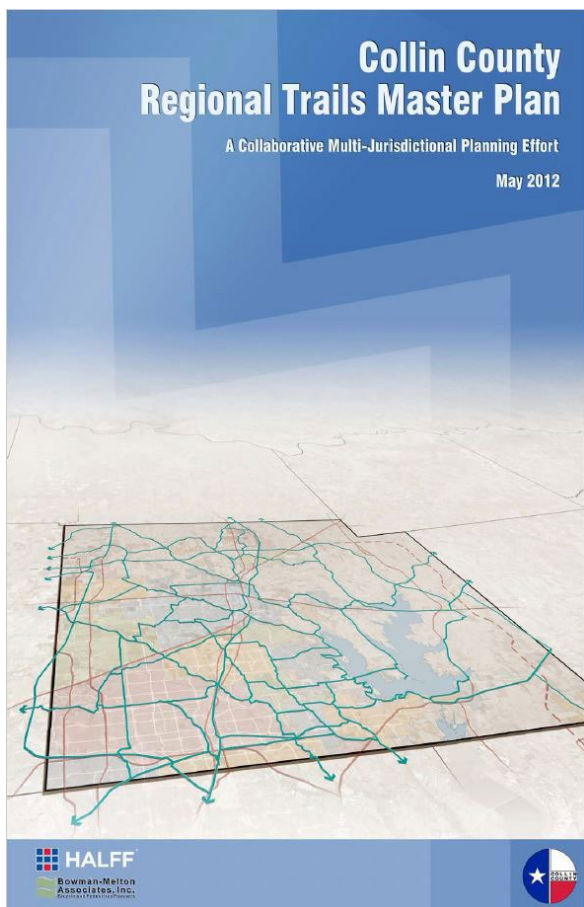
This trails master plan must consider the regional context of trails and the planning efforts that have been completed in the past. Plans that fall into this category establish an overall guide for connectivity in the area and should be carefully studied and addressed in Celina's trails plan.

COLLIN COUNTY REGIONAL TRAILS MASTER PLAN (2012)

The Collin County Regional Trails Master Plan (RTMP) was completed in 2012 and was a multi-jurisdictional planning effort between a total of 31 municipalities and five agencies. This plan maps intercity connection points, defines high-priority trail corridors and identifies gaps and barriers to trail connections on a regional scale. Municipalities can now use this plan to aid in more detailed future trail development.

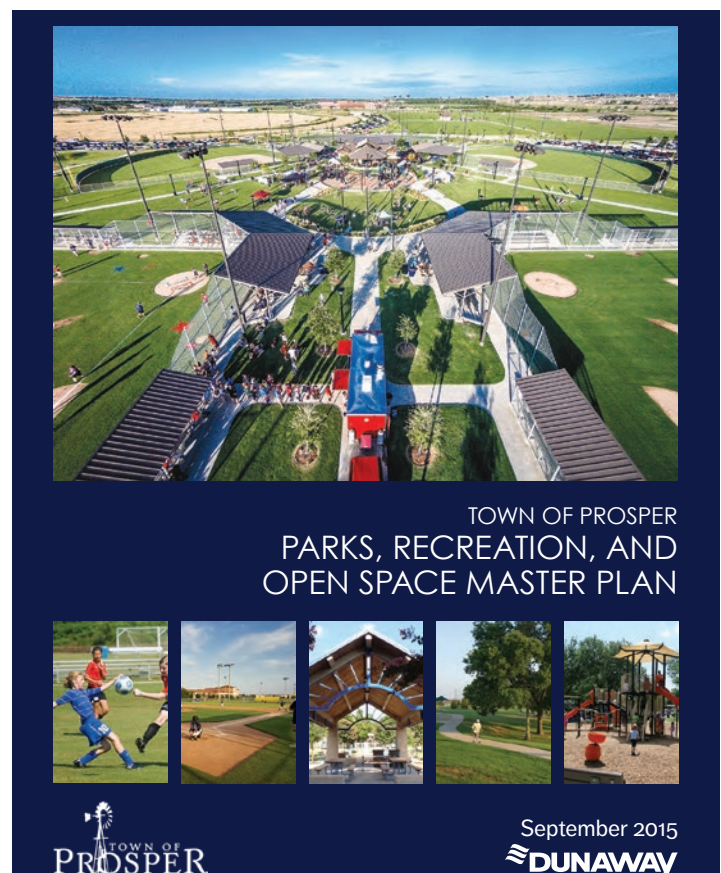
Regional trails in the RTMP are primarily located along creek corridors with a long-term proposed trail along the Railroad ROW. Of these alignments there are two important points of intercity connections identified – along the Railroad and at Wilson Creek.

Note: The recommendations in this plan have a more detailed focus on specific trail alignments, so some routes may vary from the RTMP.



PROSPER PARKS, RECREATION AND OPEN SPACE MASTER PLAN (2015)

The border between Celina and Prosper has numerous points of connection between the two cities as identified in the 2015 plan. The majority of these occur at future planned thoroughfares and some creeks in the western half of the cities. The Celina Trails Plan seeks to reinforce these trail connection points to ensure pedestrian access where possible. It is worth noting that the 2015 Prosper Hike and Bike Trails Plan mapping omits a regional spine corridor trail connection from the RTMP through Wilson Creek and ultimately north to Celina.



EXISTING TRAIL NETWORK

Celina's existing trail network consists entirely of private trails and sidewalks within neighborhood developments. Many of these pedestrian routes offer only internal circulation within the neighborhoods themselves and are often wide enough to support walkers and joggers, but do not provide the widths and turning radii required to meet minimum AASHTO standards. Linking these networks together is a major goal of the Trails Master Plan.

The city has begun to provide on-street bike lane facilities as shown on Punk Carter Parkway within Carter Ranch Neighborhood

Note: AASHTO standards provide minimum geometrical design guidelines for trails and bikeway facilities.



Picture 3: Quality infrastructure in place at Constellation Park in the Light Farms Development (Source: Norris Design)



Picture 1: New neighborhoods often have ample parkway widths with landscaping and sidewalks. (Source: Norris Design)



Picture 4: A jogger using neighborhood trails. (Source: Norris Design)



Picture 2: Cyclists use the many two-lane rural roads throughout Celina. (Source: Norris Design)



Picture 5: Excess pavement on Punk Carter Parkway has been re-stripped to implement the first bike lane in the city. (Source: Norris Design)

FUTURE THOROUGHFARES

Celina's future thoroughfares will re-shape the city in a dramatic way. Many of the roads today simple two-lane country roads, but will ultimately be widened to four and six-lane divided arterials that carry much larger volumes of traffic. The graphic below is the city's adopted thoroughfare plan from 2018.

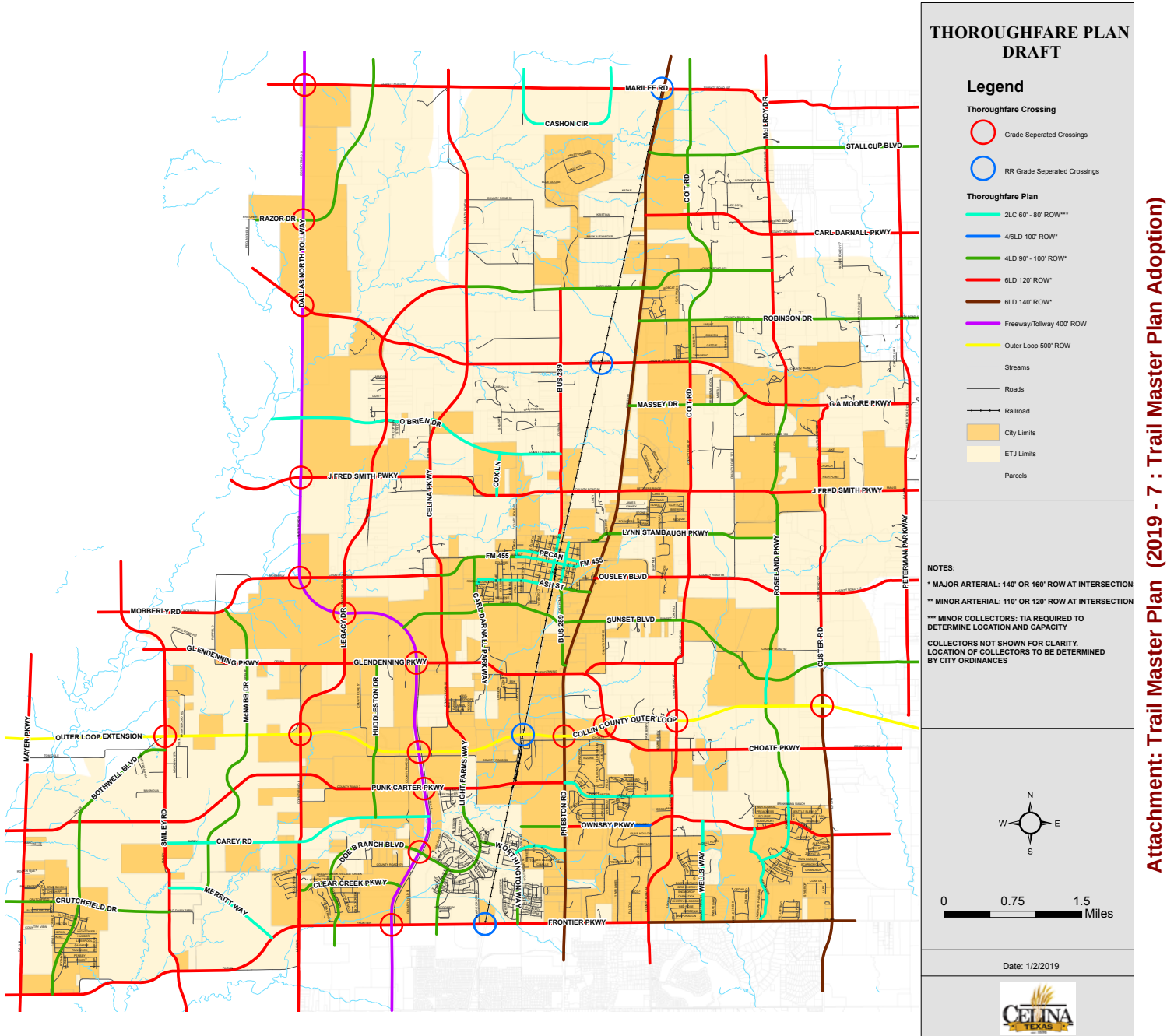


Figure 2.1, Future Thoroughfare Plan. Continuation of roads north from Prosper, establishing east-west routes and the addition of major expressways like the Outer Loop and Dallas North Tollway lay the foundation for connectivity in Celina. As described in the following chapters, these roadways will also contribute greatly to pedestrian access throughout the entire city. (Source: City of Celina).







CHAPTER 3 **THE NEED FOR TRAILS**

BACKGROUND

No city-wide plan can be complete without the on-the-ground input of the public and city staff. They are, after all, the end users and have a thorough understanding of their city. Cities also differ from place to place, and likewise, so do the needs and wants of residents.

It is important to reach out to the community and gain insight into how they would like to shape the city over time. When people take time out of their schedules to voice their opinions on matters such as trails it shows that a community is actively interested in its future.

The planning team was able to capture this feedback through a variety of methods including a steering committee, attending the first annual Oktoberfest event on the square and an online survey.

STEERING COMMITTEE

The Celina Parks Board acted as the steering committee for the master plan. Their role was to provide guidance to the planning team and assist in establishing the vision and goals for the plan.

A kickoff meeting was held with the committee on September 19, 2018 where the planning team presented an overview of the planning process and conducted a brief visioning exercise. Each Committee was two questions: first, "Why do you think trails are and/or will be important for Celina?" A selection of quotes are provided below.

The Committee was also asked "20 years from now, how would you like visitors to describe Celina?" Consistent themes emerges from the responses including **family-friendly, well-planned community** and a **"big city with a small-town feel."**

Pictured Below: The iconic water tower above rooftops on a summer morning. (Source: Norris Design)



"Trails are becoming a vital piece of what residents expect. They also help people connect, recreate and exercise."

"...being able to keep open spaces would keep us with the rural feel."

"Celina can encourage a healthy atmosphere."

"As Celina becomes more dense, it is important for its residents to be able to feel as if they are still in an open and natural environment."

"Being able to move from one part of the community to another without a motorized vehicle"

PUBLIC AND COMMUNITY INPUT

INITIAL MEETINGS

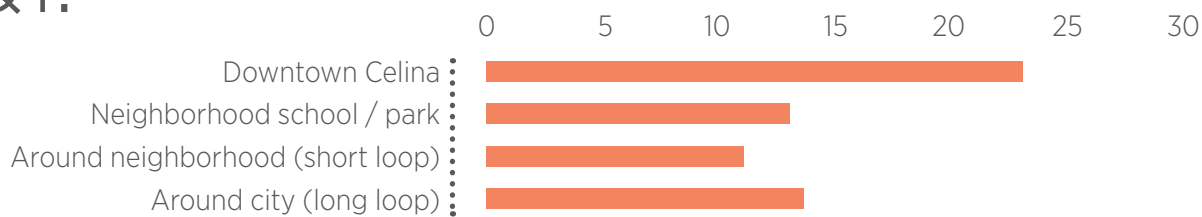
On June 22, 2018 the Trails Master Plan was officially kicked off with the planning team attending an early public meeting for the Downtown Master Plan. This was an ideal opportunity to go out into the community and solicit feedback for trails.

At the meeting, a brief survey was handed out to attendees which asked three basic questions that began to help define the wants and needs of Celina citizens. In total, 35 surveys were filled out and the results are shown below.

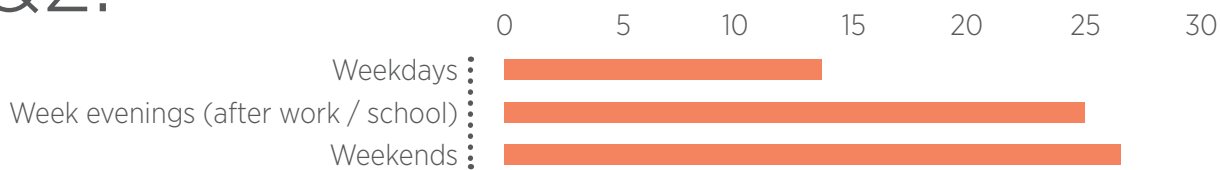


Pictured Above: Mayor Sean Terry speaks at the Downtown Master Plan public meeting. (Source: Norris Design)

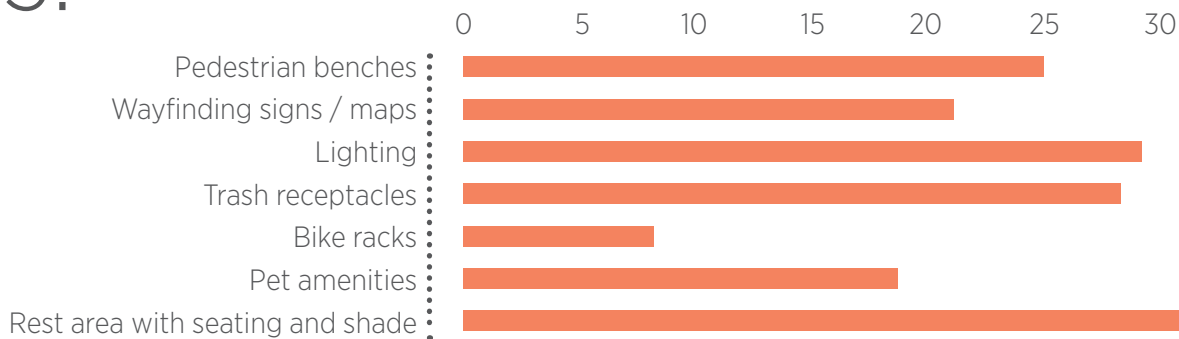
Q1: Where are you going or plan to go as you use the future pedestrian trail network in Celina?



Q2: When do you feel is the primary time for you to use these pedestrian trails?



Q3: What are the trail features that you feel would be most important to include in the construction of pedestrian trails in Celina? Please check all that apply to you.



OKTOBERFEST

The planning team attended Oktoberfest on Saturday October 13 to greet citizens, learn more about the community and encourage people to participate in the plan by taking the online survey. Aligning with the theme of trails and bikeways, a local hardware store donated a bicycle which was raffled off at the end of the event.

Despite the rainy weather over 100 people came by the trails plan booth and over 50 participated in the raffle.



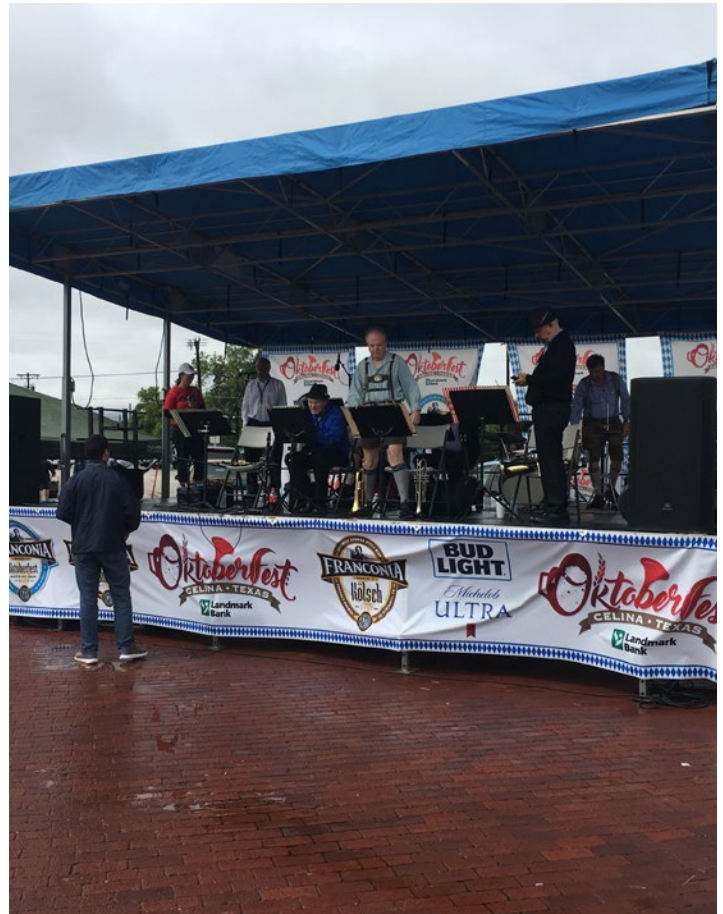
Pictured Above: Attendees at Oktoberfest. (Source: Norris Design)



Pictured Above: The planning team engaged the public by encouraging them to take the online survey and raffling off a bicycle. (Source: Norris Design)



Pictured Above: Tapping the keg to kick off a rainy Oktoberfest. (Source: Norris Design)



Pictured Above: The polka band sets up to play. (Source: Norris Design)

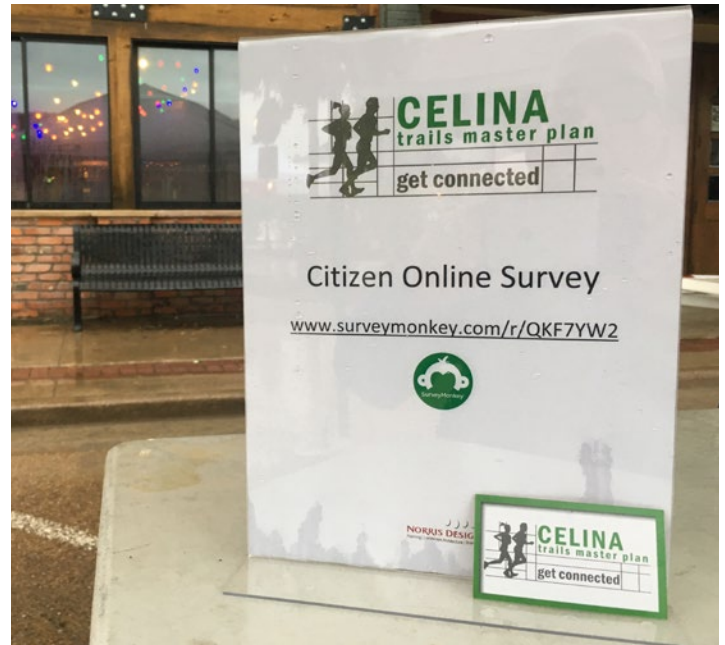
WEB-BASED SURVEY

A web-based survey hosted through SurveyMonkey was administered over a period of just over two months from late September through November of 2018. There were a total of 21 questions on the survey that typically took respondents less than 10 minutes to complete. In total, 277 people provided their input on the survey.

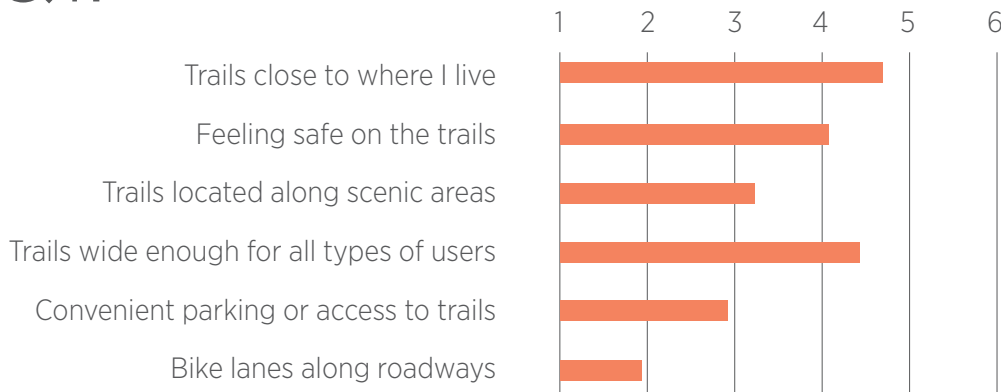
Questions ranged from basic data on where residents live and work to multi-part questions which rank users' priorities for trail types and locations.

SURVEY RESULTS

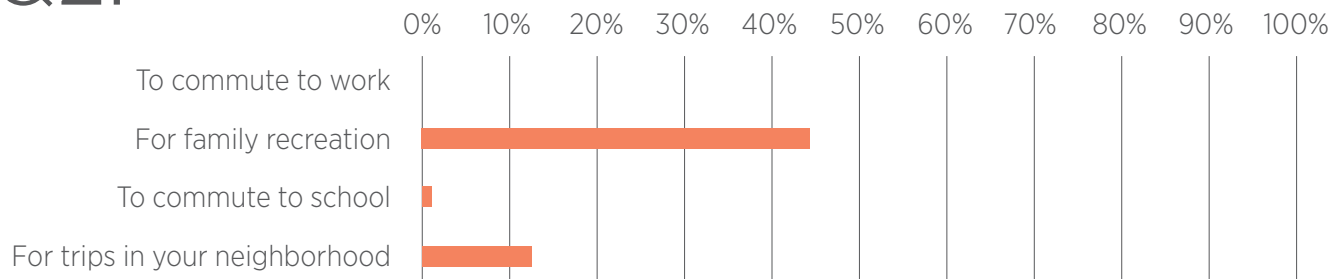
The following is a snapshot of information collected from survey respondents that captures some of the high points related to trails planning. These are presented in no specific order.



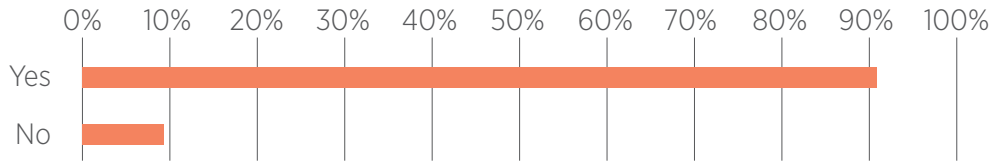
Q1: Please rank your choice for the following in order of priority (1 = Least Important; 6 = Most Important)



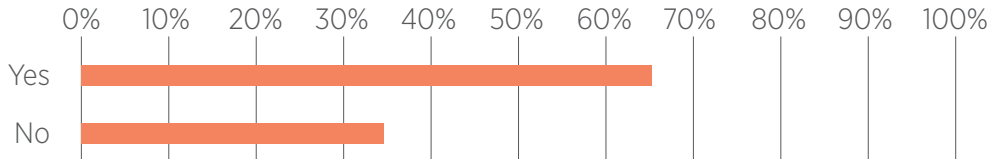
Q2: What is your main purpose for cycling?



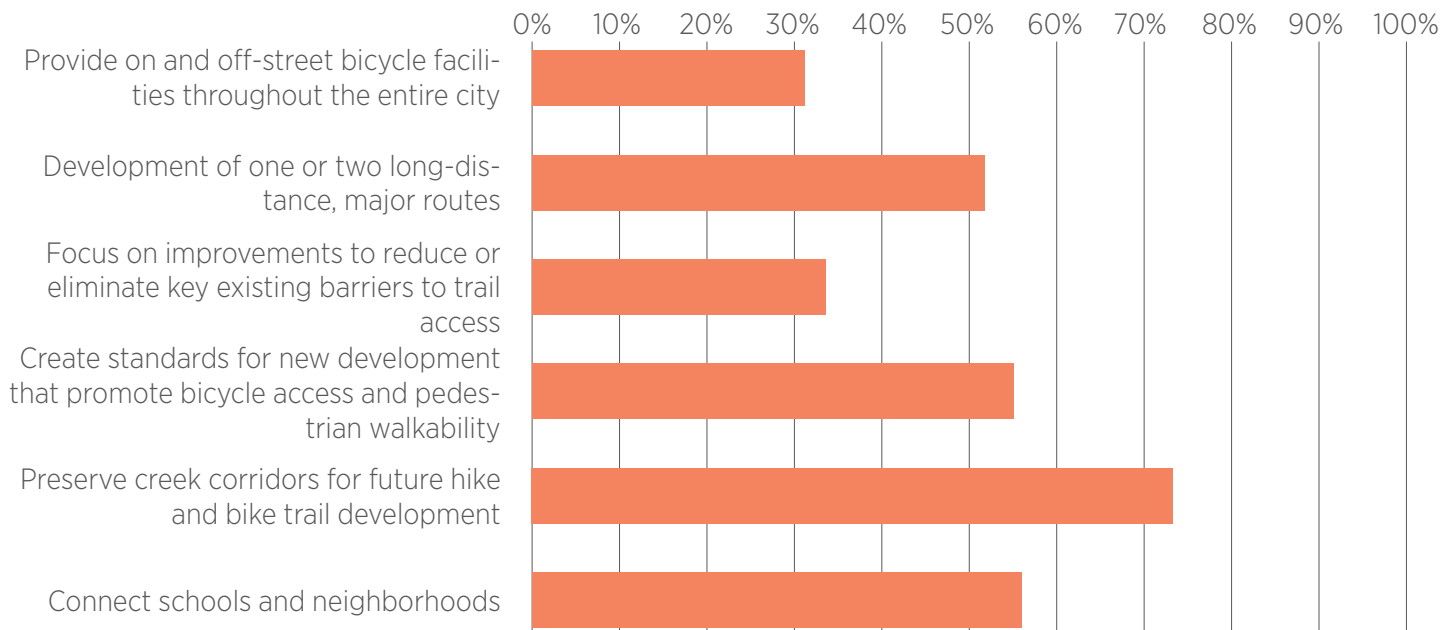
Q3: If Celina had safe off-street pedestrian/bicycle trails (e.g. sidewalks, creek trails) connecting neighborhoods, schools, recreation and civic uses, would you use them instead of driving sometime?



Q4: If Celina had safe on-street pedestrian/bicycle trails (e.g. dedicated bike lanes along roadways) connecting neighborhoods, schools, recreation and civic uses, would you use them instead of driving sometime?



Q5: What should Celina's trail and bicycle system priorities be over the next five to ten years? (Check all that apply)



BENCHMARK CITIES

One measure for determining a city's need for trails is to compare the level of service provided by its trails to that of comparable cities. In the case of Celina, it has only begun to experience significant growth in the past 10 to 15 years, so its trail system consists entirely of private developer trails within neighborhoods. Nevertheless, it is important to understand Celina's current trail level of service to establish a baseline which will increase over time as more trails are constructed.

Five benchmark cities were selected for comparison to Celina's existing trail system – all within the DFW Metroplex. These cities were selected based on several factors including size, proximity and available land for future growth. Both hard-surface and soft-surface trails are included in the following comparisons.

The methodology for determining trail level of service is to compare the number of miles of trail to each city's current population, resulting in a population-per-trail mile benchmark. A low population-per-trail mile number is preferable – indicating that the population is well-served by trails. A high population-per-trail mile number is less preferable. Of course, this is only one metric. A specific community's demand for trails, average trail widths and/or quality of the facilities also factor into how well-served the community might be.



Level of Service Comparison

City Name	City Area (Square Miles)	Population	Existing Trail Mileage	Trail Level of Service
Celina	78.0	15,041	+/-10.0 (Private)	1,504
The Colony	16.1	41,325	26.18	1,578
Melissa	21.0	10,500	0.81	10,500
Argyle	11.4	4,000	0.0	N/A (Planned only)
Little Elm	18.6	34,355	7.63	4,502
Prosper	27.0	22,650	14.88	1,522

Table 3.1: Level of Service Comparison (Source: Individual city data)

2022 Target Level of Service for Trails

1,800

(Population per trail mile)

Estimated population: 37,099

Trail mileage needed: 20 (+/-10 existing miles + 11.6 proposed miles)

City Area: 78 square miles (Total service area)



CHAPTER 4 **TRAIL NETWORK**

This chapter identifies and describes the particular trail alignments for various user groups in Celina and discusses opportunities and constraints found in the city. The selection of these trail routes is based on the need to provide access to a wide range of diverse users in conjunction with current best practice and city and staff input.

USER GROUPS

Celina's trail network is made up of three general categories:

- Off-street trails
- Sidewalks and sidepaths
- On-street bikeways

Each of these components serves individuals differently. Off-street trails within the limits of a creek floodplain may be highly desirable for families with small children who are mostly concerned with recreation in a safe environment, but they may not be as desirable for a cyclist whose goal is to commute to work. The cyclist is more likely to prioritize the speed and efficiency of a route along a roadway while accepting the risk posed by riding alongside vehicular traffic. These two user groups are very different, but it is important that to the greatest extent possible, the network of trails and bikeways addresses all users' needs for the greatest level of service to the community.

Based on the public input from the online survey and interaction with citizens of Celina, the following three user groups have been identified.

1. Transportation-Focused

Transportation-focused trail and bikeway users may either walk or ride a bike to their destination points, consisting of schools or places of employment, for example.



Pictured Above: Cycling as an alternate mode of transportation.
(Source: PIXNIO.com)

2. Recreation-Focused

These trail and bikeway users may consist of walkers and cyclists of various levels of experience whose main purpose is to use trails casually for recreational enjoyment.



Pictured Above: Families walking for recreation along sidewalks.

3. Exercise-Focused

Exercise-focused trail and bikeway users tend to be walkers, joggers, runners and cyclists who find it useful and practical to exercise outdoors.



Pictured Above: One of the many Celina residents who run along neighborhood sidewalks. (Source: Norris Design)

OPPORTUNITIES AND CONSTRAINTS

STREET NETWORK

Perhaps the single most important opportunity for bike and pedestrian mobility in Celina is through the planned roadway system. These roadway standards are uniquely accommodating for multiple modes of transportation. The graphics below illustrate these future roadway typologies.

8' Sidewalk

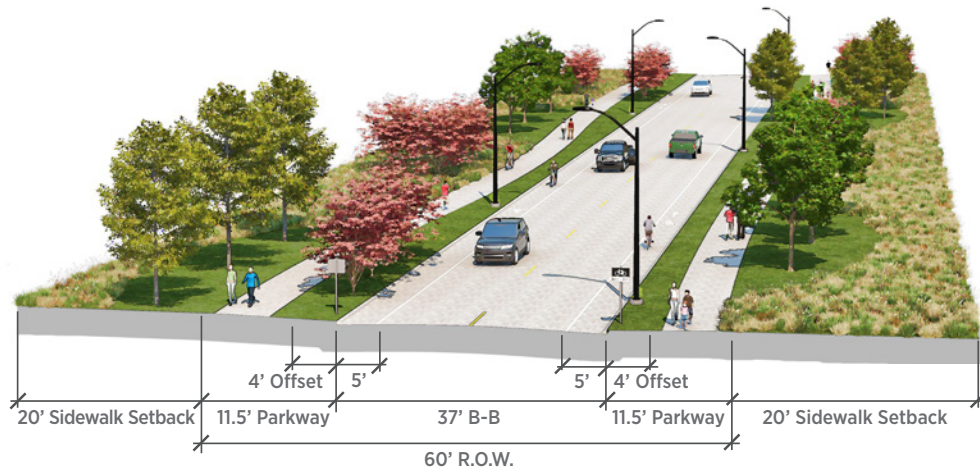


Figure 4.1, Collector Street with Bike Lanes; C2U. (Source: Norris Design)

10' Sidewalk

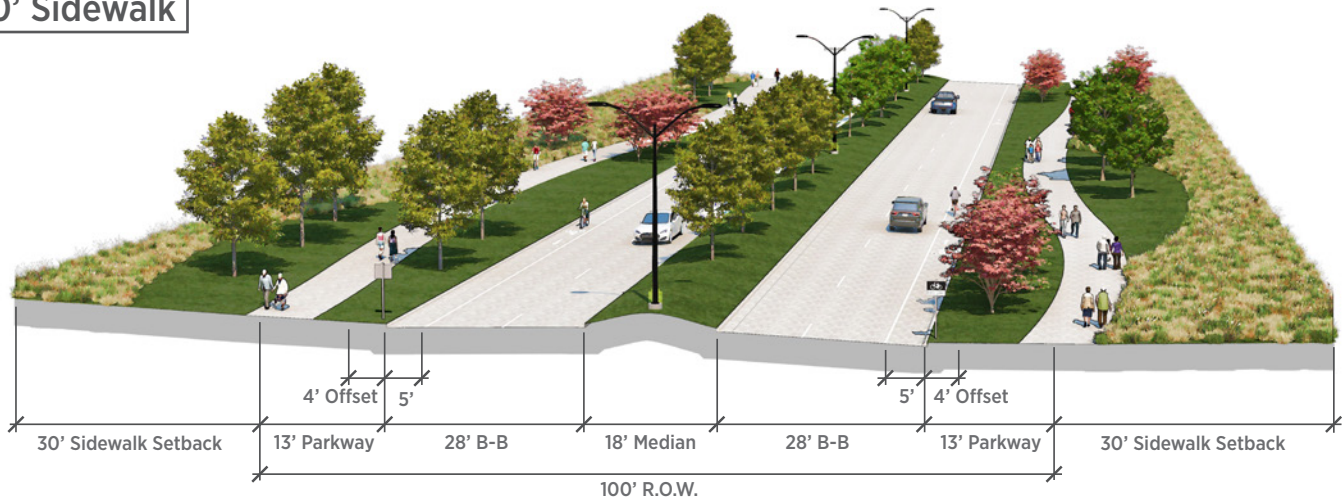


Figure 4.2, Minor Thoroughfare; M4D. (Source: Norris Design)

10' Sidewalk

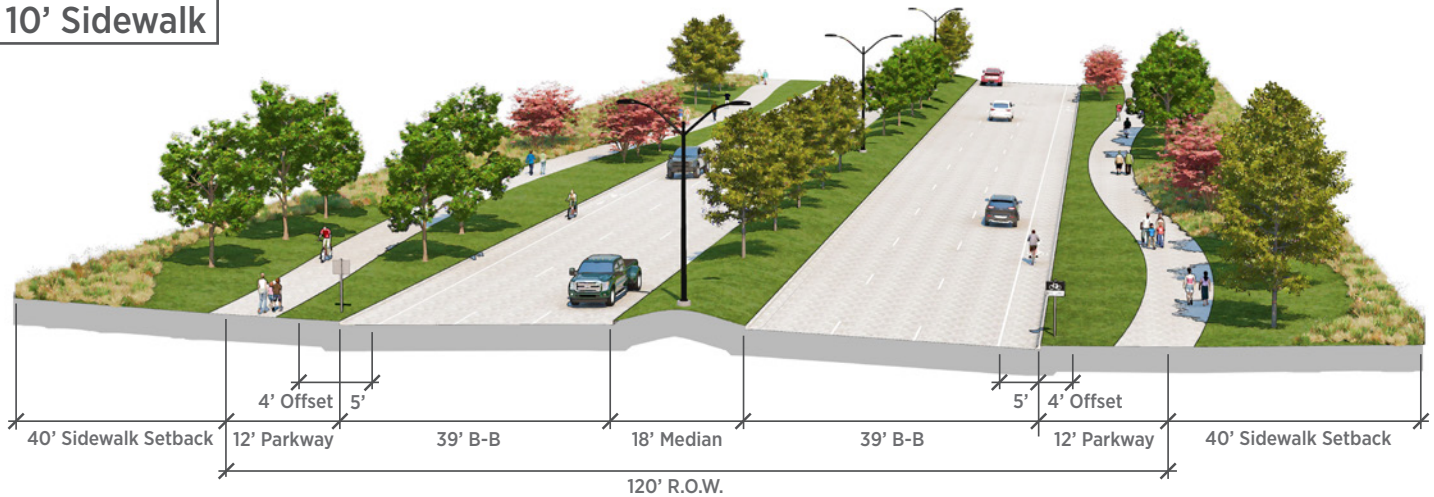


Figure 4.3, Major Thoroughfare; P6D. (Source: Norris Design)

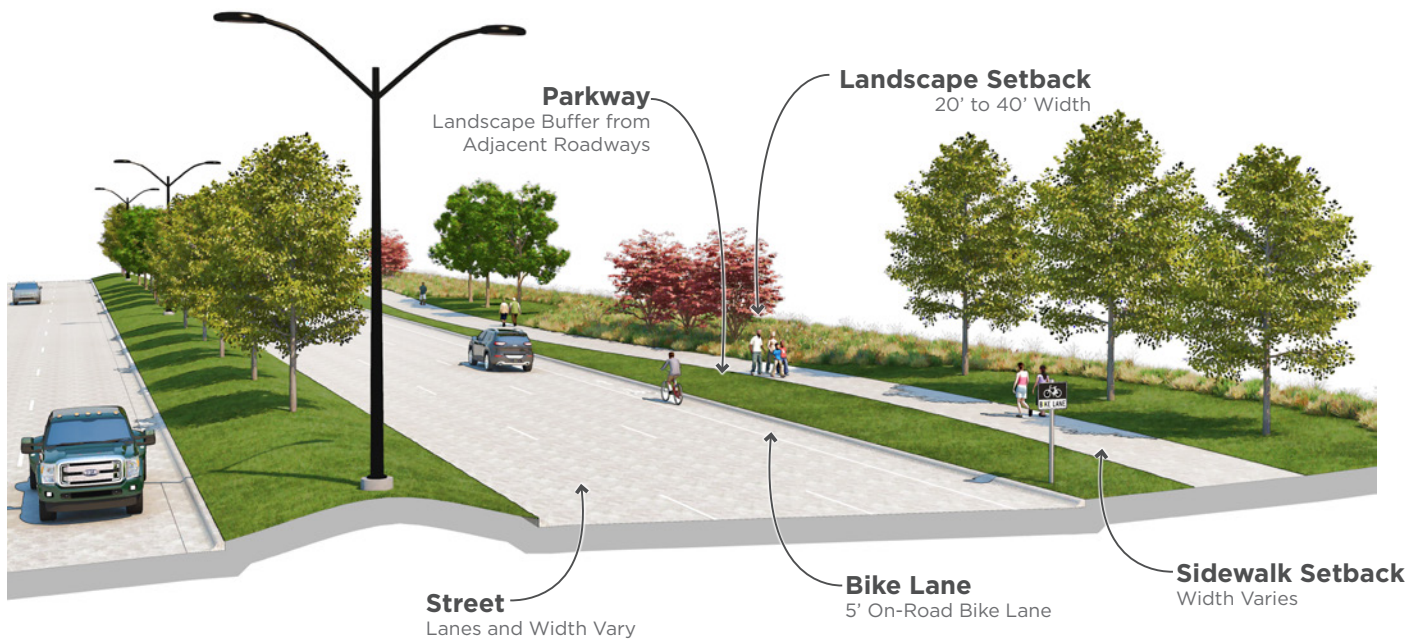


Figure 4.4, Typical Street Edge Condition. (Source: Norris Design)

CITY-WIDE CONNECTIVITY

A network of creeks, historic downtown, high-quality neighborhood development, select elevated railroad crossings and continuous utility easements also factor into the many opportunities for trails in Celina.

A major constraint to the development of trails include the north-south railroad running the entire length of the city and passing through the heart of downtown. Railroads have the effect of limiting the number of crossings for vehicles and pedestrians, so it is important to ensure that the crossings that do occur are of a high quality and designed to provide safe, comfortable access for all users. Celina will be the intersecting point of two major highways in the region – the Dallas North Tollway extension and the future Outer Loop. Once constructed,

these roadways will have a lifespan of many decades, so ensuring pedestrian connectivity at creeks, overpasses and underpasses is critical to trail and bikeway continuity in the city.

The following page and Figure 4.5 illustrates these opportunities and constraints.

OPPORTUNITIES



Connections along utility corridors



Downtown Celina destination point



Existing creek network



New, high-quality development

CONSTRAINTS



North-south railroad through the city



Congestion with current infrastructure



Large private landowners



Trails not to current AASHTO standards

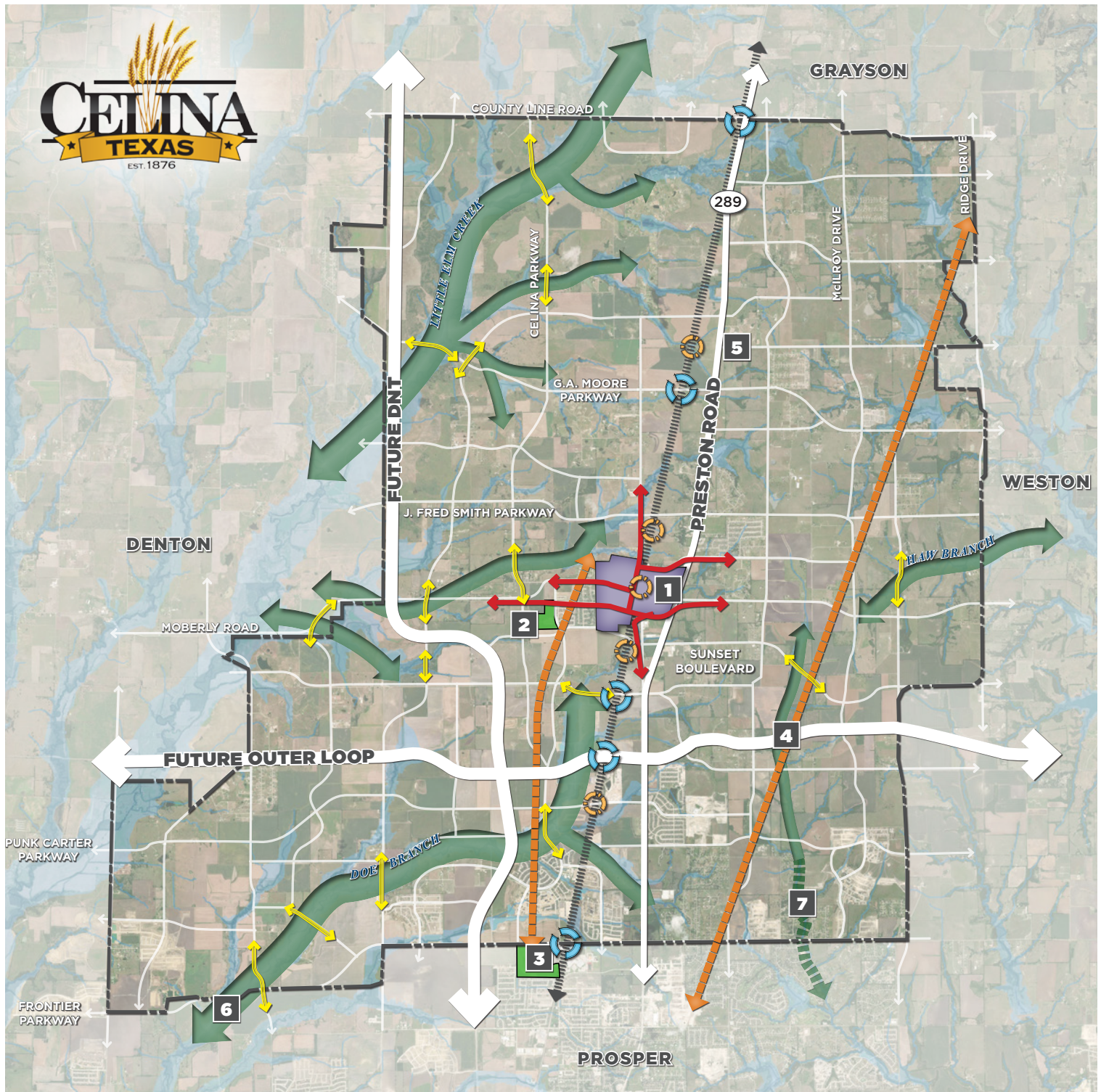


Figure 4.5, Opportunities and Constraints. This graphic illustrates the many opportunities and constraints related to trails in Celina. Numerous creek corridors, roadways, easements and grade separated crossings will provide ideal access for the trail network. Connecting across major expressways and at-grade railroad intersections are two issues that will require extensive coordination to provide seamless trail continuity. (Source: Norris Design)

FACILITY TYPES

There are five primary pedestrian facilities referenced in this master plan. The following pages describe these and provide basic design standards for them.



Pictured Above: A shared-use path winds through natural corridor with many opportunities for shade. (Source: Norris Design)

TYPE 1: SHARED-USE PATHS

The Federal Highway Association (FHWA) describes shared-use paths as “physically separated facilities...to encourage more walking and bicycling.” Most commonly, these are found along drainage areas such as creeks, within railroad rights-of-way and utility easements and are quite often used for recreational purposes. Sidepaths follow alongside streets within the street right-of-way and provide a safe corridor for walking.



Pictured Above: Tree-lined streets with ample landscape buffer and wide sidewalks create ideal walking conditions. (Source: Norris Design)

TYPE 2: SIDEPATHS

Sidepaths follow alongside streets within the street right-of-way and provide a safe corridor for walking. The City of Celina has developed guidelines for sidepath design including recommendations for minimum offset from the street edge, horizontal radii and widths. Generous space for sidewalks is planned in the thoroughfare standards.



Pictured Above: A cyclist riding in a bike lane on a low traffic volume street. (Source: BikeArlington.com)

TYPE 3: BICYCLE LANE

Bicycle lanes are four-foot to six-foot wide facilities adjacent to motor vehicle travel lanes that are designated by their white painted stripe, bicycle symbol and signage. Typically, riders with a higher level of confidence would be most likely to use bike lanes. They are most appropriate on moderate-volume roadways and create conditions where motorists can reliably predict the movements of cyclists for better safety.



Pictured Above: A group of cyclists using a buffered bike lane on a road where the outside lane has been repurposed. (Source: Norris Design)

TYPE 4: BUFFERED BICYCLE LANE

Buffered bicycle lanes provide additional separation from traffic through a two-foot to three-foot striped buffer. The added separation provides riders with a more comfortable experience and is attractive to those with a lower level of confidence who may wish to ride on the street.



Pictured Above: Shared-lane markings identify where cyclists may commonly ride on a low-speed, low traffic volume street. (Source: Norris Design)

TYPE 5: SHARED-USE LANE

Shared-use lanes are typically provided along low-traffic collector roadways or neighborhood streets with speed limits of 35 mph or less and consist of “shared-lane markings” (formerly referred to as “sharrows”) and signage. The pavement markings are intended to draw additional attention to cyclists for their safety, and these types of bike routes are most often used by those cyclists who have relatively high confidence.



Pictured Above: Simple signage demarcates a bike route for experienced and confident riders. (Source: Norris Design)

MISCELLANEOUS: SIGNED BIKEWAYS

Signed bikeways are the simplest of bike route facilities to construct and are the least expensive. The purpose of a signed bikeway is to direct bicycle and pedestrian traffic to less-utilized roadways with fewer hazards for users to contend with, so they are generally located on smaller collector and/or residential streets parallel to major arterial thoroughfares. Signage is typically placed at $\frac{1}{4}$ to $\frac{1}{2}$ mile intervals and at turns in the route. Pavement markings and additional pavement width is typically not required for this type of route.



Figure 4.6, Greenbelt Spine Trails. (Source: Norris Design)

FOCUS: GREENBELT SPINE TRAILS





Future Parks



Regional
Park



Community
Park



Neighborhood
Park



School
Park

Future Thoroughfares

Major and Minor



Creeks & Floodplain Areas

100 Year Floodplain Zones



Existing BNSF Railroad



Railroad Crossing

Grade Separated



Railroad Crossing

At Grade



Trailhead

Opportunity



Easement Spine Trail

North/South Trail Access

Opportunity

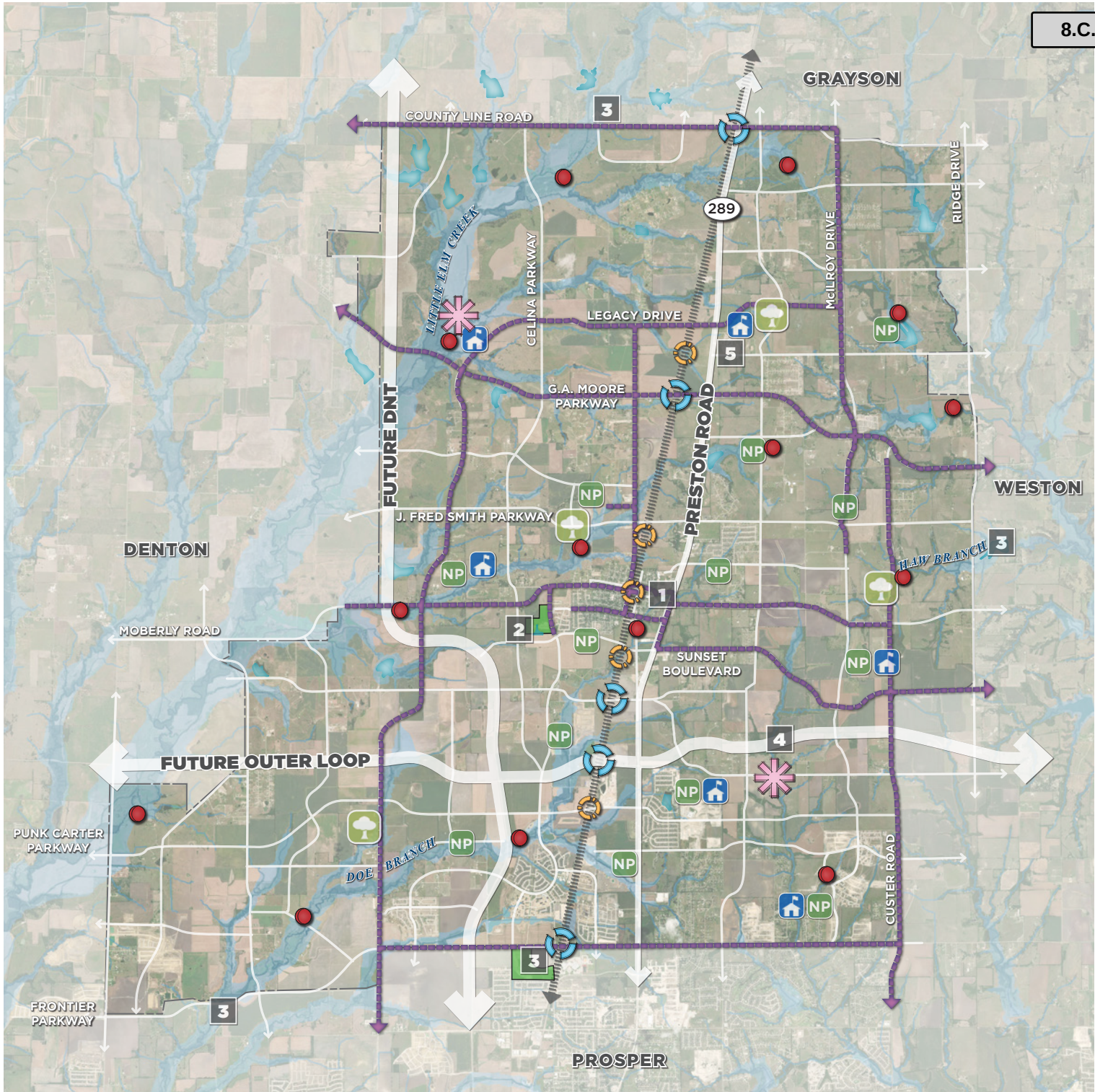
- 1** Downtown Celina
Connectivity Through Downtown
- 2** Old Celina Park
- 3** Regional Connections
Connect to Neighboring Cities
and Parks
- 4** Future Outer Loop
Ensure Continuous Trail
Connection
- 5** Celina High School

0 1/4 1/2 1 Mile
NORTH SCALE

Figure 4.7, Easement Spine Trails. (Source: Norris Design)

FOCUS: EASEMENT SPINE TRAILS





Future Parks



Regional Park



Community Park



Neighborhood Park



School Park

Future Thoroughfares

Major and Minor



Creeks & Floodplain Areas

100 Year Floodplain Zones



Existing BNSF Railroad



Railroad Crossing
Grade Separated



Railroad Crossing
At Grade



Trailhead
Opportunity



Thoroughfare Spine Trail
Trail Access Opportunity within
Future Thoroughfares

1

Downtown Celina

Connectivity Through Downtown

2

Old Celina Park

3

Regional Connections

Connect to Neighboring Cities
and Parks

4

Future Outer Loop

Ensure Continuous Trail
Connection

5

Celina High School

0 1/4 1/2 1 Mile
NORTH SCALE

Figure 4.8, Thoroughfare Spine Trails. (Source: Norris Design)

FOCUS: THOROUGHFARE SPINE TRAILS



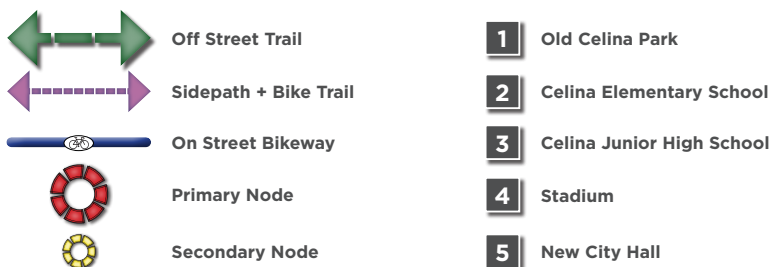
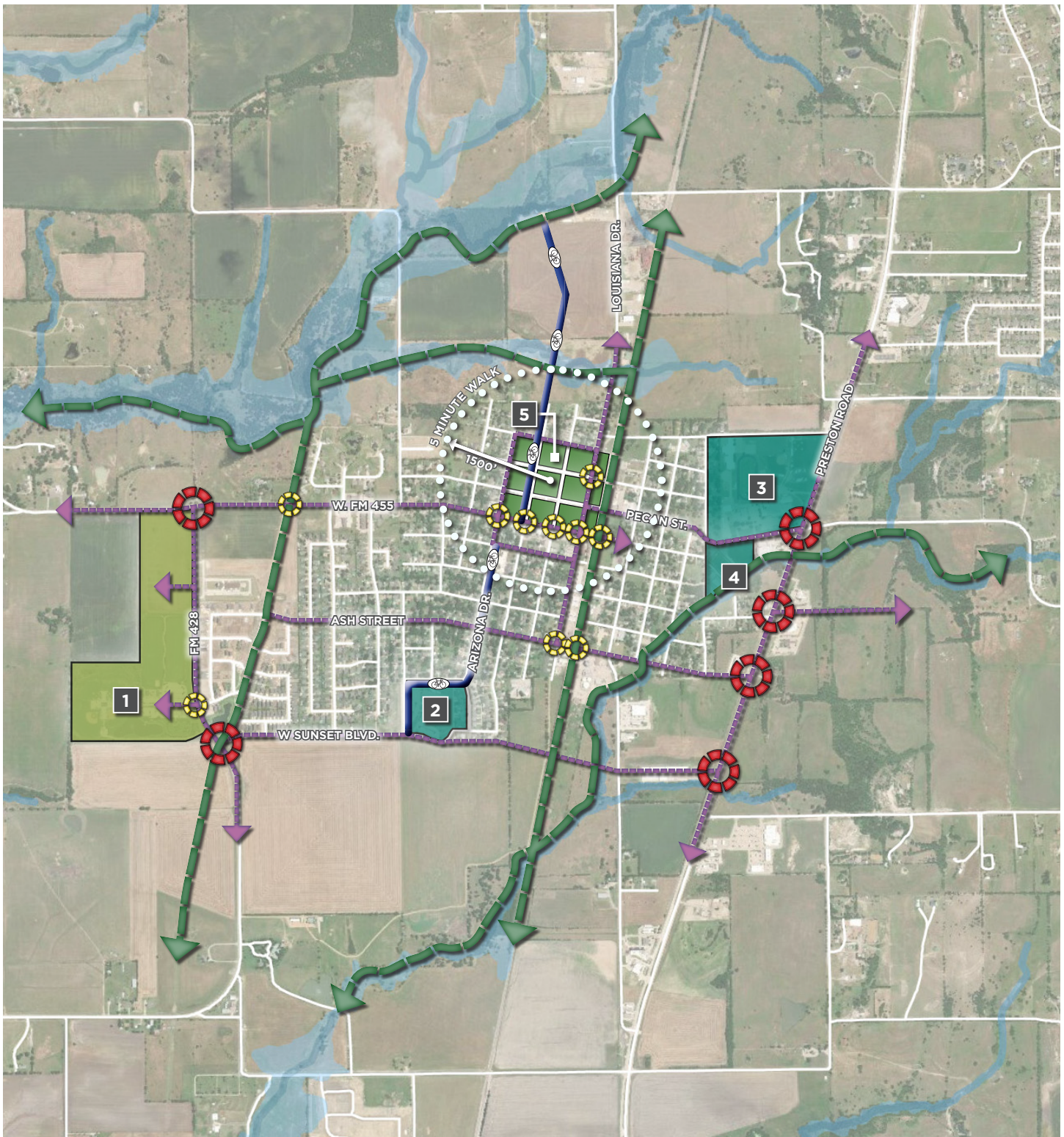


Figure 4.9. Downtown Connectivity Diagram. Ensuring a high level of pedestrian connectivity through downtown will help create an environment ideal for new residential, office and retail development. This area should also link to the larger trail network connecting the rest of Celina. (Source: Norris Design)







CHAPTER 5 TRAIL DESIGN STANDARDS

PURPOSE

Implementing and adhering to design standards for trails in Celina will result in a safe, cohesive trail system that requires less maintenance and is enjoyable for residents. These standards are in addition to mandated national and state standards (AASHTO, NACTO, ADAAG/TAS, ITE and TMUTCD).

SPINE TRAILS

OBJECTIVES

Spine trails are the most signature trails in the system and are found in wooded floodplains within creek corridors. The following objectives apply to their design:

- Alignments should closely follow the existing topography and limit the amount of fill material required
- Elongated, smooth horizontal radii should be used where possible with limited straight segments; 60' is the minimum centerline radius per AASHTO guidelines and should only be used where avoiding existing obstacles and hazards; minimum 90' centerline radius is preferred
- Spine trails should connect to street sidepaths, neighborhoods and commercial centers where possible

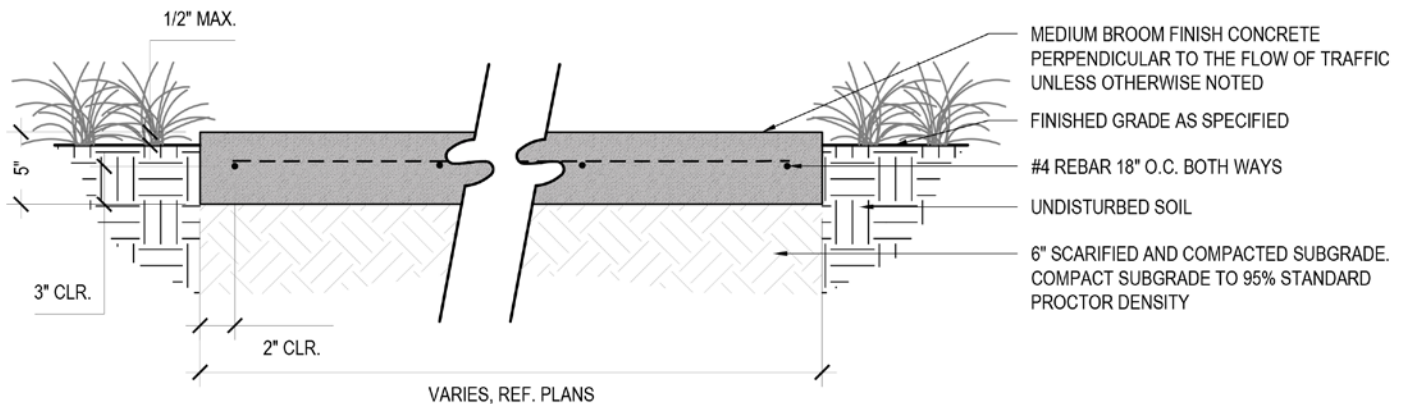


Figure 5.1, Typical Trail Pavement Section (Source: Norris Design)

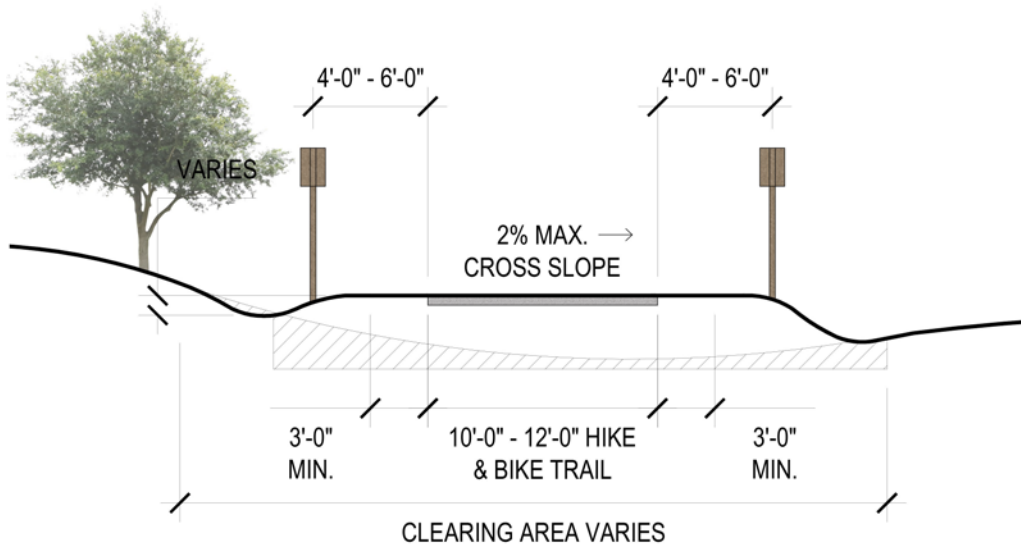


Figure 5.2, Typical Trail Section (Source: Norris Design)

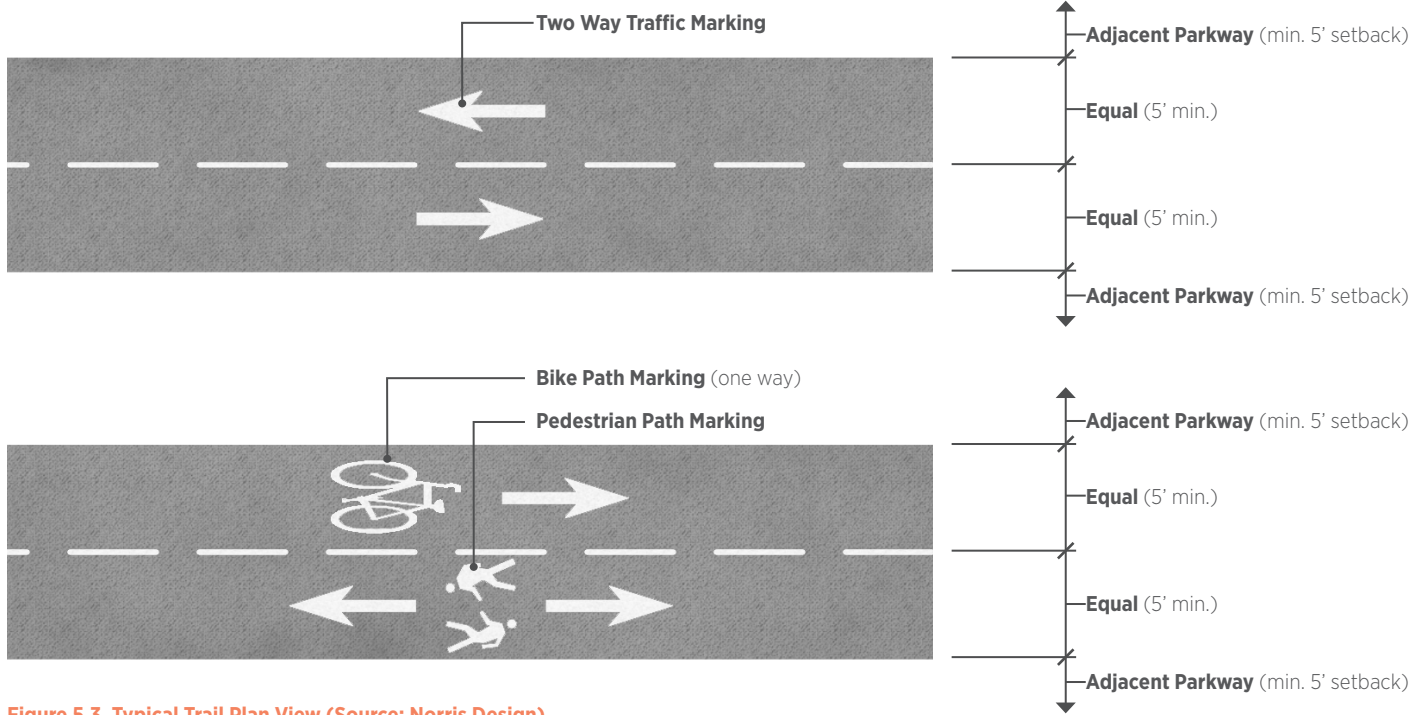


Figure 5.3, Typical Trail Plan View (Source: Norris Design)

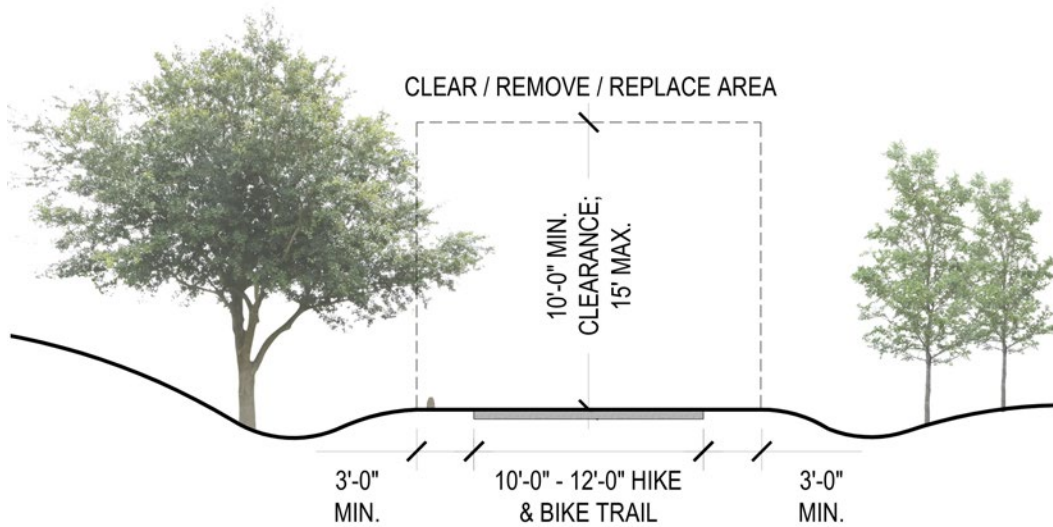


Figure 5.4, Typical Trail Clear Zone (Source: Norris Design)

SIDEPATHS/SIDEWALKS

OBJECTIVES

Sidepaths are located adjacent to roadways and typically fall within the limits of the street right-of-way. Celina's future thoroughfare plan has reserved a "sidewalk easement" in addition to the street right-of-way, which will allow sidepaths to move away from the street edge. The following objectives apply to their design:

- Alignments should maintain a minimum 4' clearance from back of curb (8' preferred) and meander through the right-of-way and sidewalk easement with elongated, smooth horizontal radii
- At roadway and driveway intersections the alignment should straighten and approach the cross street at a 90 degree angle
- Street trees should be planted in natural clusters around sidepaths, no closer than 4' from the edge

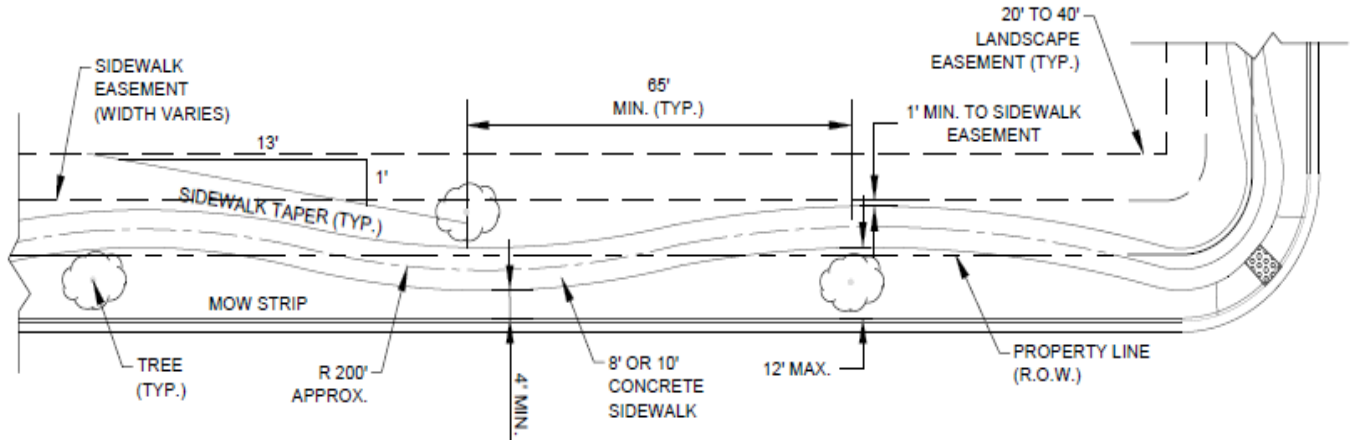


Figure 5.5. Meandering Sidepath Detail. This excerpt from "City of Celina, Texas Engineering Standards" shows typical design guidelines for sidepaths along streets. These standards are comprehensive and should be followed unless otherwise recommended and approved based on this master plan (Source: City of Celina Engineering Standards).

BICYCLE LANES

OBJECTIVES

Bicycle lanes will be commonplace throughout Celina as thoroughfares are developed in the future. Major thoroughfares, minor thoroughfares and collector streets all have bicycle lanes proposed in their typical street sections found in the Celina Engineering Standards document. The following objectives apply to their design:

- Bicycle lanes should receive painted markings and signage according to AASHTO and MUTCD guidelines
- If appropriate in future urban-style developments, enhancements should be incorporated to the design, such as bike boxes, colored pavement and bicycle signals

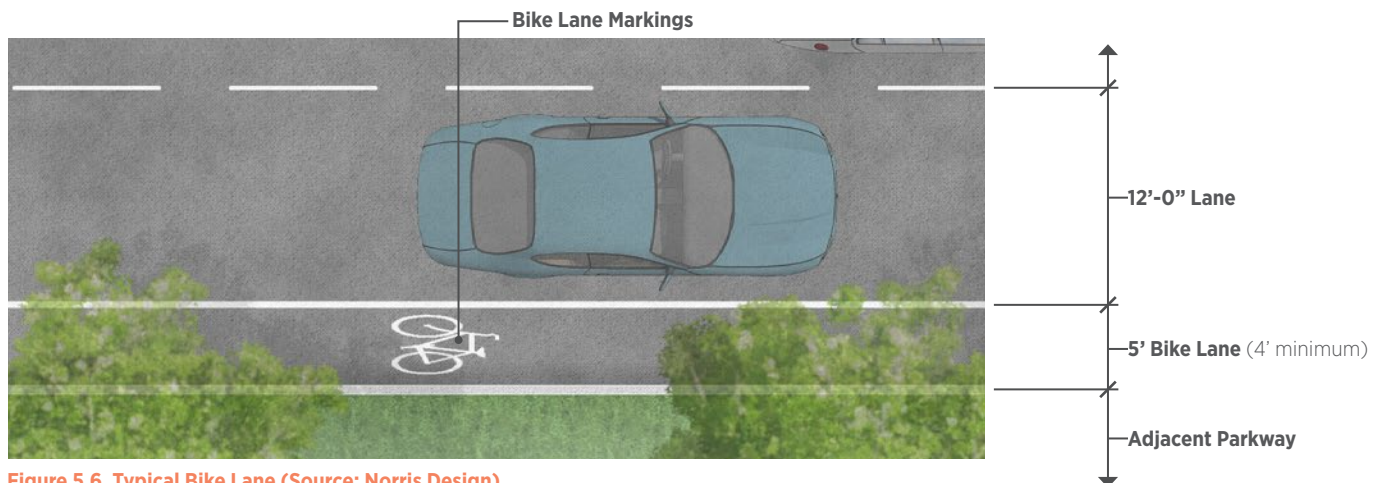


Figure 5.6, Typical Bike Lane (Source: Norris Design)

BUFFERED BICYCLE LANES

OBJECTIVES

Buffered bicycle lanes, while not specifically called for in the City's future thoroughfare plan, may potentially be implemented in certain instances where there is excess pavement width. These facilities could provide enhanced connectivity from neighborhoods to planned thoroughfares through a re-stripping of collector roads. The following objectives apply to their design:

- Buffered bicycle lanes should receive painted markings and signage according to AASHTO and MUTCD guidelines
- If appropriate in future urban-style developments, enhancements should be incorporated to the design, such as bike boxes, colored pavement and bicycle signals

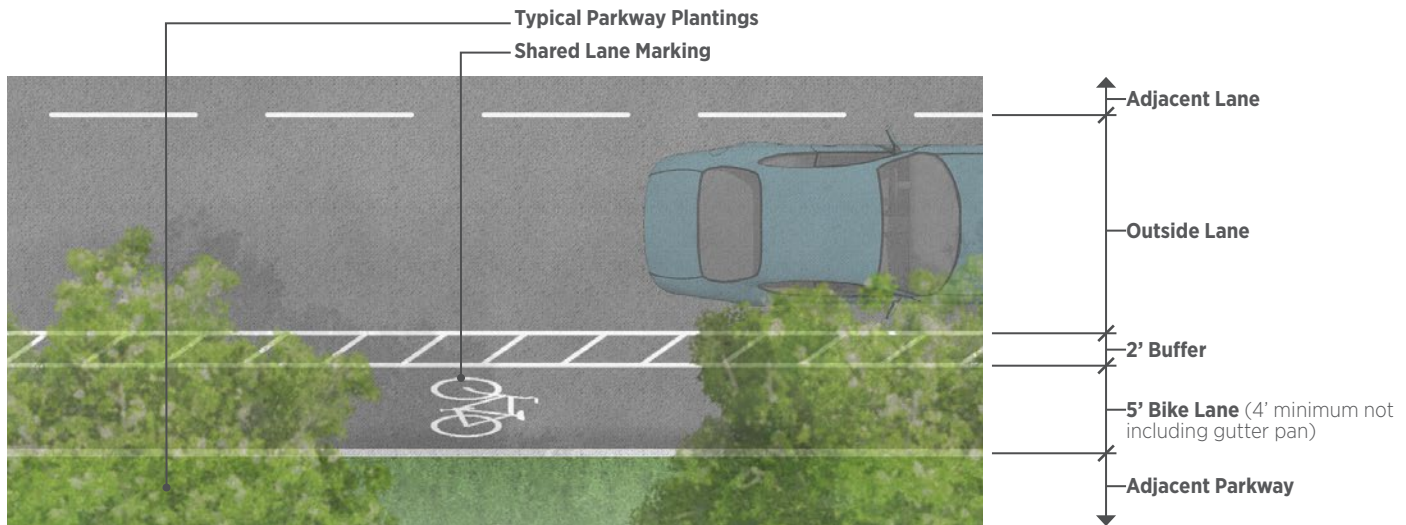


Figure 5.7, Typical Buffered Bike Lane (Source: Norris Design)

SHARED LANES

OBJECTIVES

Shared lanes are simple, cost-effective measures taken that promote awareness of cyclists by adding striping and signage to the roadway. The following objectives apply to their design:

- Shared lanes should receive painted markings and signage according to AASHTO and MUTCD guidelines
- Shared lanes should be added to select neighborhood streets and connect to destinations such as parks, schools and trailheads

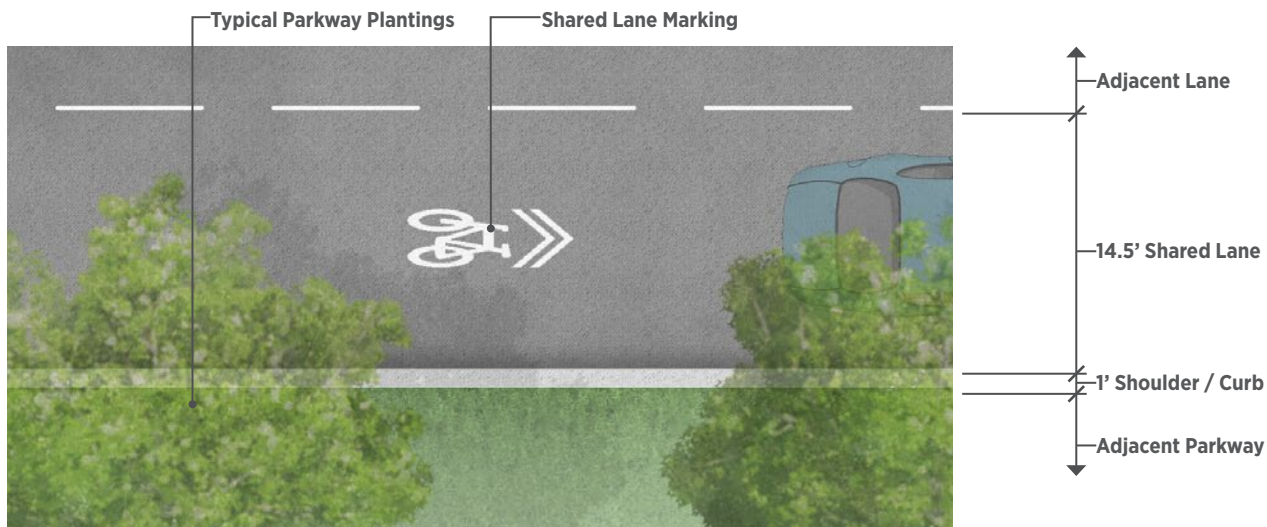


Figure 5.8, Typical Shared Lane Marking (Source: Norris Design)

POTENTIAL BIKE FACILITY COSTS

Facility Type	Typical Cost Range	Average Cost for Planning Purposes
Spine Trails	\$750,000 to \$1.5 million per mile Description: The low range applies to a 10' concrete trail with little grading and no drainage way crossings; the high range is for a 12' concrete trail with boardwalks, bridges and other trail amenities.	\$1 million per mile
Sidepaths/Sidewalks	\$500,000 to \$1.25 million per mile Descriptions: The cost may range from simple sidepath additions in existing clear R.O.W. to more complicated areas with utility relocations, crosswalks and intersection improvements.	\$750,000 per mile
Bicycle Lanes	\$60,000 to \$75,000 per mile Bicycle lanes may vary slightly in width and size of painted stripe which affects cost. Alignments that pass through multiple intersections and include enhanced treatments for crossings would be subject to a higher cost per mile.	\$60,000 per mile
Buffered Bicycle Lanes	\$100,000 to \$150,000 per mile Buffered bike lane design may be as simple as dual parallel stripes along one edge of the lane or include diagonal striping to reinforce the buffer zone. Additional striping will result in a higher cost.	\$125,000 per mile
Shared Lanes	\$25,000 to \$40,000 per mile Standard shared lanes may only have painted symbols and regulatory signage for a low range cost. The frequency of symbols, signage and intersection crossing treatments can increase cost to a higher range.	\$25,000 per mile



Pictured Above: A trail intersection in the Light Farms neighborhood (Source: Norris Design)

REGULATORY SIGNAGE AND TRAFFIC CONTROL

All pedestrian and bicycle facilities are subject to regulatory signage. The type, location and criteria for placement is identified in the TMUTCD guidelines. Adequate warning distance is based on vehicle speeds and line of sight. Signage should be highly visible; capturing the attention of motorists accustomed to roadway signs may require additional alerting devices such as flashing warning beacons, roadway striping, or changes in pavement texture. Signing for trail users must include a standard stop sign and pavement marking; these traffic control devices are sometimes combined with other features such as bollards or chicanes in the trail to slow cyclists. Care must be taken not to place too many signs or other traffic control devices at crossings as they tend to overwhelm the user and lose their impact.

Directional signing may be useful for trail users and motorists alike. For motorists, a sign reading “Bicycle Trail Xing” along with a Celina trail emblem or logo helps both warn motorists and promote use of the trail. For trail users, directional signs and street names at crossings help direct people to their destinations. A number of striping patterns have emerged over the years to delineate trail crossings. A median stripe on the trail approach will help to organize and warn trail users of an approaching intersection.

BIKE ROUTES

Bike route signs should be used on streets with bike routes, shared lanes, bike lanes, and cycle tracks as well as on shared-use trails where applicable. Route signs should include route number and destination information yet be legible to moving cyclists. Route signs should be located at all intersections where the bike route changes direction. Additional route signs should be placed in accordance with AASHTO and TMUTCD standards.



Pictured Above: Cyclists ride along a road that has been retrofitted to include a buffered bike lane. (Source: Norris Design)



Pictured Above: Broadway Street in Seattle, WA; A multitude of transportation options within the street right-of-way. (Source: Norris Design)

INTERSECTION TREATMENTS

Trail intersections are important to delineate as these are potential areas of traffic conflict and decision points for changing routes. The design should be aesthetically pleasing and also provide advance warning with a change of pavement type. Radii at the intersections should typically be 15' where possible, although larger and/or smaller radii may be more appropriate in certain circumstances such as at non-right-angle intersections, where planting beds are present or other focal points.

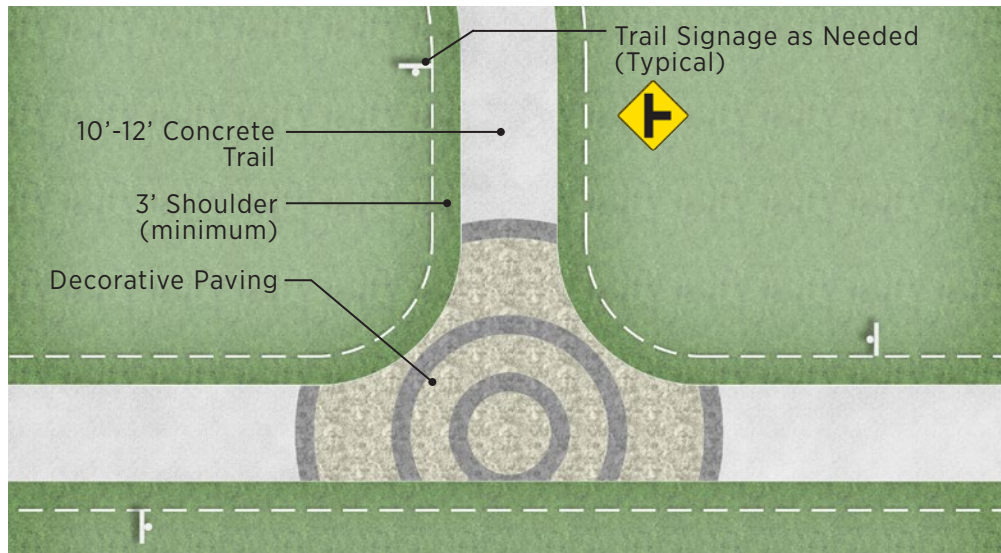


Figure 5.9, Trail Intersection. Trail intersections should be functional, safe and aesthetically pleasing. 3' shoulders should be provided on all trails designed to AASHTO standards with appropriate regulatory signage. Enhanced paving with concrete or brick pavers may also be provided as indicated above. (Source: Norris Design)

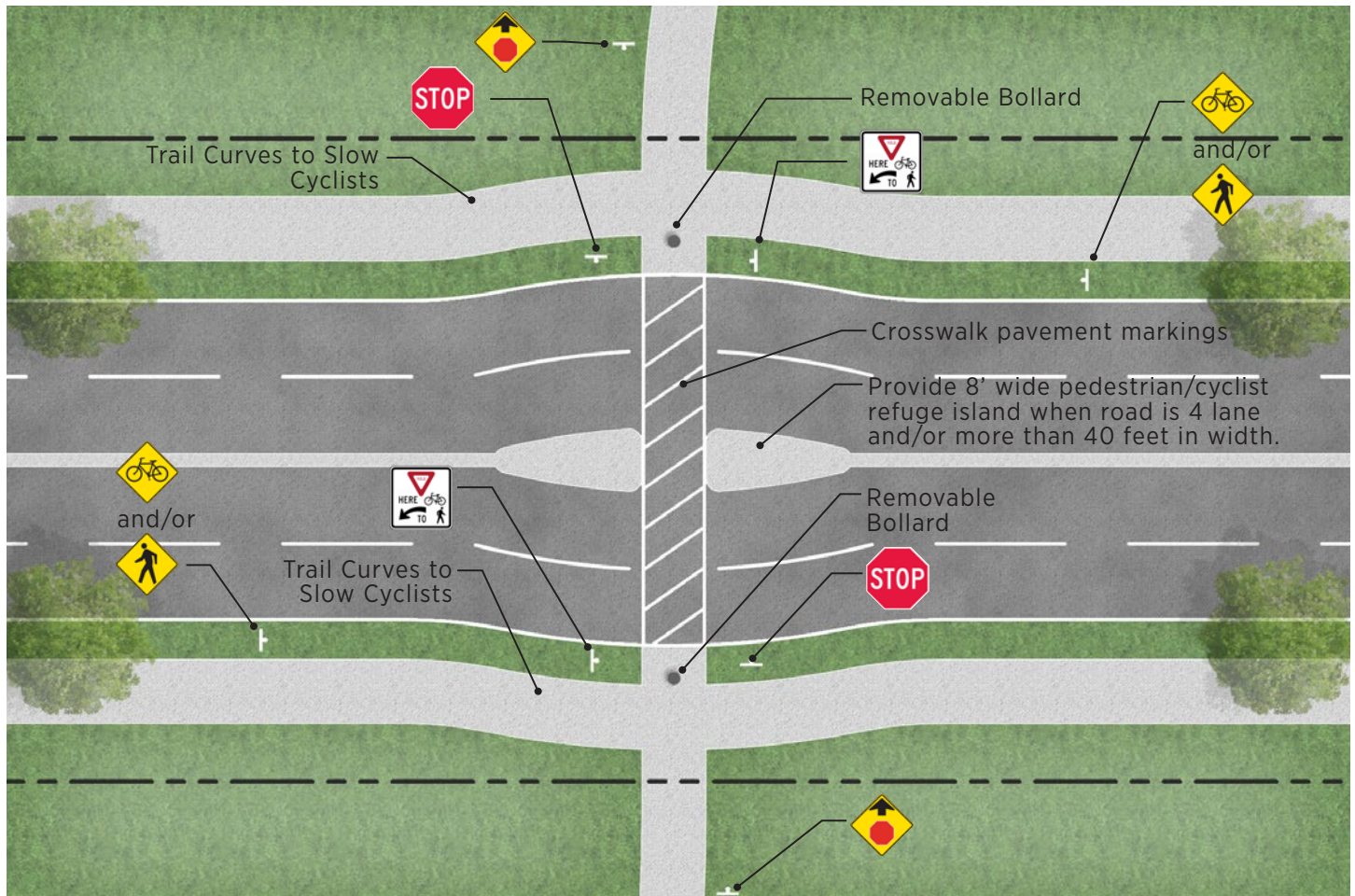


Figure 5.10, Mid-Block Crossing. Safe crossings at thoroughfares should include advanced warning signage, striping and points of refuge for pedestrians. (Source: Norris Design)

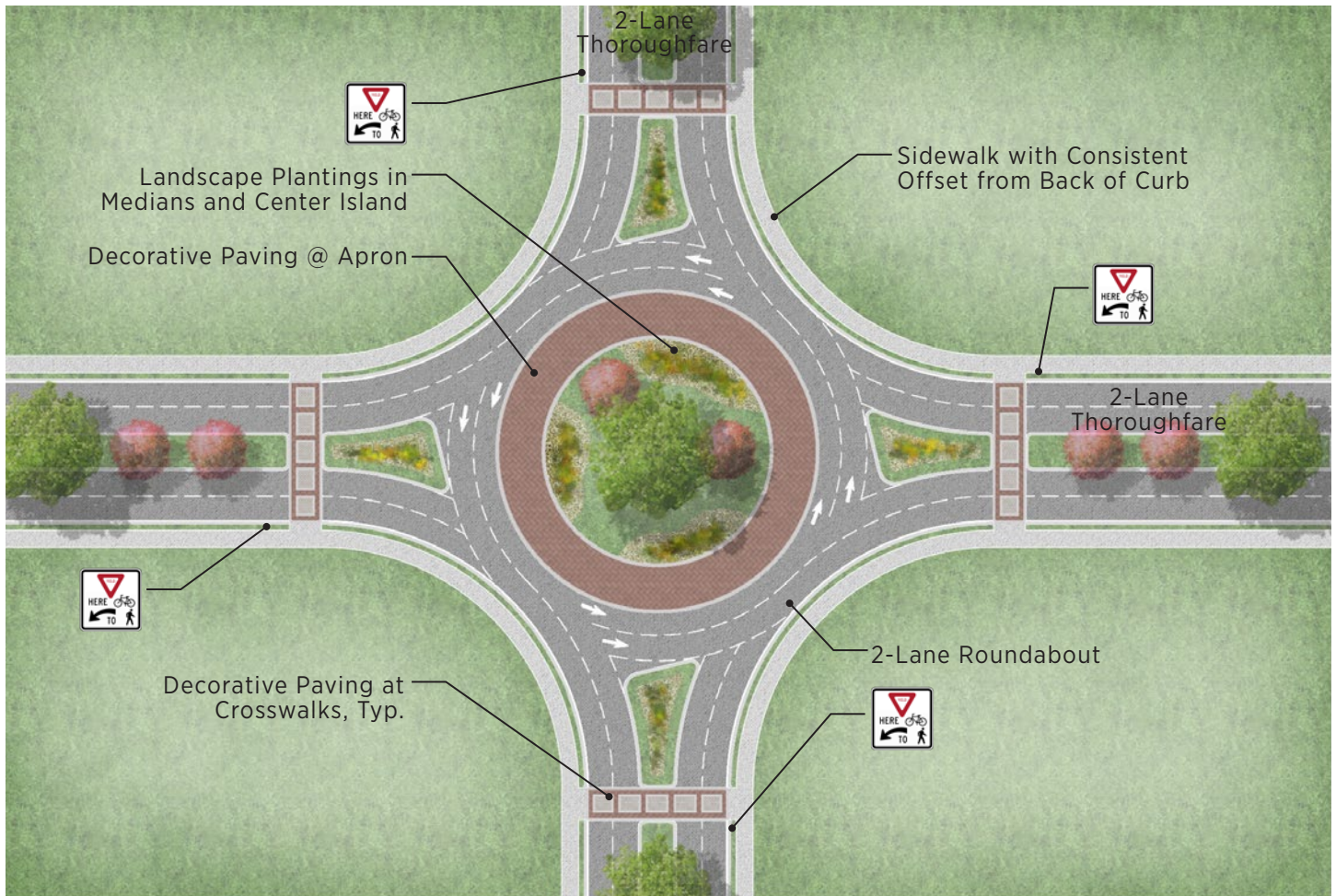


Figure 5.11, Roundabout Crossing. Roundabouts should have ample warning signage for motorists where trail crossings occur. Crossings should consist of decorative concrete or brick pavers and landscaping should be provided. (Source: Norris Design)

TRAIL WIDTH SUMMARY

Spine Trails	12'
Sidepaths/Sidewalks	8' to 10' (refer to typical sections)
Bicycle Lanes	5' (4' minimum)
Buffered Bicycle Lanes	5' lane (4' minimum) + 2'-0" buffer
Shared Lanes	Varies

ENHANCED TRAIL SIGNAGE

In addition to physical trails, bikeways and regulatory signage, a fully-developed trail system should consider the use of “placemaking” elements to add richness and interest along routes. These components include:

- Trail mile markers
- Major trail gateways
- Minor trail gateways
- Wayfinding signage
- Kiosks

This should be a family of architectural features designed to complement each other and promote a “brand” for trails in Celina. It is recommended for the City to develop these standards in a short-term time frame so that they may be added in conjunction with new trail construction.

In a city with numerous neighborhoods, all having their own signage standards, it is important that Celina’s trail signage be unique among the other styles found close by.

Examples of how this signage could potentially be placed in relationship to trails and help reinforce the brand of the network are shown in Figures 5.12 to 5.14 below. These examples illustrate signage designed with a theme based around the history of the city, with elements derived from the grain silos in downtown Celina and the railroad.

POTENTIAL DESIGN CONCEPTS

TRAIL MILE MARKERS



Figure 5.12, Potential Trail Mile Markers. Distinct trail markers should be provided along the trail network to aid in orienting users with their locations. Decorative paving may also be provided to enhance the design further.

TRAIL KIOSK/WAYFINDING SIGN



Figure 5.13, Potential Trail Kiosk/Wayfinding Sign. This type of signage may provide a “You are Here” map of the overall system of trails, indicate destinations or may also be utilized as an educational feature.

TRAIL GATEWAY SIGNAGE



Figure 5.14, Potential Trail Gateway Signage. Certain locations, such as trailheads, are ideal for trail gateway signs. This type of signage would be placed only at major trail entry points, but would help to set a standard that carries through to other architectural components.

STANDARD TRAIL AND BIKEWAY SIGNAGE



R9-7

Shared Use Path Restriction

Location: Placed along facilities that are shared by pedestrians and cyclists



D4-3

Bicycle Parking Area

Location: Placed to give direction towards a nearby bicycle parking area



R9-5

Use Pedestrian Signal

Location: Placed at crosswalks



R9-6

Bicycle Yield to Pedestrian

Location: At crosswalks and intersection conflict points



D11-1

Bike Route

Location: Placed at the beginning of routes and at intersections



R3-17

Bike Lane

Location: Placed along bike lanes; spacing determined based on speeds, block size and other factors



R3-17a

Ahead

Location: Mounted below a R3-17 sign in advance of the beginning of a dedicated bicycle lane



R3-17b

Ends

Location: Mounted below a R3-17 sign in at the end of a dedicated bicycle lane



M4-11, 12, 13, M7-1 to M7-7

Bike Route Supplemental Plaques

Location: Placed where bike lanes begin, end and/or change direction.

**Bikes May Use Full Lane**

Location: Placed in conjunction with shared-lane markings and/or independently along low-traffic roadways



R5-3

No Motor Vehicles

Location: Placed at entrances to off-street trails



W16-1

Share the Road

Location: Placed where supplemental warnings to motorists are needed due to bicycle traffic



W11-1

Bicycle Warning

Location: Placed on roadways at trail crossings



W11-2

Pedestrian Warning

Location: Placed on roadways at trail crossings



R1-1

Stop

Location: Placed at trail intersections and crossings



R1-2

Yield

Location: Placed at trail intersections and crossings



W3-1

Stop Ahead

Location: Placed in advance of a trail intersection or crossing where stop sign visibility is obscured or additional warning is necessary



W3-2

Stop Ahead

Location: Placed in advance of a trail intersection or crossing where yield sign visibility is obscured or additional warning is necessary



W3-3

Signal Ahead

Location: Placed where traffic signal visibility is obscured



W1-1 to W1-5

Turn and Curve Warning

Location: Placed in advance of turns and curving trail sections whose



W2-1 to W2-5

Trail Intersection Warning

Location: Placed where trails intersect and no stop or yield sign is required; and areas with limited sight distances

Trail Regulations and Rules

Location: Placed at trail entrances and at trailheads.

DESTINATIONS

Having alternative modes of transportation through trails and bikeways is a wonderful way to connect a community together. Celina is unique in that the majority of destinations that trails will ultimately provide access to are yet to be built. There are, however, several key points of interest in the city that should be taken advantage of – including the downtown area, high points, schools and nature corridors. Over time, new commercial centers, neighborhoods, schools, parks and civic buildings will become established and should all be linked through the trail system.

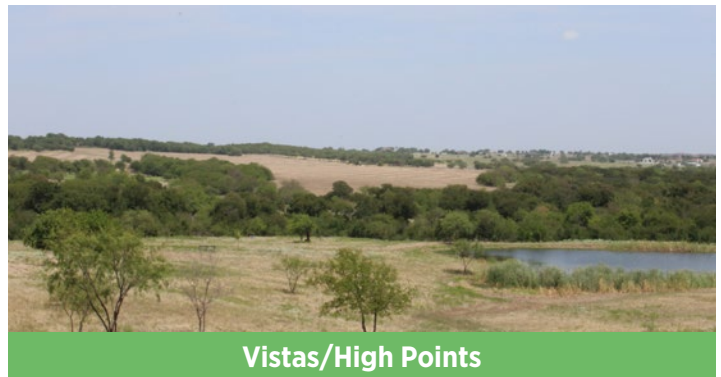
Key destinations around Celina are as follows:



Schools



Pedestrian Nodes



Vistas/High Points



Amenity Centers



Historic Downtown



Overlook Points



Neighborhoods

ADDITIONAL TRAIL FEATURES AND AMENITIES

BIKE RACKS, TRASH RECEPTACLES AND DRINKING FOUNTAINS

The vision for Celina's trail system is one in which cyclists have safe, comfortable connections all over the city with convenient storage for bicycles at destinations. The City should determine a design aesthetic for bike racks (potentially based on character districts) and require new development to install them through a revision to the city's development ordinance.

Trash receptacles and drinking fountains are also site furnishings that can tie-in to the overall design aesthetic. Receptacles should be placed periodically along trails at seating areas with ease of access for maintenance crews. Drinking fountains are appropriate at trail gateways, trailheads and in gathering spaces at parks.

LIGHTING

Trail lighting is important from a visibility standpoint and increases safety. Lighting should be provided at select points along the trail, underpasses and to enhance architectural features and amenities along trail routes.



FITNESS STATIONS

Many people use trails for fitness through running, jogging, walking and cycling, and fitness stations provide an additional means for exercise. These stations should be located in parks and at trailheads for high visibility, access and ease of maintenance.

BIKE REPAIR STATIONS

Bike repair stations give cyclists a convenient place to stop and make adjustments or repairs to their bikes while out on a ride. These should be provided as part of the amenities found in a typical trailhead.

INFORMATIONAL SIGNAGE

Informational or educational signage added to a trail enhances the experience of riding or walking outdoors. This type of signage may describe a neighboring feature such as a creek, river, native wildlife and/or vegetation.



PET AMENITIES

Many trail users will bring their dogs along for a walk, so it is important for cities to provide amenities for our four-legged friends. This includes selecting drinking fountains with a dog drinking fountain component and providing pet waste disposal stations regularly where neighborhoods are in close proximity to the trail.

PARKING

Trailheads should offer five to ten parking spaces, but other parking spaces should be provided for trail access as well. Single-loaded streets may have opportunities for designated on-street parking spaces and where trails approach commercial areas, businesses may provide a handful of shared parking spaces for cyclists and walkers.

REST AREA/SHADE

Providing points of refuge along trails greatly contributes to their accessibility and use. Simple measures like placing a bench under trees or more elaborate ones such as small shade canopies with seating allow users to experience the trail system for longer periods of time. Benches should be located in clusters at a maximum spacing of 1 mile and shade canopies at each trailhead. Concrete or brick pavers should be provided at bench locations and be consistent with those provided at pedestrian bridge approaches.

TREES AND PLANTING

At major trail entry points and trailheads, native and adaptive planting should be provided to soften entries and make the trail system more aesthetically pleasing. Vegetation should be watered through drip irrigation and tree bubblers rather than sprays to conserve water use. Opportunities for wetland plantings, native grasses and wildflowers should be capitalized upon to provide habitat for wildlife.

VEHICULAR BRIDGES

Bridges in Celina should be considered as opportunities for architectural enhancements and also as points where pedestrian access is treated with a high level of importance. The potential bridge crossings shown on the opportunities and constraints map should, first and foremost, allow a minimum 10' clearance below the bridge girders to allow a trail to pass unobstructed.

Wide (10' to 12') connecting walkways from the creek below to roadway level should maintain a maximum 5% grade and the walkways along the bridge structure should be protected from vehicular traffic, have decorative pedestrian railing, monumentation and lighting.

PEDESTRIAN BRIDGES

Pedestrian bridges should be a minimum of 2' wider than the adjoining walkway and be of a truss design painted bronze. Stone accent columns should be designed at the abutments for bridge ornamentation and may consist of inset light features. Decorative paving accents should be provided at the bridge approaches and consist of either concrete or brick unit pavers.



CULVERT OUTFALL STRUCTURES

Where culverts outfall into creeks or are placed for trail drainage, the exposed concrete faces of the structures should receive a limestone veneer. A minimum 5' wide clear zone on each side of the trail should be provided and be free of any obstructions with a maximum 2% slope. Railing may be added to the structures as required on a case by case basis.

SAFETY RAILING

Safety railing is commonly found at overlooks, walls adjacent to the trail and to protect cyclists from hazards alongside the trail. Railing should be painted bronze to match pedestrian bridge coloring and meet minimum ADA standards for openings and height.

ROAD INTERSECTIONS

Where trails approach roadway intersections, decorative concrete or brick pavers should be provided on the corners for visual appeal. Treatments should consist of a light color interior field of paving with a darker band around the perimeter.



TRAILHEAD DESIGN STANDARDS

Trailheads give walkers and cyclists opportunities to access major trails at formalized entry points and serve as stopping points along stretches of trail. Celina has the opportunity to implement trailheads with a high level of design quality that will add to the character of the city.

LOCATION AND SPACING

Placement of trailheads should generally occur at two to three mile intervals along creek corridors, preferably near or inside neighborhoods and/or active commercial areas.

AMENITIES

Standard amenities for trailheads are intended to make them inviting places to meet others, rest and/or prepare for biking and walking. Shaded seating, either through mature trees or shade canopies should be provided here. Additional amenities include trash receptacles, drinking fountains with dog fountains attached, wayfinding signage, trail gateway signage and landscape plantings. LED pedestrian lighting may also be provided at the trailhead for safety and visibility where appropriate.

PARKING

Each trailhead should offer five to ten parking spaces, preferably off-street where adequate space is available for a drive aisle and parking spaces. Parking should include landscaping with native and adaptive plant materials, shade trees and parking lot lighting.



Pictured Above: Parks can serve as defacto trailheads for Celina, as shown in Constellation Park. (Source: Norris Design)

TRAILS IN SENSITIVE AREAS

Trails within floodplains and near creeks fulfill a vital recreational and transportation need in many cities. Celina has many miles of these corridors within its city limits and should take advantage of them where possible. However, trail planning and development must consider the impact of construction on environmentally sensitive areas such as:

- Wetlands
- Native grasslands
- Areas with dramatic topography

Whenever possible, the recommended approach for trail design in proximity to these features is avoidance first. Wetlands and native grasslands provide valuable ecosystem services which designers should strive to preserve. All trail implementation projects should undergo a thorough inventory and assessment of existing natural features prior to detailed construction plans.

CREEKS AND FLOODPLAINS

Creeks and associated floodplains also require special attention with regards to trail development. Due to maintenance required with repeated inundation, trails should be designed with a surface elevation above the 2-year flood elevation where possible. These are general recommendations and may not be possible to achieve in all instances.

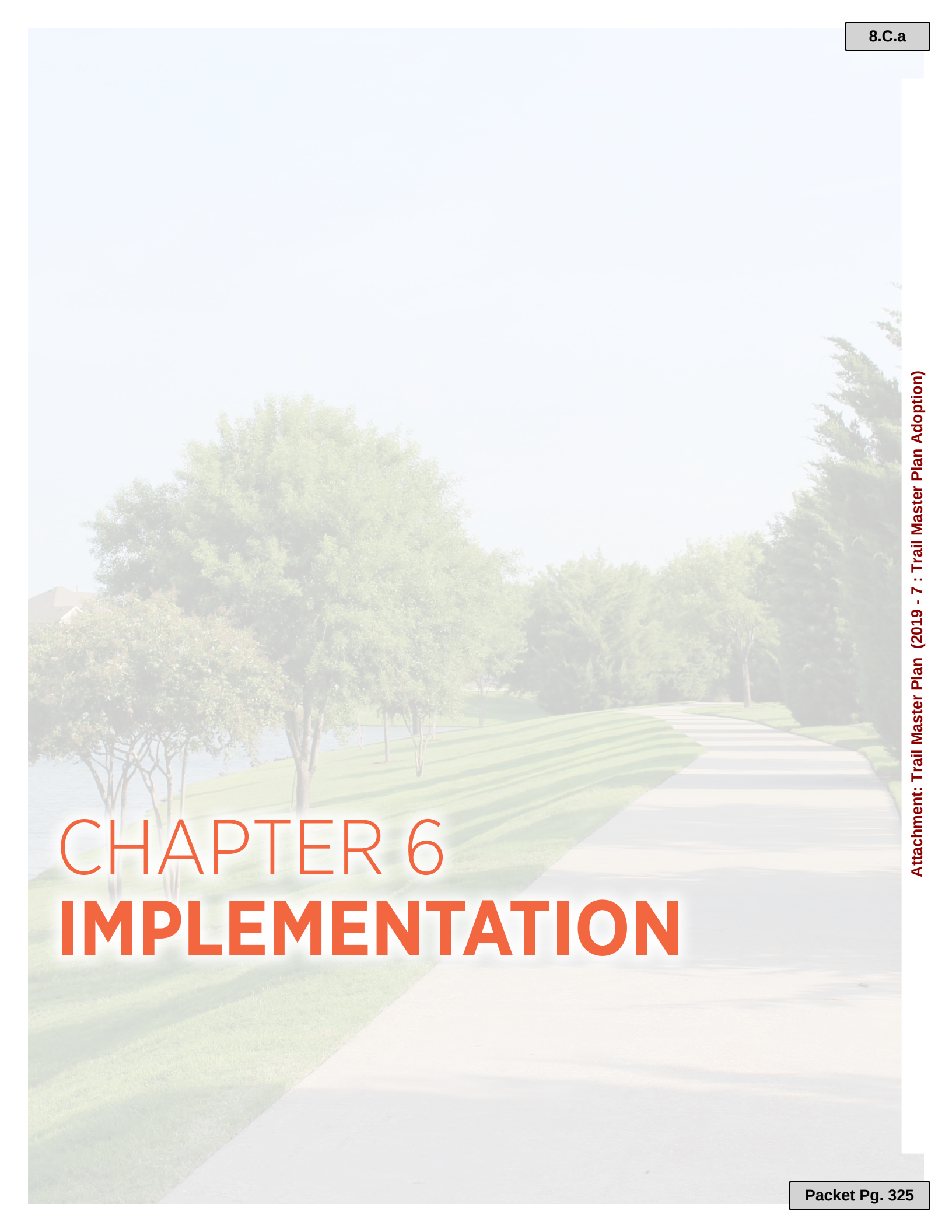
Additionally, all proposed trails within floodplains should be designed such that they do not cause a rise in the 100 year flood elevation above acceptable limits per the city floodplain ordinance.



Pictured Above: One of many creeks in Celina providing a continuous linear route ideal for trails. (Source: Norris Design)







CHAPTER 6 IMPLEMENTATION

OVERVIEW

This chapter provides the city with guidance on the physical implementation of trails over the next 10 years. The recommendations that follow are a measured approach to designing and constructing trails and should simply act as a “road map”. A variety of factors can influence cities’ ability to carry out an implementation plan such as economic health, available funding and development trends. Over time, as more projects are executed, the implementation plan should be revised to address the changing needs of the City.

ROADWAY INFRASTRUCTURE DEVELOPMENT

As stated in previous chapters, proposed thoroughfares constitute a large portion of the pedestrian and cyclist facilities to be provided in Celina. In some cases, a complete roadway section will be built in one project. However, growing communities such as Celina may elect to build only part of the roadway in the initial phase of construction, granting vehicular access to a new or planned commercial development or neighborhood and opening a large swath of the city for supplemental development. At a later stage as infill development occurs, the remaining lanes and pedestrian facilities are constructed as part of the city’s capital improvements budget.

The City should explore options for obtaining grant funding for these facilities along roadways as a separate source of funding for roadway projects. A list of potential grants is included in the following paragraphs.

FLOODPLAIN DEVELOPMENT AND PRESERVATION

Chapter 5 outlined trail design strategies within floodplains and near creeks, but an important aspect of creating inviting trails in these areas is centered on the development of the floodplain itself. Ideally, floodplains should be entirely preserved and left to be naturalized with only minimally impactful pedestrian amenities. The following measures are recommended for incorporation into the city’s ordinances and guidelines for floodplains:

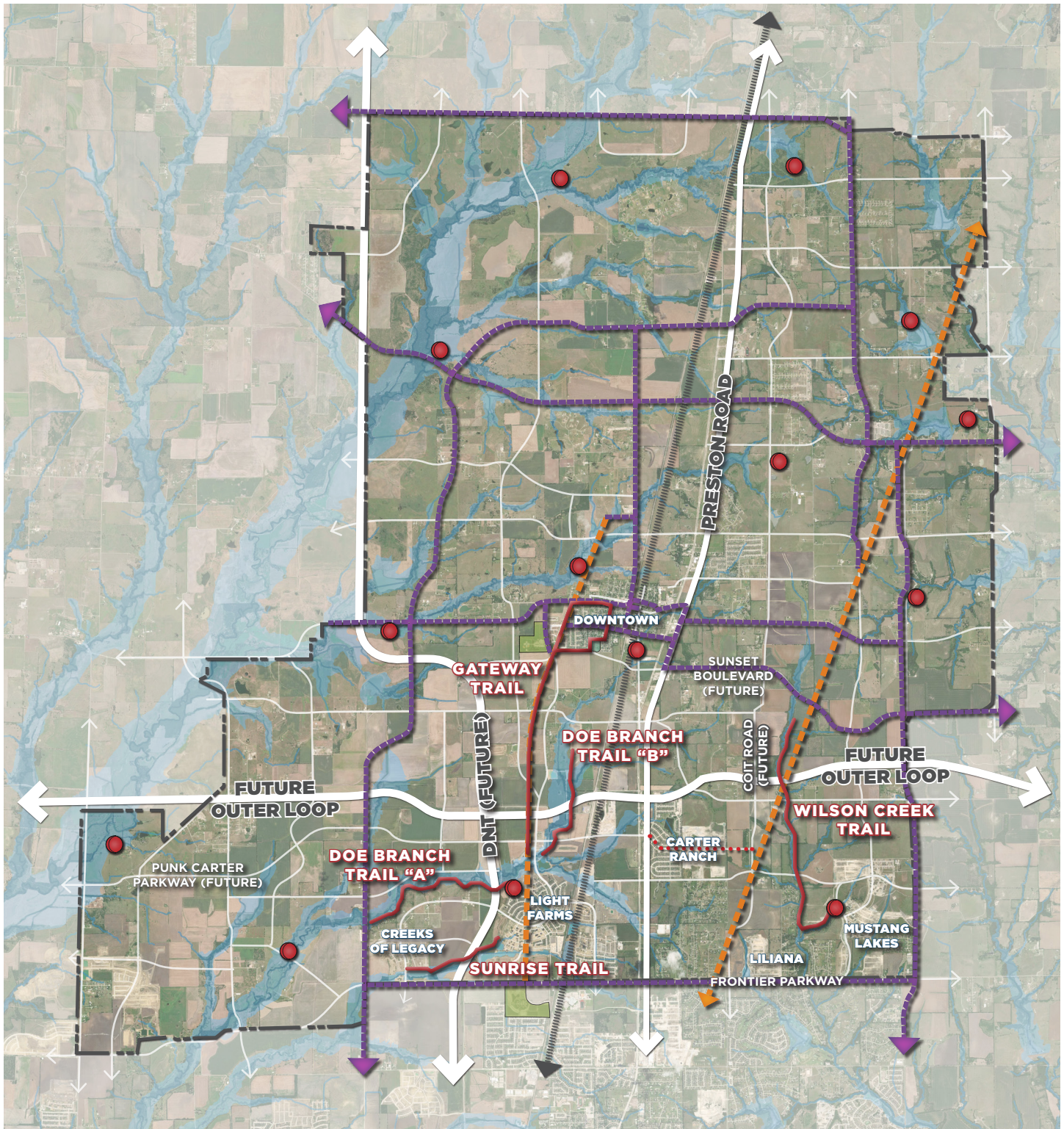
- All water bodies and water resources within 200 feet of the trail system should be mapped
- The number of channel crossings should be minimized
- Existing vegetation should be mapped and avoided where trail alignments are proposed
- Limit trail and trail amenity encroachment onto streams, water bodies and other environmentally sensitive areas
- Avoid operating heavy equipment and maintenance vehicles on trails while they are wet
- Establish “riparian management zones” between trails and creeks where impacts to existing conditions is minimized
- Prohibit the use of natural surface trails by mountain bikes and horses during wet or saturated conditions

SINGLE-LOADED ROADS

The city should enact subdivision development guidelines that require single-loaded roads in residential areas where adjacent to a creek or floodplain. This ensures that the fronts of houses face creeks, which creates more “trail-friendly” conditions than when backyard fences line the edges of these corridors.

ACTION PLAN

The five alignments defined below represent the initial priority projects for Celina to undertake in the first 10 year period following the adoption of this Master Plan. These connections are important for linking together some of the existing and proposed neighborhoods, schools, parks and other destinations in the city's southern area.



OVERALL LEGEND

- Existing Railroad
- Proposed Segment
- Proposed Easement Spine Trail
- Proposed Thoroughfare Spine Trail
- Proposed Bike Trail
- Proposed Trailhead

Figure 6.1, Overall Phasing Plan. (Source: Norris Design)

SUNRISE TRAIL

SUNRISE TRAIL LEGEND

- Highlighted Segment
- Proposed Easement
- Spine Trail
- Proposed Thoroughfare
- Spine Trail
- 1/2 Mile Marker
- Major Roadway Crossing
- Future Neighborhood Park
- Proposed Trailhead
- ✱ Proposed Trail Gateway

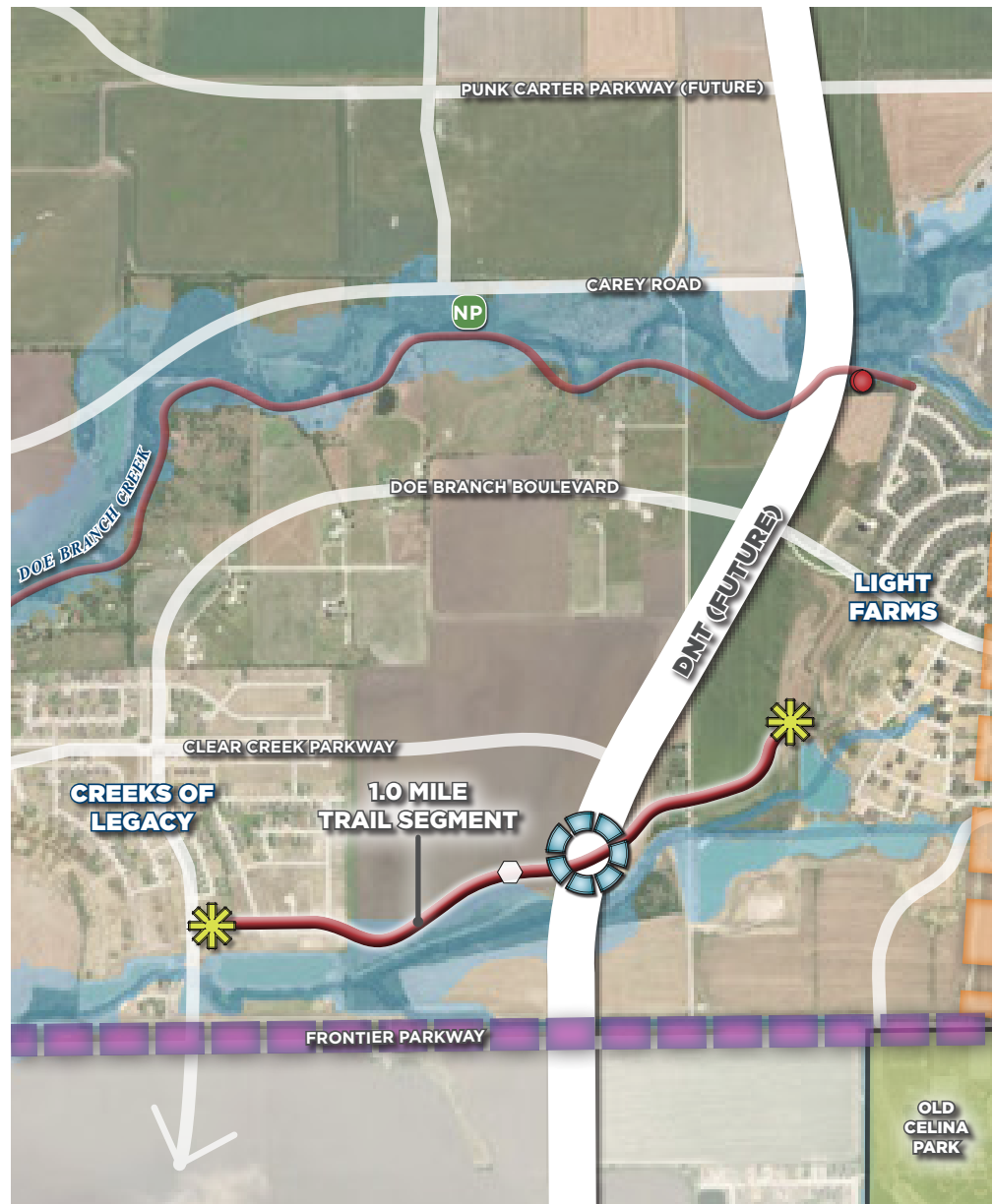


Figure 6.2, Sunrise Trail
(Source: Norris Design)



TRAIL SEGMENT DATA

Description: This trail segment links the neighborhoods of Creeks of Legacy and Light Farms with a trail connection along the unnamed tributary of Doe Branch. The dense network of existing developer trails in Light Farms is made more accessible by this trail and provides residents of both neighborhoods a greatly expanded network.

Trail Width: 12'-0"

Trail Length: 1.0 Mile

Item	Quantity	Cost
Concrete Trail (\$1M/mi)	1 (mi)	\$1,000,000
Trail Gateway (\$10k/ea)	2 (ea)	\$20,000
Mile Markers (\$15k/ea)	1 (ea)	\$15,000
Total		\$1,035,000

DOE BRANCH TRAIL “A”

DOE BRANCH TRAIL “A” LEGEND

- Highlighted Segment
- Proposed Easement
- Spine Trail
- Proposed Thoroughfare
- Spine Trail
- 1/2 Mile Marker
- Major Roadway Crossing
- Future Neighborhood Park
- Proposed Trailhead
- ✱ Proposed Trail Gateway



Figure 6.3, Doe Branch Trail “A”
(Source: Norris Design)



TRAIL SEGMENT DATA

Description: This trail segment links the neighborhoods of Creeks of Legacy and Light Farms with a trail connection along Doe Branch and the western terminus of the trail takes users to future Legacy Drive. The segment features a trailhead adjacent to Light Farms for increased accessibility as well as a potential future neighborhood park along the route.

Trail Width: 12'-0"

Trail Length: 2.1 Miles

Item	Quantity	Cost
Concrete Trail (\$1M/mi)	2.1 (mi)	\$2,100,000
Trail Gateway (\$10k/ea)	2 (ea)	\$20,000
Mile Markers (\$15k/ea)	3 (ea)	\$45,000
Trailhead	1 (ea)	\$160,000
Total		\$2,325,000

GATEWAY TRAIL

GATEWAY TRAIL LEGEND

-  Highlighted Segment
-  Existing Railroad
-  Proposed Easement Spine Trail
-  Proposed Thoroughfare Spine Trail
-  Proposed Bike Trail
-  Proposed On-Street Shared-Use Bike Path
-  1/2 Mile Marker
-  Major Roadway Crossing
-  Minor Roadway Crossing
-  Future Neighborhood Park
-  Proposed Trailhead
-  Proposed Trail Gateway



Figure 6.4, Gateway Trail
(Source: Norris Design)



TRAIL SEGMENT DATA

Description: This trail segment links Light Farms with Downtown through a gas easement and on-street bike facilities. The route is intersected by three major roadways and the future Outer Loop, which requires safe crossings at the closest intersections. The on-street bikeway provides access to Celina Elementary School and downtown destinations.

Trail Width: 12'-0"

Trail Length: 4.4 Miles

Item	Quantity	Cost
Concrete Trail (\$1M/mi)	2.8 (mi)	\$2,800,000
On-Street Bikeway (\$40k/mi)	1.6 (mi)	\$64,000
Trail Gateway (\$10k/ea)	2 (ea)	\$20,000
Total		\$2,884,000

DOE BRANCH TRAIL "B"

DOE BRANCH TRAIL "B"

-  Highlighted Segment
-  Existing Railroad
-  Proposed Easement
-  Spine Trail
-  1/2 Mile Marker
-  Major Roadway Crossing
-  Minor Roadway Crossing
-  Future Neighborhood Park
-  Proposed Trailhead
-  Proposed Trail Gateway



Figure 6.5, Doe Branch Trail "B"
(Source: Norris Design)



TRAIL SEGMENT DATA

Description: This trail segment connects Light Farms to Glen Crossing along Doe Branch. The route begins at Constellation Park which acts as a defacto trailhead and crosses under Punk Carter Parkway and the future Outer Loop. Connections should be made from the roadway bridge down to the trail to link into the thoroughfare sidewalk network.

Trail Width: 12'-0"

Trail Length: 1.5 Miles

Item	Quantity	Cost
Concrete Trail (\$1M/mi)	1.5 (mi)	\$1,500,000
Trail Gateway (\$10k/ea)	2 (ea)	\$20,000
Mile Markers (\$15k/ea)	2 (ea)	\$30,000
Total		\$1,550,000

WILSON CREEK TRAIL

WILSON CREEK TRAIL

-  Highlighted Segment
-  Proposed Easement Spine Trail
-  Proposed Thoroughfare Spine Trail
-  Proposed Bike Trail
-  1/2 Mile Marker
-  Major Roadway Crossing
-  Minor Roadway Crossing
-  Future Neighborhood Park
-  Proposed Trailhead
-  Proposed Trail Gateway

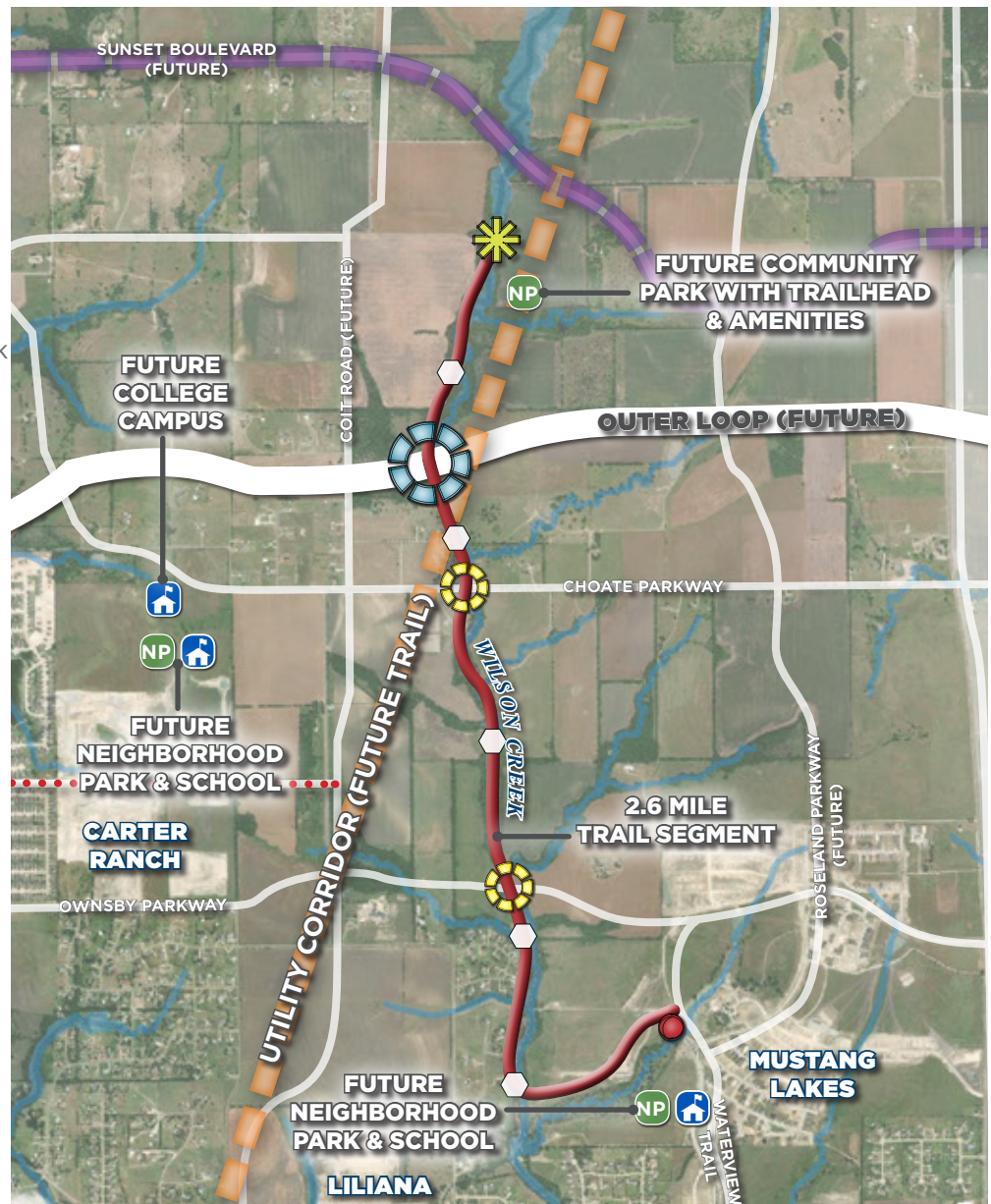


Figure 6.6, Gateway Trail
(Source: Norris Design)



TRAIL SEGMENT DATA

Description: This trail segment connects Mustang Lakes to the future community park near Sunset Boulevard. The route follows Wilson Creek and crosses under 3 major roads and the future Outer Loop. Connections should be made from the roadway bridges to the trail below.

Trail Width: 12'-0"

Trail Length: 2.6 Miles

Item	Quantity	Cost
Concrete Trail (\$1M/mi)	2.6 (mi)	\$2,600,000
Trail Gateway (\$10k/ea)	2 (ea)	\$20,000
Mile Markers (\$15k/ea)	4 (ea)	\$60,000
Total		\$2,680,000

PHASE 1 TRAIL CONSTRUCTION (10 YEAR PLAN)

	Trail Segment	Length	Time Frame	Potential Cost
1	Sunrise Trail	1.0 Mile	Year 1 to 5	\$1,035,000
2	Doe Branch Trail "A"	2.1 Miles	Year 6 to 10	\$2,325,000
3	Gateway Trail	4.4 Miles	Year 6 to 10	\$2,884,000
4	Doe Branch Trail "B"	1.5 Miles	Year 1 to 5	\$1,550,000
5	Wilson Creek Trail	2.6 Miles	Year 6 to 10	\$2,680,000

FUNDING OPPORTUNITIES

There are many opportunities for obtaining funding to assist in building trails and bikeway facilities either through grants or reimbursement programs. The following section details a number of these potential sources of construction funds.

BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD)

The BUILD grant program was announced in April 2018 and replaces the existing TIGER grant program. FY 2018 BUILD Transportation grants are for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact. BUILD funding can support roads, bridges, transit, rail, ports or intermodal transportation.

The program is increasing its emphasis on projects located in rural areas, so more funding will be allocated for locales outside of metropolitan areas. For urbanized areas, however, project sizes are encouraged to be larger with a \$5 million minimum for funding opportunities. Evaluation considerations include project alignment with the program's merit criteria, project readiness, cost-benefit analysis and ability to obligate funds by September 30, 2020.

FEDERAL TRANSIT ADMINISTRATION (FTA)

The FTA has multiple grant programs to help cities, towns and rural areas invest in bicycle infrastructure, which improves personal mobility and helps more people access public transportation. The current list of programs includes funding for multimodal transportation planning, access to transit-oriented development, bicycle amenities such as bike racks and shelters and bicycle routes to transit.

CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM (CMAQ)

CMAQ-eligible projects must demonstrate emissions reduction and benefit air quality. Several activities may be eligible for CMAQ funds as part of a bicycle and pedestrian-related project, but not as a highway project. CMAQ funds may be used for shared use paths but may not be used for trails that are primarily for recreational use.

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

HSIP projects must be consistent with a State's Strategic Highway Safety Plan and (1) correct or improve a hazardous road location or feature, or (2) address a highway safety problem. Funds are dedicated to projects that reduce conflicts between pedestrian/bicycles and automobiles. As part of the HSIP, a performance-based approach is used to determine funding projects. HSIP funds are administered through TxDOT.

TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA SET-ASIDE)

The TA Set-aside, formerly TAP, is under the Surface Transportation Block Grant (STBG) program, which provides state and local transportation officials a high degree of flexibility for determining use of funds. TA Set-aside funds are awarded on a competitive basis. The NCTCOG Metropolitan Planning Organization allocates funds for these projects, most recently in the 2017 call for projects. Typical projects include off-road pedestrian trails, on-street bike facilities and amenities. Landscaping, signage and other aesthetic treatments may also be included in the scope of these types of projects.

RECREATIONAL TRAILS PROGRAM (RTP)

The RTP provides funds to the States to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. The RTP is an assistance program of the Department of Transportation's Federal Highway Administration (FHWA). Federal transportation funds benefit recreation including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles.

FEDERAL LANDS ACCESS PROGRAM (FLAP)

The FLAP was established to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. The Access Program supplements State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators. State DOTs, Tribes, and/or local governments may apply for grant funding. Project applications require coordination and approval by the Federal or tribal property owner(s).

RECREATIONAL TRAIL GRANTS

TPWD administers the National Recreational Trails Fund in Texas under the approval of the Federal Highway Administration (FHWA). This federally funded program receives its funding from a portion of federal gas taxes paid on fuel used in non-highway recreational vehicles. The reimbursable grants can be up to 80% of project cost with a maximum of \$200,000 for non-motorized trail grants and a maximum award of \$400,000 for motorized (off-highway vehicle) trail grants. Funds can be spent on both motorized and non-motorized recreational trail projects such as the construction of new recreational trails, to improve existing trails, to develop trailheads or trailside facilities, and to acquire trail corridors.

LOCAL-LEVEL FUNDING

There are many other options for funding trails and bike facilities at the local level, and it is possible to use multiple sources of funding to construct infrastructure projects. Potential other funding sources include:

- Local bond programs
- Capital Improvements Program (CIP)
- City 4-B sales tax revenue
- Impact fees
- Development requirement to construct trails
- Project Improvement Districts (PID)
- Tax Increment Financing District (TIF)
- Public-private partnerships
- Private sponsorship programs
- Volunteer organizations through support of a "Friends of..." group that assists in fundraising





APPENDICES

APPENDIX A - SURVEY SUMMARY

Total number of respondents	277
Survey active	9/19/2018 - 11/16/2018 (8 weeks)
Number of questions	21
Average response time	Less than 10 minutes

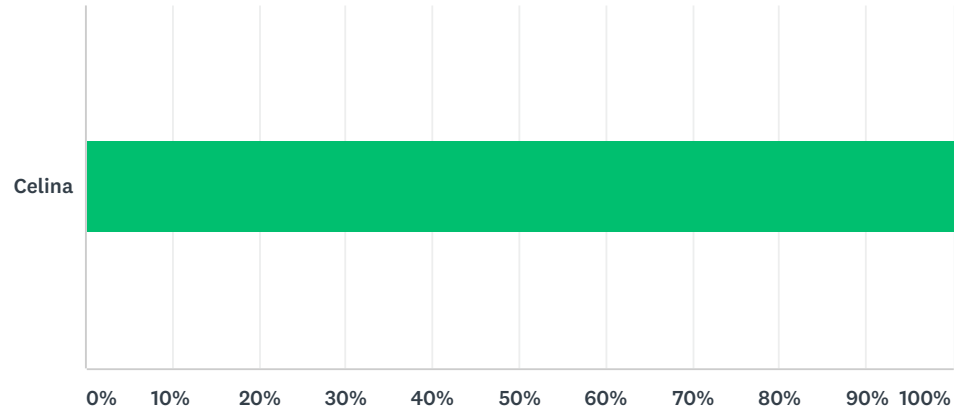
Survey Platform:



QUESTION 1

In what city do you live?

Answered: 270 Skipped: 7



ANSWER CHOICES	RESPONSES
Celina	100.00% 27
Total Respondents: 270	

Attachment: Trail Master Plan (2019 - 7 : Trail Master Plan Adoption)

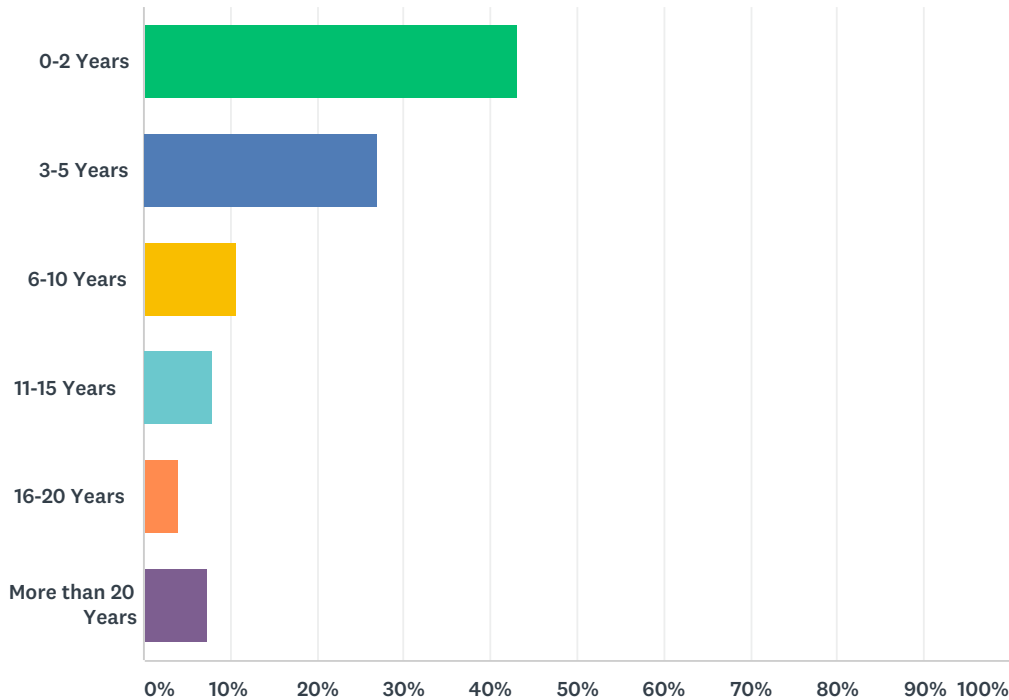
Analysis Notes

All survey respondents are residents of Celina.

QUESTION 2

If Celina, how many years have you lived here?

Answered: 274 Skipped: 3



ANSWER CHOICES	RESPONSES	
0-2 Years	43.07%	11
3-5 Years	27.01%	7
6-10 Years	10.58%	2
11-15 Years	8.03%	2
16-20 Years	4.01%	1
More than 20 Years	7.30%	2
Total Respondents: 274		

Attachment: Trail Master Plan (2019 - 7 : Trail Master Plan Adoption)

Analysis Notes

Over half of all respondents have only lived in Celina for 5 years or less, indicating a growing, young community.

QUESTION 3

What neighborhood do you live in?

(The word cloud provided below shows the most common responses as larger words, giving a general indication of the input received. Word clouds are useful when feedback is broad.)



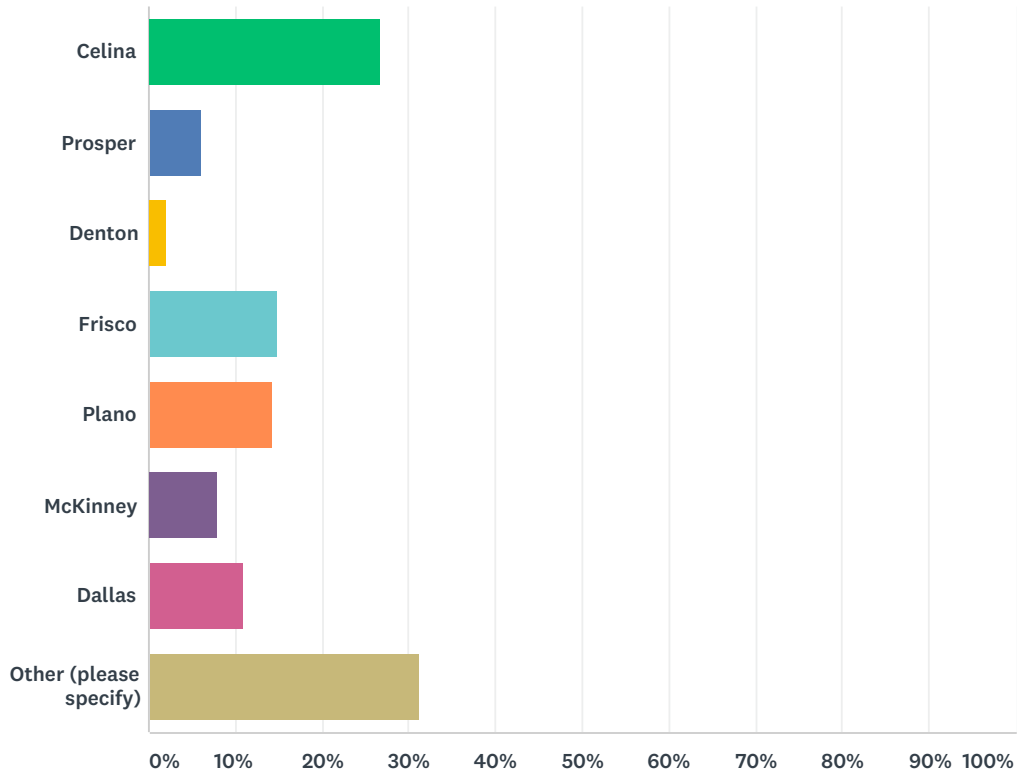
Analysis Notes

Most respondents live in the newer neighborhoods in Celina such as Light Farms and Carter Ranch.

QUESTION 4

In what city do you work?

Answered: 276 Skipped: 1



ANSWER CHOICES	RESPONSES	
Celina	26.81%	7
Prosper	6.16%	1
Denton	2.17%	
Frisco	14.86%	4
Plano	14.13%	3
McKinney	7.97%	2
Dallas	10.87%	3
Other (please specify)	31.16%	8
Total Respondents: 276		

Attachment: Trail Master Plan (2019 - 7 : Trail Master Plan Adoption)

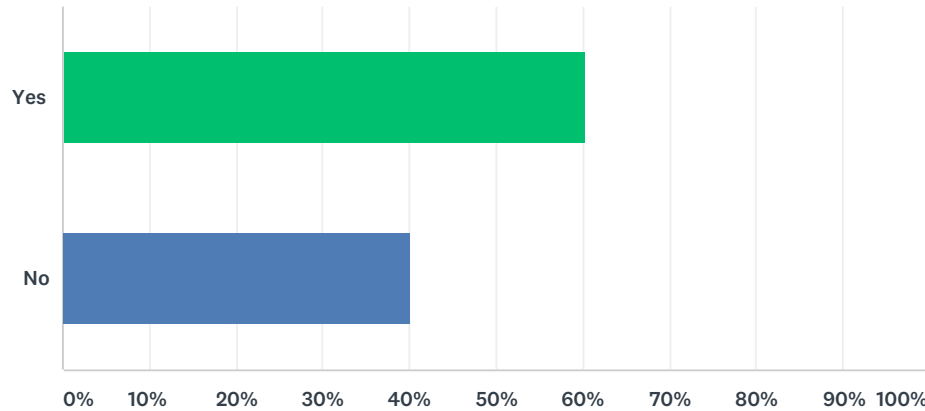
Analysis Notes

Over 1/4 of respondents work in Celina, while many work in the neighboring cities around Celina.

QUESTION 5

Do you currently walk on any pedestrian trails or ride a bike around Celina?

Answered: 277 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	60.29%	16
No	40.07%	11
Total Respondents: 277		

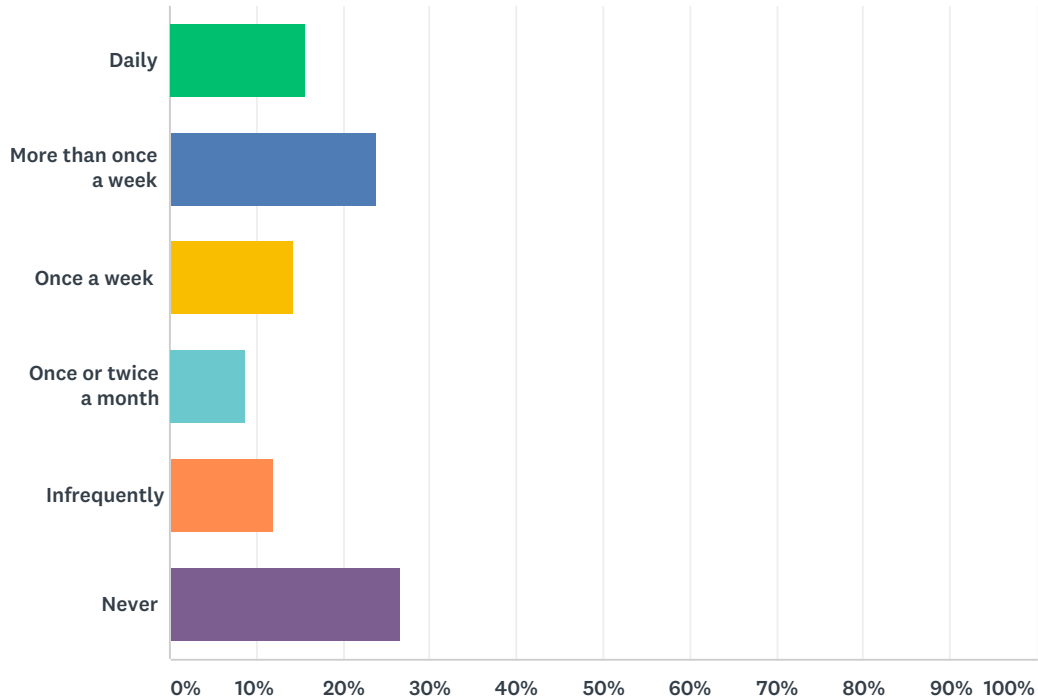
Analysis Notes

Many residents walk and ride on trails in Celina, even without a large, interconnected network of city trails.

QUESTION 6

If yes, how frequently? (Please check one only)

Answered: 260 Skipped: 17



ANSWER CHOICES	RESPONSES	
Daily	15.77%	4
More than once a week	23.85%	6
Once a week	14.23%	3
Once or twice a month	8.85%	2
Infrequently	11.92%	3
Never	26.54%	6
Total Respondents: 260		

Attachment: Trail Master Plan (2019 - 7 : Trail Master Plan Adoption)

Analysis Notes

Of the respondents that use trails, nearly 40% do so at least once a week, however there is still over 25% that never use trails.

QUESTION 7

What trails (including those within your neighborhood) do you like to use in the region?

(The word cloud provided below shows the most common responses as larger words, giving a general indication of the input received. Word clouds are useful when feedback is broad.)



Analysis Notes

Most respondents who use trails do so in their own neighborhoods or downtown Celina. Some residents go to other nearby cities to access their trail networks such as Plano or Frisco, and some residents prefer scenic parks and destinations around the metroplex.

QUESTION 8

What do you like about these trails you use and why?

(The word cloud provided below shows the most common responses as larger words, giving a general indication of the input received. Word clouds are useful when feedback is broad.)

need miles long Peaceful walk run sidewalks lots Safety don't outside house downtown scenic Erwin Park take really well ride around know kids lots trees area away traffic easy neighborhood green park nice nature Celina N well maintained Close paths bike also trails beautiful safe Na wide prefer walk connected paved Great road go love Nothing convenient Wish trails trees access use nearby cars enjoy Light option Clean exercise scenery Close home Quiet drive S water ones Clean safe street dog running

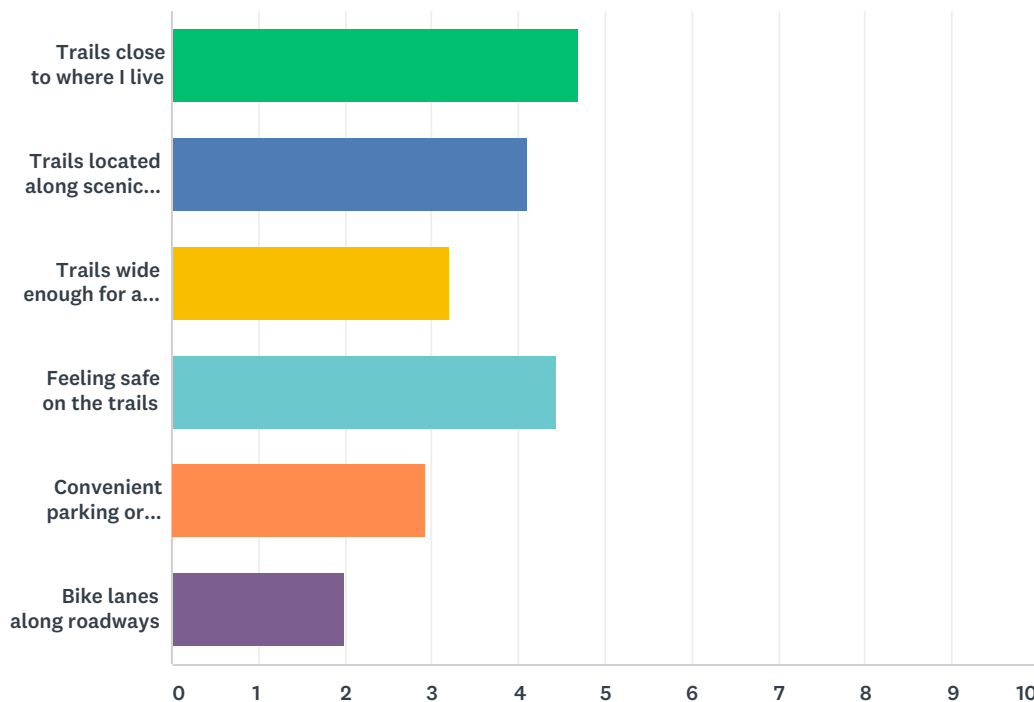
Analysis Notes

Common themes seen from responses include ease of access to these trails, a feeling of safety, they have quiet settings in nature, are family-friendly and wide enough to support riding, jogging and walking.

QUESTION 9

Please rank your choice for the following in order of priority. (1 = Least Important; 6 = Most Important)

Answered: 276 Skipped: 1



	1	2	3	4	5	6	TOTAL	SCORE
Trails close to where I live	42.11% 104	18.62% 46	17.81% 44	10.93% 27	8.10% 20	2.43% 6	247	4.6
Trails located along scenic areas	17.32% 44	27.95% 71	20.47% 52	20.47% 52	8.66% 22	5.12% 13	254	4.0
Trails wide enough for all types of users	3.54% 9	16.93% 43	22.44% 57	21.65% 55	24.41% 62	11.02% 28	254	3.2
Feeling safe on the trails	33.08% 86	21.15% 55	17.31% 45	16.92% 44	8.46% 22	3.08% 8	260	4.4
Convenient parking or access to trails	3.72% 10	11.90% 32	16.73% 45	21.93% 59	32.71% 88	13.01% 35	269	2.9
Bike lanes along roadways	6.55% 18	4.00% 11	6.91% 19	7.27% 20	15.27% 42	60.00% 165	275	1.9

Attachment: Trail Master Plan (2019 - 7 : Trail Master Plan Adoption)

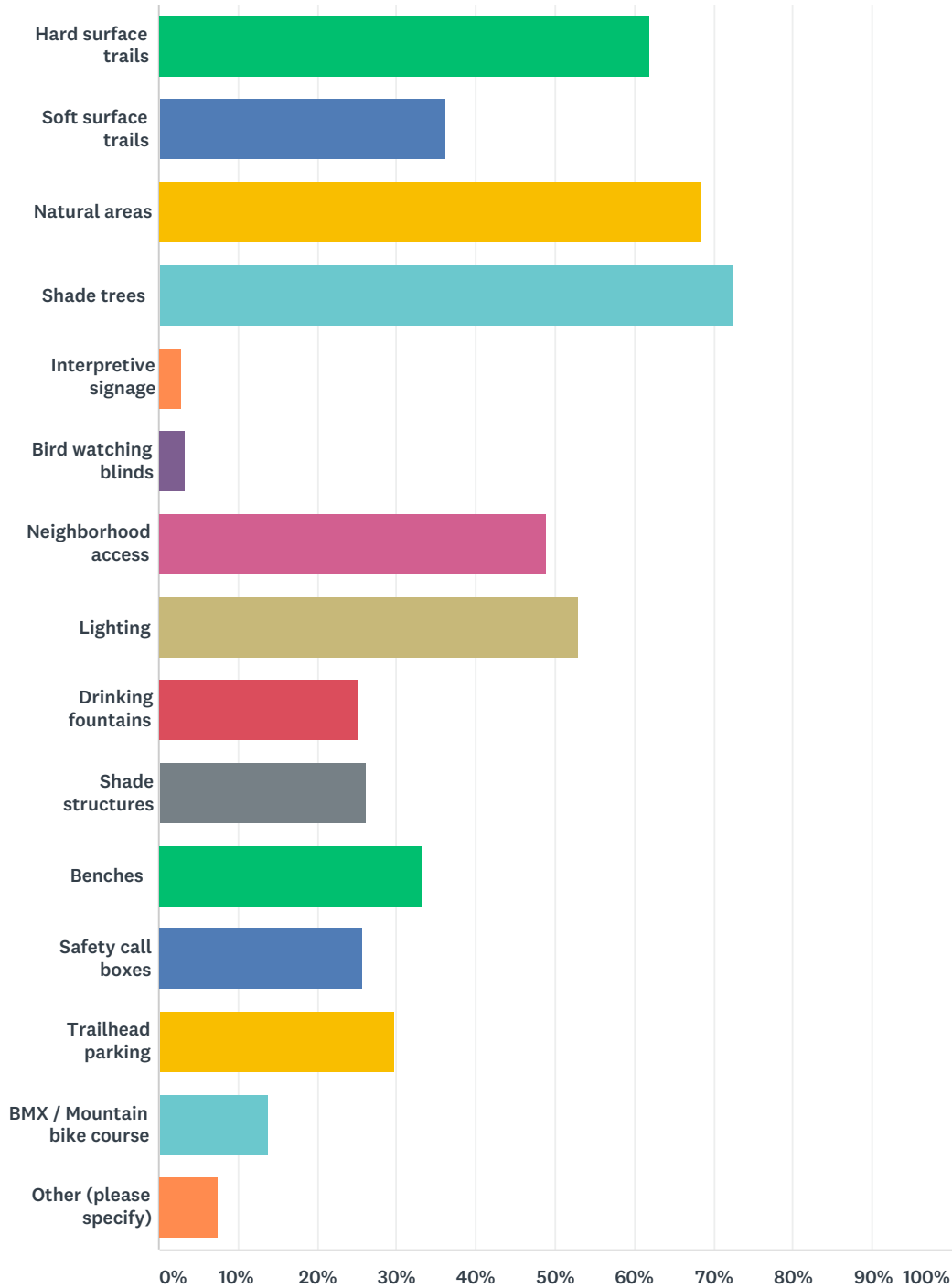
Analysis Notes

These results closely mirror those found on question 8, which asked what respondents find most appealing about the trails they use.

QUESTION 10

Please mark the five (5) recreational trail amenities that are most important to you and your family.

Answered: 276 Skipped: 1



QUESTION 10 (CONT'D.)

Please mark the five (5) recreational trail amenities that are most important to you and your family.

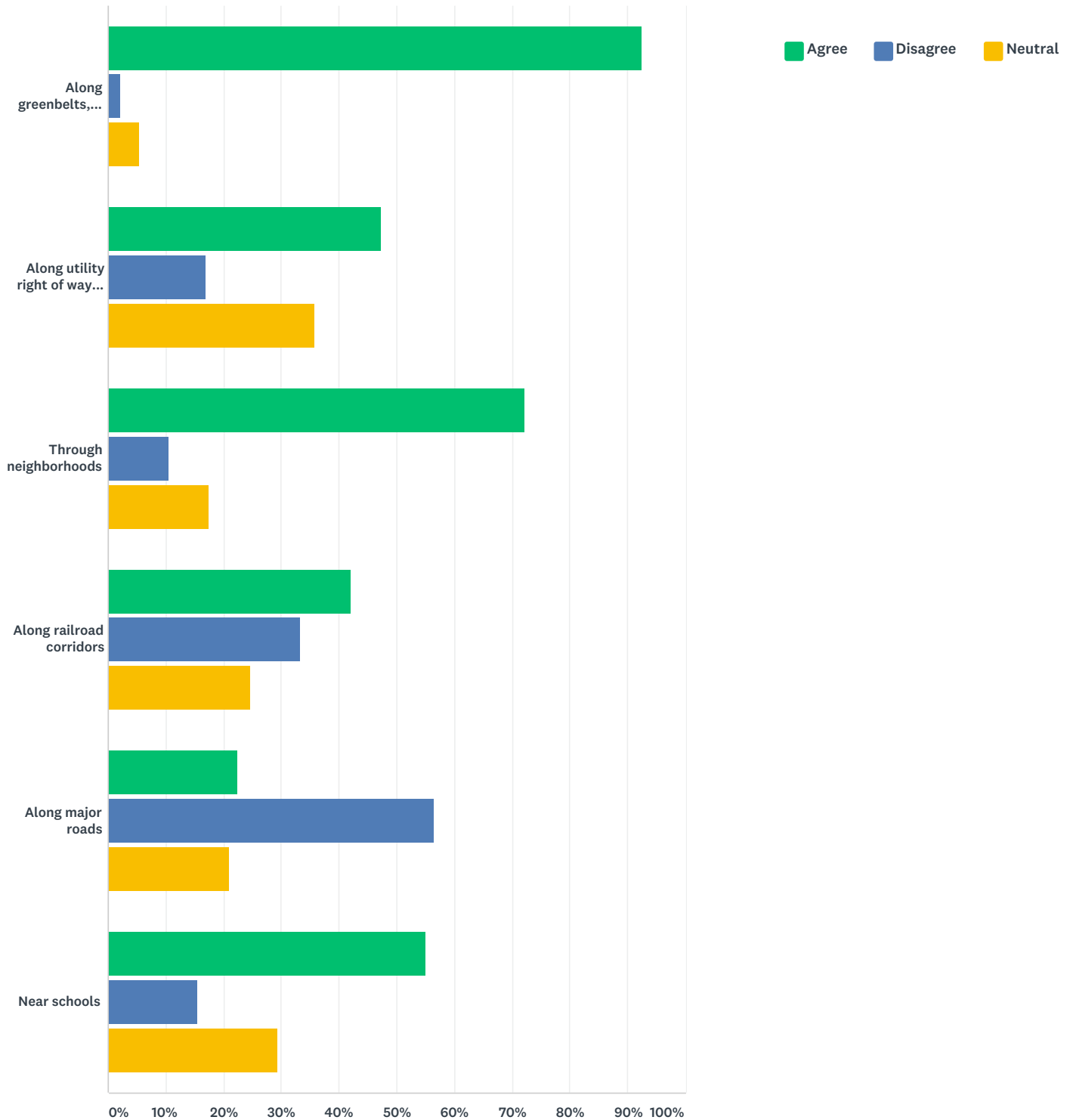
Natural areas	68.48%	18
Shade trees	72.46%	20
Interpretive signage	2.90%	
Bird watching blinds	3.26%	
Neighborhood access	48.91%	13
Lighting	52.90%	14
Drinking fountains	25.36%	7
Shade structures	26.09%	7
Benches	33.33%	9
Safety call boxes	25.72%	7
Trailhead parking	29.71%	8
BMX / Mountain bike course	13.77%	3
Other (please specify)	7.61%	2
Total Respondents: 276		

Analysis Notes

The top amenities that respondents prefer are centered on access to nature, hard surface trails, ease of access from their neighborhoods and safety measures such as lighting.

QUESTION 11

Do you agree with developing additional trails in the following areas?
(A = Agree; D = Disagree; N = Neutral)



QUESTION 11 (CONT'D.)

	AGREE	DISAGREE	NEUTRAL	TOTAL
Along greenbelts, creek and drainage ways	92.42% 256	2.17% 6	5.42% 15	27
Along utility right of way corridors (i.e. Electric, Water)	47.29% 131	16.97% 47	35.74% 99	27
Through neighborhoods	72.10% 199	10.51% 29	17.39% 48	27
Along railroad corridors	42.03% 116	33.33% 92	24.64% 68	27
Along major roads	22.46% 62	56.52% 156	21.01% 58	27
Near schools	55.07% 152	15.58% 43	29.35% 81	27

Attachment: Trail Master Plan (2019 - 7 : Trail Master Plan Adoption)

Analysis Notes

Greenbelts, neighborhoods and schools all scored high on areas for new trails. A relatively high percentage of respondents were not in favor of trails along major roads, perhaps due to the lower number of cyclists.

QUESTION 12

In what one part of the city, or specific area, would you like to see the City develop a trail?

(The word cloud provided below shows the most common responses as larger words, giving a general indication of the input received. Word clouds are useful when feedback is broad.)

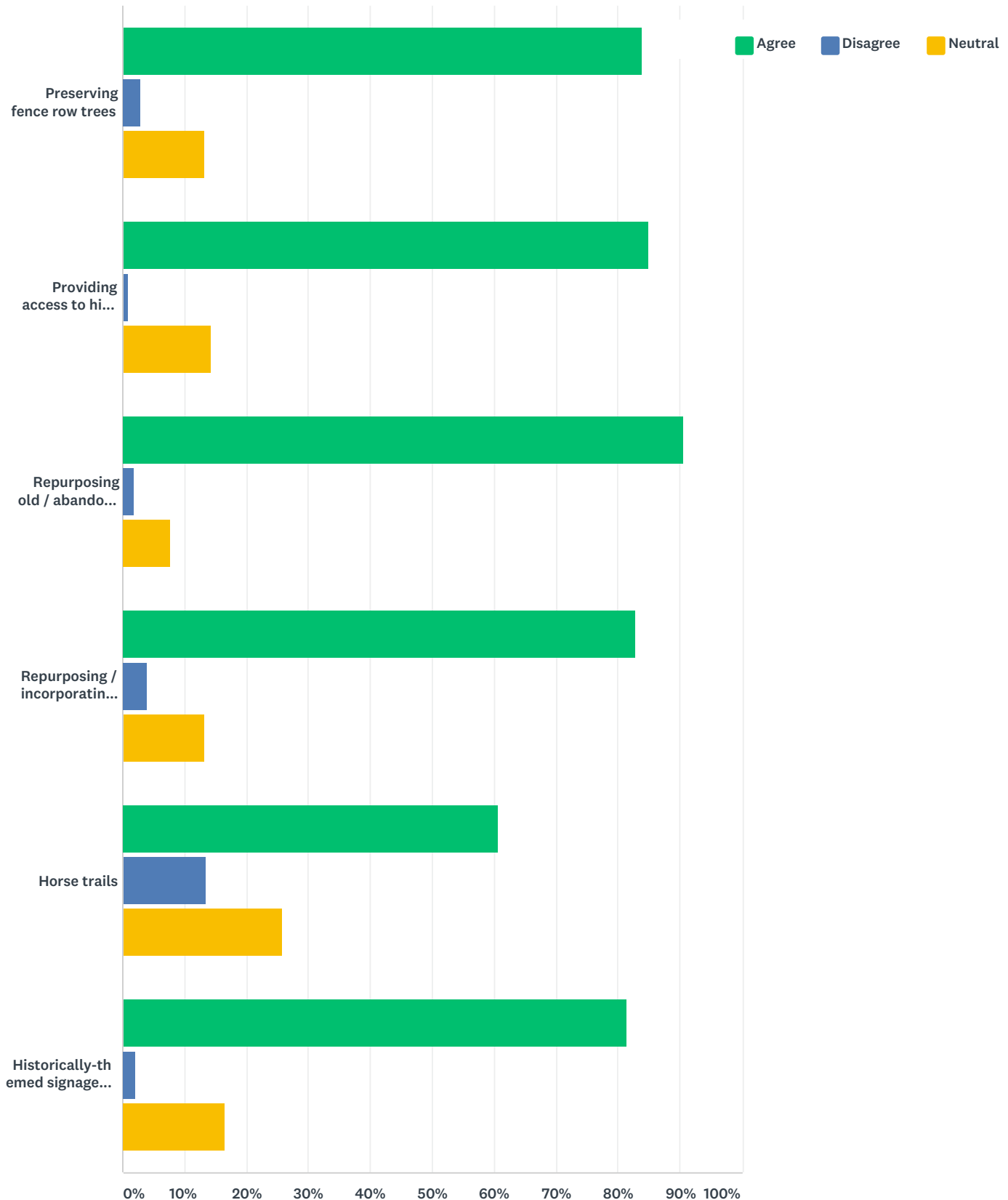


Analysis Notes

Common responses for areas where people may like to see trails developed included scenic areas and creeks, the neighborhoods developing in the southern area of the city, Old Celina Park and downtown.

QUESTION 13

To preserve or enhance the rural/historical character found in much of Celina today, would you be in favor any of the following as they relate to trails? (A = Agree; D = Disagree; N = Neutral)



QUESTION 13 (CONT'D.)

	AGREE	DISAGREE	NEUTRAL	TOTAL
Preserving fence row trees	83.94% 230	2.92% 8	13.14% 36	27
Providing access to high points for views	84.98% 232	0.73% 2	14.29% 39	27
Repurposing old / abandoned roadways	90.51% 248	1.82% 5	7.66% 21	27
Repurposing / incorporating railroad artifacts	82.85% 227	4.01% 11	13.14% 36	27
Horse trails	60.73% 167	13.45% 37	25.82% 71	27
Historically-themed signage and structures	81.39% 223	2.19% 6	16.42% 45	27

Attachment: Trail Master Plan (2019 - 7 : Trail Master Plan Adoption)

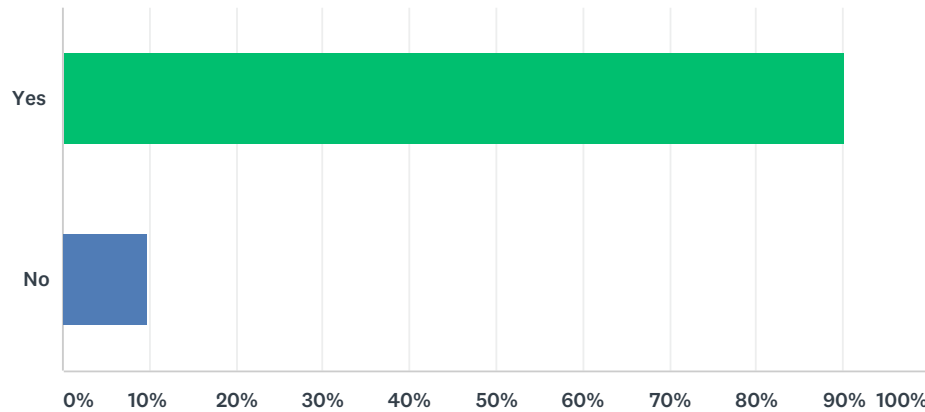
Analysis Notes

Preserving rural and historical character in Celina is highly important to respondents.

QUESTION 14

If Celina had safe off-street pedestrian/bicycle trails (e.g. sidewalks, creek trails) connecting neighborhoods, schools, recreation and civic uses, would you use them instead of driving sometime?

Answered: 277 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	90.25%	25
No	9.75%	2
TOTAL		27

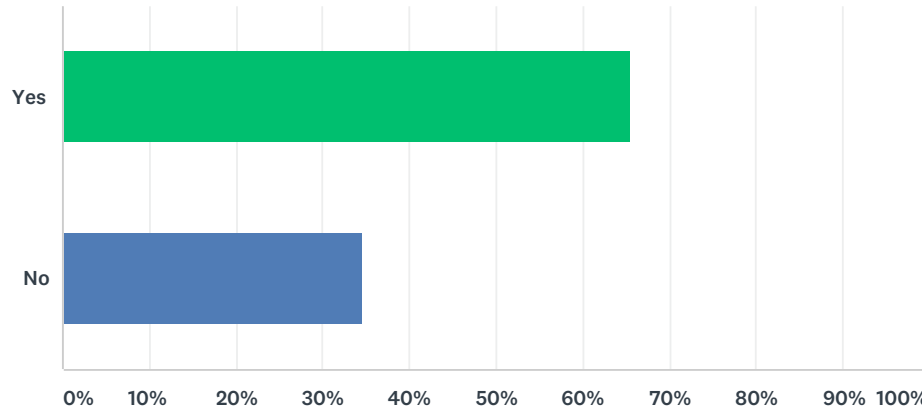
Analysis Notes

A very high percentage of respondents would use off-street bicycle and pedestrian trails instead of driving.

QUESTION 15

If Celina had safe on-street pedestrian/bicycle trails (e.g. dedicated bike lanes along roadways) connecting neighborhoods, schools, recreation and civic uses, would you use them instead of driving sometime?

Answered: 276 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	65.58%	18
No	34.42%	9
TOTAL		27

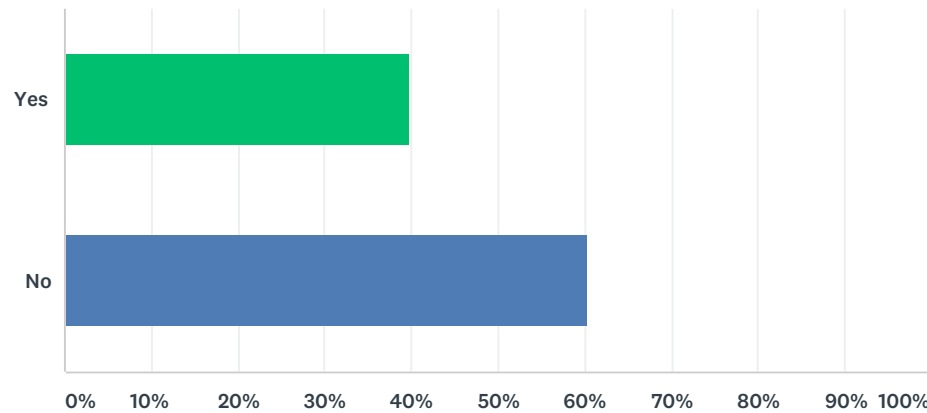
Analysis Notes

While not as enthusiastic as the previous question, still, more than 60% of respondents answered “yes” that they would use bike lanes along roadways instead of driving.

QUESTION 16

If an existing street had excess vehicular capacity, would you be in favor of the city modifying the street to include bike lanes if that means removing one or more vehicular lanes?

Answered: 277 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	39.71%	11
No	60.29%	16
TOTAL		27

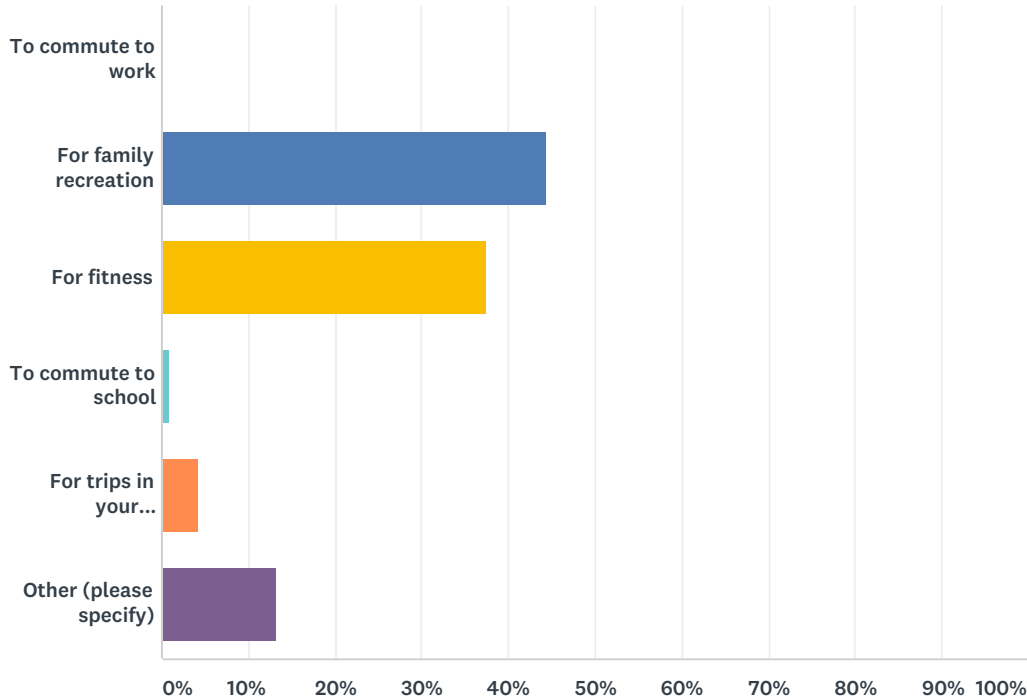
Analysis Notes

A significantly higher percentage of respondents would not be in favor of modifying roadways to include bike lanes than those who would.

QUESTION 17

What is your main purpose for cycling?

Answered: 259 Skipped: 18



ANSWER CHOICES	RESPONSES	
To commute to work	0.00%	
For family recreation	44.40%	11
For fitness	37.45%	9
To commute to school	0.77%	
For trips in your neighborhood	4.25%	1
Other (please specify)	13.13%	3
TOTAL		25

Attachment: Trail Master Plan (2019 - 7 : Trail Master Plan Adoption)

Analysis Notes

Most respondents cycle for recreation and fitness as opposed to commuting to work or to a destination.

QUESTION 18

Please tell us what specific off-street pedestrian/bicycle trails, areas of the city or destinations should be added to Celina's bicycle system?

(The word cloud provided below shows the most common responses as larger words, giving a general indication of the input received. Word clouds are useful when feedback is broad.)



Analysis Notes

Destinations that respondents prefer include downtown Celina, parks, schools and neighborhoods.

QUESTION 19

Please tell us what specific on-street bicycle routes, areas of the city or destinations should be added to Celina's bicycle system?

(The word cloud provided below shows the most common responses as larger words, giving a general indication of the input received. Word clouds are useful when feedback is broad.)



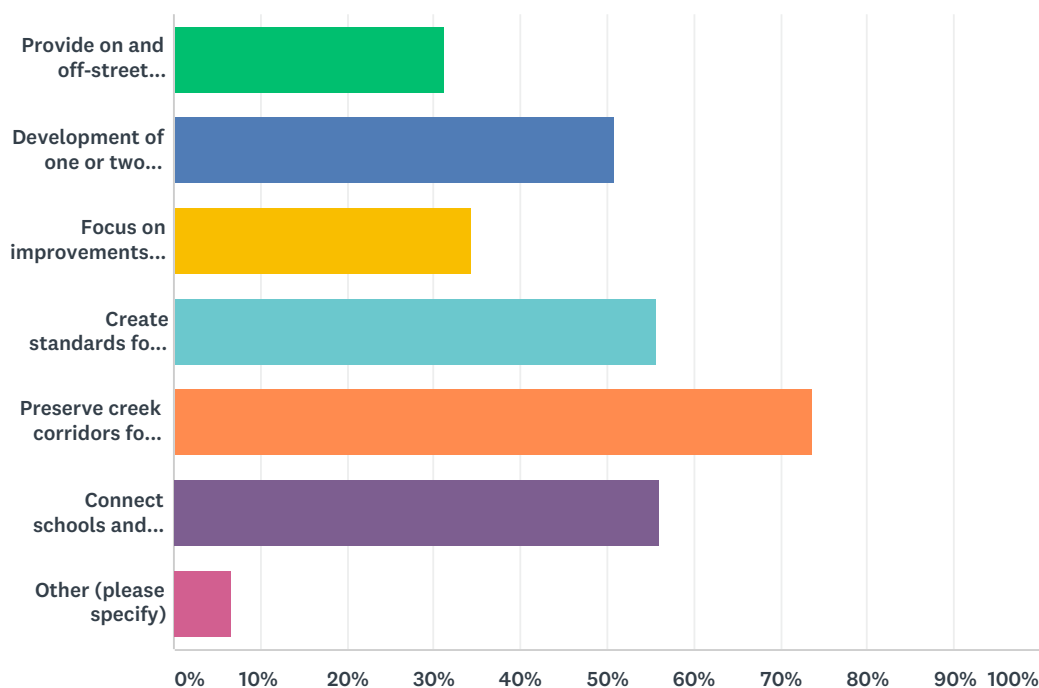
Analysis Notes

As with the previous question, destinations that respondents prefer include downtown Celina, parks, schools and neighborhoods.

QUESTION 20

What should Celina's trail and bicycle system priorities be over the next five to ten years? (Check all that apply)

Answered: 266 Skipped: 11



ANSWER CHOICES	RESPONSES	
Provide on and off-street bicycle facilities throughout the entire city	31.20%	8
Development of one or two long-distance, major routes	50.75%	13
Focus on improvements to reduce or eliminate key existing barriers to trail access	34.21%	9
Create standards for new development that promote bicycle access and pedestrian walkability	55.64%	14
Preserve creek corridors for future hike and bike trail development	73.68%	19
Connect schools and neighborhoods	56.02%	14
Other (please specify)	6.77%	1
Total Respondents: 266		

Attachment: Trail Master Plan (2019 - 7 : Trail Master Plan Adoption)

Analysis Notes

In line with previous responses, the top priority for trail development is preserving creek corridors followed by connecting schools and neighborhoods with major trails that are easy to access.

QUESTION 21

What cities and towns have you seen that have pedestrian trail and bicycle networks that we should look to review as it relates to Celina's future trail and bicycle network?)

(The word cloud provided below shows the most common responses as larger words, giving a general indication of the input received. Word clouds are useful when feedback is broad.)



Analysis Notes

Many neighboring and nearby cities such as McKinney, Plano, Frisco and Little Elm have trail systems and features that Celina may consider using as a model for future development.



APPENDIX B - GLOSSARY OF TERMS

In this document, certain terminology is used to describe various bicycle and pedestrian facilities. The following defines these terms.

WALKING AND PEDESTRIAN-ORIENTED TERMS

Accessible Pedestrian Signal (APS): A device that communicates information about pedestrian signal timing in non-visual format, through the use of audible tones (or verbal messages) and vibrating surfaces.

Americans with Disabilities Act (ADA): 1990 Federal law establishing the civil rights of people with disabilities. Prohibits discrimination against people with disabilities and requires common places used by the public to provide an equal opportunity for access.

Buffer: That portion of a highway, road or street between the curb-face or edge of the pavement and the sidewalk that provides a spatial buffer between vehicular traffic and pedestrians on sidewalks. Buffers often include landscape plantings such as grass, trees or shrubs, or utility poles, and may also be referred to as the “planting strip,” “landscape buffer,” “tree buffer” or “tree boxes.” Buffers can also include barriers such as highway guide rails (guardrails) or bollards. In rural or suburban areas the buffer may be a grassy swale or drainage ditch. In urban areas, downtowns, the buffer may also include street furniture, street signs, fire hydrants, vending boxes, lighting poles, etc.

Cross-slope: Defined as the slope measured perpendicular to the direction of travel. Cross-slope must be measured at specific points. The average cross-slope is the average of cross-slopes measured at regular intervals along the trail. Running cross-slope is defined as the average cross-slope of a contiguous section of trail. The running cross-slope can be determined by taking periodic measurements throughout a section of trail and then averaging the values.

Crosswalk: The horizontal portion of roadways, usually at intersections, reserved for pedestrian crossing; it may be marked or unmarked. Three marking patterns using white striping are most common: 1) Double Parallel lines, 2) “Zebra Stripes:” white cross hatches perpendicular to the pedestrian direction of travel, or 3) “Ladder:” perpendicular white cross hatches combined with double parallel lines on the outside edges.

Curb Ramp: A combined ramp and landing to provide access between street level and sidewalk level, usually at intersections or designated crosswalks. ADA accessible ramps must achieve particular design requirements

including a running grade no steeper than 1:20. Curb ramps are intended to provide street/sidewalk access to all types of pedestrians, as well as bicyclists who may be legally using the sidewalk or crosswalk.

Detectable Warning: A standardized surface feature built in or applied to walking surfaces or other elements to warn people who are blind or visually impaired of specified hazards.

Median Refuge: An area within an island or median that is intended for pedestrians to wait safely away from travel lanes for an opportunity to continue crossing the roadway.

Midblock Crosswalk: A legally established crosswalk that is not at an intersection.

Passing Space: Passing space is defined as a section of path wide enough to allow two wheelchair users to pass one another or travel abreast. Passing space interval is defined as the distance between passing spaces. Accessible passing spaces allow two wheelchairs to pass one another, or for one wheelchair user to turn in a complete circle. Passing spaces are recommended at regular intervals when the trail is narrow for long distances.

Pedestrian: A person walking or traveling by means of a wheelchair, electric scooter, crutches or other walking devices or mobility aids. Use of the term pedestrian is meant to include all disabled individuals regardless of which equipment they may use to assist their self-directed locomotion (unless they are using a bicycle). It also includes runners, joggers, those pulling or pushing strollers, carriages, carts and wagons, and those walking bicycles.

Pedestrian Access Route: A corridor of accessible travel through the public right-of-way that has, among other properties, a specified minimum width and cross slope.

Pedestrian Crossing Interval: The combined phases of a traffic signal cycle provided for a pedestrian crossing in a crosswalk, after leaving the top of a curb ramp or flush landing, to travel to the far side of the vehicular way or to a median, usually consisting of the WALK interval plus the pedestrian clearance interval.

Pedestrian Signal Indication: The illuminated WALK/DON'T WALK message (or walking person/hand symbols) that communicates the pedestrian phase of a traffic signal, and their audible and tactile equivalents.

Sidewalk: That portion of a highway, road or street specifically constructed for the use of pedestrians on the outside edge of the vehicular travel way. Sidewalks

are typically, but not always, curb-separated from the roadway and made of concrete, brick, asphalt or another hard surface materials.

Rest Area: Defined as level portions of a trail wide enough to provide wheelchair users and others a place to rest and gain relief from prevailing grade and cross-slope demands. Users can benefit from rest stops on steep or very exposed trails to pause from their exertions and enjoy the environment. Rest areas are most effective when placed at intermediate points, scenic lookouts, or near trail amenities. Rest areas located off the trail allow stopped trail users to move out of the way of continuing traffic (Figure 5-4). The most inviting rest areas have a bench, shade, a place to rest bicycles, and a trash receptacle.

BICYCLING AND PATHWAY-ORIENTED TERMS

Bicycle: Every vehicle propelled solely by human power upon which any person may ride, having two tandem wheels, except scooters and similar devices. The term “bicycle” in this planning process also includes three and four-wheeled human-powered vehicles, but not tricycles for children.

Bicycle Facilities: A general term denoting a variety of improvements and provisions that are made by public agencies to accommodate or encourage bicycling, including bike lanes, shared-use pathways, signed bike routes and bicycle parking and storage facilities.

Bicycle Network: A system of public bicycle facilities that can be mapped and used by bicyclists for transportation and recreational purposes.

Bike Lane: A portion of a roadway that has been designated by striping, signing and pavement markings for the preferential or exclusive use of bicyclists.

Bikeway: A generic term for any road, street, path, trail or way, that in some manner, is specifically designated for bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.

Shared Roadway: A roadway that is open to both bicycle and motor vehicle travel. Unless bicycle travel is explicitly prohibited, all highways, roads and streets are “Shared Roadways.” Some Shared Roadways may have wide curb lanes or paved shoulders, to increase comfort for bicyclists; however in most cases these roads do not have sufficient width to accommodate a Designated Bike Lane.

Shared Use Path (or Pathway): A bicycle and pedestrian path separated from motorized vehicular traffic by an open space, barrier or curb. Shared-Use Paths may be within the highway right-of-way (often termed “side-path”) or within an independent right-of-way, such as on an abandoned railroad bed or along a stream valley park. Shared use paths typically accommodate two-way travel and are open to pedestrians, in-line skaters, wheelchair users, joggers and other non-motorized path users. They are typically surfaced in asphalt or concrete, but may have hard-packed/all-weather gravel or dirt surfaces as well.

Shoulder: Any portion of a roadway to the right of the right-most travel lane, but not including curbs, planting buffers and sidewalks. Shoulders can have a variety of surface treatments including pavement, gravel or grass. Depending on their width and surface, they serve a variety of purposes, including providing space for vehicles to slow and turn right, accommodation of stopped or broken-down vehicles, to allow emergency vehicles to pass, for structural support of the roadbed, or for bicycle and pedestrian travel.

Signed Shared Roadway (Signed Bike Route): A shared roadway that has been designated by signs as a preferred route for bicycle use.

Trail: The word “trail” has come to mean a wide variety of facilities types, including everything from a “marked or beaten path, as through woods or wilderness” to a paved “multi-use trail”. For this reason, this planning process will not use the word “trail” to reference a facility intended for bicycle transportation. We urge use of the term Shared Use Path in place of Multi-Use Trail. Note: Several of these definitions are taken from the American Association of State Highway and Transportation Officials (AASHTO) “Guide for the Development of Bicycle Facilities,” 1999 Edition.

FUNDING AND IMPLEMENTATION

Annual Appropriation/Leasehold Financing: This is a more complex financing structure which requires use of a third party to act as issuer of the bonds, construct the facility, and retain title until the bonds are retired. The city enters into a lease agreement with the third party, with annual lease payments equal to the debt service requirements. The bonds issued by the third party are considered less secure than general obligation bonds of the city, and therefore more costly. Since a separate corporation issues these bonds, they do not impact the city’s debt limitations and do not require a vote. However, they also do not entitle the city to levy property taxes to service the debt. The annual lease payments must be

appropriated from existing revenues.

Capital Improvement Fees: These fees are on top of the set user rate for accessing facilities such as golf courses, recreation centers, and pool facilities to support capital improvements that benefit the user of the facility.

Easements: This revenue source is available when the city allows utility companies, businesses or individuals to develop some type of an improvement above or below ground on their property for a set period of time and a set dollar amount to be received by the city on an annual basis.

General Obligation Bonds: Bonded indebtedness issued with the approval of the electorate for capital improvements and general public improvements.

Greenway Utility: Greenway utilities are used to finance acquisition and development of the greenways by selling the development rights underground for the fiber optic types of businesses.

Inter-local Agreements: Contractual relationships entered into between two or more local units of government and/ or between a local unit of government and a non-profit organization for the joint usage/development of sports fields, regional parks, or other facilities.

Park Dedication and Development Fees: These fees, as currently assessed by The Colony, are for the development of residential properties with the proceeds to be used for parks and recreation purposes, neighborhood park acquisition, and development.

Public Improvement District (PID): New developments can establish a PID when authorized by the City Council and legally set up according to state law. This taxing district provides funds especially for the operation and maintenance of public amenities such as parks and major boulevards.

Recreation Service Fees: This is a dedicated user fee, which can be established by a local ordinance or other government procedures for the purpose of constructing and maintaining recreation facilities. The fee can apply to all organized activities, which require a reservation of some type or other purposes, as defined by the local government. Examples of such activities include adult basketball, volleyball, tennis, and softball leagues, youth baseball, soccer, football and softball leagues, and special interest classes. The fee allows participants an opportunity to contribute toward the upkeep of the facilities being used.

Revenue Bonds: Bonds used for capital projects that will generate revenue for debt service where fees can be set aside to support repayment of the bond.

Tax Increment Finance (TIF) District: Tax Increment Finance districts (TIF's) are established to provide funds for certain types of public improvements that benefit a defined area of affected properties. Revenue is generated through the incremental increase in property tax revenue above a specified threshold being applied to accounts for use in improvements that may include most public infrastructure improvements including parks and landscaping.

User Fees/Charges: User fees are primarily established to cover operational costs, but can be used for debt service on revenue bonds.

EXTERNAL FUNDING

Community Development Block Grant (CDBG): Funding received in accordance with the CDBG Programs national objectives as established by the U.S Department of Housing and Urban Development. Funding may be applied to such programs as infrastructure improvements, public facility and park improvements, human service enhancements, lead-based paint education and reduction, housing education assistance, and economic development and anti-poverty strategies.

Grants: Grants for parks and recreation are typically administered through the state and are competed for by municipalities. These grants require some level of local funding. They also generally have a long lead time due to funding cycles and application requirements. Following is a list of those currently funded or anticipated to be funded:

Indoor Recreation Facility Grants: This program provides 50% matching grant funds to municipalities, counties, MUDs, and other local units of government with a population less than 500,000 to construct recreation centers, community centers, nature centers and other facilities (buildings). The grant maximum will increase to \$750,000 per application. The application deadline will be July 31st each year (with master plan submission deadline 60 days prior to application deadline). Award notifications occur the following January.

Outdoor Recreation Grants: This program provides 50% matching grant funds to municipalities, counties, Municipal Utility Districts (MUDs) and other local units of government with a population less than 500,000 to acquire and develop parkland or to renovate existing public recreation areas. There are two funding cycles per year with a maximum award of \$500,000. Projects must be completed within three years of approval. Beginning in 2009, deadlines are January 31st and July 31st each year thereafter (with master plans submission deadline

60 days prior to application deadline).

Shade Structure Program: The American Academy of Dermatology's Shade Structure Program awards funds for the purchase for permanent shade structures to nonprofit organizations in need of shade for outdoor locations. These locations include any areas where children and adults gather and are exposed to the harmful ultraviolet (UV) rays of the sun, such as playgrounds, pools, bleachers, eating areas and other recreation areas. The deadline is typically April of each year and is open to 501(c) (3) organizations.

OTHER FUNDING

Advertising Sales: This revenue source is for the sale of tasteful and appropriate advertising on park and recreation related items such as in the city's program guide, on scoreboards, dasher boards and other visible products or services that are consumable or permanent that exposes the product or service to many people.

Catering Permits and Services: Similar to user fees, this is a license to allow caterers to work in the park system on a permit basis with a set fee or a percentage of food sales returning to the city. Also, many cities have their own catering service and receive a percentage of dollars off the sale of their food. These funds can be used to off-set debt service

Concession Management: Concession management is from retail sales or rentals of soft goods, hard goods, or consumable items. The city either contracts for the service or receives a set amount of the gross percentage or the full revenue dollars that incorporates a profit after expenses. or fund a dedicated capital improvement budget.

Corporate Sponsorships: This revenue funding source allows corporations to invest in the development or enhancement of new or existing facilities in park systems. Sponsorships are also highly used for programs and events.

Friends Associations: These groups are formed to raise money typically for a single focus purpose that could include a park facility or program that will better the community as a whole and their special interest.

Irrevocable Remainder Trusts: These trusts are set up with individuals who typically have more than a million dollars in wealth. They will leave a portion of their wealth to the city in a trust fund that allows the fund to grow over a period of time and then is available for the city to use a portion of the interest to support specific park and recreation facilities or programs that are designated by

the trustee.

Naming Rights: Many cities and counties have turned to selling the naming rights for new trails, buildings or renovation of existing buildings and parks for the development cost associated with the improvement.

Pouring Rights: Private soft drink companies that execute agreements with the city for exclusive pouring rights within park facilities. A portion of the gross sales goes back to the city to off-set debt service or fund a dedicated capital improvement budget.

Public/Private Partnerships (PPP): Partnerships are a very effective method for leveraging The Colony's resources to the greatest extent possible. These partnerships should be based on formal agreements and supported by a policy approved by the Parks and Recreation Board and City Council. Partnerships are joint development funding sources or operational funding sources between two separate agencies, such as two government entities, a non-profit and a city department, or a private business and a city agency. Two partners jointly develop revenue producing park and recreation facilities and share risk, operational costs, responsibilities and asset management, based on the strengths and weaknesses of each partner.

Private Concessionaires: Contract with a private business to provide and operate desirable recreational activities financed, constructed, and operated by the private sector, with additional compensation paid to the city.

Private Developers: These developers lease space from city owned land through a subordinate lease that pays out a set dollar amount plus a percentage of gross dollars for recreation enhancements. These could include a golf course, marina, restaurants, driving ranges, sports complexes, equestrian facilities, recreation centers and arenas.

Private Donations: Private Donations may also be received in the form of funds, land, facilities, recreation equipment, art or in-kind services. Donations from local and regional businesses as sponsors for events or facilities should be pursued.



**CITY OF CELINA, TEXAS
ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS,
ADOPTING THE TRAIL MASTER PLAN; AUTHORIZING PUBLICATION;**

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, the City Council deems it in the best interests of the public to adopt this ordinance for the Trail Master Plan, to reflect the vision of the community for Trails in Celina and to establish guidelines and considerations for the future recreation of the community; and

WHEREAS, the Parks Board Commission has forwarded their recommendation to the City Council of the final draft of the Trail Master Plan; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the purposes of this ordinance are to promote the public health, safety, and general welfare of the citizens of the City of Celina.

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

SECTION 1
FINDINGS

THAT 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.

THAT the document entitled "Trail Master Plan" is hereby adopted as the guide for future development, redevelopment, and improvement of Celina Trails.

SECTION 2
SAVINGS

Attachment: Ordinance (2019 - 7 : Trail Master Plan Adoption)

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting the comprehensive plan 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 3 **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 4 **PUBLICATION**

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

SECTION 5 **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 6
EFFECTIVE
DATE

This ordinance shall become effective from and after its date of passage

Be it Ordained by the City Council of the City of Celina, Texas.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____ day of _____, 2019.

Sean Terry
Mayor, City of Celina

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Ordinance (2019 - 7 : Trail Master Plan Adoption)



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: March 19, 2019
Re: Utility Rate Correction Ordinance

Action Requested:

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)

Background Information:

This ordinance corrects minor clerical errors in the ordinance adopted by Council in November of 2018. The exhibit from the November ordinance included incorrect volumetric rate amounts for Residential and Commercial Wastewater outside the City limits; this ordinance lowers those amounts to the correct rates. The ordinance also aligns the Residential Outside minimum charges to the correct year.

Notifications for the rates released on the City website, newsletter, and postcards mailed out to residents all contained the correct rate information, and customers have been billed the correct amounts.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This document has been reviewed by the City Attorney.

Supporting Documents:

- Proposed ordinance & rate schedule

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS**ORDINANCE NO. 2019-_____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CORRECTING A CLERICAL ERROR IN APPENDIX A: FEE SCHEDULE; ARTICLE A5.000: UTILITY RATES AND CHARGES; SECTION A5.002 WATER RATES AND SECTION A5.003 SEWER RATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the “City”) is a Type A General Law municipality located in Collin County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the City Council desires to correct a clerical error in the City Code of Ordinances Appendix A: Fee Schedule; Article A5.000: Utility Rates and Charges; Section A5.002 Water Rates and Section A5.003 Sewer Rate is hereby amended as follows.

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

SECTION 1

The Code of Ordinances Appendix A: Fee Schedule; Article A5.000: Utility Rates and Charges; Section A5.002 Water Rates and Section A5.003 Sewer Rate is hereby amended to correct the current language of that section to the actual rates and charges approved, which are set forth in the attached Exhibit A and incorporated herein for all purposes.

SECTION 2
EFFECTIVE DATE

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the _____ day of _____ 2019.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

Lance Vanzant, City Attorney
City of Celina, Texas

Attachment: Utility Rates Correction Ordinance with Exhibits (2019 - 8 : Utility Rate Correction Ordinance)

Exhibit A

**CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL**

**Effective
Feb-19**

**Effective
Jan-20**

**Effective
Jan-21**

City Rate Plan -- Three Year Summary

Scen: 2018 11 14 Scenario 2 -- WW Inverted Block

1 Water Monthly Rates and Charges

CITY Water Rate and Charges

W1 Residential

Monthly Minimum Charge

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

Volume Rate/1,000 Gal

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

W2 Residential Outside

Monthly Minimum Charge

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

Volume Rate/1,000 Gal

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

W3 Commercial

Monthly Minimum Charge

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

Volume Rate/1,000 Gal

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

W4 Commercial Outside

Monthly Minimum Charge

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

Volume Rate/1,000 Gal

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

Attachment: Utility Rates Correction Ordinance with Exhibits (2019 - 8 : Utility Rate Correction Ordinance)

**CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL**

**Effective
Feb-19**

**Effective
Jan-20**

**Effective
Jan-21**

City Rate Plan -- Three Year Summary

Scen: 2018 11 14 Scenario 2 -- WW Inverted Block

2 Wastewater Monthly Rates and Charges

Residential

Monthly Minimum Charge

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

Volume Rate/1,000 Gal

2,001	5,000	5.84	6.37	6.94
5,001	Maximum	7.23	7.88	8.59
	Maximum Gallons	13,000	12,000	11,000

Residential Outside

Monthly Minimum Charge

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

Volume Rate/1,000 Gal

2,001	5,000	8.76	9.55	10.41
5,001	Maximum	10.85	11.82	12.89
	Maximum Gallons	13,000	12,000	11,000

Commercial

Monthly Minimum Charge

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

Volume Rate/1,000 Gal

2,001	Above	6.37	6.94	7.56
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Commercial Outside

Monthly Minimum Charge

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

Volume Rate/1,000 Gal

2,001	Above	9.55	10.41	11.34
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Attachment: Utility Rates Correction Ordinance with Exhibits (2019 - 8 : Utility Rate Correction Ordinance)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: March 19, 2019
Re: 2016-2017 Fiscal Year Audit

Action Requested:

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

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Audit

Staff Recommendation:

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BASIC FINANCIAL STATEMENTS

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FINANCIAL STATEMENTS
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Attachment: Draft Audit (Audit)

**CITY OF CELINA, TEXAS
STATEMENT OF NET POSITION
SEPTEMBER 30, 2018**

	Primary Government			
	Governmental Activities	Business-type Activities	Total	Component Units
Assets				
Cash and cash equivalents	\$ 12,608,922	\$ 12,912,649	\$ 25,521,571	\$ 1,686,224
Investment in Texpool	2,436	3,255	5,691	
Property taxes receivable, net	29,082		29,082	
Sales taxes receivable	203,665		203,665	203,665
Accounts receivable, net	44,906	1,501,039	1,545,945	
Other receivables	144,096		144,096	
Due from component units	96,540		96,540	
Prepaid items	7,322	393,023	400,345	
Net pension asset	329,316	44,297	373,613	
Restricted assets:				
Cash and cash equivalents	37,696,059	37,418,734	75,114,793	
Property taxes receivable, net	11,803		11,803	
Capital assets:				
Land	3,637,345	1,328,043	4,965,388	
Construction in progress	2,864,975	11,570,190	14,435,165	
Capital assets, net	49,762,900	37,175,568	86,938,468	
Total Assets	107,439,367	102,346,798	209,786,165	1,889,889
Deferred outflows of resources:				
Deferred outflows - related to pensions	389,858	56,159	446,017	
Deferred outflows - related to OPEB	11,745	1,629	13,374	
Total Assets and deferred outflows of resources	107,840,970	102,404,586	210,245,556	1,889,889
Liabilities				
Accounts payable	807,980	643,517	1,451,497	
Accrued salaries and benefits	658,758	81,598	740,356	
Accrued interest				3,371
Unearned revenue	8,136,682	7,918,309	16,054,991	
Meter deposits payable		622,234	622,234	
Escrow deposits	1,122,392		1,122,392	
OPEB liability	61,524	8,533	70,057	
Due to primary government				96,540
Payable from restricted assets:				
Accounts payable for capital projects		1,733,621	1,733,621	
Accrued interest	143,013	105,278	248,291	
Long-term liabilities:				
Due within one year:				
Bonds payable	2,126,055	1,520,733	3,646,788	
Infrastructure advance from CISD		72,503	72,503	
Due in more than one year:				
Note Payable				1,044,263
Bonds payable	45,630,486	65,133,971	110,764,457	
Total Liabilities	58,686,890	77,840,297	136,527,187	1,144,174
Deferred inflows of resources:				
Deferred inflows - related to pensions	197,420	26,756	224,176	
Total deferred inflows of resources	197,420	26,756	224,176	-
Net Position				
Net investment in capital assets	32,376,605	18,675,162	51,051,767	
Restricted for debt service	1,825,333		1,825,333	
Restricted for capital projects (\$28,403,650) net of related debt (\$23,867,926)	4,535,724		4,535,724	
Restricted for capital projects (\$35,328,568) net of related debt (\$35,328,568)				
Unrestricted	10,218,998	5,862,371	16,081,369	745,715
Total Net Position	\$ 48,956,660	\$ 24,537,533	\$ 73,494,193	\$ 745,715

The accompanying notes are an integral part of these financial statements.

**CITY OF CELINA, TEXAS
STATEMENT OF ACTIVITIES
Year Ended September 30, 2018**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position			Aggregate Component Units
		Charges For Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total Primary Government	
Governmental activities:								
Administration	\$ 3,305,724	\$ -	\$ -	\$ -	\$ (3,305,724)		\$ (3,305,724)	\$ -
Judicial	173,809				(173,809)		(173,809)	
Fire and emergency services	2,898,525	1,031,818			(1,866,707)		(1,866,707)	
Development services	1,812,852	119,344			(1,693,508)		(1,693,508)	
Public works	5,760,436	5,982,027			221,591		221,591	
Police department	2,598,590	141,900	1,610		(2,455,080)		(2,455,080)	
Parks and recreation	1,284,123	183,034		1,441,125	340,036		340,036	
Library	230,781				(230,781)		(230,781)	
Infrastructure	823,826	407,707	18,924,564		18,508,445		18,508,445	
Main street project	59,285				(59,285)		(59,285)	
Economic development					-		-	(912,979)
Community development								(200,000)
Interest and fiscal charges	840,645		200,000		(640,645)		(640,645)	
Total governmental activities	19,788,596	7,865,830	19,126,174	1,441,125	8,644,533		8,644,533	(1,112,979)
Business-type activities:								
Water and sewer services	12,887,075	16,506,407	3,432,870			7,052,202	7,052,202	
Total business-type activities	12,887,075	16,506,407	3,432,870	-	-	7,052,202	7,052,202	
Total all activities	\$ 32,675,671	\$ 24,372,237	\$ 22,559,044	\$ 1,441,125	\$ 8,644,533	\$ 7,052,202	\$ 15,696,735	\$ (1,112,979)
General revenues:								
Ad valorem taxes					7,464,462		7,464,462	
Sales taxes					1,150,663		1,150,663	1,146,290
Franchise taxes					420,352		420,352	
Miscellaneous					1,177,894		1,177,894	14,850
Unrestricted investment earnings					436,017	332,227	768,244	13,770
Transfers					(907,706)	907,706	-	
Total general revenues and transfers					9,741,682	1,239,933	10,981,615	1,174,910
Change in net position					18,386,215	8,292,135	26,678,350	61,931
Net Position-beginning of year					30,608,404	16,250,662	46,859,066	683,784
Prior period adjustment					(37,959)	(5,264)	(43,223)	-
Net Position-end of year					\$ 48,956,660	\$ 24,537,533	\$ 73,494,193	\$ 745,715

The accompanying notes are an integral part of these financial statements.

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GOVERNMENTAL FUNDS
FINANCIAL STATEMENTS
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**CITY OF CELINA, TEXAS
BALANCE SHEET
GOVERNMENTAL FUNDS
September 30, 2018**

	General Fund	Debt Service Fund	Fire Improvement Fund	Street Construction Fund	Facilities Improvement Fund	Other Governmental Funds	Total Governmental Funds
Assets							
Cash and cash equivalents	\$ 10,254,515	\$ 1,730,308	\$ -	\$ -	\$ -	\$ 624,099	\$ 12,608,922
Investment in Texpool	2,436						2,436
Cash and cash equivalents - restricted			7,777,105	12,233,501	7,978,823	9,706,630	37,696,059
Sales taxes receivable	203,665						203,665
Property taxes receivable, net	29,082	11,803					40,885
EMS receivable, net	44,906						44,906
Other receivables	131,368						131,368
Prepaid items	7,322						7,322
Due from component units	96,768						96,768
Due from other funds		83,375					83,375
Total Assets	\$ 10,770,062	\$ 1,825,486	\$ 7,777,105	\$ 12,233,501	\$ 7,978,823	\$ 10,330,729	\$ 50,915,706
Liabilities							
Accounts payable	298,083		177,505	126,944	128,310	77,138	807,980
Accrued salaries and benefits	312,335	153					312,488
Due to other funds	82,724					879	83,603
Escrowed funds	1,122,392						1,122,392
Unearned revenue	14,320			4,589,310		3,533,052	8,136,682
Total Liabilities	1,829,854	153	177,505	4,716,254	128,310	3,611,069	10,463,145
Deferred Inflows of Resources							
Unavailable property taxes receivable	29,032	11,803					40,835
Total Deferred Inflows of Resources	29,032	11,803	-	-	-	-	40,835
Fund Balances							
Nonspendable:							
Prepays	7,322						7,322
Restricted for:							
Capital Projects			7,599,600	7,517,247	7,850,513	6,096,504	29,063,864
Debt Service		1,813,530					1,813,530
Assigned for use in specific funds						623,156	623,156
Unassigned	8,903,854						8,903,854
Total Fund Balances	8,911,176	1,813,530	7,599,600	7,517,247	7,850,513	6,719,660	40,411,726
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 10,770,062	\$ 1,825,486	\$ 7,777,105	\$ 12,233,501	\$ 7,978,823	\$ 10,330,729	\$ 50,915,706

The accompanying notes are an integral part of these financial statements.

CITY OF CELINA, TEXAS
Reconciliation of the Governmental Fund Balance Sheet
to the Statement of Net Position
Year Ended September 30, 2018

Amounts presented for governmental activities in the statement of net position are different because:

\$ 40,411,726

Capital assets reported in the statement of net position are not financial resources and are not reported in the fund balance sheet.

56,265,220

Other long-term assets (receivables) are not available to pay current-period expenditures and therefore are deferred in the funds. These include deferred property taxes of \$40,835 and fines receivable of \$12,728.

53,563

Net pension assets \$329,316, the related deferred outflows of resources \$389,858, the related deferred inflows of resources (\$197,420) are not available to pay current-period expenditures and therefore are not recorded in the funds.

521,754

OBEP liability (\$61,524) and the related deferred outflows of resources \$11,745 are not available to pay current-period expenditures and therefore are not recorded in the funds.

(49,779)

Interest due on long-term debt is recorded as accrued interest payable in the statement of net position but does not become a liability on the fund statements until the date due.

(143,013)

Long-term liabilities are reported in the statement of net position but they are not due and payable in the current period and therefore are not reported as liabilities in the fund balance sheet.

(48,102,811)

Net Position of Governmental Activities

\$ 48,956,660

Attachment: Draft Audit (Audit)

CITY OF CELINA, TEXAS
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2018

	General Fund	Debt Service Fund	Fire Improvement Fund	Street Construction Fund	Facilities Improvement Fund	Other Governmental Funds	Total Governmental Funds
Revenues:							
Ad valorem taxes	\$ 4,899,354	\$ 2,555,174	\$ -	\$ -	\$ -	\$ -	\$ 7,454,528
Franchise taxes	420,352						420,352
Sales tax	1,150,663						1,150,663
Permits and inspection fees	5,982,027						5,982,027
Component unit contributions		200,000					200,000
Development fees	119,344						119,344
Developer park contributions						1,441,125	1,441,125
Fire department, EMS, and police revenues	1,031,818						1,031,818
Fines	142,332						142,332
Special events and donations	81,695					83,493	165,188
Park fees and donations	183,034						183,034
Other income	155,777				25,000	1,246,240	1,427,017
Interest	142,169	33,139	23,692	93,568	18,205	125,244	436,017
Federal, state & local grants						1,610	1,610
Total Revenues	14,308,565	2,788,313	23,692	93,568	43,205	2,897,712	20,155,055
Expenditures:							
Current:							
Administration	3,029,913					6,288	3,036,201
Judicial	172,610						172,610
Fire and emergency services	2,435,746					9,467	2,445,213
Development services	1,787,306						1,787,306
Public works	1,120,923			4,355,918	10,152	117,037	5,604,030
Police department	2,367,180					6,857	2,374,037
Parks and recreation	802,479					176,000	978,479
Library	230,090						230,090
Main street project						59,285	59,285
Capital Outlay			889,062	536,960	346,134	2,065,746	3,837,902
Debt Service:							
Principal		1,436,110					1,436,110
Interest and fiscal charges		908,016					908,016
Bond issuance cost		146,002					146,002
Total Expenditures	11,946,247	2,490,128	889,062	4,892,878	356,286	2,440,680	23,015,281
Excess (Deficiency) of							
Revenues Over Expenditures	2,362,318	298,185	(865,370)	(4,799,310)	(313,081)	457,032	(2,860,226)
Other Financing Sources (Uses):							
Issuance of bonds		1,768,107	7,500,000	6,419,060	7,355,000		23,042,167
Transfers in (out)	(16,997)	(1,622,105)				731,396	(907,706)
Net Other Financing Sources (Uses)	(16,997)	146,002	7,500,000	6,419,060	7,355,000	731,396	22,134,461
Net change in fund balances	2,345,321	444,187	6,634,630	1,619,750	7,041,919	1,188,428	19,274,235
Fund balance, October 1	6,565,855	1,369,343	964,970	5,897,497	808,594	5,531,232	21,137,491
Fund balance, September 30	\$ 8,911,176	\$ 1,813,530	\$ 7,599,600	\$ 7,517,247	\$ 7,850,513	\$ 6,719,660	\$ 40,411,726

Attachment: Draft Audit (Audit)

The accompanying notes are an integral part of these financial statements.

CITY OF CELINA, TEXAS
Reconciliation of the Statement of Revenues, Expenditures,
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
Year Ended September 30, 2018

Net change in fund balances - total governmental funds **\$ 19,274,235**

Amounts reported for governmental activities in the statement of net position are different because:

Governmental funds report capital outlays as expenditures, while in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay of \$3,837,902 exceeded depreciation expense of \$(2,065,683).

1,772,219

Proceeds from the issuance of long-term debt provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. This is the amount of debt retired for the year \$1,436,110 plus debt refunded \$4,387,894, less new bonds issued (\$25,820,000) and deferred bond credits (\$1,610,061).

(21,606,057)

Changes in the liabilities for compensated absences do not require the use of current resources and therefore are not recorded in the funds.

(89,894)

Changes in long term amounts for net pension assets \$287,461, the related deferred outflows of resources related to pensions (\$90,477), and the related deferred inflows of resources related to pensions (\$144,285) are not recorded in the funds.

52,699

Changes in long term amounts for OBEB liability (\$18,764), the related deferred outflows of resources \$6,944 are not recorded in the funds.

(11,820)

Revenues in the statement of activities that do not provide current resources are not reported as revenues in the funds. This includes the change in deferred inflows from ad valorem taxes of \$9,934, the change in fines receivable of (\$7,036), and capital contributions of \$18,924,564.

18,927,462

Some expenses in the statement of activities do not require the use of current financial resources and are not reported as expenditures in governmental funds. These include the amortization of bond premiums, \$134,440; and the increase in accrued interest on debt (\$67,069).

67,371

Change in net position - governmental activities

\$ 18,386,215

The accompanying notes are an integral part of these financial statements.

CITY OF CELINA, TEXAS
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - General Fund
Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
REVENUES:				
Ad valorem taxes	\$ 4,519,779	\$ 4,877,691	\$ 4,899,354	\$ 21,663
Franchise taxes	326,261	328,090	420,352	92,262
Sales tax	1,045,352	1,062,748	1,150,663	87,915
Permits and inspection fees	3,989,700	6,040,964	5,982,027	(58,937)
Development fees	150,000	123,288	119,344	(3,944)
Fire department and EMS revenues	684,000	941,365	1,031,818	90,453
Fines	222,000	155,534	142,332	(13,202)
Special events and donations	89,308	72,933	81,695	8,762
Park fees	163,500	159,141	183,034	23,893
Other income	43,054	185,719	155,777	(29,942)
Interest	75,725	92,810	142,169	49,359
Total Revenues	11,308,679	14,040,283	14,308,565	268,282
EXPENDITURES:				
Administration	3,228,635	3,298,816	3,029,913	268,903
Judicial	183,125	187,390	172,610	14,780
Fire and emergency services	2,550,164	2,555,842	2,435,746	120,096
Development services	1,635,240	1,835,168	1,787,306	47,862
Public works	1,014,067	1,165,383	1,120,923	44,460
Police department	2,513,424	2,515,102	2,367,180	147,922
Parks and recreation	903,907	904,407	802,479	101,928
Library	263,569	263,919	230,090	33,829
Total Expenditures	12,292,131	12,726,027	11,946,247	779,780
Excess (deficiency) of revenues over (under) expenditures	(983,452)	1,314,256	2,362,318	1,048,062
OTHER FINANCING SOURCES (USES):				
Transfers in (out)	983,003	(16,997)	(16,997)	-
Total Other Financing Sources (Uses)	983,003	(16,997)	(16,997)	-
Net change in fund balance	(449)	1,297,259	2,345,321	1,048,062
Fund balance, October 1	6,565,855	6,565,855	6,565,855	-
Fund balance, September 30	\$ 6,565,406	\$ 7,863,114	\$ 8,911,176	\$ 1,048,062

SCHEDULE NOTES:

The budget for the General Fund is adopted on a basis consistent with generally accepted accounting principles.

Attachment: Draft Audit (Audit)

The accompanying notes are an integral part of these financial statements.

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**PROPRIETARY FUND
FINANCIAL STATEMENTS**

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CITY OF CELINA, TEXAS
STATEMENT OF FUND NET POSITION
PROPRIETARY FUND
SEPTEMBER 30, 2018

	<u>Enterprise Fund</u> <u>Water & Sewer</u> <u>Activities</u>
Assets	
Cash and cash equivalents	\$ 12,912,649
Cash and cash equivalents - restricted for capital projects	1,733,621
Investment in TexPool	3,255
Accounts receivable, net	1,501,039
Prepaid UTRWD facilities charges	393,023
Total current assets	<u>16,543,587</u>
Noncurrent Assets:	
Cash and cash equivalents - restricted for capital projects	35,685,113
Net pension asset	44,297
Capital Assets:	
Non-depreciable land	1,328,043
Non-depreciable construction in progress	11,570,190
Depreciable capital assets, net	37,175,568
Capital Assets, net	<u>50,073,801</u>
Total noncurrent assets	<u>85,803,211</u>
Deferred outflows of resources:	
Deferred outflows - related to pensions	56,159
Deferred outflows - related to OPEB	1,629
Total deferred outflows of resources	<u>57,788</u>
Total assets and deferred outflows of resources	<u>\$ 102,404,586</u>
Liabilities	
Accounts payable	643,517
Accounts payable for capital projects	1,733,621
Accrued salaries and benefits	81,598
Bonds payable - current	1,520,733
Infrastructure advance from CISD - current	72,503
Accrued interest payable	105,278
Meter deposits payable	622,234
OPEB liability	8,533
Unearned revenue	7,918,309
Total current liabilities	<u>12,706,326</u>
Bonds payable - long-term	65,133,971
Total non-current liabilities	<u>65,133,971</u>
Total liabilities	<u>77,840,297</u>
Deferred inflows of resources:	
Deferred inflows - related to pensions	26,756
Total deferred inflows of resources	<u>26,756</u>
Net Position	
Net investment in capital assets	18,675,162
Restricted for capital projects (\$35,328,568), net of related debt (\$35,328,568)	-
Unrestricted	5,862,371
Total Net Position	<u>\$ 24,537,533</u>

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Fund
Year Ended September 30, 2018

	<u>Enterprise Fund</u> <u>Water & Sewer</u> <u>Activities</u>
Operating revenues:	
Water sales	\$ 6,437,153
Sewer sales	3,077,772
Garbage fees	687,200
Penalties	171,515
Tap and reconnect fees	1,829,970
Impact fees	1,558,580
Other revenues	2,744,217
Total Operating Revenues	<u>16,506,407</u>
Operating expenses:	
Salaries and benefits	1,143,707
Garbage fees	617,144
Materials and supplies	855,742
Postage	47,055
Repairs and facility maintenance	329,156
General insurance	27,809
Utilities and telephone	259,098
Water purchases and related fees	2,800,976
UTRWD facilities charges	1,642,099
Impact fees expense	1,654,656
Depreciation & amortization	1,263,446
Bond issuance costs	600,022
Other expense	626,591
Total Operating Expenses	<u>11,867,501</u>
Operating Income	<u>\$ 4,638,906</u>
Non-operating revenues (expenses):	
Interest income	\$ 332,227
Interest and fiscal charges	(1,019,574)
Total non-operating revenues (expenses)	<u>(687,347)</u>
Income (loss) before contributions and transfers	3,951,559
Capital contribution	3,432,870
Transfers in (out)	907,706
Change in net position	8,292,135
Net position, October 1	16,250,662
Prior period adjustment	(5,264)
Net position, September 30	<u>\$ 24,537,533</u>

The accompanying notes are an integral part of these financial statements.

CITY OF CELINA, TEXAS
Statement of Cash Flows
Proprietary Fund
Year Ended September 30, 2018

	Enterprise Fund Water & Sewer Activities
Cash flows from operating activities:	
Cash received from customers and users	\$ 19,272,390
Cash paid to suppliers	(8,235,486)
Cash paid to employees	(1,129,447)
Net cash provided (used) by operating activities	9,907,457
Cash flows from noncapital financing activities:	
Change in customer deposits	167,539
Transfers from other funds	907,706
Net cash provided (used) by noncapital financing activities	1,075,245
Cash flows from capital and related financing activities:	
Acquisition of capital assets	(10,210,609)
Bond proceeds	33,398,517
Principal payments - bonds payable	(3,140,995)
Principal payments - other obligations	(106,085)
Interest paid on bonds payable and other long-term obligations	(1,257,271)
Net cash provided (used) by capital and related financing activities	18,683,557
Cash flows from investing activities:	
Net redemptions (purchases) of investments	(53)
Investment income	332,227
Net cash provided (used) by investing activities	332,174
Net increase (decrease) in cash and cash equivalents	29,998,433
Cash and cash equivalents, October 1	20,332,950
Cash and cash equivalents, September 30	\$ 50,331,383

Attachment: Draft Audit (Audit)

The accompanying notes are an integral part of these financial statements.

CITY OF CELINA, TEXAS
Statement of Cash Flows
Proprietary Fund
Year Ended September 30, 2018

Reconciliation of Net Income to Net Cash Provided (Used)
by Operating Activities

	<u>Enterprise Fund</u> <u>Water & Sewer</u> <u>Activities</u>
Operating income	\$ 4,638,906
Adjustments to reconcile net income to net cash provided (used) by operating activities:	
Depreciation and amortization	1,263,446
(Increase) decrease in accounts receivable (net)	(352,221)
(Increase) decrease in prepaid expenses	393,023
(Increase) decrease in net pension asset	(38,667)
(Increase) decrease in deferred outflows of resources	11,207
Increase (decrease) in accounts payable	831,629
Increase (decrease) in accrued expenses	19,919
Increase (decrease) in OPEB liability	2,603
Increase (decrease) in unearned revenues	3,118,204
Increase (decrease) in deferred inflows of resources	<u>19,408</u>
Total Adjustments	<u>5,268,551</u>
Net cash provided by operating activities	<u>\$ 9,907,457</u>
Noncash investing, capital, and financing activities	
Acquisition of capital assets from developers through capital contributions	<u>3,432,870</u>

Attachment: Draft Audit (Audit)

The accompanying notes are an integral part of these financial statements.

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COMBINING DISCRETELY PRESENTED**COMPONENT UNITS****FINANCIAL STATEMENTS**

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CITY OF CELINA, TEXAS
COMBINING STATEMENT OF NET POSITION
DISCRETELY PRESENTED COMPONENT UNITS
SEPTEMBER 30, 2018

	<u>Celina Economic Development Corporation</u>	<u>Celina Community Development Corporation</u>	<u>Total Aggregate Component Units</u>
Assets			
Cash and cash equivalents	\$ 757,233	\$ 928,991	\$ 1,686,224
Sales taxes receivable	101,833	101,832	203,665
Due from primary government		114	114
Total Assets	<u>859,066</u>	<u>1,030,937</u>	<u>1,890,003</u>
Liabilities			
Accrued interest	3,371		3,371
Due to primary government	96,654		96,654
Due in more than one year:			
Note Payable	1,044,263		1,044,263
Total Liabilities	<u>1,144,288</u>	<u>-</u>	<u>1,144,288</u>
Net Position			
Unrestricted	(285,222)	1,030,937	745,715
Total Net Position	<u>\$ (285,222)</u>	<u>\$ 1,030,937</u>	<u>\$ 745,715</u>

The accompanying notes are an integral part of these financial statements.

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Attachment: Draft Audit (Audit)

CITY OF CELINA, TEXAS
COMBINING STATEMENT OF ACTIVITIES
DISCRETELY PRESENTED COMPONENT UNITS
Year Ended September 30, 2018

	Celina Economic Development Corporation	Celina Community Development Corporation	Total Aggregate Component Units
Functions/Programs			
Economic development	\$ (912,979)	\$ -	\$ (912,979)
Community development		(200,000)	(200,000)
Total expenses	(912,979)	(200,000)	(1,112,979)
General revenues			
Sales taxes	573,145	573,145	1,146,290
Miscellaneous	14,850		14,850
Unrestricted investment earnings	3,312	10,458	13,770
Total general revenues	591,307	583,603	1,174,910
Change in net position	(321,672)	383,603	61,931
Net Position-beginning of year	36,450	647,334	683,784
Net Position-end of year	\$ (285,222)	\$ 1,030,937	\$ 745,715

Attachment: Draft Audit (Audit)

The accompanying notes are an integral part of these financial statements.



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: March 19, 2019
Re: Fire/Police Station location approval resolution

Action Requested:

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)

Background Information:

This resolution provides guidance to staff on the general locations of future fire and police stations. Although growth will likely drive the precise station locations, this map provides clear direction on placement of the stations as staff works with landowners and developers going forward to provide public safety coverage to emerging development.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This document has been reviewed by the City Attorney.

Supporting Documents:

- Proposed Resolution & Map

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 2019- _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TEXAS, SETTING FORTH LOCATIONS FOR FUTURE FIRE AND POLICE FACILITIES; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the City's fire service area covers a territory of approximately 77 square miles; and

WHEREAS, the City's police service area covers a territory of approximately 77 square miles; and

WHEREAS, the City has conducted an internal study for the purpose of determining locations for its fire and police facilities which shall best serve the emergency service and safety needs of the community; and

WHEREAS, the fire department has identified locations for future stations that will most effectively serve the City's fire and emergency service area and protect the health, safety, and welfare of its citizens; and

WHEREAS, the police department has identified locations for future stations that will most effectively serve the City's police service area and protect the health, safety, and welfare of its citizens; and

WHEREAS, future fire station locations are described and depicted on the attached Exhibit A; and

WHEREAS, future police station locations are described and depicted on the attached Exhibit B.

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

1. That the City Council of the City of Celina, Texas hereby approves and designates the locations for future fire and police stations as described and depicted on the attached Exhibit A.

2. That the City Council of the City of Celina, Texas may review and revise this policy as patterns of development and population growth warrant such revisions.

PASSED, APPROVED, AND RESOLVED this _____ day of March, 2019.

Sean Terry, Mayor

ATTEST:

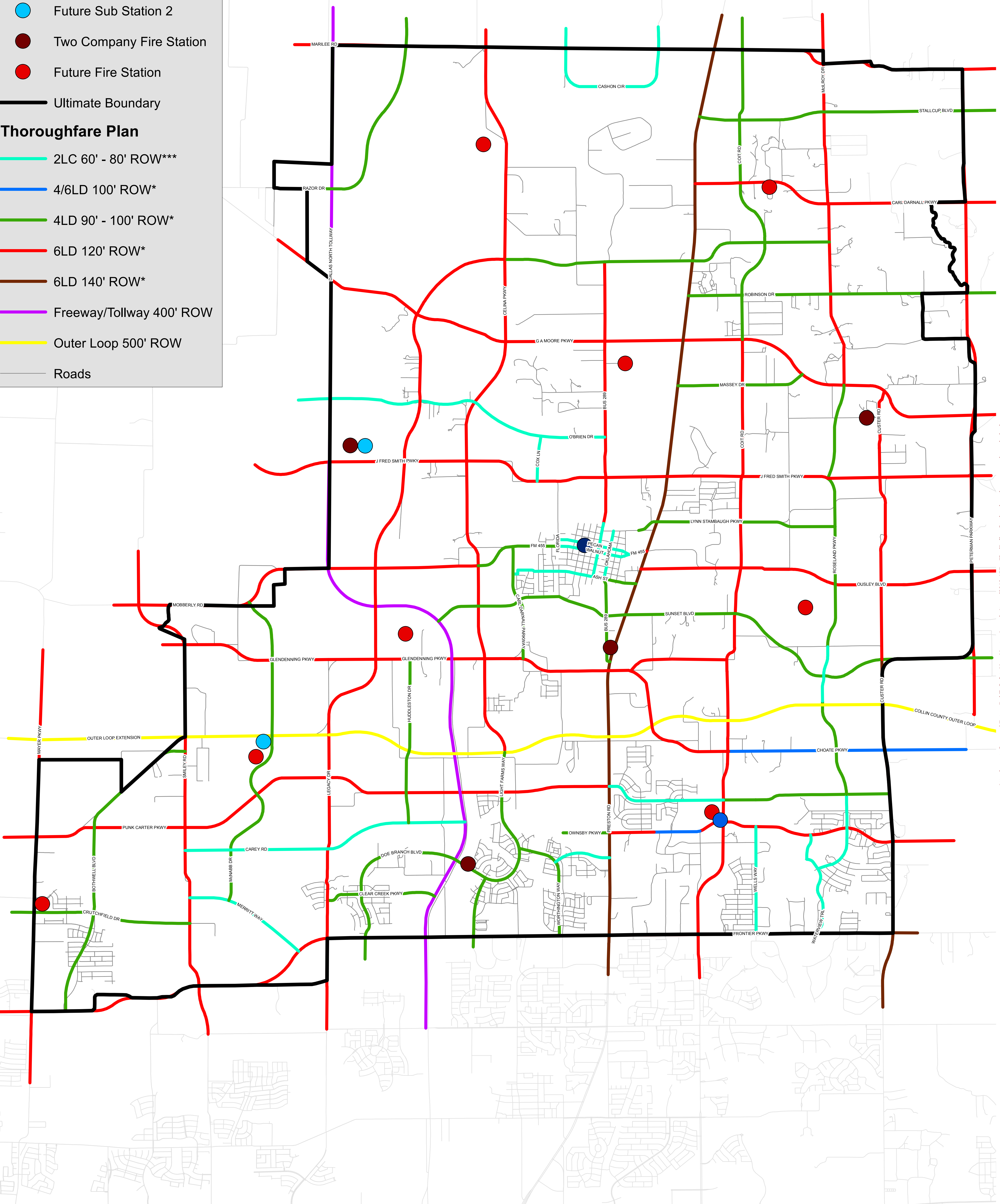
Vicki Faulkner, City Secretary

EXHIBIT “A”

Legend

- Type
- Current Police Station
 - Future Central Police Station
 - Future Sub Station 1
 - Future Sub Station 2
 - Two Company Fire Station
 - Future Fire Station

- Thoroughfare Plan
- 2LC 60' - 80' ROW***
 - 4/6LD 100' ROW*
 - 4LD 90' - 100' ROW*
 - 6LD 120' ROW*
 - 6LD 140' ROW*
 - Freeway/Tollway 400' ROW
 - Outer Loop 500' ROW
 - Roads

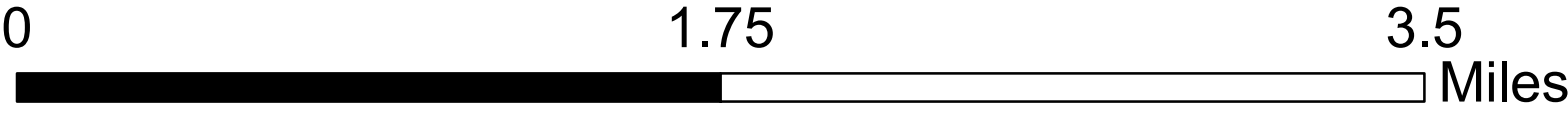
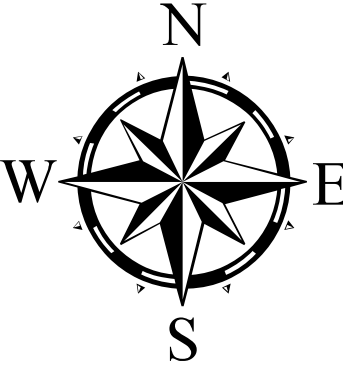


Attachment: Current&FuturePublicSafetyMap Master Agenda Item (2019-15R : Fire/Police Station location approval resolution)



Current & Proposed
Public Safety Facilities

Date: 1/14/2019





Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Chief
Date: March 19, 2019
Re: **Resolution of support for Office of the Governor Criminal Justice Division grant request**

Action Requested:

Consider and act upon an Office of the Governor Criminal Justice Division grant resolution of support.
(Griggs)

Background Information: New grant resolution of support.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The City is required to provide a 29% match for the proposed grant. The local match will be provided as in-kind staff hours by Lt. John Jackson, equal to \$28,789, or 23.1% of the lieutenant's annual salary. The total project cost is \$99,272.11.

Legal Review:

Legal review of form.

Supporting Documents:

N/A

Staff Recommendation:

CITY OF CELINA, TX

RESOLUTION NO. 2019-

A RESOLUTION BY THE CITY OF CELINA APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE CELINA VIOLENCE AGAINST WOMEN JUSTICE PROGRAM FAMILY VIOLENCE/SEXUAL ASSAULT INVESTIGATOR PROJECT.

WHEREAS, The City Council of the City of Celina finds it in the best interest of the citizens of the City of Celina, that the Celina Police Department Family Violence/Sexual Assault Investigator Project be operated for the 2019-2020 FY; and

WHEREAS, The City Council of the City of Celina agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division Violence Against Women Justice Program grant application; and

WHEREAS, The City Council of the City of Celina agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council of the City of Celina assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City Council of the City of Celina designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City Council of the City of Celina, TX approves submission of the grant application for the Celina Police Department Special Investigations Project to the Office of the Governor.

PASSED AND APPROVED this 19th of March 2019.

Sean Terry, Mayor

ATTEST:

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

Grant Number: 3835101

Attachment: 2_Celina VAW Project Resolution (2019-16R : Office of the Governor, Criminal Justice Division Grant Resolution)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
CC: Alan Fourmentin, Director of Public Works
Date: March 19, 2019
Re: BOR Grant Resolution of Support

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 Road ground storage tank from the Bureau of Reclamation Watersmart: Drought Resiliency Project Grant Program for Fiscal Year 2019. (Brawner)

Background Information:

The City of Celina identified a need for a six-million gallon ground storage tank in the 2017 City of Celina Water and Wastewater System Improvements Water Capital Improvements Plan. This project consists of installation of a new, 6 MG ground storage tank (GST) and associated site improvements at the Celina Road Pump Station. Associated site improvements include bypass piping, SCADA level sensor, and security fencing.

The construction of an above ground storage tank at this location will provide a buffer against interruptions in Upper Trinity Regional Water District (UTRWD) water supply. Current demand projections identify a significant reduction in the amount of detention time provided by the existing GST. This project will provide 16 hours of emergency storage at average day conditions in 2022 in the event of temporary water supply interruptions from UTRWD and provide additional system storage to meet TCEQ requirements. The new tank will provide steady operation of the high service pumps at the UTRWD, and will allow bypass of the existing GST during maintenance activities.

Board Review/Citizen Input:

N/A

Alternatives:

City Council could chose to not support the grant application.

Financial Considerations:

Grant application only; therefore, no financial implications at this time. Potential funding of \$300,000 to \$750,000.

Legal Review:

N/A

Supporting Documents:

Resolution

Staff Recommendation:

Approve the proposed 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

Attachment: 10_Resolution_BORDrought_Celina (2019-17R : BOR Resolution)



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: March 19, 2019
Re: 2018 Model Codes

Action Requested:

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)

Supporting Documents:

- Ordinance
- Staff Presentation

Staff Recommendation:

N/A

CITY OF CELINA, TEXAS ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 3: BUILDING REGULATIONS; DIVISION 1 GENERALLY SECTION 3.02.001 ENFORCEMENT; ADD SECTION 3.02.003 ADOPTION BY REFERENCE; DIVISION 2 BUILDING CODE; SECTION 3.02.051 INTERNATIONAL BUILDING CODE WITH AMENDMENTS; DIVISION 3 FIRE CODE; SECTION 3.02.101 INTERNATIONAL FIRE CODE WITH AMENDMENTS; DIVISION 4 RESIDENTIAL CODE; SECTION 3.02.151 INTERNATIONAL RESIDENTIAL CODE WITH AMENDMENTS; DIVISION 5 MECHANICAL CODE; SECTION 3.02.201 INTERNATIONAL MECHANICAL CODE WITH AMENDMENTS; DIVISION 6 FUEL GAS CODE; SECTION 3.02.251 INTERNATIONAL FUEL GAS CODE WITH AMENDMENTS; DIVISION 7 PLUMBING CODE; SECTION 3.02.301 INTERNATIONAL PLUMBING CODE WITH AMENDMENTS; DIVISION 8 NATIONAL ELECTRICAL CODE; SECTION 3.02.351 NATIONAL ELECTRIC CODE WITH AMENDMENTS; DIVISION 9 ENERGY CONSERVATION CODE; SECTION 3.02.401 INTERNATIONAL ENERGY CONSERVATION CODE WITH AMENDMENTS; DIVISION 10 PROPERTY MAINTENANCE CODE; SECTION 3.02.451 INTERNATIONAL PROPERTY MAINTENANCE CODE WITH AMENDMENTS; DIVISION 11 SWIMMING POOL AND SPA CODE; SECTION 3.02.501 INTERNATIONAL SWIMMING POOL SPA CODE WITH AMENDMENTS; DIVISION 12 EXISTING BUILDING CODE; SECTION 3.02.551 INTERNATIONAL EXISTING BUILDING CODE WITH AMENDMENTS; DIVISION 13 STORM SHELTER CODE; SECTION 3.02.601 INTERNATIONAL CODE COUNCIL – NATIONAL STORM SHELTER ASSOCIATION 500 CODE WITH AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING FOR SAVINGS; 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 THE PUBLIC HEALTH AND SAFETY; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Texas Local Government Code, Chapter 214, was amended by Senate Bill No. 365, an act of the 77th Texas Legislature, by adding Subchapter G, which provides for the adoption of the International Residential Code as a municipal residential building code in the State of Texas; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the City to adopt the construction and related codes as set forth herein;

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

SECTION 1
INCORPORATION OF PREMISES

That 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

That Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.001 Enforcement, Add Section 3.02.003 Adoption by Reference is hereby amended to read as follows:

DIVISION 1. GENERALLY

Section 3.02.001 – Enforcement

The City Building Official shall have the authority and power to enforce all provisions of the International Building Code, 2018 Edition and appendices, as amended; the International Fire Code, 2018 Edition and appendices, as amended; the International Residential Code, 2018 Edition and appendices, as amended; the International Mechanical Code, 2018 Edition and appendices, as amended; the International Fuel Gas Code, 2018 Edition and appendices, as amended; The International Plumbing Code, 2018 Edition and appendices as amended; the National Electrical Code, 2017 Edition and appendices, as amended; the International Energy Conservation Code, 2018 Edition and appendices as amended; the International Property Maintenance Code, 2018 Edition and appendices as amended; the International Swimming Pool Spa Code and appendices as amended; the Existing Building Code, 2018 Edition and appendices as amended; ICC-NSSA 500 -14 Edition and appendices as amended.

Section 3.02.003 - Adoption by Reference.

1. There is hereby adopted by the City of Celina for establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits and penalties, the following codes:
 - a. The International Building Code, being in particular the 2018 edition and appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.
 - b. The International Fire Code, being in particular the 2018 edition and appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.
 - c. The International Residential Code, being in particular the 2018 edition and appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.
 - d. The International Mechanical Code, being in particular the 2018 edition and appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.
 - e. The International Fuel Gas Code, being in particular the 2018 edition and appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.
 - f. The International Plumbing Code, being in particular the 2018 edition and appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.
 - g. The National Electrical Code, being in particular the 2017 edition and appendices, as amended, as published by the National Fire Protection Association, except as it may be in conflict with the provisions of any ordinance of the city.
 - h. The International Energy Conservation Code, being in particular the 2018 edition and appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.
 - i. The International Property Maintenance Code, being in particular the 2018 edition and appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.
 - j. The International Swimming Pool and Spa Code, being in particular the 2018 edition and appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the city.
 - k. The International Existing Building Code, being in particular the 2018 edition and appendices, as amended, except as it may be in conflict with the provisions of any ordinance of the City.
 - L. The International Code Council – National Storm Shelter Association 500, being in particular the ICC 500-2014 edition and appendices, as amended, except as it may be in conflict with provisions of any ordinance of the City.
2. The building codes adopted by reference in subsection (1) of this section are hereby amended in the following particulars:
 - a. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Permanent toilet facilities - means a room in an existing building (including a construction trailer) or in the building being constructed with a water closet installed in such room, which conforms to the plumbing code, and is continuously available to all workers involved in a construction project.

Temporary toilet facilities - means a portable, fully enclosed, chemically sanitized toilet which is serviced and cleaned at least once each week.

- b. Every construction project requiring a permit within the city shall have adequate toilet facilities for workers associated with the project. The following shall be considered adequate facilities:

Commercial and Residential construction projects: At least one toilet facility for every ten (10) workers shall be maintained in each subdivision for the employees or subcontractors of each builder holding a permit for a building in that subdivision. Each builder must provide a toilet facility as long as the builder holds an active permit in the subdivision.

3. Authority to establish policy standards, the Building and Fire Official shall, have authority to establish certain policy guidelines or standards regulating various provisions of the residential, building, fire, plumbing, fuel gas, mechanical, electrical, property maintenance, swimming pool, spa, existing buildings, abatement of dangerous buildings and health codes adopted in this chapter that are subject to the standardization of construction or health methods and/or local interpretation. The Building Official shall have the authority to outline conditions and provide for code consistency to rules, regulations, or laws with county, state or federal agencies.
4. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such Code shall be fully applicable and binding. Any reference to the NFPA Codes other than the National Electric Code shall mean the most current edition available.
5. Amendments. The following noted portions of the above noted codes are hereby amended to read as follows:

DIVISION 2. BUILDING CODE

Section 3.02.051 - International Building Code amendments:

The following noted portions of the International Building Code are hereby amended to read as follows:

Section 101.4; change to read as follows:

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

Section 101.4.7; add the following:

101.4.8 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

Section 103 Department of Building Safety and 103.1; amend to read as follows:

Building Inspections Department

103.1 Creation of enforcement agency. ~~The Department of Building Safety~~ Building Inspections Department is hereby created and the official in charge thereof shall be known as the *building official*.

Section [A] 104.2.1; Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas: Delete entire section

Section 104.10.1; Flood hazard areas: Delete entire section

Section 105.2; under sub-title entitled “Building” delete items 1, 2, 10 and 11 and re-number as follows:

Building:

- ~~1. One story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m2).~~
- ~~2. Fences not over 7 feet (1829 mm) high.~~
- ~~3. 1. (Unchanged)~~
- ~~4. 2. (Unchanged)~~
- ~~5. 3. (Unchanged)~~
- ~~6. 4. (Unchanged)~~
- ~~7. 5. (Unchanged)~~
- ~~8. 6. (Unchanged)~~
- ~~9. 7. (Unchanged)~~
- ~~10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~
- ~~11. Swings and other playground equipment accessory to detached one and two family dwellings~~
- ~~12. 8. (Unchanged)~~
- ~~13. 9. (Unchanged)~~

Section 109; add Section 109.7 to read as follows:

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;
 “Not ready” is defined as being obviously incomplete.
 (Example: required element is missing, such as no water on DWV water test, No brick ties on framing brick-tie inspection, Work by trade is still being performed)
2. No building address is clearly posted;
Address must be posted according to the following minimums:
 T-Pole / Plumbing Rough-in: on T-pole brace,
 Framing / MEP: clearly posted on structure, trash container or sign
 Meter release or other inspection after “dry-in”: permanent address displayed on structure
3. City approved plans are not on the job site available to the inspector, if required on job site by Chief Building Inspector or Building Official;
4. The building is locked or work otherwise not available for inspection when called;
5. The job site is red-tagged twice for the same item;
6. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

Section 109; add Section 109.8, 109.8.1, 109.8.2 and 109.9 to read as follows:

109.8 Work without a permit.

109.8.1 Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

109.8.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or the city fee schedule as applicable. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law.

109.9 Unauthorized cover up fee. Any work concealed without first obtaining the required inspection in violation of Section 110 shall be assessed a fee as established by the city fee schedule.

Section 110.3.5; Lath, gypsum board and gypsum panel product inspection; Delete

Section 202; amend definition of Ambulatory Care Facility as follows:

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

Section 202; add definition of Assisting Living Facilities to read as follows.

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

Section 202; change definition of "Atrium" as follows:

ATRIUM. An opening connecting three or more stories... {Balance remains unchanged}

Section 202; amend definition to read as follows:

HIGH-RISE BUILDING. A building with an occupied floor located more than ~~75~~ 55 feet (~~22 860 mm~~) (16 764 mm) above the lowest level of fire department vehicle access

Section 202; add definition of "Repair Garage" as follows:

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

Section 202; amend definition of "Special Inspector" to read as follows:

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and ~~approved by~~ the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

Section 303.1.3; add a sentence to read as follows:

303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy. Except when applying the assembly requirements of Chapter 10 and 11.

Section 304.1; add the following to the list of occupancies:

Fire stations

Police stations with detention facilities for 5 or less

Section 307.1.1; add the following sentence to Exception 4:

4. Cleaning establishments... {Text unchanged} ...with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 21, Dry Cleaning Plant provisions.

Section 403.1, Exception 3; change to read as follows:

3. Open air portions of buildings ~~Buildings~~ with a Group A-5 occupancy in accordance with Section 303.6.

Section 403.3, Exception; delete item 2

Section 403.3.2; Change to read as follows:

403.3.2 Water supply to required fire pumps. In buildings that are more than ~~420~~ 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

Section 404.5; delete Exception

Section 406.3.3.1; Carport separation; amend to read as follows:

A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).

Section 423 Storm Shelters; amend section 423.3, 423.4, 423.4.1 to read as follows and delete section 423.4.2

423.3 Critical emergency operations. In areas where the shelter design wind speed for tornados in accordance with Figure 304.2(1) of ICC 500 is 250 mph, all new buildings for 911 call stations, emergency operation centers and fire, rescue, ambulance and police stations shall comply with Table 1604.5 as a Risk Category IV structure and shall be provided with a storm shelter constructed in accordance with ICC 500.

423.4 Group E occupancies. In areas where the shelter design wind speed for tornados is 250 mph in accordance with Figure 304.2(1) of ICC 500, all new buildings for Group E occupancies with an occupant load of 50 or more shall have a storm shelter constructed in accordance with ICC 500.

Exceptions:

1. Group E day care facilities
2. Group E occupancies accessory to places of religious worship
3. Buildings meeting the requirements for shelter design in ICC 500

423.4.1 Required occupant capacity. The required occupant capacity of the storm shelter shall include all of the buildings on the site and shall be the total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.

Exceptions:

1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on the site, the storm shelter shall at a minimum accommodate the required occupant capacity for the new building.
2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the site.
3. For public schools, the required occupant capacity of the storm shelter shall be calculated by multiplying 1.05 by the Texas Education Agency maximum student capacity for the classroom and laboratory spaces according to Title 19, Part 2, Chapter 61, Subchapter CC, Section 61.1036 of the Texas Administrative Code. The Design Professional in Responsible Charge shall provide an analysis showing the calculation of the maximum student capacity on the construction documents.

Table 506.2; delete footnote I. from table 506.2

~~I. The maximum allowable area for a single-story non-sprinklered Group U greenhouse is permitted to be 9000 square feet or the allowable area shall be permitted to comply with Table C102.1 of Appendix C~~

Section 506.3.1 Minimum percentage of perimeter; add sentence to read as follows:

{text unchanged} ... Such open space shall be either on the same lot or dedicated for public use and shall be accessed from a street or approved fire lane. In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 10-foot wide pathway meeting fire department access from the street or approved fire lane shall be provided

Section 602.1.1 Minimum Requirements; add sentence to read as follows:

602.1.1 Minimum Requirements. [Existing Text to remain] Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height, and stories, for the lesser type of construction or be separated by fire walls.

Section 708.4.2 Fireblocks and draftstops in combustible construction; Amend exception 1. to read as follows:

708.4.2 Fireblocks and draftstops in combustible construction. [Body of text unchanged]

Exceptions:

1. Buildings equipped with an automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, or in accordance with Section 903.3.1.2 provided that sprinkler protection is provided in the space between the top of the fire partition and the underside of the floor or roof sheathing, deck or slab above as required for systems complying with Section 903.3.1.1. Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draftstopping. [Remainder unchanged]

Section 718.3 Draftstopping in floors; amend exception to read as follows:

Exceptions: Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. and provided that in combustible construction, sprinkler protection is provided in the floor space.

Section 718.4 Draftstopping in attics; amend exception to read as follows:

Exceptions: Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and provided that in combustible construction, sprinkler protection is provided in the attic space.

Section 901.6.1; add Section 901.6.1.1 to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be back flushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the fire code official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

Section 903.1.1; amend to read as follows:

[F] 903.1.1 Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as approved by the fire code official.

Section 903.2 Where required; add paragraph to read as follows and delete the exception:

[F] 903.2 Where required. [Text unchanged] Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt

trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating “ELEVATOR MACHINERY – NO STORAGE ALLOWED.”

Section 903.2.9; add Section 903.2.9.3 to read as follows:

[F] 903.2.9.3 Self-service storage facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Section 903.2.11; amend 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings with a floor level, other than penthouses in compliance with Section 1509 of the *International Building Code*, 35 feet (46 764 10 668mm) or more above the lowest level of fire department vehicle access.

Exception:

Open parking structures in compliance with Section 406.5 of the *International Building Code*.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 of the IFC to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area over 6,000 sq. ft. For the purpose of this provision, firewalls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

Section 903.3.1.1.1; amend to read as follows:

[F] 903.3.1.1.1 Exempt locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such. *{Text unchanged}*... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Section 903.3.1.2; add Section 903.3.1.2.3 to read as follows:

[F]Section 903.3.1.2.3 Attics and Attached Garages. Sprinkler protection is required in attic spaces of such buildings two or more stories in height, in accordance with NFPA 13 and/or NFPA 13R, and attached garages.

Section 903.3.1.3; change to read as follows:

[F] 903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwellings, Group R-3 and R-4 condition 1 and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law

Section 903.3.1.4; add to read as follows:

[F] 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

Section 903.3.5 Water Supplies; add a second paragraph to read as follows:

[F] Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every fire protection system shall be designed with a 10 psi safety factor. Reference Section IFC 507.4 for additional design requirements.

Section 903.4 Sprinkler system supervision and alarms; add a second paragraph after the exceptions to read as follows:

[F] Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering

Section 903.4.2 Alarms; add second paragraph to read as follows:

[F] The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

Section 905.2 Installation standard; change to read as follows:

[F] 905.2 Installation standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

Section 905.3; add Section 905.3.9 and exception to read as follows:

[F] 905.3.9 Buildings exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

Section 905.4; change item 1, 3, 5, and add item 7: to read as follows:

- [F] 1. In every required ~~interior~~ exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
- Exception:** Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {No change to rest.}
4. {No change.}
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

Section 905.9 Valve supervision; add a second paragraph after the exceptions to read as follows:

[F] Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering

Section 907.1; add Section 907.1.4 to read as follows:

[F] **907.1.4 Design standards.** Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

Section 907.2.1; change to read as follows:

[F] **907.2.1 Group A.** A manual fire alarm system that activates the occupant notification system in accordance with new Section 907.5 shall be installed in Group “A” occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group “A” occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {unchanged.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Section 907.2.3; add exception 1.1 and change to read as follows:

[F] **907.2.3 Group E.** A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke

detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

[F] Exceptions:

1. {no change}

1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {no change to remainder of exceptions}

Section 907.2.12, exception 3; amend to read as follows:

[F] 3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.

Section 907.4.2 Manual fire alarm boxes; add section 907.4.2.7 to read as follows:

[F] 907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

Section 907.6.1; add Section 907.6.1.1 to read as follows:

[F] 907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from an addressable input (monitor) module may be wired Class B, provided the distance from the addressable module to the initiating device is ten feet or less.

Section 907.6.3 Initialing device identification; delete all four exceptions:

Section 907.6.6; add sentence at end of paragraph to read as follows:

[F] See 907.6.3 for the required information transmitted to the supervising station.

Section 910.2 Where required; change exception 2 and 3 to read as follows:

- [F] 2.** Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
- 3.** Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m^*S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

Section 910.2 Where required; add section 910.2.3 with exceptions to read as follows:

[F] 910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

Section 910.3 Smoke and heat vents; Add Section 912.910.3.4 to read as follows:

[F] 910.3.4 Vent operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

[F] 910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically.
The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only system per 910.2

[F] 910.3.4.2 Nonsprinklered buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

Section 910.4.3.1; change to read as follows:

[F] 910.4.3.1 Makeup air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

Section 912.2 Location; add section 912.2.3 to read as follows:

[F] 912.2.3 Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

Section 913.2.1 Protection of fire pump rooms; add Section 913.2.1.1 and exception to read as follows:

913.2.1.1 Fire Pump Room Access. When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by IFC Section 506.1.

Section 1006.2.2 Egress based on use; add new Section 1006.2.2.7 to read as follows:

1006.2.2.7 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

Section 1009.8; amend section 1009.8 and add Exception 7 to read as follows:

1009.8 Two Way Communication. A two-way communication system complying with Sections 1009.8.1 and 1009.8.2 shall be provided at the landing serving each elevator required to be accessible on each accessible floor that is one or more stories above or below the level of exit discharge.

Exceptions:

7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and chapter 11.

Section 1010.1.9.5 Bolt locks; amend exceptions 3 and 4 to read as follows:

Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy. {*Remainder unchanged*}
4. Where a pair of doors serves a Group A, B, F, M or S occupancy {*Remainder unchanged*}

Section 1020.1 Construction; add exception 6 to read as follows:

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

Section 1101.1 Scope; Add exception to read as follows:

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

Section 2901.1 Scope; add a sentence to read as follows:

[P] 2901.1 Scope. {*existing text to remain*} The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official shall determine which provision applies.

Section 2902.1 Minimum number of fixtures; add a second paragraph to read as follows:

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.

Table 2902.1; add footnote g to read as follows:

g. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

Section 2902.1 Minimum number of fixtures; add new Section 2902.1.4 to read as follows:

2902.1.4 Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

2902.1.4.1 Hand washing lavatory. At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

2902.1.4.2 Service sink. In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the **City of Celina** Health Department.

Section 3001.2 Emergency elevator communication systems for the deaf, hard of hearing and speech impaired; delete entire section.

Section 3002.1 Hoistway enclosure protection; add exceptions to read as follows:

Exceptions:

1. Elevators wholly located within atriums complying with Section 404 shall not require hoistway enclosure protection.

2. Elevators in open or enclosed parking garages that serve only the parking garage, and complying with Sections 406.5 and 406.6, respectively, shall not require hoistway enclosure protection.

Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces; amend to read as follows:

Elevator machine rooms, control rooms, control spaces and machinery spaces shall be enclosed with fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 711, or both. [Remainder unchanged]

Exceptions:

1. Elevator machine rooms, control rooms, machinery spaces and control spaces completely located within atriums shall not require enclosure protection.

2. Elevator machine rooms, control rooms, machinery spaces and control spaces in open or enclosed parking garages that serve only the parking garage, shall not require enclosure

Section 3005 Machine Rooms; add Section 3005.7 to read as follows:

3005.7 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

3005.7.1 Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.7.2.1.

3005.7.2.1 Prohibited locations. Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoist-ways.

3005.7.2.2 Sprinkler system monitoring. The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

3005.7.3 Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

3005.7.4 Shunt trip. Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

Section 3005 Machine rooms; add Section 3005.8 to read as follows:

3005.8 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed."

Section 3006.2 Hoistways opening protection required; amend 5. to read as follows:

5. The building is a high rise and the elevator hoistway is more than ~~75 feet (22 860 mm)~~ 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

DIVISION 3. FIRE CODE

Section 3.02.101 International Fire Code amendments:

The following noted portions of the International Fire Gas Code are hereby amended to read as follows.

Section 102.1 Construction and design provisions; amend #3 to read as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

Section 105.3.3 Occupancy prohibited before approval; amend to read as follows:

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

Section 105.4.6 Retention of construction documents; amend to read as follows:

105.4.6 Retention of construction documents. One set of construction documents (printed or digital) shall be retained by the fire code official for a period of not less than 180 days from the date of the completion of the permitted work, or as required by state or local laws. One set of approved construction documents shall be returned to the applicant and said set, along with the fire department permit, and plan review comments, if any, shall be kept on the site of the building or work from the date issued and until the completion of the permits associated inspections and the Fire Department's Final Certificate of Occupancy Inspection, where applicable.

Section 105.7 Required construction permits; add sections 105.7.26 to read as follows:

105.7.26 Electronic access control systems. Construction permits are required for the installation or modification of an electronic access control system, as specified in Chapter 10. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

Section 106.2 Schedule of permit fees; amend to read as follows:

106.2 Schedule of Fees. A fee for each permit, inspection, or re-inspection shall be paid as required, in accordance with the schedule provided in City of Celina adopted fee schedule, or future ordinance(s) amending or repealing said ordinance.

Section 106.3 Work commencing before permit issuance; add second paragraph to read as follows:

Work commencing before permit issuance. shall also be known as working without a permit and shall include non-compliance by the permit holder of Sections 105.3.5 and 105.4.6. Fees for working without a permit are established in City of Celina adopted fee schedule or future ordinance(s) amending or repealing said ordinance.

Section 107 Inspections; add Section 107.5 and 107.5.1 to read as follows:

107.5 Inspection of existing premises. The fire code official or designated representative shall inspect all buildings, premises, or portions thereof as often as may be necessary to ensure continued compliance with the provisions of this code. An initial inspection shall be made at no charge to the responsible party. If the fire code official or designated representative(s) are required to make follow-up inspections after the initial inspection to verify correction of noted violation(s) during the previous inspections, a fee shall be charged. The occupant, lessee, or person making use of the building or premise shall pay said fee(s), as established in Section 113.2, within thirty (30) days of being billed as a condition to continue lawful occupancy of the building or premise. Continued non-compliance may result in the issuance of a citation and subject to the penalties established in Section 109.4.

107.5.1 Habitual violations. An occupant, lessee, or person making use of a building or premise that has been cited for a violation of this code, or previous code for the same violation over multiple initial maintenance inspections shall waive right to notice of violation in Section 109.3 and may be immediately issued a citation subject to the penalties as established by Section 109.4

Section 110.4 Violation penalties; amend to read as follows:

110.4 Violation penalties. Any person, firm, or corporation violating any of the provisions or terms of this Article or Code adopted herein shall be guilty of a misdemeanor and upon conviction in the Municipal Court of the City of Celina, shall be subjected to a fine not to exceed two thousand and no/100 dollars (\$2,000.00) for each offense, and each and every day any such violation exist be deemed to constitute a separate offense.

Section 112.4 Failure to comply; amend to read as follows:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe work condition, shall be liable to a fine of not more than two thousand and no/100 dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 202 Definitions; amend and add definitions to read as follows:

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

ATRIUM. An opening connecting three or more stories ... {remaining text unchanged}

DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for

the purpose of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purpose by combustion, deflagration, detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein ... {remainder of text unchanged}.

HIGH-PILED COMBUSTIBLE STORAGE. {add second paragraph} Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq.ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16,764 mm) above the lowest level of fire department vehicle access.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such a lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

Section 307.1.1 Prohibited open burning; amend to read as follows:

307.1.1 Prohibited Open Burning. Open burning shall be prohibited that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

Section 307.2 Permit required; amend to read as follows:

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to kindling a fire for recognized silviculture or range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality guidelines and/or restrictions
2. State, County, or local temporary or permanent bans on open burning.
3. Local written policies as established by the fire code official.

Section 307.2 Permit required; add Section 307.2.2 to read as follows:

307.2.2 Acceptable material. Materials acceptable to burn are trees, brush, grass, and other dry plant growth for land clearing operations where no practical alternative to burning exists and the materials being burned are only from that property.

Section 307.3 Extinguishment authority; amend to read as follow;

307.3 Extinguishment Authority. The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

Section 307.4 Location; amend to read as follows:

307.4 Location. The location for open burning shall not be less than 300 feet (91,440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91,440 mm) of any structure.

Exceptions: {no change}

Section 307.4.3 Portable outdoor fireplaces; add exception #2 to read as follows:

Exceptions:

1. unchanged
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

Section 307.4 Locations; add Section 307.4.4 and 307.4.5 to read as follows:

307.4.4 Permanent outdoor firepit. Permanently installed outdoor firepit's for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanent installed outdoor fireplaces constructed in accordance with the International Building Code

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

Section 307.5 Attendance; amend to read as follows:

307.5 Attendance. Open burning, trench burns, bonfires or recreational fires shall be constantly attended until the . . . {remainder of section unchanged}.

Section 308.1.4 Open-flame cooking devices; amend to read as follows:

308.1.4 Open-flame cooking devices. Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pounds (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 lbs. (5 containers).
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).
3. {no change}

Section 308.1.6.2 Portable fueled open-flame devices, Exception #3; amended to read as follows:

Exceptions:

3. Torches or flame producing devices in accordance with Section 308.1.3.

Section 308.1.6.3 Sky lanterns; amend to read as follows:

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an unmanned free-floating devices containing an open flame or other heat source, such as but not limited to a sky lantern.

Section 311.5 placards; amend to read as follows:

311.5 Placards. The fire code official is authorized to require marking of any vacant or abandon buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards as required by Section 311.5.1 through 311.5.5.

Section 403.5 Group E Occupancies; amend to read as follows:

403.5 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.5.1 through 403.5.3.

Section 404.2.2 Fire safety plans; add Number 4.10 to read as follows:

4.10 Fire extinguishing system controls.

Section 405.4 Time; amend Section 405.4 to read as follows:

405.4 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Section 501.4 Timing of installation; amend to read as follows:

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

Section 503.1.1 Building and facilities; add sentence to read as follows:

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten feet (10') wide unobstructed pathway around the external walls of the structure.

Section 503.2.1 Dimensions; amend to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20-24 feet (6096 mm 7315 mm)~~, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

Section 503.2.2 Authority; amend to read as follows:

503.2.2 Authority. The fire code official shall have the authority to require an increase in the minimum access width, vertical clearances, and radius where they are inadequate for fire or rescue operations.

Section 503.2.3 Surface; amend to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 Lbs. for fire apparatus and shall be surfaced so, as to provide all-weather driving capabilities.

Section 503.3 Marking; amend to read as follows:

503.3 Marking. Striping, signs, or other markings, when approved by the code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

1. Striping. Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

2. Sign. Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

Section 503.4 Obstruction of fire apparatus access roads; amend to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

Section 505.1 Address identification; amend to read as follows:

505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than ~~4 inches (102~~

~~mm)~~ 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

Section 507.4 Water supply test; amend to read as follows:

507.4 Water supply test date and information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 “Recommended Practice for Fire Flow Testing and Marking of Hydrants” and within one year of sprinkler plan submittal. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official, as required. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the fire code official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements

Section 507.5.4 Obstruction; amend to read as follows:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Section 509.1 Identification; add new section 509.1.2 to read as follows:

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the fire code official. The letters shall be of a color that contrasts with the background.

Section 603.3.1, 603.3.2 and 603.3.2.1; amend to read as follows:

603.3.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

603.3.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 603.3.2.1 through 603.3.2.5 and Chapter 57.

603.3.2.1 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085 for Class III liquids, and also listed as a double-wall/secondary containment tank for Class II liquids.

2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085 as a double-wall/secondary containment tank.
3. 3,000 gallons (11 356 L) where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7 and the room is protected by an *automatic sprinkler system* in accordance with Section 903.3.1.1.

Section 807.5.2.2 Artwork in corridors and 807.5.2.3 Artwork in classrooms; amend to read as follows:

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Section 901.6.1 Standards; add Section 901.6.1.1 to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the fire code official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

Section 901.6 Inspection, testing and maintenance; add Section 901.6.4 to read as follows:

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

Section 901.7 Systems out of service; amend to read as follows:

901.7 Systems Out of Service. Where a required fire protection system is out of service or in the event of an excessive number of activations, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service. ... {remaining text unchanged}

Section 903.1.1 Alternative protection; amend to read as follows:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted ~~instead of~~ in addition to automatic sprinkler protection where recognized by the applicable standard ~~and~~, or as approved by the fire code official.

Section 903.2 Where required; add paragraph to read as follow and delete exceptions:

Automatic sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry door to the elevator machine room indicating “ELEVATOR MACHINERY – NO STORAGE ALLOWED.”

Section 903.2.9 Group S-1; add section 903.2.9.3 to read as follows:

903.2.9.3 Self-service storage facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Section 903.2.11 Specific buildings areas and hazards; amend 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1510 of the International Building Code that is located 35 feet (10,668 mm) or more above the lowest level of fire department vehicle access measured to the finished floor.

Exceptions: # 1. Open parking structures in compliance with Section 406.5 of the International Building Code having no other occupancies above the subject garage.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings over 6,000 sq. ft. An automatic fire sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater, in all existing buildings that are enlarged to be 6,000 sq. ft. or greater, and in all existing buildings that the cumulative remodel over any period of time that is equal to or greater than 6,000 sq. ft.. For the purpose of this provision, **fire walls** shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

Section 903.3.1.1.1 Exempt locations; amend to read as follows:

903.3.1.1.1 Exempt locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such . . . {text unchanged} . . . because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Elevator machine rooms, machinery space, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Section 903.3.1.2.3 Attics; delete section and replace to read as follows:

[F] Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1. Provide automatic sprinkler system protection.
 - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3. Construct the attic using noncombustible materials.
 - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
 - 4.5. Fill the attic with noncombustible insulation.

Section 903.3.1.3 NFPA 13D sprinkler systems; amend to read as follows:

903.3.1.3 NFPA 13 D sprinkler systems. Where allowed, automatic sprinkler systems installed in one- and two-family dwellings and townhomes shall be installed throughout in accordance with NFPA 13D or in accordance with state law.

Section 903.3.1 Standards; add section 903.3.1.4 to read as follows

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

Section 903.3.5 Water supplies; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

Section 903.4 Sprinkler system supervision and alarms; add a second paragraph after the exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 903.4.2 Alarms; add a second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

Section 905.2 Installation standards; amend to read as follows:

905.2 Installation standards. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

Section 905.3 Required installations; add Section 905.3.9 and exception to read as follows:

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.
2. R-2 occupancies of four stories or less in height having no interior corridors.

Section 905.4 location of Class I standpipe hose connection; amend item 1, 3 and 5, add item 7 to read as follows:

1. In every required ~~interior~~ exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
 2. {No change.}
 3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
- Exception:** Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {No change to rest.}
4. {No change.}

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an interior exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

Section 905.9 Valve supervision; add a second paragraph after the exception to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 907.1 General; add Section 907.1.4 to read as follows:

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

Section 907.2.1 Group A; amend to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purpose of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Activation of fire alarm modification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Section 907.2.3 Group E; amend to read as follows:

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}
- 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {No change to remainder of exceptions.}

Section 907.2.12 High-rise buildings, Exception #3; amend to read as follows:

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

Section 907.4.2 Manual fire alarm boxes; add Section 907.4.2.7 to read as follows:

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

Section 907.6.1 Wiring; add Section 907.6.1.1 to read as follows:

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

Section 907.6.3 Initiating device identification; delete all four Exceptions.

Section 907.6.6 Monitoring; add sentence at end of paragraph to read as follows:

See 907.6.3 for the required information transmitted to the supervising station

Section 909 Smoke Control Systems; add Section 909.22 to read as follows:

909.22 Stairway or Ramp Pressurization Alternative. Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smokeproof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter's smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the fire department as per Section 105.7.

[F] 909.22.1 Ventilating equipment. The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smokeproof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, the mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

909.22.1.1 Ventilation Systems. Smokeproof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smokeproof enclosure or connected to the smokeproof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smokeproof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

Exceptions:

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective systems with a fire-resistance rating of not less than 2 hours.

909.22.1.2 Standby Power. Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

909.22.1.3 Acceptance and Testing. Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.

Section 910.2 Where required; amend Exception 2 and 3 to read as follows:

2. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m^*S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

Section 910.2 Where required; add subsection 910.2.3 with exceptions to read as follows:

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials..

Section 910.3 Smoke and heat vents; add section 910.3.4 to read as follows:

910.3.4 Vent Operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

[F] 910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only systems per Section 910.2.

910.3.4.2 Nonsprinklered Buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

Section 910.4.3.1 Make up air; amend to read as follows:

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust

Section 910.4.4 Activation; amend to read as follows:

910.4.4 Activation. The mechanical smoke removal system shall be activated automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

Exception: Manual only systems per Section 910.2.

Section 912.2 location; add Section 912.2.3 to read as follows:

Section 912.2.3 Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

Section 913.2.1 Protection of fire pump rooms; add second paragraph and exception to read as follows:

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

Section 914.3.1.2 Water supply to required fire pumps; amend to read as follows:

914.3.1.2 Water Supply to required Fire Pumps. In buildings that are more than ~~420~~ 120 feet (128 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate. **Exception:** {No change to exception.}

Section 1006.2.2 Egress based on use; add Section 1006.2.2.6 to read as follows:

1006.2.2.6 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the Electrical Code as adopted.

Section 1009.8 Two-way communication; add Exception 7 to read as follows:

Exceptions:

{previous exceptions unchanged}

7. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

Section 1010.1.9.4 Bolt Locks; amend Exceptions 3 and 4 to read as follows:

Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy. {*Remainder unchanged*}
4. Where a pair of doors serves a Group A, B, F, M or S occupancy {*Remainder unchanged*}

Section 1015.8 Window Openings; amend number 1 to read as follows:

1. Operable windows where the top of the sill of the opening is located more than ~~75 feet (22 860 mm)~~ 55 (16 764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

Section 1020.1 Construction; add Exception 6 to read as follows:

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

Section 1031.2 Reliability; amend to read as follows:

1031.2 Reliability. Required *exit accesses, exits and exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency ~~when the building area served by the means of egress is occupied.~~ An *exit or exit passageway* shall not be used for any purpose that interferes with a means of egress.

Section 1103.3 existing elevators; add sentence to end of paragraph as follows:

Provide emergency signage as required by Section 606.3

Section 1103.5.1 Group A: add sentence to read as follows:

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

Section 1103.5 Sprinkler systems; add Section 1103.5.5 to read as follows:

1103.5.5 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

Section 1103.7 Fire alarm systems; add Section 1103.7.7 and 1103.7.7.1 to read as follows:

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

Section 1203 Emergency and standby power systems; amend and add to read as follows:

1203.1.1 {No change.}

1203.1.2 {No change.}

1203.1.3 Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

1203.1.4 through 1203.1.9 {No changes to these sections.}

1203.1.10 Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

1203.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.4~~26~~ or elsewhere identified in this code or any other referenced code.

1203.2.1 through 1203.2.3 {No change.}

1203.2.4 Emergency Voice/alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Malls, Section 907.2.19 and 914.2.3

Group A Occupancies, Sections 907.2.1 and 907.5.2.2.4.

Special Amusement Buildings, Section 907.2.11

High-rise Buildings, Section 907.2.12

Atriums, Section 907.2.13

Deep Underground Buildings, Section 907.2.18

1203.2.5 through 1203.2.13 {No change.}

1203.2.14 Means of Egress Illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

1203.2.15 Membrane Structures. Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

1203.2.16 {No change.}

1203.2.17 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, International Building Code, Section 402.7

Atriums, International Building Code, Section 404.7

Underground Buildings, International Building Code, Section 405.8

Group I-3, International Building Code, Section 408.4.2

Stages, International Building Code, Section 410.2.5

Special Amusement Buildings (as applicable to Group A's), International Building Code, Section 411.1

Smoke Protected Seating, Section 1029.6.2.

1203.2.18 {No change.}

1203.2.19 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.19 and 914.2.3.

1203.2.20 Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.

2. Elevator operating equipment.

3. Fire alarm and smoke detection systems.

1203.2.21 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.6.2.

1203.2.22 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

1203.2.23 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

1203.2.24 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code*, Section 504.10, Item 7.

1203.2.25 Hydrogen Cutoff Rooms. Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the *International Building Code*, Section 421.

1203.2.26 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

1203.3 through 1203.6 {No change.}

1203.7 Energy Time Duration. Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

Section 2304.1 Supervision of dispensing; amend to read as follows.

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be in accordance with the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

Section 2401.2 Nonapplicability; delete this section entirely

Section 3103.3.1 Special amusement buildings; delete this section entirely

Table 3206.2 General Fire Protection and Life Safety Requirements, footnote h; amend to read as follows:

h. Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) 1/2 or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

Table 3206.2, footnote j; amend and add footnote j to row titled 'High Hazard' and 'Greater than 300,000' to read as follows:

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the *International Building Code* shall be used to divide high-piled storage exceeding 500,000 square feet in area.

Section 3310.1 Required access; add sentence to end of paragraph to read as follows:

When fire apparatus access roads are required to be installed for any structure or development, they shall be approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

Section 5601.1.3 Fireworks; amend to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. Only when approved fireworks displays, storage and handling are allowed in Section 5604 and 5608.
2. The use of fireworks for approved fireworks displays allowed in Section 5608.

Section 5703.6 Piping systems; add a sentence to read as follows:

5703.6 Piping system. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. An approved method of secondary containment shall be provided for underground tank and piping systems.

Section 5704.2.11.4 Leak prevention; add a sentence to read as follows:

Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.

Section 5704.2.11.4.2 Leak detection; amend to read as follows:

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

Section 5704.2.11.4 Leak prevention; add Section 5704.2.11.4.3 to read as follows:

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

Section 5707.4 Mobile fueling areas; add paragraph to read as follows:

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

Section 6103.2.1 Portable containers; add Section 6103.2.1.8 to read as follows:

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

Section 6104.2 Maximum capacity within established limits, Exception; add an exception 2 to read as follows:

Exceptions:

1. {existing text unchanged}
2. Except as permitted in 308 and 6104.3.2, LP-gas containers are not permitted in residential areas.

Section 6104.3 Container location; add Section 6104.3.3 to read as follows:

6104.3.3 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.

Section 6107.4 and 6109.13; amend to read as follows:

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with ~~NFPA 58~~ Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

Exception: ~~Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

Appendix B Fire-Flow requirements for buildings Table B105.2; Amend footnote a. to read as follows:

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

DIVISION 4 RESIDENTIAL CODE

Sec. 3.02.151 - International Residential Code amendments:

The following noted portions of the International Residential Code are hereby amended to read as follows:

Section R102.4 Referenced codes and standards; amend to read as follows:

R102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the *Electrical Code* shall mean the *Electrical Code* as adopted.

Section R103 and R103.1; amend to read as follows:

~~DEPARTMENT OF BUILDING SAFETY~~ Building Inspection Department

R103.1 Creation of enforcement agency. ~~The Department of Building Safety~~ Building Inspection Department is hereby created and the official in charge thereof shall be known as the *building official*.

Section R104.10.1; Flood Hazard areas; delete this section

Section R105.2; Work exempt from permit: Building: Delete # 1, 2, 3, 5 and 10, re-number as follows

Building:

1. ~~One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m²).~~
2. ~~Fences not over 7 feet (2134 mm) high.~~

3. ~~Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.~~

4. 1. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.

5. ~~Sidewalks and driveways.~~

6. 2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

7. 3. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.

8. 4. Swings and other playground equipment.

9. 5. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

10. ~~Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling do not serve the exit door required by Section R311.4.~~

Section R105.3.1.1& R106.1.4; delete these sections entirely

Section R106.1 Submittal documents; Add section 106.1.5 to read as follows:

R106.1.5 Information on storm shelters. Construction documents shall include the information required for storm shelters in ICC 500.

Section R108 Fees; add Section 108.7 to read as follows:

R108.7 Re-Inspection Fee. A fee as established by City Council resolution may be charged when:

1. The inspection called for is not ready when inspector arrives; "Not Ready" is defined as being obviously incomplete. (Example; required element is missing, such as brick ties, on framing/brick-tie inspection, no water on DWV water test, HVAC work incomplete, Electrical work incomplete)
2. No building address is clearly posted; Address must be posted to the following minimums: **T-Pole / Plumbing Rough-in:** On T-Pole brace, **Framing/MEP:** Clearly posted on structure, trash container or sign, **Meter Release or other inspection after dry-in:** Permanent address displayed on structure
3. The project fails twice for the same item
4. Failure to maintain erosion control, trash control or tree protection

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

Section R202 Definitions; change definition of "Townhouse" and add Storm Shelter to read as follows:

TOWNHOUSE. A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a *yard* or *public way* on at least two sides.

[BS] STORM SHELTER. A building, structure or portions thereof, constructed in accordance with ICC 500 and designated for use during a severe wind storm event, such as a hurricane or tornado.

Table R301.2 (1) Climatic and geographic design criteria; amend as follows:**Delete remainder of table Manual J Design Criteria and footnote N**

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER- LAYMENT ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	SPEED ^d (MPH)	Topographic Effects ^k	Special Wind Region ^l	Windborne Debris Zone ^m		Weathering A	Frost Line Depth ^b	Termite ^c					
5 lb/ft	115 (3 sec- gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22° F	No	Local Code	150	64.9° F

Section R302.1 Exterior walls; add exception #6 to read as follows:**Exceptions:** {previous exceptions unchanged}

6. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

Section R302.3 Two-family dwellings; add Exception #3 to read as follows:**Exceptions:**

1. {Existing text unchanged}
2. {Existing text unchanged}
3. two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

Section R302.5.1 Opening protection; amend to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors.

Section R303.3 Bathrooms; Exception: amend to read as follows:

Exception: {existing text unchanged} Spaces containing only a water closet or water closet and a lavatory may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

Section R313.2 One and two-family dwellings automatic fire sprinkler systems; amend to read as follows:

An automatic residential fire sprinkler system shall be installed in one-two-family dwelling that are 6000 square feet or greater and in all existing buildings that are enlarged to be 6000 sq. ft. or greater. For the purpose of this provision, Fire Walls, shall not define separate buildings.

Section R315.2.2 Alterations, repairs and additions; amend exception 2 to read as follows:

Exception:

1. {existing text remains}
2. Installation, alteration or repairs of all electrical powered mechanical systems or plumbing appliances.

Section R322 Flood Resistant Construction. Deleted Section

Section 323 Storm Shelters; amend section to read as follows:

R323.1 General. This section applies to storm shelters where constructed as separate detached buildings or where constructed within buildings for the purpose of providing refuge from storms that produce high winds, such as tornados and hurricanes. In addition to other applicable requirements in this code, storm shelters shall be constructed in accordance with ICC-500.

R323.1.1 Sealed documentation. The construction documents for all structural components and impact-protective systems of the storm shelter shall be prepared and sealed by a registered design professional indicating that the design meets the criteria of ICC-500.

Exception: Structural components and impact-protective systems that are listed and labeled as complying with ICC-500.

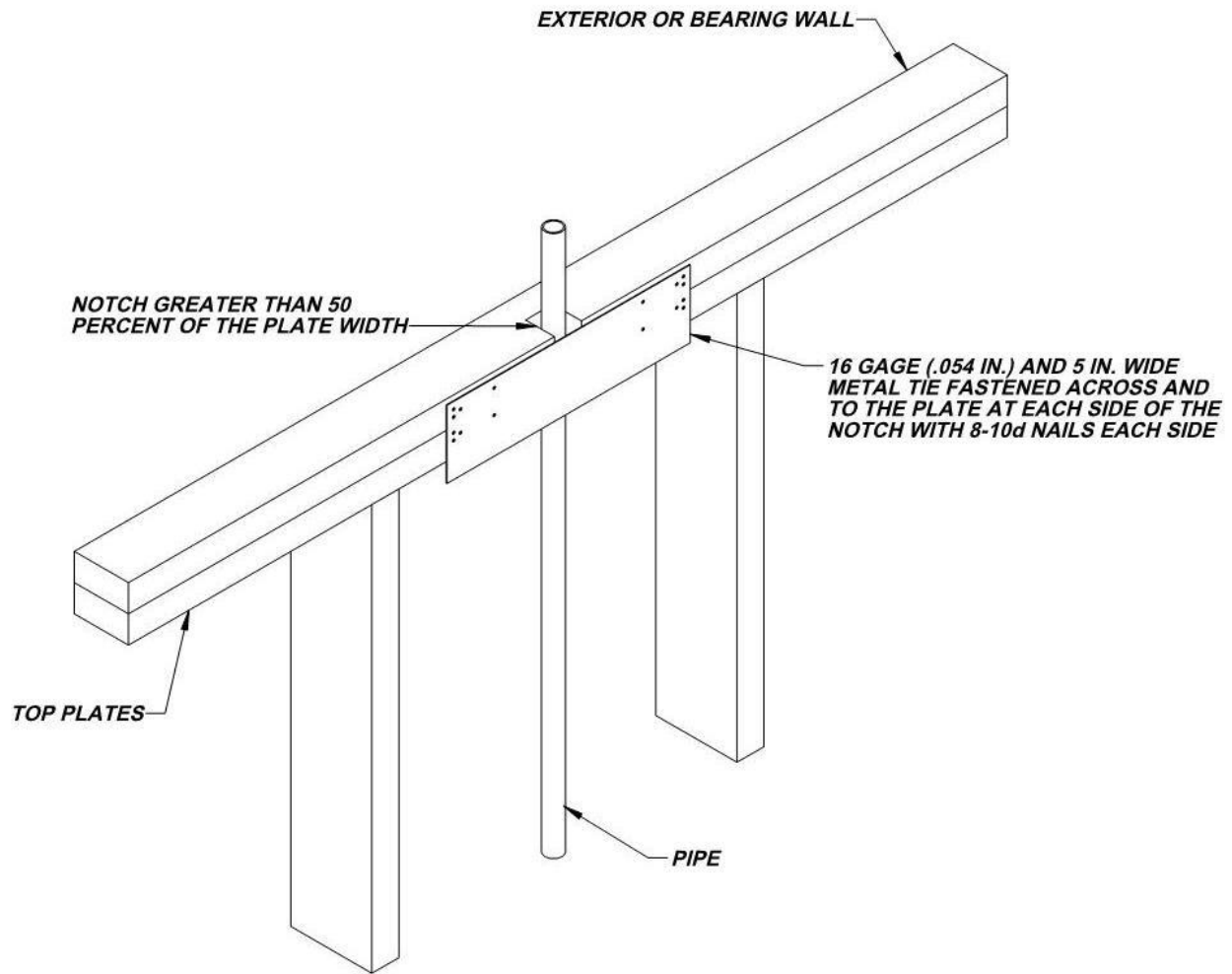
Section R401.2, amended by adding a new paragraph following the existing paragraph to read as follows.

Section R401.2. Requirements. {Existing text unchanged} ... Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

Section 602.6.1; amend the following:

R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 1 ½ inches (38 mm) 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. {Remainder unchanged}

Figure R602.6.1; delete the figure and insert the following figure:



Section R703.8.4.1; add section R703.8.4.1.2 Veneer ties for wall studs to read as follows:

R704.8.4.1.2 Veneer Ties for wall studs

In stud framed exterior walls, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

Section R902.1; Amend and add exception #5 to read as follows:

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed ~~in areas designated by law as requiring their use or when the edge of the roof is less than 3 feet from a lot line.~~ {Remainder unchanged}

Exceptions:

1. {Text unchanged}
2. {Text unchanged}
3. {Text unchanged}
4. {Text unchanged}
5. Non-classified roof coverings shall be permitted on one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed (area defined by jurisdiction).

Section R908.3 Roof replacement; amend to read as follows:

R908.3 Roof replacement. Roof replacement shall include the removal of all existing layers of roof coverings down to the roof deck.

Sections R908.3.1, R908.3.1.1 and R908.4; deleted in its entirety

Chapter 11 [RE] – Energy Efficiency is deleted in its entirety; Reference the 2018 IECC for energy code provisions and recommended amendments

Section M1305.1.2 Appliances in attics; amend to read as follows:

M1305.1.2 Appliances in attics. Attics containing appliances requiring access shall be provided . . . {bulk of paragraph unchanged} . . . sides of the appliance where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb. (136 kg) capacity and pulled to the open position prior to inspection for attic access.
3. An access door from an upper floor level.

Exceptions:

1. The passageway and level service space are not required where the appliance can be serviced and removed through the required opening.
2. Where the passageway is unobstructed...{remaining text unchanged}

Section M1411.3 Condensate disposal; change to read as follows:

M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to a sanitary sewer through a trap, by means of a direct or indirect drain. {Remaining text unchanged}

Section M1411.3.1 Auxiliary and secondary drain systems, Items 3 and 4; add text to read as follows:

M1411.3.1 Auxiliary and secondary drain systems. {bulk of paragraph unchanged}

1. {text unchanged}

2. *{text unchanged}*
3. An auxiliary drain pan... *{bulk of text unchanged}*... with Item 1 of this section. A water level detection device may be installed only with prior approval of the building official.
4. A water level detection device... *{bulk of text unchanged}*... overflow rim of such pan. A water level detection device may be installed only with prior approval of the building official.

Section M1411.3.1.1 Water-level monitoring devices; add text to read as follows:

M1411.3.1.1 Water-level monitoring devices. On down-flow units ...*{bulk of text unchanged}*... installed in the drain line. A water level detection device may be installed only with prior approval of the building official.

Section M1503.6 Makeup Air Required; amend and add exception as follows:

M1503.6 Makeup air required. Exhaust hood systems capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be provided with makeup air at a rate approximately equal to the difference between the exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

Exception: Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m³/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m³/s) shall be provided with a makeup air at a rate approximately equal to the difference between the exhaust air rate and 600 cubic feet per minute.

Section M2005.2 Prohibited locations; amend to read as follows:

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an approved self-closing device. Installation of direct-vent water heaters within an enclosure is not required

Section G2408.3 (305.5) Private garages; delete entire section

Section G2415.2.1 (404.2.1) CSST; add a second paragraph and exception to read as follows:

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EDH).

Section G2415.12 (404.12) and G2415.12.1 (404.12.1) Minimum burial depth; amend to read as follows:

G2415.12 (404.12) Minimum burial depth. Underground *piping systems* shall be installed a minimum depth of ~~±2 inches (305 mm)~~ 18 inches (457 mm) below grade, ~~except as provided for in Section G2415.12.1.~~

Section G2417.1 (406.1) General; amend to read as follows:

G2417.1 (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The permit holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the building official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

Section G2417.4 (406.4) Test pressure measurements; amend to read as follows:

G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the *pressure test* period. The source of pressure shall be isolated before the *pressure tests* are made, gauges used to measure... {remainder unchanged}

Section G2417.4.1 (406.4.1) Test pressure; amend to read as follows:

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing

Section G2417.4.2 Test duration; amend to read as follows:

G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the Building Official, but in no case for less than fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the Building Official, but in no case for less than thirty (30) minutes.

Section G2420.1 (406.1) General; add Section G2420.1.4 to read as follows:

G2420.1.4 Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) *piping systems* shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the *valves*, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

Section G2420.1.1 (409.1.1) Valve approval; Add sentence to paragraph to read as follows:

Section G2420.1.1 (409.1.1) Valve approval. All valves servicing cooktops, stovetops, ranges and ovens shall be approved ANSI Z 21.15 valves with full shut off handles. Keyed/handleless (Clive) valves will not be allowed for the appliances mentioned only.

Section G2420.1.3 (409.1.3) Access to shutoff valves; Add sentence to paragraph to read as follows:

Section G2420.1.3 (409.1.3) Access to shutoff valves. Shutoff valves for cooktops, stovetops, ovens and ranges shall be readily accessible unless approved by Building Official or Chief Building Inspector on per case basis.

Section G2420.5.1 (409.5.1) Located within same room; add text to read as follows:

G2420.5.1 (409.5.1) Located within the same room. The shutoff valve *{bulk of paragraph unchanged}*... in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

Section G2421.1 (410.1) Pressure regulators; add text and Exception to read as follows:

G2421.1 (410.1) Pressure regulators. A line pressure regulator shall be ... *{bulk of paragraph unchanged}*... approved for outdoor installation. Access to regulators shall comply with the requirements for access to appliances as specified in Section M1305.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

Section G2422.1.2.3 (411.1.3.3) Prohibited locations and penetrations; delete Exception 1 and Exception 4.

Section G2445.2 (621.2) Prohibited use; add Exception to read as follows:

G2445.2 (621.2) Prohibited use. One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a *dwelling unit*.

Exception: Existing approved unvented room heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the Building Official unless an unsafe condition is determined to exist as described in International Fuel Gas Code Section 108.7 of the Fuel Gas Code.

Section G2448.1.1 (624.1.1) Installation requirements; amend to read as follows:

G2448.1.1 (624.1.1) Installation requirements. The requirements for *water heaters* relative to access, sizing, relief valves, drain pans and scald protection shall be in accordance with this code

Section P2603; amend to read as follows:

P2603.3 Protection against corrosion. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

Section P2603.5.1 Sewer Depth; change to read as follows:

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 12 inches (304 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

Section P2604; add section 2604.2.1 Plastic sewer and DWV piping installation to read as follows:

P2604.2.1 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

P2605.1 General; add text and #5 to list:

P2605.1 General. Piping and expansion tanks ... remainder unchanged...

5. Thermal expansion tanks shall be supported to not allow sagging, hangers and anchors shall be of sufficient strength to support tanks and attached to building construction in an approved manner.

Section P2801.6 Required pan; amend to read as follows:

P2801.6 Required pan.

Where a storage tank-type water heater or a hot water storage tank is installed in a location where water leakage from the tank will cause damage, the tank shall be installed in a pan constructed of one of the following:

1. Galvanized steel or aluminum of not less than 0.0236 inch (0.6010 mm) in thickness.
2. Plastic not less than 0.036 inch (0.9 mm) in thickness.
3. Other *approved* materials.

~~A plastic pan beneath a gas-fired water heater shall be constructed of material having a flame spread index of 25 or less and a smoke-developed index of 450 or less when tested in accordance with ASTM E84 or UL 723.~~

Section P2801.6.1 Pan size and drain; amend to read as follows:

Section P2801.6.1 Pan Size and drain. The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4. Multiple pan drains may terminate to a single discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

Section P2801.7; amend Exceptions to read as follows:

Exceptions:

1. Elevation of the ignition source is not required for appliances that are listed as flammable vapor ignition resistant
2. Electric Water Heater

Section P2804.6.1 Requirements for discharge piping; amend to read as follows:

Section P2804.6.1 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap ~~located in the same room as the water heater.~~
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

5. Discharge ~~to the floor~~, to an indirect waste receptor or to the outdoors.

[remainder unchanged]

Section P2902.5.3; amend to read as follows:

P2902.5.3 Lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

Section P3009.9 Solvent cementing; amend to read as follows:

P3003.9. Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Section P3111Combination waste and vent system; delete section entirely

Section P3112.2 Vent connection; delete and replace with the following:

P3112.2 Vent connection. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drain board height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

DIVISION 5 MECHANICAL CODE

Sec. 3.02.201- International Mechanical Code amendments:

The following noted portions of the International Mechanical Code are hereby amended to read as follows

Section 102.8; amend to read as follows:

102.8 Referenced codes and standards. The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the *Electrical Code* as adopted.

Section 306.3 Appliances in attic; amend to read as follows:

306.3 Appliances in attics. Attics containing appliances requiring access shall be provided . . . {bulk of paragraph unchanged} . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb. (136 kg) capacity and pulled to the open position prior to inspection for attic access.
3. An access door from an upper floor level.
4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed... {remainder of section unchanged}

Section 306.5 Equipment and appliances on roofs or elevated structures; amend to read as follows:

306.5 Equipment and appliances on roofs or elevated structures. . Where equipment requiring access or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such access shall . . . {bulk of section to read the same} . . . on roofs having a slope greater than 4 unit's vertical in 12 unit's horizontal (33-percent slope). ... {Bulk of section to read the same}.

Section 306.5.1 Sloped roofs; amend to read as follows:

306.5.1 Sloped roofs. Where appliances, equipment, fans or other components that require service are installed on roofs having slopes greater than 4 units vertical in 12 units horizontal and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the International Building Code.

Section 306 Access and service space; add Section 306.6 to read as follows:

306.6 Water heaters above ground or floor. When the mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 307.2.3 Auxiliary and secondary drain system; amend item 2 to read as follows:

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard such as dripping over a walking surface or other areas so as to create a nuisance.

Section 403.2.1 Recirculation of air; add an item 5 to read as follows:

5. Toilet rooms within private dwellings that contain only a water closet, lavatory or combination thereof may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

Section 501.3 Exhaust discharge; add an exception to read as follows:

501.3 Exhaust Discharge. The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance and not less than the distances specified in Section 501.3.1. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic, crawl space, or be directed onto walkways.

Exceptions:

1. Whole-house ventilation-type attic fans shall be permitted to discharge into the attic space of dwelling units having private attics.
2. Commercial cooking recirculating systems.
3. Where installed in accordance with the manufacturer's instructions and where mechanical or natural ventilation is otherwise provided in accordance with Chapter 4, listed and labeled domestic ductless range hoods shall not be required to discharge to the outdoors.
4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.

Section 607.5.1 Fire walls; amend to read as follows:

607.5.1 Fire Walls. Ducts and air transfer openings permitted in fire walls in accordance with Section 705.11 of the International Building Code shall be protected with listed fire dampers installed in accordance with their listing. For hazardous exhaust systems see Section 510.1-510.9 IMC.

DIVISION 6 FUEL GAS CODE

Sec. 3.02.251 - International Fuel Gas Code amendments:

The following noted portions of the International Fuel Gas Code are hereby amended to read as follows

Section 102.2 Existing installations; add an exception to read as follows:

Exception: Existing dwelling units shall comply with Section 621.2.

Section 102.8 Referenced codes and standards; amend to read as follows:

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the *Electrical Code* as adopted.

Section 306.3 Appliances in attic; amend to read as follows:

[M] 306.3 Appliances in attics. Attics containing appliances requiring *access* shall be provided . . . {*bulk of paragraph unchanged*} . . . side of the *appliance*. The clear *access* opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest *appliance*. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb. (136 kg) capacity and pulled to the open position prior to inspection for attic access
4. An access door from an upper floor level.
5. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

1. The passageway and level service space are not required where the *appliance* is capable of being serviced and removed through the required opening.
2. Where the passageway is not less than {*bulk of section to read the same*}.

Section 306.5 Equipment and appliances on roofs or elevated structures; amend to read as follows:

[M] 306.5 Equipment and appliances on roofs or elevated structures. Where *equipment* requiring *access* or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, ~~an~~ a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such access shall . . . {bulk of section to read the same} . . . on roofs having a slope greater than 4 unit's vertical in 12 unit's horizontal (33-percent slope). ... {Bulk of section to read the same}.

Section 306.5.1 Sloped roofs; amend to read as follows:

[M] 306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on roofs having slopes greater than 4 units vertical in 12 units horizontal and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

Section 306 Access and service space; add Section 306.7 with exception and subsection 306.7.1 to read as follows:

306.7 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger when approved by the code official) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 401.5 Identification; add a second paragraph to read as follows:

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

Section 402.3 Sizing; add an exception to read as follows:

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EHD).

Section 404.12 Minimum burial depth; amend to read as follows:

404.12 Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18 inches (458 mm) top of pipe below grade-

Section 404.12.1 Individual outside appliances; amend to read as follows:

404.12.1 Individual outside appliances. Individual lines to outside lights, grills or other appliances shall be installed a minimum of 12 inches (203 mm) top of pipe below finished grade, provided that such installation is approved and is installed in locations not susceptible to physical damage.

Section 406.1 General; amend to read as follows:

406.1 General. Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in Sections 406.1.1 through 406.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

Section 406.4 Test pressure measurement; amend to read as follows:

406.4 Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.

Section 406.4.1 Test pressure; amend to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Section 406.4.2 Test duration; change to read as follows:

406.4.2 Test duration. Test duration shall be held for a length of time satisfactory to the Code Official, but in no case for less than fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the Code Official, but in no case for less than thirty (30) minutes. (Delete remainder of section.)

Section 409.1 Valve approval; add Section 409.1.4 to read as follows:

409.1.4 Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

Section 409.1.1 Valve approval; add sentence to paragraph to read as follows:

Section 409.1.1 Valve approval. All valves servicing cooktops, stovetops, ranges and ovens shall be approved ANSI Z 21.15 valves with full shut off handles. Keyed/handles (Clive) valves will not be allowed for the appliances mentioned only.

Section 409.1.3 Access to shutoff valves; Add sentence to paragraph to read as follows:

Section 409.1.3 Access to shutoff valves. Shutoff valves for cooktops, stovetops, ovens and ranges shall be readily accessible unless approved by Building Official or Chief Building Inspector on per case basis.

Section 409.5.1 Located within same room; add text to read as follows:

Section 409.5.1 Located within the same room. The shutoff valve *{bulk of paragraph unchanged}*... in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

Section 410.1 Pressure regulators; add a second paragraph and exception to read as follows:

Access to regulators shall comply with the requirements for access to appliances as specified in Section 306.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

Section 621.2 Prohibited use; add exception as follows:

621.2 Prohibited use. One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

Exception: Existing *approved* unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when *approved* by the Code Official unless an unsafe condition is determined to exist as described in Section 108.7.

Section 624.1.1 Installation requirements; amend to read as follows:

624.1.1 Installation requirements. The requirements for water heaters relative to access, sizing, relief valves, drain pans and scald protection shall be in accordance with the *International Plumbing Code*.

DIVISION 7 PLUMBING CODE**Sec. 3.02.301 - International Plumbing Code amendments:**

The following noted portions of the International Plumbing Code are hereby amended to read as follows

Table of Contents, Chapter 7, Section 714; amend to read as follows:

714 Engineered Drainage Design 69

Section 102.8 referenced codes and standards; amend to read as follows:

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 13 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

Sections 106.6.2 Fee schedule and 106.6.3 fee refunds; amend to read as follows:

106.6.2 Fee schedule. The fees for all plumbing work shall be as adopted by resolution of the governing body of the jurisdiction.

106.6.3 Fee Refunds. The code official shall establish a policy for-authorizing the refunding of fees.. {Delete balance of section}

Section 109 Means of Appeal; Delete entire section and insert the following:

SECTION 109
MEANS OF APPEAL

109.1 Application for appeal. Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

Section 305.1; amend to read as follows:

305.1 Protection against contact. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the

sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

Section 305.4.1 sewer depth; amend to read as follows:

305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 12 inches (304 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

Section 305.7 Protection of components of plumbing system; amend to read as follows:

305.7 Protection of components of plumbing system. Components of a plumbing system installed within 3 feet along alleyways, driveways, parking garages or other locations in a manner in which they would be exposed to damage shall be recessed into the wall or otherwise protected in an *approved* manner.

Section 306.2 Trenching and bedding; add section 306.4 to read as follows:

306.2.4 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

Section 314.2.1 Condensate disposal; amend to read as follows:

314.2.1 Condensate disposal. Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an *approved* place of disposal. ... {text unchanged} ... Condensate shall not discharge into a street, alley, sidewalk, roof-top, or other areas so as to cause a nuisance.

Section 401.1 Scope; add a sentence to read as follows:

401.1 Scope. This chapter shall govern the materials, design and installation of plumbing fixtures, faucets and fixture fittings in accordance with the type of *occupancy*, and shall provide for the minimum number of fixtures for various types of occupancies. The provisions of this Chapter coordinate with the provisions of the *Building Code*. Should any conflicts arise between the two chapters, the *Code Official* shall determine which provision applies.

Section 409.2 Water connection; amend to read as follows:

409.2 Water connection. The water supply to a commercial dishwashing machine shall be protected against backflow by an air gap or backflow preventer in accordance with Section 608. (Remainder of section unchanged)

Section 412.4 Public laundries and central washing facilities; amend to read as follows:

412.4 Required location for floor drains ~~Public laundries and central washing facilities.~~ Floor drains shall be installed in the following areas.

1. In public coin-operated laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.

2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the code official may accept floor sinks.
3. Public restrooms.

Section 502.3 Water heaters installed in attic; amend to read as follows:

502.3 Appliances in attics. Attics containing a water heater shall be provided . . . {bulk of paragraph unchanged} . . . side of the water heater. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions be not less than 20 inches by 30 inches(508mm by 762mm) where such dimensions are large enough to allow removal of the water heater. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity and pulled down in open position prior to inspection for attic access
3. An access door from an upper floor level.
4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed... {remainder of section unchanged}

Section 502 Installation; Add Section 502.6 to read as follows:

502.6 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 504.6 Requirements for discharge piping; change to read as follows:

504.6 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap. ~~located in the same room as the water heater.~~
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufacture's installation instructions and installed with those instructions.

5. Discharge to an approved location or to the outdoors.

6. Discharge in a manner that does not cause personal injury or structural damage.
7. Discharge to a termination point that is readily observable by the building occupants.
8. Not be trapped.
9. Be installed so as to flow by gravity.
10. Terminate not more than 6 inches above and not less than two times the discharge pipe diameter above the floor or flood level rim of the waste receptor.
11. Not have a threaded connection at the end of such piping.
12. Not have valves or tee fittings.
13. Be constructed of those materials listed in Section 605.4 or materials tested, rated and *approved* for such use in accordance with ASME A112.4.1.
14. Be one nominal size larger than the size of the relief valve outlet, where the relief valve discharge piping is installed with insert fittings. The outlet end of such tubing shall be fastened in place

Section 504.7.1 Pan size and drain; amend to read as follows:

Section 504.7.1 Pan size and drain. The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4. Multiple pan drains may terminate to a single discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

Section 604.4 Maximum flow and water consumption; add Section 604.4.1 to read as follows:

604.4.1 State maximum flow rate. Where the State mandated maximum flow rate is more restrictive than those of this section, the State flow rate shall take precedence.

Section 604.8 Water pressure-reducing valve or regulator; add Section 604.8.3 and section 604.8.3.1 to read as follows:

604.8.3 Thermal expansion control. An expansion tank or approved device shall be installed for the water heater with the addition of a pressure reducing valve or regulator creating a closed system.

604.8.3.1 Thermal expansion tank support. Thermal expansion tanks shall be supported to not allow sagging, hangers and anchors shall be of sufficient strength to support tanks and attached to building construction in an approved manner.

Section 606.1 Location of full open valves; delete items #4 and #5.

Section 606.2 Location of shutoff valves; amend to read as follows:

606.2 Location of shutoff valves. Shutoff valves shall be installed in the following locations:

1. On the fixture supply to each plumbing fixture other than bathtubs and showers in one- and two-family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses and similar occupancies.
2. On the water supply pipe to each appliance or mechanical equipment.

Section 608.1 General; amend to read as follows:

608.1 General. A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from non-potable liquids, solids or gases being introduced into the potable water supply through cross-connections or any other piping connections to the system. Backflow preventer applications shall conform to applicable local regulations, Table 608.1, and as specifically stated in Sections 608.2 through 608.16.10.

Section 608.17.5 Connections to lawn irrigation systems; amend to read as follows:

608.17.5 Connections to lawn irrigation systems.

The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

Section 608.18 Protection of individual water supplies; amend to read as follows:

608.18 Protection of individual water supplies. An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with applicable local regulations. Installation shall be in accordance with Sections 608.17.1 through 608.17.8.

Section 703.6 Combined sanitary and storm public sewer; Delete entire section

Section 704 Drainage piping installation; add section 704.5 to read as follows:

704.5 Single stack fittings. Single stack fittings with internal baffle, PVC schedule 40 or cast iron single stack shall be designed by a registered engineer and comply to a national recognized standard

Section 705.10.2 Solvent cementing; amend to read as follows:

705.10.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Section 712 Sumps and ejectors; add Section 712.5 to read as follows:

712.5 Dual Pump System. All sumps shall be automatically discharged and, when in any “public use” occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

Section 713 Computerized drainage design and 713.1 design of drainage system; amend to read as follows:

**SECTION 713
ENGINEERED DRAINAGE DESIGN**

713.1 Design of drainage system. The sizing, design and layout of the drainage system shall be designed by a registered engineer using approved design methods.

Section 803 Special waste; add section 803.3 to read as follows:

803.3 Special waste pipe, fittings, and components. Pipes, fittings, and components receiving or intended to receive the discharge of any fixture into which acid or corrosive chemicals are placed shall be constructed of CPVC, high silicone iron, PP, PVDF, chemical resistant glass, or glazed ceramic materials

Section 903.1 Roof extension; amend to read as follows:

903.1 Roof extension. All open vent pipes that extend through a roof shall be terminated at least six (6) inches (152 mm) above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof.

Section 918.3; amend to read as follows.

918.3 Where permitted. Individual, branch and circuit vents shall be permitted to terminate with a connection to an individual or branch-type air admittance valve in accordance with Section 918.3.1. Stack vents and vent stacks shall be permitted to terminate to stack-type air admittance valves in accordance with Section 918.3.2. Air admittance valves shall only be installed with the prior approval of the building official.

Section 1106.1 General; amend to read as follows:

1106.1 General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on six (6) inches per hour rainfall rate.

Section 1108.3 Sizing of secondary drains; amend to read as follows:

1108.3 Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106 Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

Section 1109 Controlled flow roof drain systems; Delete entire section

Section 1202.1 Nonflammable medical gases; delete Exception 1 and 2:

DIVISION 8 NATIONAL ELECTRIC CODE

Sec. 3.02.351 - National Electrical Code amendments:

The following noted portions of the National Electrical Code are hereby amended to read as follows

Article 100 Definitions; add the following to definitions:

Engineering Supervision: Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations.

Article 100; amend the following definition to read as follows:

Intersystem Bonding Termination. A device that provides a means for connecting intersystem bonding conductors for communication systems to the grounding electrode system.

Article 110.2 Approval; amend the following to read as follows:

110.2 Approval. The conductors and equipment required or permitted by this *Code* shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third party inspection agency approved by the AHJ.

Informational Note No. 1: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of *Approved*, *Identified*, *Labeled*, and *Listed*.

Informational Note No. 2: Manufacturer's self-certification of equipment may not necessarily comply with US product safety standards as certified by a Nationally Recognized Testing Lab

Informational Note No. 3: NFPA 790 and 791 provide an example of an approved method for qualifying a third party inspection agency.

Article 210.52(G) (1) Garages: amend the following to read as follows:

(1) Garages. In each attached garage and in each detached garage with electric power. At least one receptacle outlet shall be installed for each car space.

Article 500.8 (A) (3) Equipment; amend to read as follows:

500.8 Equipment. Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

(A) Suitability. Suitability of identified equipment shall be determined by one of the following:

- (1) Equipment listing or labeling
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation
- (3) Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation or an engineering judgment signed and sealed by a qualified licensed Professional Engineer in the State of Texas.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

Article 505.7 (A) Implementation of Zone classification systems; amend to read as follows:

- (A) **Implementation of Zone Classification System.** Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a qualified licensed Professional Engineer in the State of Texas.

Article 517.31 (G) Coordination; amend to read as follows:

(G) Coordination. Overcurrent protective devices serving the equipment branch of the essential electrical system shall be coordinated for the period of time that a fault's duration extends beyond 0.1 second.

Exception No. 1: Between transformer primary and secondary overcurrent protective devices, where only one overcurrent protective device or set of overcurrent protective devices exists on the transformer secondary.

Exception No. 2: Between overcurrent protective devices of the same size (ampere rating) in series.

Informational Note: The terms coordination and coordinated as used in this section do not cover the full range of overcurrent conditions.

Article 600.6(A) (1) At Point of Entry to a Sign; Exception 1; amend to read as follows:

Exception No.1: A disconnect shall not be required for branch circuits(s) or feeder conductor(s) passing through the sign where enclosed in a Chapter 3 listed raceway or metal-jacketed cable identified for the location. The conductor(s) shall not serve the sign body or sign enclosure where passing through.

Article 600.6(A) (1) At Point of Entry to a Sign; add new Exception No. 3 to read as follows:

Exception No. 3: A disconnect shall not be required at the point of entry to a sign body, sign enclosure, or pole for branch circuit conductor(s). The conductor(s) shall be enclosed in a Chapter 3 listed raceway or metal-jacketed cable identified for location. The conductor(s) shall be routed to a device box which contains the disconnect. A field applied permanent warning label that is visible during servicing shall be applied to the raceway at or near the point of entry into the sign enclosure or sign body. The warning label shall comply with 110.21(B) and state the following, "Danger – this raceway contains energized conductors". The marking shall include the location of the disconnecting means for energized conductor(s). The disconnecting means shall be capable of being locked in the open position in accordance with 110.25.

Article 680.25(A) Feeders; amend to read as follows; delete the exception

680.25 Feeders.

These provisions shall apply to any feeder on the supply side of panel boards supplying branch circuits for pool equipment covered in Part II of this article and on the load side of the service equipment or the source of a separately derived system.

(A) Wiring Methods.

Feeders shall be installed in rigid metal conduit, intermediate metal conduit. The following wiring methods shall be permitted if not subject to physical damage:

- (1) Liquid tight flexible nonmetallic conduit
- (2) Rigid polyvinyl chloride conduit
- (3) Reinforced thermosetting resin conduit
- (4) Electrical metallic tubing where installed on or in a building
- (5) Electrical nonmetallic tubing where installed within a building
- (6) Type MC Cable where installed within a building and if not subject to corrosive environment

DIVISION 9 ENERGY CONSERVATION CODE

Sec. 3.02.401 - International Energy Conservation Code amendments:

The following noted portions of the International Energy Conservation Code are hereby amended to read as follows

Section C102/R102 General; add Section C102.1.2 and R102.1.2 (N1101.4.1) to read as follows:

C102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

R102.1.2 (N1101.4.1) Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4.1.2 (N1102.4.1.2) and R403.3.3 (N1103.3.3) respectively.

Section C202 and R202; add the following definition:

PROJECTION FACTOR. The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change its performance properties, including U-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

Table 402.1.2 (N1102.1.2) INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT; the Fenestration U-factor for Climate Zone 3 is amended as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR
3	<u>0.35</u>

Table 402.1.4 (N1102.1.4) EQUIVALENT U-FACTORS; the Fenestration U-factor for Climate Zone 3 is amended as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR
3	<u>0.35</u>

Section C402.2/R402.2; Add Section C402.2.7 and R402.2.14 to read as follows:

Section C402.2.7/R402.2.14 Insulation installed in walls. To insure that insulation remains in place, insulation batts installed in walls shall be totally secured by an enclosure on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting or other equivalent material approved by the building official.

Section R402.3.2 Glazed fenestration SHGC; amend by adding a paragraph and table following the exception to read as follows:

Where vertical fenestration is shaded by an overhang, eave, or permanently attached shading device, the SHGC required in Table R402.1.2 shall be reduced by using the multipliers in Table R402.3.2 SHGC Multipliers for Permanent Projections.

Table R402.3.2 SHGC Multipliers for Permanent Projections ^a

Projection Factor	SHGC Multiplier (all Other Orientation)	SHGC Multiplier (North Oriented)
0 - 0.10	1.00	1.00
>0.10 – 0.20	0.91	0.95
>0.20 – 0.30	0.82	0.91
>0.30 – 0.40	0.74	0.87
>0.40 – 0.50	0.67	0.84
>0.50 – 0.60	0.61	0.81
>0.60 – 0.70	0.56	0.78
>0.70 – 0.80	0.51	0.76
>0.80 – 0.90	0.47	0.75
>0.90 – 1.00	0.44	0.73

^a North oriented means within 45 degrees of true north.

R402.4.1.2 Testing; Add a last paragraph to read as follows:

Mandatory testing shall only be performed by individuals that are certified to perform air infiltration testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

C402.4.2 Minimum skylight fenestration area; add exception # 6 to read as follows:

6. Storm shelters complying with ICC 500.

C402.4.3 Maximum U-factor and SHGC; add exception to read as follows:

Exception: The maximum U-factor and solar heat gain coefficient (SHGC) for fenestration shall not be required in storm shelters complying with ICC 500.

R402.4.1.2 Testing; Add a last paragraph to read as follows:

Mandatory testing shall only be performed by individuals that are certified to perform duct testing leakage testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

Section R402.4 (N1102.4) Air leakage (Mandatory); add section R402.4.1.3 and table R402.4.1.3 to read as follows:

R402.4.1.3 (N1102.4.1.3) Testing option – ACH tradeoff. As an option to the air leakage rate set out in Section R402.4.1.2 (N1102.4.1.2), 1- and 2-family homes meeting all of the listed criteria below and the *thermal envelope* requirements in Table R402.4.1.3 (N1102.4.1.3) will be considered compliant when tested and verified as having an air leakage rate to not less than or equal to four air changes per hour when tested and reported in accordance with the testing standards and reporting criteria listed in Section R402.4.1.2 (N1102.4.1.2).

The compliance equivalency is limited as follows:

1. Limited to a conditioned floor area between 1,000 and 6,000 square feet,
2. Limited to between 2 to 6 bedrooms,
3. Assumes all ductwork and mechanical equipment is located in the unconditioned attic,
4. Assumes typical wood framing in the walls and roof, and
5. Assumes one of the following heating/cooling systems:
 - a. All electric system with a heat pump for heating, or
 - b. A system with electric cooling and natural gas heating.

Dwellings using electric resistance strip heating do not qualify for this tradeoff.

TABLE R402.4.1.3 (N1102.4.1.3)^a

Envelope Component	Option #1	Option #2
R402.4 Air Leakage	≤ 4 ACH50	≤ 4 ACH50
Wall Insulation <i>R</i> -value	$R_{13} + R_3^b$	$R_{13} + R_3^b$
Fenestration <i>U</i> -factor	≤ 0.32	≤ 0.32
Fenestration SHGC	≤ 0.25	≤ 0.25
Ceiling <i>R</i> -value	$\geq R_{49}$	$\geq R_{49}$
Duct Insulation <i>R</i> -value	R8	R6
Radiant Barrier Required	No	Yes

^a Except for the values listed in the table, all other mandatory code provisions are applicable.

^b The first value listed is the *R*-value of cavity insulation, the second value is the *R*-value of the continuous insulation or insulated siding.

Section R402.4 Air leakage (Mandatory); add section R402.4.1.4 to read as follows:

R402.4.1.4 Testing options for R2 multifamily dwelling units. As an option to the air leakage rate set out in Section R402.4.1.2, multifamily dwelling units will be considered compliant when tested and verified as having an air leakage rate to the air leakage rate set out in either Section R402.4.1.4.1 or Section R402.4.1.4.2 when tested and reported in accordance with the testing standards and reporting criteria listed in Section R402.4.1.2

R402.4.1.4.1 Total air leakage rate for interior multifamily dwelling units. Interior multifamily dwelling units with a measured, “unguarded” total air leakage result of 5.3 ACH50 or less shall be considered compliant.

R402.4.1.4.2 Total air leakage rate for corner multifamily dwelling units. Corner multifamily units with a measured, “unguarded” total leakage result of less than 5.0 ACH50 shall be considered compliant.

Section R402.4 Air leakage (Mandatory); add section R402.4.1.5 to read as follows:

R402.4.1.5 Sampling options for R2 multifamily dwelling units. For buildings having three or more dwelling units, a minimum of 15% of the dwelling units in each building must be tested as required by Section R402.4.1.2. Prior to beginning sampling for testing, “Initial Testing” is required for each multifamily property. “Initial Testing” shall consist of the 3rd party testing contractor performing the required tests on at least three consecutive dwelling units. Test results from the “Initial Testing” must satisfy minimum code requirements before sampling is permitted. Dwelling units selected for the “Initial Testing” must be within the same building. Dwelling units selected for “Initial Testing” shall not be included in a “sample group” or counted toward the minimum 15% of dwelling units tested. The building official shall randomly select the three dwelling units for “Initial Testing.” The building official may delegate the random selection to the designated 3rd party testing contractor.

R402.4.1.5.1 Sample group Identification and Sampling. The builder shall identify a "sample group" which may be a building, floor, fire area or portion thereof. All of the dwelling units within the "sample group" must be at the same stage of construction and must be ready for testing. The building official shall randomly select at least 15% of dwelling units from each "sample group" for testing. The building official may delegate the random selection to the designated 3rd party testing contractor.

If each tested dwelling unit within a "sample group" meets the minimum code requirements, then all dwelling units in the "sample group" are considered to meet the minimum code requirements.

Before a building may be deemed compliant with the testing as required, each "sample group" must be deemed compliant with the minimum code requirements. The sum total of all of the tested dwelling units across all "sample groups" shall not be less than a minimum of 15% of the dwelling units in a building.

R402.4.1.5.2 Failure to Meet Code Requirement(s). If any dwelling units within the identified "sample group" fail to meet a code requirement as determined by testing, the builder will be directed to correct the cause(s) of failure, and 30% of the remaining dwelling units in the "sample group" will be randomly selected for testing by the building official, or third-party testing contractor, regarding the specific cause(s) of failure.

If any failures occur in the additional dwelling units, all remaining dwelling units in the sample group must be individually tested for code compliance.

A multifamily property with three failures within a 90-day period is no longer eligible to use the sampling protocol in that community or project until successfully repeating "Initial Testing." Sampling may be reinstated after at least three consecutive dwelling units are individually verified to meet all code requirements.

A Certificate of Occupancy may not may be issued for any building until testing has been performed and deemed to satisfy the minimum code requirements on the dwelling unit(s) identified for testing.

Section R403.3 Ducts; add section R403.3.4.1 to read as follows:

R403.3.4.1 Sampling options for R2 multifamily dwelling units. For buildings having three or more dwelling units, a minimum of 15% of the dwelling units in each building must be tested as required by Section R403.3.3. Prior to beginning sampling for testing, "Initial Testing" is required for each multifamily property. "Initial Testing" shall consist of the 3rd party testing contractor performing the required tests on at least three consecutive dwelling units. Test results from the "Initial Testing" must satisfy minimum code requirements before sampling is permitted. Dwelling units selected for the "Initial Testing" must be within the same building. Dwelling units selected for "Initial Testing" shall not be included in a "sample group" or counted toward the minimum 15% of dwelling units tested. The building official shall randomly select the three dwelling units for "Initial Testing." The building official may delegate the random selection to the designated 3rd party testing contractor.

R403.3.4.1.1 Sample group Identification and Sampling. The builder shall identify a "sample group" which may be a building, floor, fire area or portion thereof. All of the dwelling units within the "sample group" must be at the same stage of construction and must be ready for testing. The building official shall randomly select at least 15% of dwelling units from each "sample group" for testing. The building official may delegate the random selection to the designated 3rd party testing contractor.

If each tested dwelling unit within a "sample group" meets the minimum code requirements, then all dwelling units in the "sample group" are considered to meet the minimum code requirements.

Before a building may be deemed compliant with the testing as required, each "sample group" must be deemed compliant with the minimum code requirements. The sum total of all of the tested dwelling units across all "sample groups" shall not be less than a minimum of 15% of the dwelling units in a building.

R403.3.4.1.2 Failure to Meet Code Requirement(s). If any dwelling units within the identified “sample group” fail to meet a code requirement as determined by testing, the builder will be directed to correct the cause(s) of failure, and 30% of the remaining dwelling units in the “sample group” will be randomly selected for testing by the building official, or third-party testing contractor, regarding the specific cause(s) of failure.

If any failures occur in the additional dwelling units, all remaining dwelling units in the sample group must be individually tested for code compliance.

A multifamily property with three failures within a 90-day period is no longer eligible to use the sampling protocol in that community or project until successfully repeating "Initial Testing." Sampling may be reinstated after at least three consecutive dwelling units are individually verified to meet all code requirements.

A Certificate of Occupancy may not be issued for any building until testing has been performed and deemed to satisfy the minimum code requirements on the dwelling unit(s) identified for testing.

Section C403.7.4 Energy recovery ventilation systems (Mandatory); add exception #12 to read as follows:

12. Individual ventilation systems that serve an individual dwelling unit or sleeping unit.

Section C403.11.1 Duct and Plenum Insulation and Sealing (Mandatory); is amended by adding a second paragraph to read as follows:

Environmental ducts and plenums installed in vertical chases, both supply and exhaust, where the ducts or plenums will not be accessible after construction completion, shall be leak tested in accordance with the SMACNA HVAC Air Leakage Test Manual to the installed ductwork class and pressure requirements.

Documentation shall be furnished demonstrating that representative sections totaling not less than 25 percent of the duct area have been tested and that all tested sections comply with the requirements of this section.

Section R404.1 (N1104.1); revised in its entirety to read as follows:

Section R404.1 (N1104.1) Lighting equipment (Mandatory). Not less than 75 percent of the lamps in permanently installed lighting fixtures or not less than 75 percent of the permanently installed lighting fixtures shall contain only high-efficacy lamps.

Section R405.2 (N1105.2); amend to read as follows:

Section 405.2 (N1105.2) Mandatory requirements. Compliance with the section requires that the mandatory provisions identified in Section 401.2 be met. Supply and return ducts not completely inside the building thermal envelope shall be insulated to an R-value of not less than R-6.

Exceptions:

1. For one and two family dwellings the maximum envelope leakage of 4 ACH50 is permitted provided the envelope leakage in the Standard Reference Design is 3 ACH50 and all other requirements of Section R405 are met, including all other mandatory measures. The annual energy cost or source energy usage of the Proposed Design must be equal to or less than that of the Standard Reference Design.
2. For multifamily or townhomes and buildings classified as Group R2 and Group R4 of three stories or less the maximum envelope leakage of less than 5 ACH50 is permitted provided the envelope leakage in the Standard Reference Design is 3 ACH50 and all other requirements of Section R405 are met, including all other mandatory measures. The annual energy cost or source energy usage of the Proposed Design must be equal to or less than that of the Standard Reference Design.

Section R405.6.2; add the following sentence to the end of paragraph:

Acceptable performance software simulation tools may include, but are not limited to, REM Rate™; Energy Gauge®; ICF International Beacon Residential; Ekotrope, HERS Module; Right-Energy HERS and IC3. Other performance software programs as listed by RESNET® and having the ability to provide a report as outlined in R405.4.2 may also be deemed acceptable performance simulation programs and may be considered by the building official.

Section C405.9. Voltage drop in feeders; deleted in its entirety.

Table R406.4 (N1106.4) Maximum Energy Rating Index; amend to read as follows:

**TABLE R406.4 (N1106.4) ¹
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	65

¹ This table is effective until August 31, 2019.

**TABLE R406.4 (N1106.4) ²
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	63

² The table is effective from September 1, 2019 to August 31, 2022.

**TABLE R406.4 (N1106.4) ³
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	59

³ This table is effective on or after September 1, 2022.

Section C408.3.1 Functional Testing; amend to read as follows:

C408.3.1 Functional Testing. Prior to passing final inspection, the registered design professional or approved agency shall provide evidence that the lighting control systems have been tested to ensure that control hardware and software are calibrated, adjusted, programmed, and in proper working condition in accordance with the construction documents and manufacturer's instructions. Functional testing shall be in accordance with Sections C408.3.1.1 through C408.3.1.3 for the applicable control type.

DIVISION 10 PROPERTY MAINTENANCE CODE

Sec. 3.02.451 - International Property Maintenance Code amendments:

The International Property Maintenance Code is hereby adopted as it is written.

DIVISION 11 SWIMMING POOL AND SPA CODE

Sec. 3.02.501 - International Swimming Pool and Spa Code amendments:

The following noted portions of the International Swimming Pool and Spa Code are hereby amended to read as follows

Section 102.9 Other laws; amend to read as follows:

Section 102.9 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to:

1. Texas Department of State Health Services (TDSHS); Standards for Public Pools and Spas; §285.181 through §285.208, (TDSHS rules do not apply to pools serving one- and two family dwellings).
2. Texas Department of Licensing and Regulation (TDLR); 2012 Texas Accessibility Standards (TAS), TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with 2012 TAS, Section 242. (TAS rules do not apply to pools serving one- and two family dwellings).

Exception: Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed to be in compliance with the requirements of this Chapter.

Section 103.1 Creation of enforcement agency; amend to read as follows:

Section 103.1 Creation of enforcement agency. The Building Inspections Department of the City of Celina is hereby created and the official in charge thereof shall be known as the *code official*. The Health Department of the City of Celina is hereby created and the official in charge thereof shall be known as the code official for operation and maintenance of any public swimming pool in accordance this code, local and state law.

Section 107.4 Violation penalties; Delete section entirely:

Section 107.5 Stop work orders; amend to read as follows:

107.5 Stop work orders. Upon notice from the code official, work on any system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be in violation of this code.

Section 202 definitions; create definition:

Health Department of City of Celina: The Health Department of the City of Celina shall regulate the operation of public pools. Routine inspections on pools and spas open to the public are conducted to document compliance with the standards set forth in State law.

Section 305.1 General; amend to read as follows:

Section 305.1 General The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. In one-and two-family dwellings and townhouses, where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

Section 305.2 Outdoor swimming pools and spas; amend to read as follows:

Section 305.2 Outdoor swimming pools and spas. All outdoor aquatic vessels and indoor swimming pools shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7 and in accordance with the Texas Administrative Code, Texas Health and Safety Code 757 for public pools.

Section 305.2.7 Chain link dimensions; add section 305.2.7.1 to read as follows:

Section 305.2.7.1 Chain link fencing prohibited. Chain link fencing is not permitted as a barrier in public pools built after January 1, 1994.

Section 305.4 Structure wall as a barrier; amend to read as follows:

Section 305.4 Structure wall as a barrier. Where a wall of a one and two family dwelling or townhouse or its accessory structure serves as part of a barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Unchanged
2. Unchanged
3. Unchanged

The wall of a building with windows in accordance with 2018 International Building Code, Section 1030 in a Group R2 occupancies shall not be used as part of pool enclosure. Other windows that are part of a pool yard enclosure shall be permanently closed and unable to be opened for public pools.

Section 305.6 Natural barriers; amend to read as follows:

305.6 Natural barriers used in a one and two family dwelling or townhouse. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of eighteen (18) inches, a barrier is not required between the natural body of water shoreline and the pool or spa.

Section 307.1.4 Accessibility; add exception to read as follows:

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

Section 310.1 General: amend to read as follows:

310.1 General. Suction entrapment avoidance for aquatic vessels shall be provided in accordance with APSP 7 or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Rule §265.190 [remainder unchanged]

Section 313.7 Emergency shutoff switch: amend to read as follows:

313.7 Emergency shutoff switch for spas and hot tubs. A clearly labeled emergency shutoff or control switch for the purpose of stopping the motor(s) that provide power to the recirculation system and jet system shall be installed at a point readily accessible to the users and not less than 1.5 m (5 ft.) away, adjacent to, and within sight of the spa or hot tub. This requirement shall not apply to one and two family dwellings.

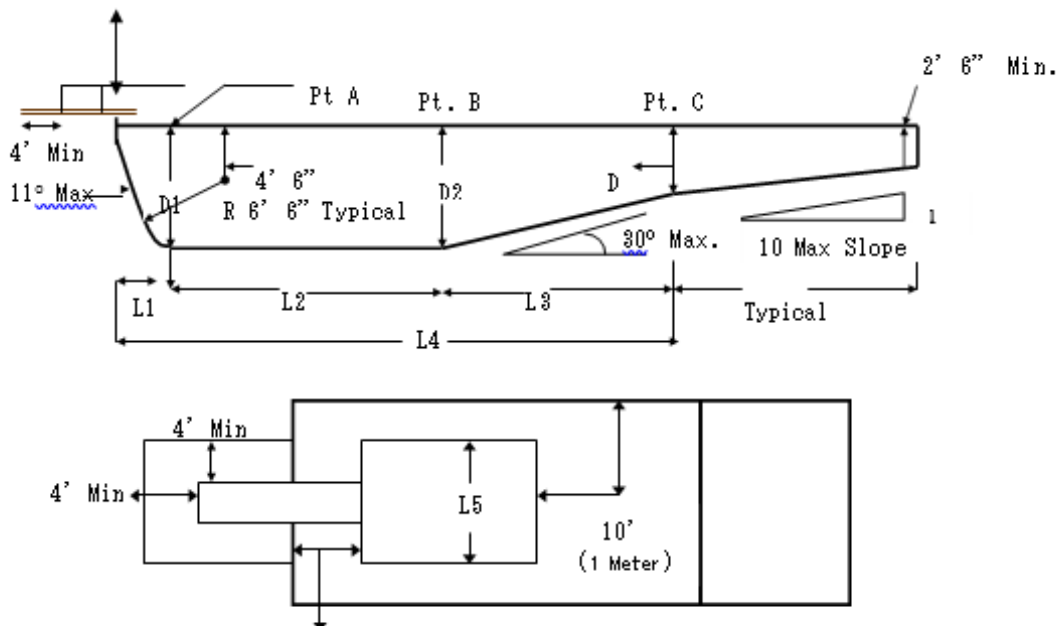
Section 402.12 Water envelopes; amend to read as follows:

Section 402.12 Water envelopes. The minimum diving water envelopes shall be in accordance with ~~Table 402.12~~ Texas department of State Health services, Administrative Code Title 25, Chapter 265, Section 186 (e) and Figure: 25 TAC 256.186 (e) (6). (~~Delete Table 402.12 and Figure 402.12~~)

: Figure: 25 TAC §265.186 (e) (6)

Maximum Diving Board Height Over Water	¾ Meter	1 Meter	3 Meters
Max. Diving Board Length	12 ft.	16 ft.	16 ft.
Minimum Diving Board Overhang	2 ft. 6 in.	5 ft.	5 ft.
D1 Minimum	8 ft. 6 in.	11 ft. 2 in.	12 ft. 2 in.
D2 Minimum	9 ft.	10 ft. 10 in.	11 ft. 10 in.
D3 Minimum	4 ft.	6 ft.	6 ft.
L1 Minimum	4 ft.	5 ft.	5 ft.
L2 Minimum	12 ft.	16 ft. 5 in.	19 ft. 9 in.
L3 Minimum	14 ft. 10 in.	13 ft. 2 in.	13 ft. 11 in.
L4 Minimum	30 ft. 10 in.	34 ft. 7 in.	38 ft. 8 in.
L5 Minimum	8 ft.	10 ft.	13 ft.
H Minimum	16 ft.	16 ft.	16 ft.
From Plumbet to Pool Wall at Side	9 ft.	10 ft.	11 ft. 6 in.
From Plumbet to Adjacent Plumbet	10 ft.	10 ft.	10 ft.

H (Overhead Obstruction or Ceiling)



(Reason: To avoid conflict with 25 TAC Chapter 265)

Section 402.13 Ladders for diving equipment: amend and delete exception to read as follows:

Section 402.13 Ladders for diving equipment. Ladders shall be provided with two grab rails or two handrails. There shall be a uniform distance between ladder treads with a, 7 inch (178 mm) minimum distance and 12 inch (305 mm) maximum distance. Supports, platforms, steps, and ladders for diving equipment shall be designed to carry the

anticipated loads. Steps and ladders shall be of corrosion-resistant material, easily cleanable and with slip-resistant tread;

Section 411.2.1 Tread dimensions and area & 411.2.2 Risers: amend to read as follows:

Section 411.2.1 Tread dimensions and area. Treads shall have a minimum unobstructed horizontal depth (i.e., horizontal run) of 12 inches and a minimum width of 20 inches.

Section 411.2.2 Risers. Risers for steps shall have a maximum uniform height of 10 inches, with the bottom riser height allowed to taper to zero.

Section 411.5.1 Swimouts & 411.5.2 Underwater seats and benches: amend to read as follows:

Section 411.5.1 Swimouts. Swimouts, located in either the deep or shallow area of a pool, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. The leading edge shall be visibly set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface

Section 411.5.2 Underwater seats and benches. Underwater seats and benches, whether used alone or in conjunction with pool stairs, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. Unchanged
5. The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.
6. Unchanged
7. Unchanged

Section 603.2 Class D-2 pools: amend to read as follows:

Section 603.2 Class A and B pools: Class A and B pools over 5 feet deep: the transition point of the pool from the shallow area to the deep area of the pool shall be visually set apart with a 4-inch minimum width row of floor tile, a painted line, or similar means using a color contrasting with the bottom; and a rope and float line shall be provided between 1 foot and 2 feet on the shallow side of the 5-foot depth along and parallel to this depth from one side of the pool to the other side. The floats shall be spaced at not greater than 7-foot intervals; and the floats shall be secured so they will not slide or bunch up. The stretched float line shall be of sufficient size and strength to offer a good handhold and support loads normally imposed by users. If the owner or operator of the pool knows or should have known in the exercise of ordinary care that a rope or float is missing, broken, or defective, the problem shall be promptly remedied

Section 610.5.1 Uniform height of 9 inches: amend to read as follows:

610.5.1 Uniform height of 10 inches. Except for the bottom riser, risers at the centerline shall have a maximum uniform height of 10 inches (~~229~~ 254 mm). The bottom riser height shall be permitted to vary from the other risers.

Section 804 Diving Water Envelopes: amend to read as follows:

Section 804.1 General. The minimum diving water envelopes shall be in accordance with Table 804.1 and Figure 804.1, or the manufacturer's specifications, whichever is greater. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in Table 804.1.

DIVISION 12 EXISTING BUILDING CODE

Sec. 3.02.551 - International Existing Building Code amendments:

The following noted portions of the International Existing Building Code are hereby amended to read as follows

Section 102.4 Referenced codes and standards; amend to read as follows:

Section 102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

Section 202 Definitions; amend definition of Existing Building and Existing Structures to read as follows:

Existing Building - A building, structure, or space, with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; or a change of occupancy.

Existing Structure- A building, structure, or space, with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; or a change of occupancy.

Section 305.1; adds an exception to read as follows:

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

Section 305.4.2; add Number 7 to the list of requirements as follows:

7. At least one accessible family or assisted use toilet room shall be provided in accordance with Chapter 11 of the International Building Code.

Section 401.3 Flood Hazard Areas; delete this section:

Section 405.1.3 New fire escapes; delete entire section:

Section 405.2.5 Flood Hazard Areas; delete this section:

Section 406.1; amend to read as follows:

406.1 Material. Existing electrical wiring and equipment undergoing *repair* shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

Section 502.3 Flood hazard areas; delete entire section:

Section 504.1.2; amend to read as follows:

504.1.2 Existing fire escapes. Existing fire escapes shall continue to be accepted as a component in the means of egress in existing buildings only. Existing fire escapes shall be permitted to be repaired or replaced.

Section 504.1.3; delete entire section:

Section 507.3 Flood hazard areas; delete entire section:

Section 701.3 Flood Hazard Areas; delete entire section:

Section 702.6 Material and methods; amend to read as follows:

Section 702.6 Materials and methods. All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, National Electrical Code, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

Section 802.5.1 Minimum requirement; amend to read as follows:

Section 802.5.1 Minimum requirement. Every portion of open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.

Section 803.1 Scope; add sentence to end of paragraph to read as follows:

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject work area, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

Section 803.2.4; amend exception to read as follows:

Exception: Supervision is not required where the Fire Code does not require such for new construction.

Section 803.3 Standpipes; amend section to read as follows:

803.3 Standpipes. Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements. **{Delete rest of Section 803.3.}**

Section 805.2 General; Remove Exception #1

Exception 1. ~~Where the work area and the means of egress serving it complies with NFPA 101.~~
Exception 2. 1.

Section 805.3.1.1 Single exit buildings; delete #4

~~4. In Group R-4 Occupancies, the maximum occupant load excluding staff is 16.~~

Section 805.3.1.2 Fire escapes required; amend to read as follows:

805.3.1.2 Fire Escapes required. For other than Group I-2, where more than one exit is required an existing fire escape complying with section 805.3.1.2.1, shall be accepted as providing one of the required means of egress.

Section 805.3.1.2.1 Fire escape access and detail; delete # 3 and amend to read as follows:

805.3.1.2.1 Fire Escape access and details.

1. Unchanged
2. Unchanged

3. Delete whole section

4-3. Unchanged #4 now #3

5. 4. In all building of Group E occupancy up to and including the 12th grade, building of Group I occupancy, boarding houses, and childcare centers, ladders of any type are prohibited on fire escapes used as a required means of egress.

Section 805.5.2 Transoms; add sentence at beginning of paragraph to read as follows:

In all buildings of Group B, E, [Remainder unchanged]

Section 904.1 Automatic sprinkler systems; add sentence to read as follows:

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject work area, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

Section 904.1.1 High-rise buildings; amend sentence to read as follows:

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas of high-rise buildings.

Section 1103.3 Flood hazard areas; delete entire section

Section 1106 Storm Shelters; Delete entire section storm shelters are only required for new buildings:

Section 1201.4 Flood hazard areas; delete entire section

Section 1301.3.2 Compliance with other codes; amend to read as follows:

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the International Fire Code.

Section 1301.3.3 Compliance with Flood Hazard Provisions; delete this section:

Section 1402.6 Flood Hazard Areas; delete this section

DIVISION 13 STORM SHELTER CODE

Section 3.02.601 ICC/NSSA 500-2014 (referenced by the 2018 IBC and 2018 IRC) Amendments

The following noted portions of the International Code Council - National Storm Shelter Association 500 are hereby amended to read as follows

SECTION 106 Inspections and structural observations; amend as follows:

106.2 Special inspections. Special inspections shall be provided for construction and installation of materials as required by the authority having jurisdiction in accordance with the applicable building code and Section 106.3 of this standard. It shall be permitted for one statement of special inspections to apply to both host and shelter construction.

Exception: Special inspections and tests are not required for storm shelter construction of a minor nature or as warranted by conditions in the jurisdiction as approved by the building official.

SECTION 202 Definitions; amend as follows:

CRITICAL SUPPORT SYSTEMS. Structures, systems and components required to ensure the health, safety and well-being of occupants. Critical support systems include, but are not limited to, potable and waste water systems, electrical power systems, life safety systems and HVAC ventilation systems.

SECTION 306 Component design and testing; amend as follows

306.4.1. Impact-protective systems in tornado shelters. Impact-protective systems in tornado shelters shall be permanently affixed. All operable impact-protective systems shall be ~~manually~~ operable from inside the shelter.

SECTION 309 Penetrations of storm shelters envelope by systems and utilities; amend as follows:

309.1 Penetration of storm shelter envelope by mechanical, electrical and plumbing systems. Penetrations through the storm shelter envelope of mechanical, electrical and plumbing systems, including piping and utility lines, larger than 3 ½ square inches (2258 mm²) in area for rectangular penetrations or 2 ½ ~~1/16~~ inches (~~52.38~~ 63.5 mm) in diameter, shall be considered openings and shall be protected in accordance with Section 306.3. Penetrations of the storm shelter envelope shall not degrade the structural integrity of the storm shelter and missile impact resistance of the storm shelter envelope.

SECTION 402 Hazardous materials; delete entire section:**SECTION 504 Signage for community shelters; amend to read as follows:**

504.1.2.1 Location of identifying sign. The identifying sign shall be posted in a prominent location 60 inches maximum above the finished floor, measured from the baseline of the highest tactile character.

SECTION 601 Fire-Resistant Construction; amend to read as follows:

601.1 Fire separation. ~~Fire barriers and horizontal assemblies separating spaces or areas designated as storm shelters from other building areas shall have a minimum fire-resistance rating of 2 hours and shall be constructed in accordance with the applicable building code. Walls or horizontal assemblies between storm shelters and other building areas shall be fire barriers or horizontal assemblies with a minimum fire-resistance rating of 2 hours constructed in accordance with the applicable building code.~~

Exception: Fire separation assemblies are not required for residential shelters.

CHAPTER 7: Shelter Essential Features and Accessories; add exception and section 702.2.5 to read as follows:**SECTION 701 GENERAL**

701.1 Protection of critical support systems. Critical support systems shall remain functional for the design storm event and minimum period of shelter occupancy (24 hours for hurricane shelters, 2 hours for tornado shelters). Critical support systems located outside of the storm shelter areas shall be protected by a means that meets the wind pressure and missile impact requirements of Chapter 3, and, as applicable, the flood-resistance requirements of Chapter 4.

Exception: The requirements of this section shall not apply to automatic sprinkler systems and fire alarm systems.

SECTION 702 TORNADO SHELTERS

702.2.5 Water supply and storage. The capacity of plumbing and waste disposal systems to supply potable water and contain or dispose of waste water or solid wastes shall be determined in accordance with Table 702.2.5.

<u>Table 702.2.5</u> <u>WATER SUPPLY AND WASTE WATER STORAGE</u> <u>TORNADO SHELTERS</u>		
<u>STORM SHELTER TYPE</u>	<u>POTABLE WATER</u>	<u>WASTE WATER</u>
<u>Residential, one- and two-family dwellings</u>	<u>Not Required</u>	<u>Not Required</u>
<u>Residential, other</u>	<u>Not Required</u>	<u>Not Required</u>
<u>Community (<= 50 occupants)</u>	<u>Not Required</u>	<u>Not Required</u>
<u>Community (> 50 occupants)</u>	<u>1/12 gallon per occupant</u>	<u>1/8 gallon per occupant</u>

SECTION 4

CUMULATIVE REPEALER CLAUSE

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

SECTION 5

SAVINGS CLAUSE

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

SECTION 6

SEVERABILITY

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

SECTION 7**PENALTY**

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

SECTION 8**PUBLICATION CLAUSE**

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

SECTION 9**ENGROSSMENT AND ENROLLMENT**

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

SECTION 10**EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

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

~~2015~~ 2018 Model Codes

City Council

March 19, 2019



Background

- Celina is operating under the 2012 codes
- Staff presented to Council in February about the 2015 codes
- Feedback inquired about adopting the 2018 codes instead, if they're ready
- If adopted, the 2018 codes would go into effect on May 1st, 2019



Adoption Process

- The ICC updates and publishes the international model codes every 3 years
- The State and NCTCOG reviews them and issues recommended state and regional amendments
- Local cities then review them and issue their own recommended local amendments
- Codes are usually adopted a year or two after they are published by the ICC

Why Adopt New Codes?

- Texas requires cities to adopt several of the ICC model codes
- Consistency (most regional cities remain up-to-date on code adoptions)
- Public Safety (codes born out of tragedy)
- ISO Rating
- Innovation (technology & materials constantly improving)
- Modern building codes protect property, first responders, and the tax base



Outreach

- The proposed ordinance was shared with the greater Builder community and the Dallas Builders Association for review and input
- A Builder forum is scheduled in April to provide detailed information on any implementation questions from the Builder community
- Both the City and Builder community are accustomed to updates to the Model Codes
- Many area cities are adopting the 2018 codes this calendar year



Regional Standard

2015 Model Codes

Frisco

McKinney

Allen

Little Elm

Prosper

Anna

Melissa

Lewisville

2012 Model Codes

Denton

(Celina)

2018 Model Codes

Plano

Carrollton



Storm Shelters

- Schools expressed concerns with the 2015 code requirement for storm shelters (cost issue)
- 2018 model codes provided clarifications and some relief to storm shelter requirement
- Proposed local amendment includes the 2018 clarification language to relieve some of the burden and save some costs
- Also expressly applies to new schools; not to remodels of existing facilities (local amendment)
- No precedent for eliminating requirement from base codes (per Texas Education Agency)

Historic Milestones

- Building codes date back to Biblical times where civil law held builders responsible for dangerous structures
- Roman Empire promulgated building standards after collapse of Coliseum that killed/injured over 50,000 in 70 A.D.
- London Building Act was the result of the destruction of over 15,000 buildings in the great fire of 1666
- The Chicago fire of 1871 (burned for 2 days, 250 dead, 17,000 destroyed buildings) prompted both a building code and fire prevention standards in 1875
- First U.S. building code in 1905

Listing of International Model Codes

2018 Building Code	2018 Fire Code
2018 Residential Code	2018 Fuel Gas Code
2018 Energy Code	2017 Electrical Code
2018 Plumbing Code	2018 Mechanical Code
2018 Existing Building Code	
2018 Swimming Pool & Spa Code	
2018 Property Maintenance Code	

Plus Local & Regional Amendments



Next Steps

- City Council Work Session (2-12-19)
- City Council Adoption (3-19-19)
- Builder Meeting (April)
- Effective Date (5-01-19)

