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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MARCH 15, 2022
5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION (PASTOR ED PRICE):

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. US Congressman Pat Fallon Presentation and Proclamation for Walter Eugene Hunter (Terry)

B. Cornerstone Ranch and Recognition of National Disability Awareness Month Proclamation (Terry)

C. Las Gatitas State Championship Proclamation (Terry)

D. Dane Parsons State Championship Proclamation (Terry)

E. Procurement Month Proclamation (Terry)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. 2021 Police Department Award Recipients (Cullison)

B. Introduction of new employees, recognitions, promotions. (Metdker, McAfee, Monaco, Berry, Webb)

Staff Reports

C. Discussion regarding fiscal year 2022 updates to the Procurement Policy. (Berry)

D. Discussion regarding a new local preference policy.

E. Presentation of 2021 Employee Survey Results and Human Resources Update (Peters)

F. Discussion regarding FY22 budget (Stovall)

G. Discussion regarding an RFP for a Neighborhood Electric Vehicle Service. (Satarino)

V. OPEN FORUM:

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

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

VI. EXECUTIVE SESSION:

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

A. Discussion regarding legal implications of a resolution implementing a public information policy

B. Discussion regarding claims forwarded to the City by Nicole Cruzan regarding construction and inspection of a residence located at 1416 Red Rose Trail

C. Shea Scott v. City of Celina, Texas; Cause No. DC-20-18195; In the District Court of Dallas County, Texas; 44th Judicial District

D. Discussion regarding a Development Agreement between the City and Moses and Mary Jane Hubbard generally located at the northwest corner of Preston Road and future G. A. Moore Parkway, within the Extraterritorial Jurisdiction

E. Discussion regarding an Amendment to a Development Agreement between the City and CCD - North Sky, LLC generally located west of Louisiana Drive and approximately 1,600 feet north of future G. A. Moore Parkway

F. Discussion regarding a Real Estate Sales Contract between the City and 3G Investments, LLC

G. Discussion regarding status of Pump Station land acquisition

H. Discussion regarding Blue Angus condemnation status generally located south of FM 428 and North of Abby Drive

Reconvene Into Open Session

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

J. Consider and act on a Resolution of City of Celina, Texas adopting a policy implementing the Public Information Act; Providing for revocation of conflicting policies and resolutions; Providing staff direction; Providing a savings and severability clause; And providing an effective date

K. Consider and act on a Real Estate Sales Contract between the City and 3G Investments, LLC

L. Consider and act upon the withdrawal of Resolution for Acquisition of property for Pump Station land located in the Samuel Queen Survey, Abstract A0731, Tract 6, 19.029 acres

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. Amendment of City Council - Regular Meeting - Jan 11, 2022 5:00 PM

2. City Council - Regular Meeting - Feb 8, 2022 5:00 PM

B. Consider and act upon a request to amend a development agreement with CCD-North Sky, LLC; generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction (ETJ). (North Sky – DA 1st Amendment) (Mohan)

C. Consider and act upon a request to amend an incentive agreement with Mangiamo Italian Market & Deli, LLC. (Satarino)

D. Consider and act upon a request to amend an incentive agreement with Pecan Station, LLC. (Satarino)

E. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within the Celina Hills Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Assessment Roll; directing the filing of the proposed Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on April 12, 2022 to consider an ordinance levying assessments on property located within of the Celina Hills Public Improvement District. (Pollard)

F. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 4.8 acres within the Extraterritorial Jurisdiction, generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane. (Shades of Green – Annexation Service Agreement) (McAfee)

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

H. Consider and act to purchase hardware and cloud storage services through a cooperative contract with DIR and Freeit Data Solutions in an amount not to exceed $215,778.39. (Berry)

I. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Collin County Elections Administrator, and political subdivisions of 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. (Field)

J. Consider and act to authorize the Contract and GMP for the Public Works Service Center Improvements, Phase 1 to Hill & Wilkinson General Contractors for a total amount of $991,308.00 plus ten percent contingency in the amount of $99,130.80 for a total amount not to exceed $1,090,438.80. (Berry)

K. Consider and act to authorize an agreement for design services for Coit Road and Ownsby Parkway from Vest Road to 1,200 feet north of Punk Carter Pkwy with Halff Associates, Inc., in an amount not to exceed $691,000.00. (Berry)

L. Consider and act to authorize an agreement for testing services for the 6 MG Storage Tank project with EST, Inc., in an amount not to exceed $59,951.50. (Berry)

M. Consider and act to authorize an agreement with Garver, LLC., for application assistance with the Rasor Regional WRF Discharge Permit in an amount not to exceed $92,894.00. (Berry)

N. Consider and authorize the City Manager to approve payment of the City's contribution (55%) estimated to be $2,183,909.65 for the construction of Coit Road East. (Brawner)

O. Consider and act to authorize the City Manager to execute a license agreement by and between the City of Celina and Celina Real Estate, LLC (Glasgow)

P. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Collin County Municipal Utility District No. 1 (CCMUD No. 1) for the operation and maintenance of Light Farms Way's section within the City Limits. (Glasgow)

Q. Consider and act to authorize an agreement for engineering services for the coordination of easements and ROW for Legacy Hills Development with Specialty Land Services, LLC., in an amount not to exceed $101,725.00. (Berry)

R. Consider and act to award bid 2022-0113 for the construction of Willock Hills Lift Station to 2T Underground, LLC., for the base bid in the amount of $473,507.60 plus ten percent contingency in the amount of $47,350.76 for a total amount not to exceed $517,858.36. (Berry)

S. Consider and act to authorize the City Manager to execute a reimbursement agreement by and between the City of Celina, Tollway/Outer Loop, L.P. (Cambridge), and Tellus Group, LLC (Tellus) for the reimbursement of an 18" water main along Punk Carter Boulevard. (Glasgow)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 12.1 acres to the Dallas North Tollway Overlay District (DNTO), generally located at the northeast corner of the future Dallas North Tollway and Collin County Outer Loop, within the City Limits. (12 Acres on DNT – Rezoning) (Mohan)

B. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 2 acres to a Planned Development (PD) with a base zoning of Industrial District (I), generally located east of Louisiana Drive and 1,570 feet south of future J. Fred Smith Parkway, within the City Limits. (881 N. Louisiana – Rezoning) (McAfee)

C. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 4.8 acres, generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane, within the Extraterritorial Jurisdiction (ETJ). (Shades of Green – Annexation) (McAfee)

D. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 10 acres to a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C) and Agricultural District (AG), generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane. (Shades of Green – Zoning) (McAfee)

E. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the 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; and providing for other matters related thereto for the following properties: (21-01 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

1. Collin CAD Property ID 2120983, being an approximate 116.17-acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),
2. Collin CAD Property ID 1014538, being an approximate 36-acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),
3. Collin CAD Property ID 1014547, being an approximate 73.71-acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289 (Moore, Willie Douglas),
4. Collin CAD Property ID 985731, being an approximate 53-acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 3; generally located approximately 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129 (Goldstein Family Investments, Ltd.),
5. Collin CAD Property ID 986598, being an approximate 1.5-acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey, Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129 (Goldstein Family Investments, Ltd.),
6. Collin CAD Property ID 995123, being an approximate 3-acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455 (Goldstein Family Investments, Ltd.),
7. Collin CAD Property ID 1498089, being an approximate 3.2-acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court (Collerain, Alice C.),

8. Collin CAD Property ID 1498098, being an approximate 3.54-acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court (Ejaz Investment Group, Inc.),
9. Collin CAD Property ID 1585804, being an approximate 10.28-acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8 (Rawhide at Celina Limited Partnership), and
10. Collin CAD Property ID 995748, being an approximate 66.9-acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946 (Ganji, Shaun).

F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 226 acres to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located west of Louisiana Drive and approximately 1,600 feet north of future G. A. Moore Parkway. (North Sky (Chan Moore) - C-4 PD Zoning) (Mohan)

G. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 142 acres to Agricultural District (AG), generally located west of future Peterman Parkway, north of future Sunset Boulevard, east of future Legacy Drive, and south of future G. A. Moore Parkway. (North Sky (Chan Moore) - C-4 Remainder Zoning) (Mohan)

H. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and The Trails Baptist Church; generally located north of FM 455 and approximately 1,565 feet west of future Celina Parkway, within the Extraterritorial Jurisdiction (ETJ). (Trails Baptist Church – Development Agreement) (Mohan)

I. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and David Tittle, C. Dianne Fox, and Kim Lee; generally located at the northwest corner of future Celina Parkway and future J. Fred Smith Parkway, within the City Limits. (KDD Ranch – Development Agreement) (McAfee)

J. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Moses and Mary Jane Hubbard Trust C/O Board of Trustees (Trustees) (C/O Stephen Robinson, Secretary of the Board); generally located at the northwest corner of Preston Road and future G. A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Hubbard Trust – Development Agreement) (McAfee)

K. Conduct a public hearing to consider testimony regarding the creation of the Ten Mile Creek Public Improvement District and act upon a resolution creating the Ten Mile Creek Public Improvement District. (Ten Mile Creek - PID Creation Resolution) (Pollard)

L. Conduct a public hearing and act upon an ordinance of the City of Celina, abandoning the right-of-way totaling approximately 0.032 acre, as more particularly described and depicted in Exhibit "A", to the abutting owner; generally located north of W Poplar Street and west of Louisiana Drive; and providing for the furnishing of a certified copy of this ordinance for recording in the real property records of Collin County, Texas, as a quit claim deed of the City; and providing an effective date. (North Square at Uptown ROW Abandonment) (Glasgow)

IX. ACTION ITEM:

A. Consider and act upon acceptance of the 2020/2021 Fiscal Year Audit, Single Audit, and presentation by BKD. (Bromiley)

B. Consider and act upon a resolution appointing City Council liaisons to City advisory boards

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 Tarrant, TRMC Date Notice Removed
City Secretary, City of Celina, TX

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Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Manager
CC:	Karla Stovall, Assistant City Manager
Date:	March 15, 2022
Re:	Presentation - FY 22 Procurement Policy Updates

Action Requested:
Discussion regarding fiscal year 2022 updates to the Procurement Policy.

Staff Recommendation:
Authorize the Change Order

PROCUREMENT POLICY UPDATE

Dawn Berry, CPPB, NIGP-CPP
Purchasing Director



Attachment: Presentation - Procurement Policy Update FY 22 (Presentation - Procurement

FY 2022 UPDATES

- Delegated procurement authority to the Assistant City Manager-Internal Services
- Removed Insurance from Section 4: Statute
- Added Section 19: Insurance
- Added Definitions to the Section 5: Ethics
- Added Definitions to Section 9: Bonds and Indemnification
- Contract Services – Modified requirements for staff to Procore from Ionwave for Construction.
- Contract Services – Increased the written contract threshold from $25,000 to $50,000
- Purchasing Card – Receipt retention modified.
- Added Appendix F: Bid / Quote Requirements
- Added Appendix G: Auction Responsibilities

- Minor Changes – updated job titles and formatting

Attachment: Presentation - Procurement Policy Update FY 22 (Presentation - Procurement

QUESTIONS?

Attachment: Presentation - Procurement Policy Update FY 22 (Presentation - Procurement

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CITY OF CELINA

PROCUREMENT POLICY

DESCRIPTION	COUNCIL AUTHORIZED DATE	RESOLUTION #
Adopted by Resolution on:	August 13, 2019	2019-42R
Revision 1		

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

PROCUREMENT POLICY

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SECTION 1: PURPOSE

PURPOSE

The purpose of the Procurement Policy is to provide department directors, managers, supervisors, and employees with a written requisite of parameters for purchasing goods and services under applicable state statutes. More specifically, the purposes are:

A. Simplify and clarify the laws governing purchasing by the City;

B. Permit the continued development of purchasing policies and practices;

C. Provide consistency in the purchasing practices of the City;

D. Increase public confidence in public purchasing;

E. Ensure the fair and equitable treatment of all persons who participate in the purchasing process;

F. Provide increased economy and efficiency in purchasing activities by avoiding unnecessary, unwarranted, and duplicative purchases;

G. Provide safeguards for the maintenance of a purchasing system;

H. Ensure that full accounting is available and given for all purchases.

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

POLICY

It is the policy of the City to conduct procurement functions efficiently, effectively, and in full compliance with all federal and state laws, City Charter, and administration policy and procedures. The City Council's authority to contract for all goods and services and make all sales is delegated to the City Manager as set forth in this manual and to those employees to whom the City Manager delegates that responsibility. The Purchasing Director has been delegated authority by the City Manager to contract for the City in accordance with this manual. Additionally, selected personnel in the City's requesting departments are authorized to make purchases as provided herein.

Personnel who attempt to contract in the name of the City, or personnel making authorized or unauthorized purchases outside of the scope of this policy, may be subject to disciplinary action up to and including termination, legal action, and personal financial liability.

If a person fails to comply with the competitive bidding or competitive proposal procedures required by law, that person may be convicted of a Class B misdemeanor. This includes a situation in which a person knowingly or unknowingly makes or authorizes separate, sequential, or component purchases in an attempt to avoid the competitive bidding requirement.

CENTRALIZED PROCUREMENT

The Purchasing Department will serve as the central procurement office for the City and will determine which method of procurement provides the best value for the City; and adopt operational procedures consistent with sound business practices in line with all federal and state statutes which govern the procurement and management of all materials and services including construction and disposal of City owned property.

ENFORCEMENT

It shall be the responsibility of the City Manager and Purchasing Director to enforce all procurement procedures.

A. A violation is defined as an employee's action or omission that indicates disregard for purchasing laws, policy, or procedures. A violation also may be noted if the employee's action was unintentional but violates federal law, state law, City charter, ordinance, policies, or procedures.

B. Violation of purchasing procedures will be noted to the appropriate Director in writing from the Purchasing Director through a Statement of Non-Compliance form.

C. Repetitive violations of purchasing procedures by one department or individual will be communicated to the City Manager from the Purchasing Director.

D. Texas Local Government Code § 252.062, 252.063 and 271.029 provide criminal penalties for officers and employees who knowingly violate state statutes.

PERSONAL USE PROHIBITIONS AND PERMISSIONS

A. If an employee acquires merchandise or services for the employee's personal use from a vendor doing business with the City, such merchandise or services may not be delivered to the employee or another City employee unless the acquisition is paid directly to the vendor by the employee. No personal invoices are to be mailed to an employee (or another City employee for or on behalf of the employee) at the employee's (or other employee's) place of work. Employee is responsible for payment of applicable sales tax.

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

B. Employees may purchase merchandise or services from a vendor doing business with the City provided that the price at which the item is purchased is the same price charged to all officers and employees of the City. Employees cannot use the City's business accounts for personal purchases. Employees that are involved in contract negotiations should not purchase merchandise or services for personal use with a vendor that is currently working, seeks to work, or has worked for the City.

C. Employees shall **NOT** use the City of Celina tax exemption forms for personal use.

POLICY UPDATES

This policy may be amended at any time with Council approval. Any amendments to State or Federal law will automatically take effect on the date stated in the legislative update.

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

SECTION 3: AUTHORITY Procurement Policy

This Section covers delegated authority for all Procurement related issues.

CITY COUNCIL

City Council as required by Local Government Code, §252, must authorize:

- All Anticipated expenditures exceeding $50,000
- All Change Orders greater than $50,000 or 25% of the contract amount; and
- Purchases not budgeted and greater than $50,000.

CITY MANAGER

The City Manager shall establish the rules and regulations for the purchase of all goods and services by means of this manual.

Delegated Authority – City Manager:

The City Manager as authorized by City Council may authorize:

A. All items less than $50,000
B. Authorize Change Orders less than $50,000
C. Procure and Authorize Items not budgeted and less than $50,000
D. Execute all Purchase Orders under $50,000 and those over $50,000 that have been approved by the City Council.
E. Execute all contracts and change orders under $50,000 and those over $50,000 that have been approved by City Council.

ASSISTANT CITY MANAGER – INTERNAL SERVICES

Delegated Authority – Assistant City Manager for Internal Services

The City Manager delegates to the Assistant City Manager for Internal Services (ACM-IS) the authority to procure all goods and services, to dispose of all salvage, surplus and seized property, to execute contracts and agreements for all departments and to administer the rules and regulations as established by all federal, state and local procurement laws.

The ASM-IS as authorized by the City Manager may:

A. Execute all Purchase Orders under $50,000 and those over $50,000 that have been approved by the City Council.
B. Execute all Interlocal or Cooperative Purchasing agreements.
C. Purchase budgeted goods or services through an Interlocal Agreement or Cooperative Contract.
D. Execute contracts and change orders up to $50,000 and those over $50,000 that have been approved by the City Council.
E. Reject any and all bids, in concurrence with requesting department, when in the best interest of the City, and make recommendation to the City Manager and/or City Council, as appropriate. Rejections over $50,000 require authorization by City Council.
F. Manage the solicitation process in collaboration with the responsible department including:
    1. Solicitation documents and methods

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2. Ensure competition.
3. Facilitate the evaluation and recommendations for award.
4. Concurrence with staff prior to Council recommendations.
5. Prepare and submit Council Agenda

G. Determine which method of procurement provides best value for the City.
H. Approve all required ratings for bonds and insurance.
I. Review all insurance certificates for compliance.
J. Determine and implement the most appropriate method of disposal of salvage, surplus, and seized property in accordance with applicable laws.
K. Review requisition/solicitation documents.
L. Review and update, as needed, all procurement forms, templates, policies, and procedures to ensure compliance with applicable laws.
M. Consult with the City Attorney for review of all procurement related issues.
N. Provide guidance and assistance for all City employees regarding procurement activities;
O. Ensure the City acquires, stores, disburses, and utilizes goods and services in the best interest of the City and its citizens;
P. Provide the City with quality products and services at the best possible price;
Q. Guide all departments in the use and understanding of established purchasing procedures;
R. Conduct procurement in fair, open, inclusive, and transparent environment.

PURCHASING DIRECTOR

The Purchasing Director oversees all procurement requirements for goods and services and ensures all are in accordance with all federal, state and local procurement laws. The Purchasing Director ensures all procurement activities are conducted with the highest level of ethical standards, open and a fair competition and to protect public funds.

Delegated Authority – Purchasing Director:

The City Manager delegates to the Purchasing Director the authority to procure all goods and services, to dispose of all salvage, surplus and seized property, to execute contracts and agreements for all departments and to administer the rules and regulations as established by all federal, state and local procurement laws.

The Purchasing Director as authorized by the City Manager may:

A. Execute all Purchase Orders under $50,000 and those over $50,000 that have been approved by the City Council.
B. Execute all Interlocal or Cooperative Purchasing agreements.
C. Purchase budgeted goods or services through an Interlocal Agreement or Cooperative contract.
D. Execute contracts and change orders up to $50,000 and those over $50,000 that have been approved by the City Council.
E. Reject any and all bids, in concurrence with requesting department, when in the best interest of the City, and make recommendation to the City Manager and/or City Council, as appropriate. Rejections over $50,000 require authorization by City Council.
F. Manage the solicitation process in collaboration with the responsible department including

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1. Solicitation documents and methods
2. Ensure competition.
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P. Provide the City with quality products and services at the best possible price;
Q. Guide all departments in the use and understanding of established purchasing procedures;
R. Conduct procurement in fair, open, inclusive, and transparent environment.

DIRECTORS

Directors are responsible for ensuring procurement related activities are completed in a timely basis, within policy compliance, and to promote conduct that fosters public confidence by:

A. Ensuring adequate funds are appropriated. If appropriations are exceeded a budget transfer request must be submitted before the expenditure is captured.
B. Expenditures not included in the budget must have approval of the City Manager and Assistant City Manager. Evidence of the approval shall be in writing.
   - A memo or email issued by the City Manager, or
   - Approval of a memo or email to the City Manager requesting approval of the expenditure.
C. Manage, review, and approve department credit cards.
D. Utilize the electronic bid system and Purchasing staff for purchases between $3,000 and $50,000 when possible.
E. Goods or services requiring insurance/indemnification or a pre-bid conference will be managed and solicited by Purchasing.
F. Ensure Historically Underutilized Business (HUB) participation in accordance with the provisions of Texas Local Government Code Chapter 252.
G. Assist in specification development and provide vendor sources.
H. Provide names of departmental staff authorized to use the requisitions system including those authorized to approve items under $3,000 and any changes in delegation of such authority.
I. Authorization will remain in effect until written notification of a change is received by Purchasing.
J. Guard against misappropriation of City funds by safeguarding public funds and ensure fair, open, and transparent processes by providing equal opportunities to all vendors.

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DEPARTMENT STAFF

Delegated individuals within a department who have been properly trained may submit requisitions and manage PCard reconciliation in accordance with this manual.

FINANCE DEPARTMENT

The Finance Director, Budget Manager and/or Purchasing Director are responsible for ensuring the proper expenditures of funds, both budgeted and unbudgeted, and for verifying the availability of funds prior to making a recommendation to City Council.

APPROVAL AUTHORITY

The following approval levels shall be utilized in all procurement related matters.

A. All procurement card (PCard) transactions must be approved by the respective department Director or designee.

B. Requisition approval:

Amount	Approval Requirements			
	Level 1	Level 2	Level 3	Review and Issuance
Under $3,000	Authorized Staff			Purchasing
Over $3,000	Authorized Staff	Director		Purchasing
$25,000 +	Authorized Staff	Director	City Manager	Purchasing
$50,000 +	Authorized Staff	Director	City Council	Purchasing

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SECTION 4: STATUTE Procurement Policy

The Procurement policy is based on Texas statutory provisions as found in the Texas Government Code, Texas Local Government Code, Texas Insurance Code, and Texas Labor Code, as amended. Although all such provisions apply to the policies and procedures set forth in this policy, selected statutes are provided herein for guidance, as follows:

DEFINITIONS, Texas Local Government Code, §252.001

1. **Component Purchases** – Purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.
2. **High Technology Procurement** – The procurement of equipment, goods, or services of a highly technical nature, including:
   a. data processing equipment and software and firmware used in conjunction with data processing equipment;
   b. telecommunications equipment and radio and microwave systems;
   c. electronic distributed control systems, including building energy management systems; and
   d. technical services related to those items.
3. **Separate Purchases** – Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.
4. **Sequential Purchases** – Purchases made over a period of items that in normal purchasing practices would be purchased in one purchase.

QUOTES/BIDS THRESHOLD, Texas Local Government Code, §252.021

Expenditures of more than $3,000, but less than $50,000, require the buyer to obtain a minimum of three quotes. Two of the quotes must be from Historically Underutilized Businesses (HUB).

The City must competitively bid or accept sealed proposals for any goods/services over $50,000.

PAYMENTS, Texas Government Code, §2251.021 through 2251.030

A payment is overdue on the **31st day after the later of**:

A. the date the governmental entity receives the goods under the contract; or

B. the date the performance of the service under the contract is completed; or

C. the date the governmental entity receives an invoice for the goods or service.

If goods or services are incomplete City staff must document any issues/shortages and notify the vendor in writing. All deliveries should be verified upon receipt. **Payments are not made until goods and services are accepted.**

Interest on overdue payments accrues at the interest rate established by law.

Departments are encouraged to take advantage of prompt or early payment discounts.

Payments will only be made to vendors that have a valid purchase order or through use of a procurement card (PCard). Violations will be treated as follows:

A. A form letter will be sent to the vendor notifying it of policy requirements.

B. Employee will be sent a statement of non-compliance form to be completed.

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VENDORS / CONTRACTORS must pay subcontractor or supplier who supplies goods/services for which payment is made within ten (10) days after receipt of payment from the City.

CRIMINAL PENALTIES, Texas Local Government Code, §252.062

A. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.

B. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.

C. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described in Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

REMOVAL / INELIGIBILITY, Texas Local Government Code, §252.063

A. The final conviction of a municipal officer or employee for an offense under Section 252.062 (a) or (b) results in the immediate removal from office or employment of that person.

B. For four years after that date of the final conviction, the removed officer or employee is ineligible:

1. to be a candidate for or to be appointed or elected to a public office in this state;
2. to be employed by the municipality with which the person served when the offense occurred; and
3. to receive any compensation through a contract with that municipality.

PUBLIC RECORDS

Vendors or the public may request a copy of a Bid Tabulation that is compiled when bids are opened in accordance with Chapter 552 of the Texas Government Code.

The City will not release copies of submitted bids or bid evaluations until after the contract has been awarded in accordance with §552.104 of the Texas Government Code. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

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SECTION 5: ETHICS Procurement Policy

DEFINITIONS

A. **Vendor** means a person who enters or seeks to enter into a contract with the City.

B. **Family Member** means a person related to another person within the first degree.

C. **Family relationship** means a relationship between a person and another person within the third degree.

D. **Gift** means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest.

PROCUREMENT CODE OF ETHICS

A special responsibility is imposed on all City of Celina employees entrusted with the allocation of City funds. In government procurement, employees are held to the highest degree of integrity, to secure best economic results, and to comply with the procurement process.

It is critical that employees involved in procurement and procurement-related functions remain independent, free of obligation or suspicion, and completely fair and impartial. Credibility and public confidence are vital. A shadow of doubt can be as harmful as the conduct itself. It is with this in mind that the following procedures are set forth. Every person employed by the City of Celina and performing public purchasing and purchasing–related functions shall abide by this code of ethics.

PERCEPTION

A. Avoid the intent and/or appearance of unethical or compromising practice in relationships, actions, and communications. If a situation is perceived as real, then it is in fact real in its consequences.

B. Avoid business relationships with personal friends and relatives. Request a reassignment of responsibility if the situation occurs.

C. Avoid noticeable displays of affection, which may give an impression of impropriety.

D. Avoid holding business meetings with suppliers outside the office. If such a meeting is necessary, carefully choose the location so there will be no perception by others in the business community or your peers of impropriety.

RESPONSIBILITY TO YOUR EMPLOYER

A. Demonstrate loyalty to the City of Celina by adhering to lawful instructions, using reasonable care, and only granted authority.

B. Follow the letter and spirit of all laws, policies, and procedures. Interpretation of the law should be left to legal counsel.

C. Understand the authority granted by the City of Celina.

Refrain from conducting any private business or professional activity that would result in a conflict of interest between the employee and employer.

NO EMPLOYEE OF THE CITY MAY:

A. Have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase, work, sale, or service to, for, with, or by the City. The City Manager may, at his discretion, waive this requirement.

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B. Use City employment, authority, or influence in any manner for personal betterment, financial or otherwise;

C. Have a financial interest, directly or indirectly, in the sale to the City of any materials, supplies, or services.

D. Have discussions or participate in discussions of any City agency, board, commission or instrumentality if the employee has a personal economic interest or is employed, directly or indirectly, by the person or entity that is the subject of the discussion or decision, except as noted below:

1) Accept other employment or engage in outside activities incompatible with the performance of duties and responsibilities as a City employee or that might impair independent judgment in the performance of duties to the City; or

2) Accept monetary payment or provide services for compensation, directly or indirectly, to a person or organization requesting an approval, investigation, or determination from the City.

CONFLICT OF INTEREST

City employees and officials must become familiar with the requirements in Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers; and Texas Local Government Code Chapter 171, Regulation of Conflicts of Interest of Officers of Municipalities; and the penalties provided therein.

GRATUITIES (GIFTS AND ENTERTAINMENT)

Employees of the City must:

- Refrain from soliciting and/or accepting gifts of any kind from vendors, actual or potential;
- Never provide special favors or privileges to anyone, either as payment or under any other circumstance;
- Never accept for self, friends, or family any favors or benefits which might be construed as influencing the performance of duties;
- Adhere to City of Celina Personnel Policy regarding ethics/gifts.

SUPPLIER/VENDOR RELATIONS

Employees of the City must:

- Promote positive vendor relations through courtesy and impartiality in all phases of the procurement process;
- Handle confidential or proprietary information belonging to the City, fellow employees, or vendors with care and proper consideration of ethical and legal ramifications, and governmental regulations;
- Never use information gained confidentially in the performance of duties for profit;
- Exhibit a friendly, cooperative and yet objective relationship to all suppliers; this will help avoid the appearance of partiality in business dealings; and

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- Actively strive to comply with City policies and federal and state laws regarding purchases from small businesses and those owned by minorities and other disadvantaged groups.

City employees must discharge their duties impartially to ensure fair competitive access to government procurement by responsible suppliers. City employees must conduct themselves in such a manner as to foster public confidence in the integrity of the City of Celina procurement opportunities. It is each employee's duty to report any potential violations to the proper authorities.

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SECTION 6: ENVIRONMENTAL Procurement Policy

The purpose of this policy is to establish a guide to encourage the purchase and use of materials, products and services that support the purchase of recycled and environmentally preferred products in order to minimize the City's environmental impact.

DEFINITIONS

A. **Environmental Purchasing** is defined as the procurement of goods and services that have less environmental and social impacts than competing products and services. The Purchasing Manager shall encourage whenever possible specifications, which provide for expanded use of durable goods and reusable goods containing the maximum post-consumer waste and recyclable content without affecting the intended use. Environmental factors to be considered may include recycled content, pollutant, releases, waste generation, energy consumption, depletion of natural resources and potential impact on human health and the environment.

B. **Recycled Products** products manufactured with waste material that has been recovered or diverted from the waste stream. Recycled materials may be derived from post-consumer waste, industrial scrap, manufacturing waste and/or other waste that would not have been utilized.

C. **Cooperative Purchasing** is a system for allowing organizations to combine their purchasing power I order to negotiate better prices and reduce purchasing costs of a formal bid process.

D. **Environmentally Preferable Product or Service** are products and services that have a lesser or reduced effect on human health, use of resources, and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance and/or disposal of the product or service.

E. **Life Cycle Assessment** is the comprehensive examination of a product's environmental impacts throughout its lifetime.

F. **Post-Consumer Recycled Content** is the percentage of a product made from materials and byproducts recovered or diverted from the solid waste stream after having completed their usefulness as a consumer items and used in place of raw or virgin material. Post-consumer content includes materials such as paper, glass or plastic bottles, and cans collected for recycling.

G. **Pre-Consumer recycled Content** is the percentage of product made from materials byproducts, diverted from the solid waste stream during the manufacturing process. Pre-consumer materials excludes reutilization of the material such as rework, regrind or scrap generated in a process and capable of being reclaimed within the same process that generated it such as wood chips, trimmed printed materials and overruns and obsolete inventories.

H. **Practicable** means sufficient in performance and available at a reasonable cost.

I. **Performance** means the ability of a product or service to accomplish or contribute to the accomplishment of a job or task.

J. **Solid Waste** – Defined in Federal statute USEPA 40 CFR 261.2.

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SECTION 6: ENVIRONMENTAL Procurement Policy

POLICY

The City shall make every effort to purchase and use materials, products, and services that are economically responsible, that support economic, environmental, and social goals and that reduce resource consumption and waste.

A. Nothing in this policy shall be construed as requiring the purchase of a product that does not perform adequately and/or are not available at a reasonable cost.

B. Incorporated into the conventional purchasing decision making process, this policy identifies the following economic, environmental and social factors that may be incorporated into the specifications and used as part of the best value criteria.

1. Environmental Factors:

Pollutant releases	Greenhouse gas emissions
Energy Consumption	Depletion of natural resources
Waste generation	Recycled, recyclable content
General impact on the environment	

2. Economic Factors:

Best Value	Leveraging our buying power
Staff time and labor	Technological advances

3. Social Factors:

Health and Safety	End of life disposal

Use of Locally or regionally produced products and services to minimize transportation requirements.

RESPONSIBILITIES

Procurement is responsible for:

- Designating products, processes, and procedures to be evaluated by departments. Maintain a list of acceptable options.
- Provide technical assistance in policy implementation.
- Monitor and revise procedures, as necessary.
- Research and communicate environmentally preferable products to departments for evaluation.
- Collect data on recycled and other environmental preferable products.

All departments are responsible for:

- Identify key personnel to evaluate products when feasible.
- Monitor and report to Procurement the success or failure of all designated products.
- Evaluate and assess current policies and practices for opportunities to incorporate environmentally preferred products.
- Be familiar with third party certification organizations such as Energy Star and Green Seal.

All Contractors/Suppliers are responsible for:

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LAWS

Abide by the following environmental specifications while working on City projects in addition to all Federal, State, and local laws.

Contractors and Suppliers shall:

AIR EMISSIONS

- Strive to minimize vehicle & equipment idling and shall comply with any current or future ordinance regarding idling.
- Ensure their staff is trained in the proper use of handling all materials and chemicals in order to minimize air emissions.
- Avoid open burning of waste materials.
- Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

DRAINAGE

- Do not pump or dump water containing contaminated materials into waterways, sewer or drainage systems.

DUST CONTROL

- Keep public roadways clean and free of mud unless closed to through traffic in accordance with authorized traffic control plans.
- Install a Mud Mat at the construction access site.

ENERGY CONSUMPTION

- Use energy efficient equipment and work practices (turn off lights and equipment when not in use) when undertaking work on City projects.

EROSION & SEDIMENTATION CONTROL

- Ensure work near water and environmental sensitive areas follows all requirements and permits.
- Be responsible for implementing and maintaining erosion and sediment control measures, when required by specification.

SPILL PREVENTION

- All spills must be reported immediately and proper reporting to all required agencies including City staff.
- All spills shall be controlled, contained, and cleaned as soon as possible.

WASTE MANAGEMENT

- When possible, contractors and supplies should employ the “reduce, reuse, and recycle”, principles when working on the City projects to help minimize the amount of waste produced and sent to the landfill.
- Do not bury waste materials.
- All waste shall be disposed of per Federal, State, and Local laws & regulations.

MANAGEMENT OF CHEMICALS

- Hazardous materials brought to and removed from a work site shall be managed in accordance with all Federal, State and local laws & regulations.

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- All containers must be properly labeled.
- All paint is low-odor, low VOC.
- Material Safety Data Sheets must be maintained on site.

NOISE

- Minimize noise onsite resulting from work activities whenever practical.
- Adhere to required working hours.
- Use vehicles and equipment with properly working muffling devices.

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SECTION 7: GRANTS Procurement Policy

POLICY

This policy establishes the responsibility for ensuring compliance and provides for a review process that shall be completed before signing any grant or award document and acceptance of said grant or award.

IDENTIFICATION AND APPLICATION

Departments seeking grants must provide advance notice to Finance. This ensures grant requirements can be reviewed and understood by those affected including budget, procurement, and audit.

1. Grant requirements must be summitted to Finance prior to application submittal
2. Copies of all award documents, applications, funding agreements must be submitted to Procurement and Finance prior to the bidding process.
3. § CFR 200.318

   (a) The City (Non-Federal entity) must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

   (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

   (c) Conflict of Interest – No employee, officer, or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contactors or parties to subcontracts.

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SECTION 8: MISCELLANEOUS GUIDELINES Procurement Policy

BID PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Director within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as protests relating to alleged improprieties or ambiguities in the specifications.

DEBRIEFING

Purchasing shall provide a debriefing to any vendor request.

A debriefing is a review of the vendor's quote, bid, or proposal. Debriefings are normally requested during the proposal process, but may be done for any type of solicitation that evaluates factors other than price. The process may be formal (face-to-face) or informal (over the phone/email).

Discussion of competing proposals is prohibited.

The 5-day limitation does not apply to protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award.

CHECK REQUEST

Check requests may be used for the following purchases with required documentation:

- **Refunds** – Include the reason for request and attach documentation indicating the person or organization name; date of original purchase, contract date or class date; and reason for refund.
- **Contract Labor** – Include the reason for request and attach as backup, a copy of the employee contract for a one-time payment, jury duty, or for instructors. Submit proper documentation such as a copy of the instructor contract.
- **Reimbursements** – Include copy of detailed invoice or receipt.

INFORMATION TECHNOLOGY PURCHASES

All IT-related purchases/contracts, including software, hardware, copier and printer purchases must be approved by the Information Services Department to ensure proper security controls are met.

NEW VENDORS

All new vendors are required to submit a completed vendor packet.

NON-DISCRIMINATION POLICY

It is the policy of the City of Celina to afford all suppliers an equal opportunity to bid on any contract.

This policy prohibits discrimination against any person because of race, color, sex, religious affiliation, age, disability, or national origin, in the award or performance of any contract.

The policy requires its officers, employees, agents, and sub-contractors to adhere to this Policy.

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PLACING ORDERS

Funds must be available and in the proper account prior to submission of requisition and issuance of a purchase order and before the use of a purchasing card.

QUOTES - FREIGHT CHARGES AND FEES

Include freight costs and fees in the total cost when obtaining quotes. Freight and fees must be considered in determining the award.

All freight should be requested as FOB Destination (delivery address) freight pre-paid and allowed.

Purchase Orders

A Purchase Order must be obtained prior to placing the order and sent to the vendor when order is placed.

INVOICES

All invoices must be submitted to Accounts Payable within five days of receipt. Invoices shall be documented and the following information included.

- Receiving information (received in full / received partial)
- Signature of department representative
- PO Number

The authorized purchaser is responsible for verifying that all materials/services are received in working order and meet specifications. Once materials/services have been received and verified to be correct, indicate receipt of materials on the invoice by noting “received in full” or “received partial” for each line item on the Purchase Order**.**

- If the quantity received does not agree with the vendor's packing slip or the material does not conform to specification, the vendor must be notified immediately.

PCARD

Purchasing card (credit card) may be used for any amount under $3000. When placing an order, card information must be given at the time orders are placed. **Invoices may not be paid with a credit card.**

REVOLVING CREDIT ACCOUNTS

Credit accounts are available for end user use; however, they may only be opened or closed by Finance or Procurement.

SALES TAX EXEMPTION

The City is exempt from sales, excise and use taxes under Texas Tax Code, § 151.309. End users are responsible for ensuring tax is not paid.

The City is NOT exempt from sales tax for food, lodging or transportation-related purchases for employees during travel.

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SECTION 8: MISCELLANEOUS GUIDELINES

TIE BIDS

If all factors and conditions relating to the bids are equal, then the tie bid will be awarded to the local vendor. If more than one vendor is local or none are local, then a coin toss will be conducted by the Purchasing Director with at least one witness.

VENDOR PERFORMANCE

Vendors play a crucial role in the City's day-to-day operations. As such, maintaining communication during the vendor obligation period is important. Both City staff and the vendor should provide open communication on project status, current issues, and potential issues.

NON-PERFORMING VENDORS

When a vendor fails to perform according to the Agreement (Purchase Order, Annual Agreement, Contract, and/or Specification), the Department Director, or designee will:

1. Document the issues in writing to the vendor and to Purchasing.
2. Schedule a meeting to discuss the issues.
3. Document the resolution to the issue, as agreed upon by the department and the vendor. Documentation shall be in writing and signed by the department and the vendor and a copy forwarded to Purchasing.

If a vendor's performance remains non-compliant or otherwise unsatisfactory, the department will notify Purchasing- who will attempt to facilitate a resolution. If Procurement cannot resolve the issues, Purchasing Director and the Department Director will make a joint determination to cancel the contract per its terms and conditions. Purchasing will then work with the department to obtain a substitute vendor or issue a new solicitation in accordance with purchasing policy.

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SECTION 9: BONDS AND INDEMNIFICATION Procurement Policy

DEFINITIONS

A. **Public Work** means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work.

B. **Bid Bond** is a deposit required of bidders to protect the City in the event a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the City.

C. **Payment Bond** ensures the protection of those performing work such as subcontractors or suppliers to the prime or general contractor. *See Texas Government Code § 2253.021*

D. **Performance Bond** ensures the prime or general contractor will perform the work contracted.

GENERAL REQUIREMENTS

Bonds will be required for all Public Works Contracts in accordance with Government Code, §2269.

A. The City will only accept corporate sureties duly qualified and authorized.

B. Payment, Performance and Maintenance bonds must be written as the “penal sum”.

C. Personal sureties will not be accepted.

D. All required bonds must be approved by Purchasing prior to work beginning.
   1) The City may require bonding on other projects to mitigate risk.
   2) The City of Celina requires payment, performance, and maintenance bonds to be provided on City approved forms.

Bid Bonds

A. Bid Bond minimum limit is five percent (5%) of the bid total.

B. Bid bonds are optional for non-construction.

C. Personal, Certified or cashier’s checks will NOT be accepted in lieu of a Bid Bond.

D. Bid Bonds must be provided on approved surety forms.

E. Bid Bonds will be retained for a period of 10 days from award and may be returned to the issuing vendor upon request. Bond must be requested within ten days of award.

BOND AMOUNTS

1. **Payment Bonds** are required for Public Works Contracts in excess of fifty thousand dollars ($50,000) and must be written for one hundred percent (100%) of the total bid price.

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2. **Performance Bonds** are required for Public Works Contracts in excess of one hundred thousand dollars ($100,000), and they must be written for one hundred percent (100%) of the total bid price.

3. **Maintenance Bonds** can be written for a term and amount relevant to the project. The coverage provided by a Maintenance Bond guarantees against defective workmanship and materials.

INDEMNIFICATION POLICY

Contractors performing work on City property or public right-of-way shall provide indemnification and certificates of insurance or a copy of their insurance policy(s) including a copy of the endorsements. The required language is inserted in solicitation documents by the Purchasing division or owner of the specifications.

Contractual agreements must contain a provision that transfers the risk of the project from the City to the contractor. Because the contractor may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

Workers' Compensation Insurance – Contractors and subcontractors hired for building and construction projects must provide Workers' Compensation Insurance for their employees regardless of the project's cost. Texas Labor Code, § 406.096.

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

SECTION 10: CONTRACTS Procurement Policy

DEFINITIONS

Contract is a contract is a written, legally binding document or obligation.

Purchase Order is a contract. A purchase order is an official written document issued by a buyer which is a commitment to pay the seller (vendor) for the products ordered. The process ensures purchases are approved and within budget. A Purchase Order or Contract is **required** when insurance and indemnification is required.

Annual Contract is a contract for goods or services in which pricing is locked for a specific period of time.

CONTRACTS

Purchasing items from a vendor other than the vendor awarded vendor is a violation of the purchasing policy and the contract.

Contracts Greater than $50,000

All purchases greater than $50,000 must include a standard contract, insurance, bonds (if needed), and a purchase order.

Non Standard Contracts require City Attorney Review.

CONTRACT MANAGEMENT

Contract management shall be used by all departments to manage all City-related contracts. Failure to manage and control changes can result in an unintentional attempted modification to the scope of work, extension of the schedule, increase in the contract cost, circumvention of management controls, and diminished contractor accountability.

A. Purchasing Responsibility

Purchasing will be responsible for setting up all contracts that are issued through an informal or formal solicitation. The following documents will be added to the electronic file.

- Bid related documents
- General Terms & Conditions
- The Contract
- Change Orders
- Insurance
- Bonds
- Notice to Proceed
- Correspondence

B. Staff Responsibility

Staff will be responsible for uploading and maintaining post award construction documents in Procore. This includes but is not limited to:

- Monitoring
- Reporting
- Correspondence
- Acceptance
- Change Orders
- Bonds changes
- Meetings Minutes/Notes
- Request for Payments
- Inspection /Testing
- Site Visit Schedules
- Lien Releases
- Correspondence Relating to the Contract

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

SECTION 11: SURPLUS PROPERTY

The City of Celina is committed to ongoing monitoring and periodic review of surplus and obsolete materials. The purpose of the policy is to ensure disposal is completed in a consistent manner throughout the organization.

DEFINITIONS

Disposal – The sale, donation or destruction of surplus property or equipment.

Item – Surplus or obsolete movable assets such as vehicles and equipment, materials and unclaimed property.

Surplus – All supplies, assets, materials and unclaimed property that are either obsolete, at the end of their life cycle or not required by operations.

Obsolete – going out of functional use or out of date.

GENERAL

There are multiple formats for the disposal process. These include auction, transfer, trade-in, recycling, and destruction. All methods require written approval.

- All fixed assets and capital equipment must be disposed of through Procurement. Departments should complete the required disposition form prior to submitting to Procurement. The current capital / fixed asset amount is $5000.00.
- Any item that is still operable and has a potential value shall be auctioned or traded during the replacement process or as they become obsolete.
- Scrap Metal – Staff shall obtain from Procurement a letter of authorization to recycle specific items. Funds received for the recycling must be submitted to Finance and will be deposited. Written receipts from the recycling center must be provided with the payment.
- Disposition and transfer forms are available from Finance or on the City web site.

PERSONAL USE PROHIBITIONS AND PERMISSIONS

City employees may purchase items from City issued (electronic) third party auctions.

PURCHASE OF CITY EQUIPMENT NOT SOLD THROUGH AUCTION.

Used “disposable” equipment such as cell phones and other electronic equipment may be sold to an employee when available and approved by the IT Director at a cost equal to the current fair market value. Equipment must be close to or eligible for replacement.

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SECTION 12: PUBLIC WORKS/CIP PROJECTS

Public Works projects are those projects that require the construction, repair, or renovation of a structure, building, street, highway, bridge, park, water and wastewater distribution facility, airport runway or taxiway, drainage project, or other improvement or addition to real property.

All construction projects will be advertised and posted in accordance with Texas Local Government Code, Chapter 271 and Government Code Chapter 2269.

PREVAILING WAGE RATES

1. Texas Government Code Chapter 2258 mandates that any Public Work contract awarded by the City include the requirement to pay prevailing wage rates. The statute requires the payment of a prevailing wage rate for laborers and mechanics and applies to both contractors and subcontractors. Wages for workers on construction projects shall not be paid less than the schedule of general prevailing rates of per diem wages as mandated.
2. The City has adopted the U.S. Department of Labor's Wage Determinations for Collin County and Denton Counties, for use in all Public Works projects. Current determinations will be used at the time of bid issuance and may be accessed at: http://www.wdol.gov/dba.aspx.
3. The prevailing wage rate or a link to the wage rates with the date shall be included in public works projects.

   All projects including Federal funds will be verified by Purchasing in accordance with local government project procedures.

BONDING REQUIREMENTS

Bonds shall be in accordance with Texas Government Code Chapter 2253.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Minimum insurance requirements for construction projects must be included in specification.

B. For construction-related projects, all contractors and sub-contractors, including those delivering equipment or materials or performing a service shall provide workers' compensation for all employees.

C. General contractors are responsible for ensuring that sub-contractors carry the same or higher insurance amounts as those required.

D. All contractors shall provide proof of coverage satisfactory to the City. Contractors shall post required signs at job site(s) informing all workers of their right to workers' compensation coverage. Texas Labor Code § 406.096

AWARD OF CONTRACT/AGENDA ITEM

A. Purchasing will conduct an initial review of all submittals.

B. Staff will review and prepare a recommendation for award.

C. Purchasing will prepare the agenda.

D. Contracts will be processed by Purchasing and added to the contract management software.

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CHANGE ORDERS

A change order is the written documentation and approval process that must be performed when changes in the scope of a project are proposed after the performance of a contract has begun. Such changes may include a significant change in the quantity of work to be performed, the cost of work to be performed, or of the materials, equipment, or supplies to be furnished. A change order is usually written for a construction contract but may be necessary in other types of contracts.

THRESHOLD FOR CHANGE ORDERS

A "threshold" is defined as a financial limit on the amount of expenditures which can be authorized by the City Manager on a construction project before requiring City Council approval. (Texas Local Government Code Chapters 252 and 271.

A. **Change Orders Greater than $50,000** – If the change order is greater than $50,000 it must be approved by the City Council.

B. **Change Orders Less than $50,000** – If the change order is less than $50,000 it may be approved by the City Manager or designee.

C. Once the total of all approved change orders on a project (including the contingency amount) totals more than $50,000, all subsequent change orders must be approved by the City Council.

D. The original contract price may not be decreased by more than 25% without the consent of the contractor.

E. The original contract price may not be increased by more than 25% without approval by Council.

F. Change order forms must be used to document each change.

G. Change orders shall be listed in number sequence on the Purchase Order.

APPROVAL FOR CHANGE ORDERS

All change orders must be presented and approved in writing prior to work beginning.

CONTINGENCY FUNDS

The City Council may establish a contingency fund for a construction project at the time of award of a bid to be used during the course of a project. A contingency fund may be established at any dollar amount above the bid award provided that is reasonable and prudent.

All projects will include 10% contingency when budgeting.

Contingency funds shall be used to fund changes that occur during the construction process.

BID TIME

Bid time shall be standard for all construction bids at 21 days.

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SECTION 13: PROFESSIONAL SERVICES

PURPOSE OF POLICY

The following policies are designed to assist the City's staff in the selection of individuals or firms to perform professional services. The desire is to establish fairness and consistency in the selection process while obtaining the best value (quality services at a reasonable price) for the City in accordance with applicable legal requirements.

Departments are required to seek proposals or qualifications for professional services at least every five years to help ensure the greatest and fairest competition in the selection of professional services by the City of Celina.

DEFINITION OF PROFESSIONAL SERVICES

A. Professional services generally refer to those services performed by an individual or group of individuals where education, degrees, certification, license, and/or registration are required for qualification to perform the service. The term "professional services" includes labor and skill that is predominantly mental or intellectual, rather than physical or manual, in nature. (See Texas Attorney General Opinion No. JM-940, at p. 3 (1988)).

B. Certain professions are specifically named in the Professional Services Procurement Act (ACT), Texas Government Code Chapter 2254, Subchapter A. This includes services within the scope of the practice, as defined by state law, of:

1. accounting
2. architecture
3. landscape architecture
4. land surveying
5. medicine
6. optometry
7. professional engineering
8. real estate appraising
9. professional nursing
10. Interior Design Services

C. If a department is not sure if a service is a "professional service," the department should contact the Purchasing Director before securing such services.

D. **Personal Service** is defined as a service that is performed by an individual. A contract is for a personal service if a specific individual person is required to perform the service. The service must be performed by the individual named in the contract. (attorney general JM-890 and JM 486)

E. **Planning services** means services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the municipality 252.001 (5)

PROCUREMENT OF ARCHITECTURAL, ENGINEERING, OR LAND SURVEYING SERVICES

When procuring architectural, engineering or land surveying services, the City shall use a two-step selection process (see Texas Government Code § 2254.004):

A. First, the City shall select, through the RFQ process, the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and

B. Second, attempt to negotiate with that provider a contract at a fair and reasonable price. Negotiations will be facilitated by Purchasing as lead for a team of stakeholders.

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SECTION 13: PROFESSIONAL SERVICES

If the City is unable to negotiate a satisfactory contract with the most highly qualified provider of architectural, engineering or land surveying services:

A. First, the City shall formally end negotiations with that provider;

B. Second, select the next most highly qualified provider; and

C. Third, attempt to negotiate a contract with that provider at a fair and reasonable price. The City must continue this process until a contract is entered into.

D. A purchase order must be issued upon award of contract.

FEES ESTIMATED TO BE UNDER $50,000 PER YEAR

A. The Department and/or Purchasing Director may solicit proposals from qualified professionals. Proposals will be ranked based on the demonstrated competence and qualifications of the individual or company. Negotiations may be entered into with the most highly qualified according to rank. Selection will follow the procedures established by the Professional Services Procurement Act.

B. A Purchase Order is required.

FEES ESTIMATED TO BE $50,000 OR GREATER PER YEAR

A. The solicitation process will be managed by the Purchasing Department.

B. The process shall contain sufficient information to inform potential Professional service vendors as to the type of project, scope of services to be performed, the selection criteria to be used and weighting assigned to each of the criteria.

C. After the evaluation of submitted Requests for Proposals, it may be necessary (as determined by the Purchasing Director) to interview several of the firms and further evaluate them on the basis of the interview or a presentation, narrowing the field until one firm is selected for negotiations. Negotiations will be facilitated by the Purchasing Department.

D. When negotiations are concluded, a recommendation will be made to City Council.

E. A Purchase Order is required.

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SECTION 14: EMERGENCY PROCUREMENT

EMERGENCY PURCHASES, Texas Local Government Code §252.022

An emergency condition creates an immediate and serious need for materials, services, or construction that cannot be met through normal procurement methods and that seriously threatens the functioning of the City or the protection of property or the health or safety of any person.

Emergency purchases are for critical, unforeseen government need. Because the City's ability to serve the public would be impaired if purchases are not made immediately, emergency purchases are exempt from standard procurement procedures.

True emergencies almost always occur as a result of parts and labor needed for unforeseen repairs to equipment that must be kept operational. When an emergency occurs, the need for quotes will be eliminated; however, written explanation must be indicated on the Statement of Compliance for Irregular Purchases.

1. If the product or services is over $3,000 and under $50,000, obtain the City Manager's authorization. Once authorization has been received, submit a requisition to Procurement and obtain a purchase order, call the vendor to initiate repair services or order the needed materials. Immediately or as soon as feasible, submit a copy of the invoice, delivery ticket and the irregular purchase form to Purchasing.
2. In the event the emergency expenditure exceeds $50,000, follow the same procedures outlined in item 1 above, and prepare an agenda item and/or resolution for City Council approval prior to payment for the products or services purchased.
3. In extreme cases involving a disaster, an emergency declaration will be made. All purchases must be documented through proper state & federal forms and authorized by the Emergency Operations Center or designated employee. Refer to Disaster Procurement Policy below.

An emergency created through neglect will not be processed as an emergency.

Typical examples of such neglect are:

a. Depletion of stock due to lack of planning.

b. Building or equipment needing repairs for some time, suddenly becoming an emergency overnight.

c. Orders of materials for projects most of which must be planned weeks or months ahead of time, and requested just before desired use.

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SECTION 15: DISASTER PROCUREMENT

DISASTER PROCUREMENT POLICY (FEDERAL)

PURPOSE

This policy modifies the City of Celina's normal procurement practices to assure that, in both emergency and exigent circumstances caused by a proclaimed disaster or emergency, the City of Celina is able to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improve public and private property through cost-effective measures while still maintaining an effective purchasing process and complying with applicable local and state purchasing laws. Where the City is included in a major disaster or emergency declared by the President of the United States, this policy also assures that City procurements comply with Federal regulations applicable to FEMA disaster grant reimbursement as defined in Title 2 of the Code of Federal Regulations, Part 200. (2CFR Part 200)

DEFINITIONS:

For the purposes of this policy,

A proclaimed disaster or emergency exists if:

1. The Governor has declared a state of emergency for an area which includes the geographic territory of the City of Celina, or
2. The Chief Executive Officer (Mayor, City Manager) of the City of Celina has declared an emergency in the City.

Exigent Circumstances are situations in which:

1. A disaster or emergency has been proclaimed, and
2. The public exigency for goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures will not permit competitive solicitation.

DELEGATIONS OF PURCHASING AUTHORITY IN EXIGENT CIRCUMSTANCES

1. **Delegation** - If the City Manager determines that goods and services must be procured before the City Council is able to assemble and approve purchases, the City Manager has the authority, subject to the limitation set forth in subparagraph 1(A) and 1(B), to approve the immediate rental or purchase of any equipment, supplies, services or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

    A. **Limits of Single Purchase Authority** - The City Manager, shall have the authority to make individual purchases up to $10,000 on his or her signature alone. The City Manager shall have the authority to make purchases in excess of $10,000 up to a maximum of $250,000 when countersigned by the Mayor or in the Mayor's absence countersigned by another council member.

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B. **Limits of Aggregate Purchase Authority -** The City Manager shall have the authority to make aggregate purchases up to $10,000 on his or her signature alone. The City Manager shall have the authority to make purchases in excess of $10,000 up to a maximum of $250,000 when countersigned by the Mayor or in the Mayor's absence countersigned by another council member.

2. **Sub-Delegation to the EOC Director -** The EOC Director shall be a designee of the City Manager at any time that the City Manager is not available to approve purchases as allowed in this section

C. Sub-Delegation of Purchasing Authority - If neither the City Manager or the EOC Director is available, the following department heads have authority to rent or purchase from the nearest available source any equipment, supplies, services, or other items necessary for this or her department to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures, up to a maximum of $10,000.

Department Heads:

Police Chief	Assistant Police Chief	
Fire Chief	Assistant Fire Chief	Division Fire Chief
Public Works Director	Assistant Public Works Director	

D. Administrative Procedures:

Reporting Requirements.

1. As soon as possible after purchases are made under this section 3, the City Manager, EOC Director, or department head shall submit to the Purchasing Director a requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.
2. The Purchasing Director will inform the City Manager and the Elected governing board of any individual purchase under this section with a contract amount greater than $10,000, and also whenever the aggregate of purchases under this section is greater than $250,000 dollars.
3. The Purchasing Officer will obtain the City Manager's (or EOC Director as the City Manager's designee) approval prior to any purchase by a department head if the amount is $10,000 thousand dollars or more.
4. If the City Manager/EOC Director is unavailable, and the delay in getting his/her signature would imperil life, safety or improved property, the department heads as listed in C1 above may approve the emergency purchase of $10,000 dollars or more.
5. The Purchasing Director shall have the authority to approve all disaster related purchases under $250,000 dollars.
6. The Purchasing Director will expedite the verification of funds available and complete the preparation of the purchase order

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SECTION 15: DISASTER PROCUREMENT

PROCUREMENT PROCEDURES IN EXIGENT CIRCUMSTANCES

Upon receipt of requisitions under Section 3, the Purchasing Director shall prepare purchase orders for the emergency equipment, supplies, services or other items in accordance with the requirements of this section.

Exempt Purchases - Purchases below $250,000 shall not be required to be formally bid. Purchases greater than $250,000 may be made following the procedures specified in this section. The signature(s) of the City Manager, Purchasing Director, and/or Department Head are still required as provided in Section 3.

A. Justification of Sole Source or No-bid Contracts - Where exigent circumstances require immediate procurement from the nearest available source,

1. The Purchasing Director shall use the "Justification Form for Emergency Sole Source or No-Bid Purchase."
2. Procurement should be limited to that portion of the work that must be performed immediately, allowing subsequent procurement by competitive proposals of the remainder of the work.
3. “Sole source” or “no-bid” acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures, procurement of a scarce commodities, goods, or services or acquisition or rental of emergency equipment, emergency consulting services, emergency road clearance or other emergency requirements.

C. **Provision for Alternate Bid Solicitation Procedures -** The City's normal requirements for sealed bids shall not apply to acquisitions under Section 3. However, the Procurement Officer shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers, in lieu of written and/or sealed bids, in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.

D. **Locations of Postings for Request for Proposals or Invitation to Bids –** The Procurement Officer may waive normal requirements for public posting of requests for proposals or solicitation of bids. Notices soliciting bids or requests for proposals shall be posted at the City’s designated Emergency Operations Center.

E. **Length of Time for Posting Requests -** The Procurement Officer may shorten the normal bid period from xx days to expedite the award of contracts for emergency equipment, goods, or services. The Procurement Officer should seek to assure that the shortened bid period allows multiple suppliers to submit bids.

F. **Number of Bids Required –** Solicited bids that are non-responsive shall count towards the minimum number of bids required when there is a declared emergency or disaster in the Jurisdiction. All such no-bids must be documented as to time, date, and person/company contacted, with a reason for no-bid, if possible.

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SECTION 15: DISASTER PROCUREMENT

NOTIFICATION AND RATIFICATION

A. **Posting of Contracts and Awards –** Under this section, all contracts awarded that exceed $50,000 shall be presented to City Council for ratification and publicly posted within sixty (60) days.

B. **Authority to Cancel Emergency Procurements -** the City has the absolute authority to rescind a contract for non-performance within 24 hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or non-performance presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

C. **Notification Requirement for Emergency Purchases -** For any purchase in excess of $50,000 the Purchasing Manager shall report all such purchases to City Council within thirty (30) days of the onset of the disaster.

D. **Requirement for Separate Invoicing -** All purchases or rentals made during proclaimed emergency or disaster conditions shall require separate invoicing from routine (non-disaster related) purchases. All invoices shall state the goods, services or equipment provided and shall specify where the goods or services were delivered. All invoices shall specify the locations where the goods or services were used if at all possible.

E. **Auditing of Invoices for Debris Clearance Prior to Payment -** All invoices for debris clearance and removal shall be audited by the City prior to payment to the vendor. Vendors shall be notified of this requirement prior to the awarding of any contract for debris clearance and/or removal. Audits shall be in accordance with procedures for debris removal monitoring specified in FEMA's Publication 325, Debris Management Guide.

F. **Limitations of Disaster Purchasing Policy -** For the purposes of this section, an emergency or disaster shall be deemed to exist when a condition exists that presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures and a local emergency or disaster has been proclaimed. Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures shall follow the City's regular purchasing provisions.

Notwithstanding the terms of this policy, nothing contained herein shall conflict with Federal procurement regulations as currently defined in 2 CFR Part 200.

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SECTION 16: SOLE SOURCE PROCUREMENT Procurement Policy

SOLE SOURCE PURCHASES

Sole source purchases are goods and services available from only one supplier. There may be one vendor because of patents, copyrights or simply because the vendor is the only one which supplies the good or service.

Examples: Patented products, monopolized items, rare books, captive replacement part, or component for equipment, and software with exclusive distribution rights.

Items that are only available from one manufacturer are not a sole source, if the items can be purchased from distributors. Similarly, books available from multiple sources are not sole source.

Regulated or natural monopolies such as utilities, gravel from the only pit in the area.

Replacement components

Staff is responsible for obtaining and retaining documentation from the vendor that clearly states the reasons the purchase must be made on a “sole source” basis.

WRITTEN JUSTIFICATION

All sole source purchases require written justification in the form of an affidavit which must be completed by the vendor and notarized. This form must be submitted to and approved by the Purchasing Director prior to the purchase being made.

Be sure that the function the user department is asking for is a "need” and not a "want." For example, only one vendor sells equipment with the special function. Other vendors have a similar function but not exactly the same.

NOTICE OF INTENT TO AWARD A SOLE SOURCE PROCUREMENT

All purchases in excess of $50,000 shall be made in conjunction with the Purchasing Agent and may post a Notice of Intent to purchase a sole source item in the e-pro system for public review.

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SECTION 17: COOPERATIVE PURCHASES Procurement Policy

COOPERATIVE PURCHASES

Texas Government Code, Chapter 791, and Texas Local Government Code, Chapter 271, authorize the use of cooperative purchasing programs. These chapters authorize the City to use another entity's bid and likewise allows another entity to use the City's contracts. Additionally, the statutes allow the City to use a cooperative contract issued by an established cooperative agency.

The following must be included and established to utilize a cooperative contract.

1. The bid specifications / contract must have cooperative language.
2. The awarded vendor must have agreed to the language (term).
3. An interlocal agreement must be in place between the City and the issuing/awarded entity.

The City has established memberships and entered into interlocal agreements which promotes participation in cooperative purchasing programs. Current Interlocal Agreements and Contracts are available on the e-procurement website at www.celina-tx.gov/bids.

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SECTION 18: PROCUREMENT CARD Procurement Policy

PURPOSE

The Procurement Card (PCard) Program is designed to manage small dollar purchases for procuring goods and services that do not exceed $3,000. It provides the City with an efficient and controllable method for monitoring small dollar purchases, reducing paperwork, and paying vendors in a timely manner. Cards are requested by department Directors and issued through JP Morgan Chase by the Program Administrator. Cardholders must agree and adhere to the guidelines listed below and those set forth in the City's Procurement Policy. The card is intended to replace petty-cash, small dollar purchases purchase orders, and emergency purchases. Any usage outside of this policy is a violation and subject to revocation of PCard, purchasing privileges, and discipline up to and including termination.

USAGE

Cardholders may use card upon activation and signing the back of the card, cardholders may use their PCard for City purchases only. When in doubt as to whether a purchase is allowable, the cardholder should contact their Director or the Program Administrator prior to making the purchase. The card may be used for most transactions not exceeding the cardholder's transaction limit, including, but not limited to:

- "Brick and mortar" retail purchases;
- Telephone or online orders;
- Travel (including lodging, conference fees, and training); and
- Services.

While quotes are not required, care should be taken to ensure the taxpayers' dollars are used efficiently and the best value is obtained.

PAYMENTS

Purchases made with a Card must be paid for when the order is placed. If the exact amount is not known or the vendor does not accept credit cards, a requisition should be entered and a PO issued and submitted to the vendor prior to placing the order.

Invoices received must be processed through the Accounts Payable. **Invoices may not be paid with a credit card.**

RECEIPTS

An original, itemized receipt for every purchase must be obtained from the vendor each time the card is used. Restaurant purchases must include the credit card receipt with the total, including tip, in addition to the itemized receipt. Online and telephone purchases must also be documented by a receipt, which may be emailed, faxed, or mailed to the cardholder.

Vendors should not send invoices for Card transactions to Accounts Payable, as this may result in duplicate payments.

Receipts must be scanned and uploaded.

Receipts must be retained and destroyed each April for the previous fiscal year.

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CARD SECURITY

Each cardholder is responsible for all charges to their assigned Card and must maintain the card in a safe and secure manner that prevents unauthorized or improper use. The Card is not to be loaned or made available to another employee, friend, or family member under any circumstance.

RESTRICTIONS

Cards may not be used for personal purchases of any kind. Other restrictions include, but are not limited to:

- Alcohol or liquor;
- Spouse or family member expenses
- Splitting transactions to avoid quote or bid requirements;
- Entertainment, such as theatre, movies, golf, etc.;
- Services such as contracts and agreements
- Cash refunds or advances
- Fuel purchases
- Computer hardware, communications hardware, software, and services without prior written approval from the IT Manager. Approval documentation must be uploaded with receipt to statement packet.

SECURITY RESTRICTIONS

Each procurement card has an individual transaction limit, a monthly spending limit, and restrictive merchant codes (MCC). Each card is restricted to the number of swipes that may be made for a given period of time and by vendors. PCards may also be restricted as to the daily, monthly, or transaction amounts of card purchases. A card transaction will be denied when swiped if the transaction exceeds any of the limits.

Cards swiped three times and denied will lock the card.

SALES TAX

As a tax-exempt government agency, the City of Celina does not pay sales tax. Cardholders are responsible for ensuring that the City is not charged sales tax by alerting the merchant in advance that the transaction is tax exempt. If tax is included, the Cardholder is responsible for correcting the charge.

TRAVEL EXPENSE REPORTS

It is the City's policy to pay for, or reimburse, all reasonable and necessary expenses incurred when an employee travels for City-related business. Direct payment of travel expenses with a Card is encouraged, as permitted. This section supplements the Travel Policy in the City's employee policy manual.

Travel expense reports allow for the itemization of PCard purchases as "prepaid expenses."

As outlined in travel policy, meals are paid for via per diem and meal charges are not permitted. Per Diem is requested on Travel Expense form.

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CARDHOLDER DUTIES AND RESPONSIBILITIES

Prior to using the card, cardholders must activate their card, sign the card, and register for fraud alerts.

Cardholders, or an assigned Admin, are responsible for reconciling their statements monthly.

The cardholder must ensure transactions are completed within the assigned limits and guidelines, sales tax was not applied, and the original "detailed" receipt is included.

The cardholder is responsible for processing returns, verifying credits are received, tracking card balances, and disputing charges directly with the vendor. The transaction in dispute must be noted in the item's description. Cash refunds for returns are not allowed. The cardholder must verify the credit is received and attach documentation such as a return receipt or email from the vendor to the expense report. If a cardholder finds a discrepancy, they should contact the vendor and attempt to resolve the problem directly. If a cardholder cannot resolve a disputed item directly with a vendor, the cardholder should contact Program Administrator for assistance.

Cardholder is responsible for immediately notifying JP Morgan Chase, their supervisor, and the Program Administrator if the card is lost or stolen. The contact number at **JP Morgan Chase is 800-316-6056**.

DEPARTMENT DIRECTOR DUTIES AND RESPONSIBILITIES

The Department Director is responsible for auditing and approving all transactions after cardholder reconciliation.

Cards must be returned to the Program Administrator immediately upon notice of resignation, transfer, or termination of the cardholder.

In the event a cardholder has used the card fraudulently, the Department Director shall immediately retrieve the card and report the misuse to the Program Administrator. Fraudulent activity of any kind is cause for immediate termination administered by the City's Human Resources Department.

PROGRAM ADMINISTRATOR DUTIES AND RESPONSIBILITIES

The Card program is administered and maintained by a Program Administrator and is the City's point of contact for the program. Upon approval, monthly expense reports and receipts are submitted to the Program Administrator for review, general ledger updating, and filing for audit purposes. The Program Administrator orders and terminates the PCards, provides training to cardholders, maintains card limits and documentation, reconciles the expense reports, and audits the expense reports and receipts for compliance.

The Program Administrator will report to the Department Director and Finance Director any cardholder infractions. Misuse and/or abuse of card privileges will be dealt with as follows:

- **1st Occurrence:** The Program Administrator, Finance Director, and Department Director will determine if the cardholder will continue in the card program. Department Director will take the necessary, documented steps, to prevent further issues. Documentation will be submitted on the Statement of Non-Compliance form.
- **2nd Occurrence:** The Program Administrator will terminate the cardholder's privileges with deferral to the Human Resources Department for disciplinary action.
-

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

- In the event of unauthorized or inappropriate purchases, the City reserves the right to withhold final paychecks until the issue is resolved.

REVOCATION OF THE PURCHASING CARD

The purchasing card is subject to revocation at any time at the discretion of the Department Director and/or the Program Administrator. Each cardholder must acknowledge receipt of the purchase card, understand the rules of usage, and sign the Cardholder Agreement Form. Failure to abide by this policy will result in revocation of their card and disciplinary action up to termination of employment. The cardholder will be required to reimburse any unauthorized transactions and the City reserves the right to withhold final paychecks until all purchases are satisfactorily reconciled.

The Program Administrator will recommend to the Department Director that the card be revoked following any violation of the Procurement Card policy. The Program Administrator is authorized to temporarily suspend use of the card if unauthorized use is discovered and poses a threat to internal financial controls.

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SECTION 19: Insurance

INSURANCE REQUIREMENTS, Texas Labor Code, §406.096

All contractors and subcontractors shall have insurance coverage including worker's compensation. Proof of coverage must be provided prior to any work beginning. *Certificates must be issued to the City and submitted to Purchasing.*

Minimum Required Insurance: Workers Compensation, General Liability, and Auto Liability. Other types of insurance may be required depending on the type of work or service requested.

"Building or construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance; or

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

Purchasing must verify and approve all insurance documents prior to the contract, purchase order, or commencement of work.

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The table below depicts the minimum standards.

	City of Celina Minimum Insurance Requirements Summary							
Agreement Type	**General Liability**	**Auto**	**Work. Comp.**	**Employers Liability**	**Prof. Liability**	**Installation Floater**	**Builder's Risk**	**Garage Liability**
General Contract-Services	X	X	X	X				
Personal Services	X	X	X					
Professional Services	X	X	X	X	X			
Construction	X	X	X	X		X	X	
Garage Operations	X	X	X					X
Special Events	X	X	X					
Min Coverage Amounts								
Minimum Standard Limit	$1M Per Occurrence $2M Aggregate	$1M Combined Single Limit	Texas Statutory	$500K Accident $500K Employee $500K Limit	$1M Per Occurrence $2M Aggregate	100% Project Completed Value	100% Project Completed Value	Total Value of Vehicles
Additional Coverages (in addition to standard requirements based on agreement type unless noted)								
Construction Contracts	Employers Liability Limit: $1M/$1M/$1M; CGL Limit: $2M per occurrence and $4M aggregate							
Garbage Collection Service	CGL Limit: $5M per occurrence and $10M aggregate; Auto Limit: $5M Combined Single Limit							
Pollution Exposure	$1M Pollution Liability (or equivalent) - Required for vendors or contractors performing work with pollution exposure.							
Crime Exposure	$1M Employee Dishonesty (or equivalent) - Required for handling City money and/or securities, credit card processing, etc.							
Railway Exposure	$1M Railroad Protective Liability (insuring the railroad) - Required if performing work within 50 feet of a railway.							
Liquor Exposure	$1M Liquor Liability - Required for vendors who sell or distribute liquor.							
Cyber Exposure	$1M Cyber Liability (or equivalent) - Required for vendors with access to City networks or handle sensitive data.							
Footnotes:	(1) Waiver of subrogation shall be provided with the Workers' Compensation coverage. (2) The City shall be covered as additional insureds on the GL and Auto policies. (3) Policies of insurance shall not be cancelled without 30 days notice to the City. (4) Insurance carriers must meet A.M. Best financial rating of A-VI or better. (5) Combination of primary or excess policies that meet the required limits is acceptable. (6) Agreements may require additional coverage and/or higher limits at the City's discretion.							

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

APPENDIX A

References

State of Texas Statutes

1. Texas Local Government Code; Chapter 252, 253 271
2. Texas Government Code; Chapter 552, 791, 2251, 2252, 2253, 2254, 2258, 2269
3. Texas Labor Code, Chapter 406
4. Texas Insurance Code, Chapter 1811

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DEFINITIONS

Addendum: An addition, change, or supplement to a solicitation document issued prior to the opening date.

Advertise: To make a public announcement of the intention to purchase goods or services.

Agency: The City of Celina or another governmental office/entity.

Amended: A status change to an RFP, IFB, RFO, RFI, RFQ or Contract that indicates a modification to that document.

Amendment: Written addition or change to a contract.

Assignment: Transfer of contractual rights from one party to another party.

Best Value: Factors to be considered in determining lowest overall cost and value in making certain purchases.

Bid: An offer to contract with the City, submitted in response to a bid invitation.

Bid Bond / Deposit: A deposit required of bidders to protect the City in the event a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the City. Acceptable forms of bid deposits are limited to: cashier's check, certified check, or irrevocable letter of credit issued by a financial institution subject to the laws of Texas and entered on the United States Department of the Treasury's listing of approved sureties; a surety or blanket bond from a company chartered or authorized to do business in Texas.

Bid Opening: The public opening of bids, in which the names of the bidders responding to a bid solicitation and prices of the bidders are publicly read and recorded.

Bid Tabulation: The recording of bids and bid data submitted in response to a solicitation. The bid tabulation is used for comparison, analysis, and record keeping.

Bidder: An individual or entity that submits a bid. The term includes anyone acting on behalf of the individual or other entity that submits a bid, such as agents, employees, and representatives.

Bidders List: A list of potential vendors who have expressed an interest in doing business with the City.

Bond: A document providing evidence of obligation issued in temporary or definitive form

Change Order: A document which is used when it becomes necessary that amends, clarifies, changes, or cancels contract issues and/or provisions.

Centralized Master Bidders List (CMBL): The CMBL is a list maintained by the Texas Comptroller of Public Accounts (CPA) containing the names and addresses of prospective bidders.

Competitive Sealed Bidding: Process of advertising an invitation for bids (ITB), conducting a public bid opening, and awarding of a purchase order/contract to the lowest responsive, responsible bidder in accordance with state law.

Competitive Sealed Proposals: Process of advertising a request for proposal (RFP), the evaluation of submitted proposals and awarding of the contract.

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

Consultant: A person that provides or proposes to provide a consulting service.

Consulting Services: The practice of studying and advising the City.

Contract: A written agreement where a contractor provides goods or services and the agency pays for such goods and services in accordance with the established price, terms and conditions.

Contract Administration: This generally refers to the processes that occur after a contract is signed.

Contract Management: This refers to the entire contracting process from planning through contract administration.

Contract Manager: A person who is: 1) employed by the City, 2) has significant contract management duties.

Contractor: A business entity or individual that has a contract to provide goods or services to the City. Used interchangeably with the term "vendor".

Deliverable: A unit or increment of work required by the contract, including such items as goods, services, reports, or documents.

Emergency: A purchase made when unforeseen and/or a sudden unexpected occurrence creates a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Goods: A transportable article of trade or commerce that can be bartered or sold. Goods do not include services or real property.

Historically Underutilized Business: A minority or women-owned business as

Independent Contractor: A person working for an entity under contract and not an employee of the contracting entity. The contracting entity does not pay unemployment, disability, or worker's compensation insurance or withholding taxes from payments to the person. An independent contractor normally follows the contracting agency's direction on the results of the work but not on the means of accomplishing the work.

Invitation to Bids (ITB): Procurement process used when the requirements are clearly defined, negotiations are not necessary and price is the major determining factor for selection. The FIB uses the competitive sealed bid method.

Liquidated Damages: A specified contract provision which entitles the City to demand a set monetary amount determined to be a fair and equitable repayment to the City for loss of service due to vendor's failure to meet contract requirements.

Negotiations: A consensual bargaining process in which the parties attempt to reach agreement on a disputed or potentially disputed matter. In a contractual sense, negotiation means the "dealings conducted between two or more parties for the purpose of reaching an understanding."

Opening Date: The day and time, after submission of proposals, when sealed bid responses are opened.

Owner: The City of Celina.

Payment Bond: A bond executed in connection with a contract which secures the payment requirements of the contractor.

Performance Bond: A surety bond which provides assurance of a bidder's performance of a certain contract.

Professional Services: Services directly related to professional practices as defined by the Professional Services Procurement Act These include services within the scope of the practice of: accounting; architecture; optometry; medicine; land surveying; and professional engineering. Services provided by professionals outside the scope of their profession, e.g., management consulting services provided by accounting firms, are not considered professional services.

Proposal: An executed offer submitted by a respondent in response to a Request for Proposals (RFP) and intended to be used as a basis to negotiate a contract award.

Proposal Opening: The public opening of proposals, in which the names of the respondents to a solicitation are publicly read and recorded. No prices are divulged at a proposal opening as these types of solicitations are subject to negotiation.

Proprietary Purchase: A purchase request of a product that is proprietary to one vendor and does not permit an equivalent product to be supplied.

Renewal: When an existing contract is renewed for an additional time period in accordance with the terms and conditions of the original contract.

Request for Information (RAFI): A general invitation to contractors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A solicitation requesting submittal of a proposal in response to the required scope of services and usually includes some form of a cost proposal. The RFP process allows for negotiations between a proposer and the issuing agency.

Request for Qualifications (RFQ): A solicitation document requesting submittal of qualifications or specialized expertise in response to the scope of services required. No pricing is solicited with an RFQ.

Request for Quote (RFQ): An informal solicitation document requesting pricing on small dollar purchases.

Responsive: The respondent has complied with all material aspects of the solicitation document, including submission of all required documents.

Respondent: An entity submitting a proposal in response to a solicitation. (See Bidder)

Responsible: The respondent has the capability to fully perform and deliver in accordance with the contract requirements. The City may include past performance, financial capabilities, and business management as criteria for determining if a bidder or proposer is capable of satisfying the contract requirements.

Service: The furnishing of labor by a contractor which may not include the delivery of a tangible end product.

Solicitation: A document requesting submittal of bids or proposals for goods or services in accordance with the advertised specifications.

Solicitation Conference: A meeting chaired by state agency personnel which is designed to help potential bidders/respondents understand the requirements of a solicitation. Also known as a pre-bid or proposal conference.

Specification: Any description of the physical or functional characteristics or of the nature of supplies or service to be purchased. It may include a description of any requirements for inspecting, testing, or preparing supplies or services for delivery.

Statute: A law enacted by a legislature.

Strategic Sourcing: A concept of purchasing with the objective to purchase goods or services that will minimize costs, increase managerial effectiveness and improve operational efficiency.

Surety: A person or entity providing a bond to a contractor to indemnify the City against all direct and consequential damages suffered by failure of the contractor to perform the contract and to pay all lawful claims of subcontractors, materials suppliers and laborers as applicable.

Term Contract: A Contract that addresses the estimated requirements for a number of agencies for supplies or services that are used repeatedly or in significant quantities over a period of time. Also known as an annual contract.

Vendor: A business entity or individual that has a contract to provide goods or services to the City. Used interchangeably with the term “contractor.”

APENDIX C: ACRONYMS

ACRONYMS

CM:	Contract Management
CO-OP:	Cooperative Purchasing Program
CSB:	Competitive Sealed Bid
CSP:	Competitive Sealed Proposal
GSA:	General Services Administration (Federal)
HUB:	Historically Underutilized Business
ITB:	Invitation to Bid
ITQ:	Invitation to Quote
M/WBE:	Minority/Women Business Enterprise
NIGP:	National Institute of Governmental Purchasing
REQ:	Requisition
RFI:	Request for Information
RFP:	Request for Proposal
RFQ:	Request for Qualifications
SOW:	Statement of Work
SOQ:	Statement of Qualifications

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

CHOOSING A PROCUREMENT METHOD

Procurement Method	Use When	Advantages	Disadvantages
Invitation to Bid	Lots of competition exists. The product or service is available from more than one source.	Award process is simpler. Award is made to the lowest responsive, responsible bidder providing the best value to the State.	Defined specifications may be difficult to develop. Does not encourage innovative solutions
Request for Proposal	When factors other than price are evaluated. When negotiations are desired. Vendor is expected to provide innovative ideas.	Allows factors other than price to be considered. Allows for customized proposals suggesting different approaches to the same business need. Allows for negotiations in order to obtain the best value for the state.	Lead times for procurement are much greater. Evaluations are more complex and subjective.
Request for Information	There is insufficient information to write specifications for any procurement method	Provides information to prepare a complete bid or proposal document. Allows the business community to have input into the agency's solicitation document based on current industry practices and market factors. Informs agency of any potential problems early in the procurement.	
Request for Qualifications	Selection is made solely on the skills and qualifications of the contractor.	Emphasizes the competency of the proposed contractors.	Contractor is selected before price is negotiated.

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	Price is not a factor until after a vendor is selected.		

Table courtesy of the State of Texas Contract Management Guide version 1.10.

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SAMPLE LEAD TIME FOR A COMPLEX PROJECT

Task	Suggested Lead Time from Start of Contract Date	Example
Begin Preparation of Specification and contract.	180 days	March 1
Final approval of Specifications	150 days	April 1
Advertise and Issue Solicitation (Bid/RFP/RFQ)	120 days	May 1
Receipt of Responses	90 days	June 1
Evaluation of Responses	5 – 30 days	July 1
Contract Negotiation	30 days	August 1
Council Award	10 days	August 10
Contract Execution - City	3-10 days	August 20
Contract Execution / Bonding	Minimum 10 days	August 30
Contract Begins		September 1

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

QUOTE/BID REQUIREMENTS

All Fixed Asset purchases ($5,000 or greater) will be processed by Procurement.

Quote - Purchases Less than $3000 for Supplies

A onetime purchase or cumulative purchase by a single department or from multiple departments for supplies requires a single written quote.

Purchase must be made with the purchasing card or by obtaining a purchase order prior to placing the order.

Quote - Purchases Greater than $3000 and Less than $50,000 for Supplies

A onetime purchase or cumulative purchase by a single department or from multiple departments for supplies requires three written quotes and two must be from HUB vendors as required by statute.

Purchase must be made by obtaining a purchase order prior to placing the order.

Quote - Purchases Less than $3000 for Service

A onetime purchase or cumulative purchase by a single department or from multiple departments requires a single written quote. If service is performed on City property, all vendors should be given a copy of the standard insurance requirements and a certificate of insurance obtained. Work should not be started until a purchase order has been issued and a copy of the insurance verified by Purchasing.

Purchase must be made by obtaining a purchase order prior to placing the order.

Quote - Purchases Greater than $3000 and Less than $50,000 for Service

A onetime purchase or cumulative purchase by a single department or from multiple departments requires three written quotes and two must be from HUB vendors as required by statute. If service is performed on City property, all vendors should be given a copy of the standard insurance requirements and a certificate of insurance obtained. Work should not be started until a purchase order has been issued and a copy of the insurance verified by Purchasing.

Purchase must be made by obtaining a purchase order prior to placing the order.

Bid/RFP/RFQ – Purchases Greater than $50,000 for Supplies or Service

A onetime purchase or cumulative purchase by a single department or for multiple departments will be processed by Purchasing. The appropriate process will be used and a standard contract/purchase order will be issued.

All purchases greater than $50,000 must include a contract, insurance, bonds (if needed), and a purchase order. City Council approval is required and will be processed by Purchasing.

Attachment: Procurement Policy 2022 Final (Presentation - Procurement Policy Updates FY 22)

AUCTION PROCEDURES

	Steps	Responsibility
1	Identify surplus property	Department Director or designated employee
2	Notify all departments of the availability of the surplus property. • Email to all departments/users • Allow a minimum of seven days	Designated Department employee
3	If a department is interested, complete the City's Surplus Property Form and submit to Procurement. • Requesting department must pick up the equipment within seven days.	Designated Department employee
4.	If no interest, notify Procurement. • Complete Disposition form and send to Procurement	Designated Department employee
5	Procurement will determine the best method of disposal through: • Auction • Trade In • Recycling • Donation • Destruction	Procurement

AUCTION

	Steps	Responsibility
6	Prior to Sale: Department must remove all City of Celina identification, markings, or equipment (logo, department numbering, equipment that will be used on other equipment, etc.)	Designated Department Employee
7	Move item to a secure location	Designated Department Employee
8	Take pictures and submit to Procurement • For vehicles & equipment, take a minimum of four pictures (one on each side). • Additional pictures of the inside, damage to exterior or interior, etc. • The more information/pictures provided will help with the sell and less questions will be generated by the public.	Designated Department Employee
9	Create a log with the identification, location, value and date.	Procurement
10	Proceed with auction. Auctions will be completed quarterly or sooner, IF needed.	Procurement
11	Receive funds and close out auction.	Procurement

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DESTRUCTION/RECYCLING (IT Equipment)

	Steps	Responsibility
1	Confirm items are eligible for destruction.	IT
2.	Complete the destruction form	IT
3.	Send form to vendor and Procurement	IT
4	Copy procurement on all correspondence.	IT
5	Bring proceeds to Procurement for deposit.	IT

UNCLAIMED, SEIZED, OR LOST PROPERTY

	Steps	Responsibility
1	Confirm items are eligible for sale	Designated Department Employee
2	For Lost and Unclaimed Property, provide documentation that all internal policies have been followed.	Designated Department Employee
3.	For Seized property provide copy of Court Order which indicates property has been awarded to the City of Celina.	Police Department
4.	Follow auction proceedures	

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Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Manager
CC:	Karla Stovall, Assistant City Manager
Date:	March 15, 2022
Re:	

Action Requested:
Discussion regarding a new local preference policy.

Background Information:
Presentation of the new local preference policy.

Staff Recommendation:

Life Connected.

CITY OF CELINA
LOCAL PREFERENCE POLICY

DESCRIPTION	DATE	RESOLUTION #
Adopted by Resolution on:	4/12/2022	
Initial Effective Date		
REVISIONS		
Revision # 1		
Revision # 1 Council Adopted Date		

Attachment: Local Preference Policy - Final (Presentation - Local Preference Policy)

LOCAL PREFERENCE POLICY

1. PURPOSE

The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code allowing for consideration of location of bidder's principal place of business in the award of a competitively bid contracts.

2. AUTHORIZATION

2.1. Section 271.905 of the Texas Local Government Code authorizes the City of Celina to consider the location of a bidder's principal place of business in awarding a bid for real or personal property. In order to do so, the City Council must determine, in writing, the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the City and increased tax revenues to the City.

2.2. Section 271.9051 of the Texas Local Government Code authorizes the City of Celina to consider the location of a bidder's principal place of business in awarding a bid for construction under $100,000. In order to do so, the City Council must determine, in writing, the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the City and increase tax revenues to the City.

2.3. The chart below summarizes the criteria for the lowest responsible bid.

LGC 271.905	LGC 271.9051
3% Differential	5% Differential
All other bids, excluding construction and services, greater than $500,000	Construction bids less than $100,000
	All other bids, including services, less than $500,000

2.4. City Council may award a competitively bid contract to the lowest responsible bidder, a local bidder or reject all bids.

2.5. This policy does not apply to purchases obtained through a request for qualifications (RFQ), request for proposal (RFP), bids involving Federal funds, grant funds, or Interlocal Agreements.

1. DEFINITIONS

1.1. **Lowest responsible bid** means price is the single determinant factor when awarding a bid to a responsible bidder.

1.2. **Best Value Bid means** price is only one of a number of determining factors that are weighted for evaluation purposes.

1.3. **Real property** means land, improvement, or an estate or interest in real property,

Attachment: Local Preference Policy - Final (Presentation - Local Preference Policy)

other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation in real property.

1.4. **Personal property** includes appliances, equipment, facilities, and furnishings, or an interest in personal property, whether movable or fixed, considered by the governing body of the governmental agency to be necessary, useful, or appropriate to one or more purposes of the governmental agency. The term includes all materials and labor incident to the installation of that personal property. The term includes electricity and cloud computing services. The term does not include real property.

1.5. **Local government** means the City of Celina.

1.6. **Debt** includes delinquent taxes, fines, fees, and delinquencies arising from written agreements with the City.

1.7. **Substantial Interest** as defined by Section 171.002 of the Texas Local Government Code includes:

1.7.1. The person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or $15,000 or more of the fair market value of the business entity; or

1.7.2. Funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year.

1.7.3. A person has a substantial interest in real property if the interest in an equitable or legal ownership with a fair market value of $2,500 or more.

1.7.4. A local public official is considered to have substantial interest if a person related to the official in the first degree has substantial interest.

2. GENERAL PURPOSE AND INTENT

2.1. The purpose and intent of this Policy is to set forth the parameters under which the City of Celina may consider the location of a bidder's principal place of business in awarding a bid.

2.2. All applications will be considered on a case-by-case basis, and the decision to approve or deny consideration shall be at the discretion of the City Council.

2.3. **Tie Bids** - If all factors and conditions relating to the bids are equal, then the tie bid will be awarded to the local vendor. If more than one vendor is local or none is local, then a coin toss will be conducted by Purchasing with at least one witness.

2.4. **Award**

2.4.1. Bidders seeking local preference must meet all specifications and minimum requirements contained in the bid documents.

2.4.2. The City of Celina reserves the right to award a contract to the lowest bidder or to award the bidder whose principal place of business is in the local government.

2.4.3. The governing body must determine in writing that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the City of Celina and increased tax revenues to the City of Celina.

Attachment: Local Preference Policy - Final (Presentation - Local Preference Policy)

3. CONSIDERATIONS

3.1. The bids must be for any real property or personal property that is not affixed to real property.

3.2. The location of the bidder's principal place of business must be in the City Limits, as evidenced by submission of the current and valid Franchise Tax Certificate and the Certificate of Account Status on file with the Texas Secretary of State, or other documents if applicable under the Texas Business Organizations Code.

3.3. The local bidders bid price must be within 3% of the lowest and best-qualified bid for competitive bids of goods and services over $500,000.

3.4. The local bidders bid price must be within 5% of the lowest and best-qualified bid for construction under $100,000 and bids of goods or services less than $500,000.

3.5. The bidder must include in the bid a written application for the Local Business Preference providing objective information satisfactory to the City Council as to how the award of the bid will lead to additional economic development opportunities for the City created by the contract award, including (1) the employment of City residents, and (2) increased tax revenues to the local government. Such information shall be as appropriate to the type of bid, but may include, but is not limited to:

3.5.1. Bid amount as percentage of reported local annual sales/revenue;

3.5.2. Economic impact – number of employees added within past 12 months;

3.5.3. New job by salary category;

3.5.4. Local annual property taxes paid.

3.6. The bidder must not be tax-delinquent as to federal, state, or local taxes.

3.7. The bidder may not subcontract the award, or any part of the award.

3.8. The bidder must not be indebted to the City.

3.9. A business in which a member of City Council has a substantial business interest as defined under Texas Local Government Code Chapter 171 is not eligible for consideration under the this policy.

4. APPLICATION

4.1. Written Application: A bidder may request consideration for Local Business preference by submitting the required information as part of the bid.

4.2. There are no fees to submit the application.

4.3. Content of Application: The application must include objective, verifiable information from the bidder as to how the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of County residents and increased tax revenues to the City. The application form may require such financial and other information as the City deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

Attachment: Local Preference Policy - Final (Presentation - Local Preference Policy)

Life Connected.

CITY OF CELINA

LOCAL PREFERENCE APPLICATION

This application for local preference consideration does not mean that the City of Celina is limiting responses to the competitive bid process to only businesses located within the City limits. All bids are welcome and encouraged.

Bidders who wish to request a local preference must have their principal place of business located within the City limits.

Bidders must:

1. Meet the minimum requirements of the bid;
2. Provide a Tax Certificate from the tax authority for your location (either Collin or Denton County Tax Assessor) showing the current status of taxes, penalties, interest, and any known costs due on a property; and
3. Submit the completed application.

Attachment: Local Preference Policy - Application Final (Presentation - Local Preference Policy)

CITY OF CELINA
LOCAL BUSINESS PREFERENCE

APPLICATION

Solicitation # _____

Solicitation Name _____

Applicant Name _____

Business Name _____

DBA Name _____

Business Type: ☐ **Sole Proprietor** ☐ **Partnership** ☐ **Corporation**

☐ **Other:** _____

QUALIFICATIONS

A. Where is your principal place of business?

Principal place of business is defined as any business, which owns or leases a commercial building within the City limits and uses the building for actual business operations.

B. Are you delinquent in paying federal, state, or local taxes for the business listed above?

Yes _____ No _____

C. Are you registered to do business with the Texas Secretary of State?

Yes _____ No _____

1. Attach a copy of your current Franchise Tax Certificate on file with the TexasSecretary of State.
2. Attach a copy of your current Certificate of Account status on file with the Texas Secretary of State.
3. If the above documents do not apply, explain why and provide the equivalent documents required by the Texas Secretary of State and/or Texas Business Organizations Code for your typeof business entity.

D. Economic Development Opportunities.

1. How will the bid award lead to additional economic development opportunities for the City?

2. *Total number of current employees who are residents of the City of Celina?*

Attachment: Local Preference Policy - Application Final (Presentation - Local Preference Policy)

3. *Will award of this contract result in the employment and retention of residents of the City of Celina?*

4. *Will award of this contract result in increased tax revenue to the City?*
5. *If yes, what type of taxes?*
    a. *Property*
    b. *Sales Taxes*
    c. *Hotel Occupancy Taxes*

6. *Other economic development benefits deemed pertinent by applicant. This information includes, but is not limited to,*
    i. *bid amount as percentage of reported local annual sales/revenue, or totalcommodity sales;*
    ii. *economic impact- number of employees added within past 12 months;*
    iii. *new jobs by salary category; and*
    iv. *local annual property taxes paid*

E. No Subcontracting of Award.

The bidder may not subcontract the award, or any part of the award. Doing so will be grounds for termination of the contract and penalties**.**

Agreed Yes _____ No _____

F. Contributions to members of City Council.

All political contributions by the bidder to members of City Council for the previous 12 months by the bidder must be disclosed. This includes owners, principals or officers of the bidder that is a corporation or other legal entity. Complete the attached Affidavit.

G. Agreement to "Buy Local."

If you are awarded the bid, you agree to give preference and priority to City manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency.

H. Confidentiality

Information that is provided to the City in connection with an application or request for Local Business Preference shall be kept confidential and not be subjected to public disclosure except as required by law, the Texas Attorney General, or by an order of a court. Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

The undersigned does hereby affirm that the information supplied in this application are true and correct as of the date below.

Signature	Date
Printed Name	Title

Attachment: Local Preference Policy - Application Final (Presentation - Local Preference Policy)

AFFIDAVIT

To be completed by all vendors as described in section D of the local business preference application- By owner, if vendor is a sole proprietorship or all principals and officers if the vendor is a corporation or other legal entity

THE STATE OF TEXAS COUNTY OF _____

I am fully competent to make this affidavit, and the information contained herein is based upon my personal knowledge.

1. My name is _____

2. My title: _____

3. For the previous twelve months, I, made the following campaign contributions, gifts or any transfers of cash, checks or anything of value to any member of the City of Celina City Council, any person related by marriage or birth to the City Council or any member of the City of Celina administrative staff: (Provide Date, Amount or Cash Value of Gift, and Recipient's Name and Title).

[add any additional information you think necessary or appropriate]

_____ _____

Signature Date

Attachment: Local Preference Policy - Application Final (Presentation - Local Preference Policy)

LOCAL PREFERENCE POLICY

Dawn Berry, CPPB, NIGP-CPP
Purchasing Director



Attachment: Presentation - Local Preference Policy FY 22 (Presentation - Local Preference

271.905

- Statute 271.905 allows for consideration of the bidder's principal place of business for real or personal property.
- 3% Differential
- Applies to:
  - Bids over $500,000

Attachment: Presentation - Local Preference Policy FY 22 (Presentation - Local Preference

271.9051

- Statute 271.9051 allows for consideration of the bidder's principal place of business for real or personal property.
- 5% Differential
- Applies to:
  - Construction Bids less than $100,000
  - All other bids less than $500,000

Attachment: Presentation - Local Preference Policy FY 22 (Presentation - Local Preference

EXCLUSIONS

- This policy does not apply to:
  - Request for Qualifications
  - Request for Proposals
  - Solicitations involving Federal or Grant Funds
  - Cooperative or Interlocal Agreements

Attachment: Presentation - Local Preference Policy FY 22 (Presentation - Local Preference

COUNCIL DETERMINATION

- Council must:
  - Determine in writing the if the local offer is the best combination of contract price and additional economic development opportunities.

- Local Business must be in City Limits
- Submit Application with verifiable documentation
  - Employment Retention
  - Residency Retention
  - Taxes (property, sales, hotel)
- Must Agree to by local when feasible
- May not sub-contract the awarded work.
- Vendor must re-apply with each bid opportunity
- No Fees to apply

Attachment: Presentation - Local Preference Policy FY 22 (Presentation - Local Preference

AWARD RECOMMENDATIONS

- Staff will review submittals as received and present the application to Council.
- City Council may award a bid to:
  - the lowest responsible bidder,
  - a local bidder, or
  - reject all bids.

Attachment: Presentation - Local Preference Policy FY 22 (Presentation - Local Preference

QUESTIONS?

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
Date:	March 15, 2022
Re:	Presentation from Human Resources

Action Requested:
Discussion regarding 2021 Employee Survey Results and update of Human Resources metrics. (Peters)

Staff Recommendation:



Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
Date:	March 15, 2022
Re:	Discussion regarding FY22 budget

Action Requested:
Discussion regarding FY22 budget (Stovall)

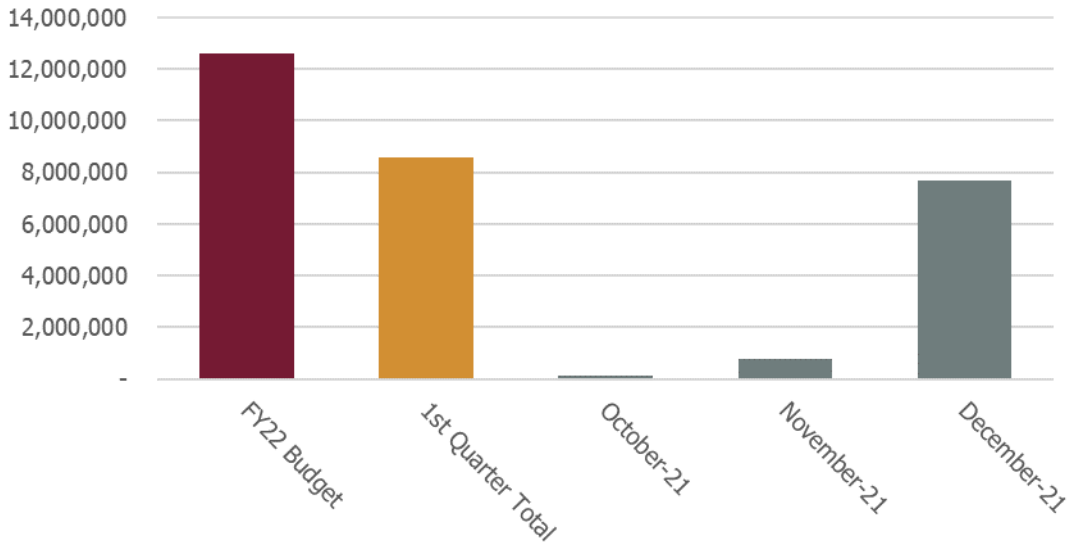
Staff Recommendation:

Budget Summary Report
FY 2021-2022 – 1st Quarter 12/31/2021

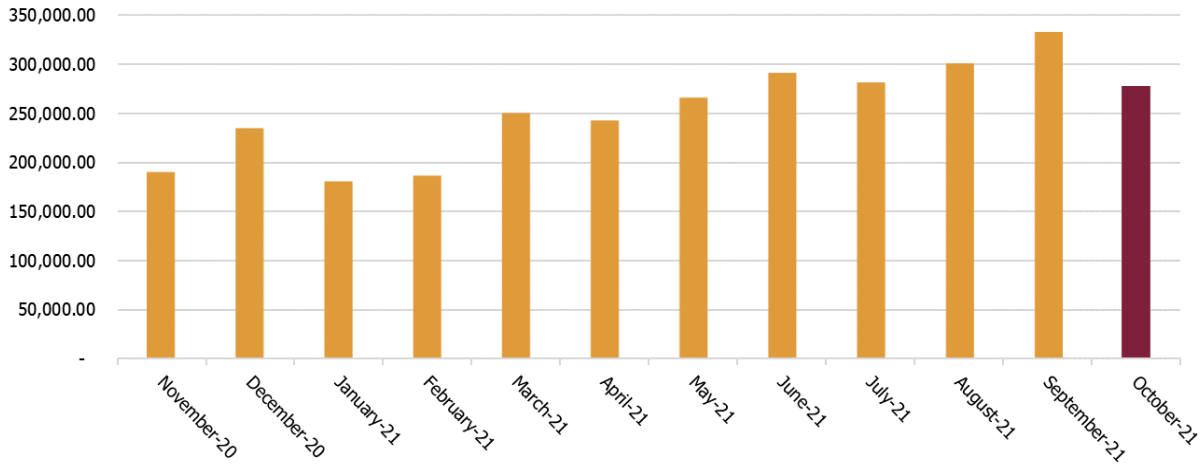
Life Connected.

General Fund

Property Taxes



Rolling 12 Months – Sales Tax[1]

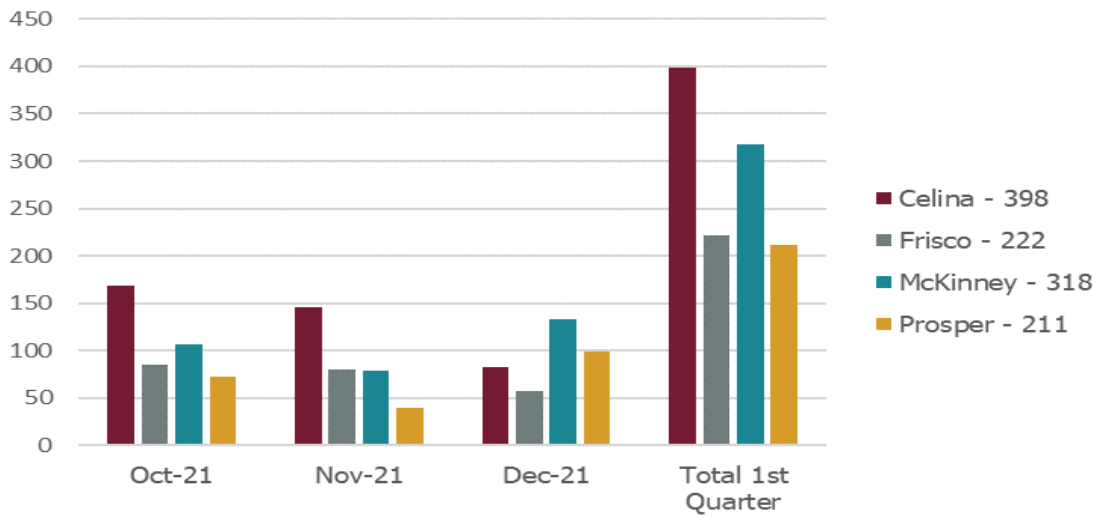


[1] Taxes are received two months after collections.

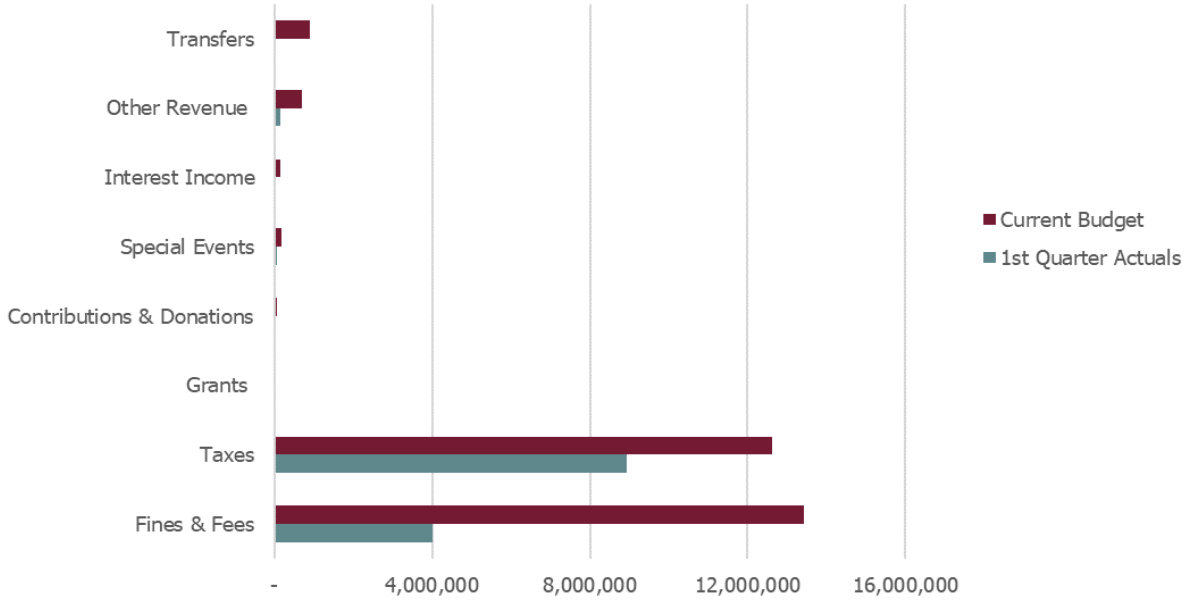
*This presentation represents all activity posted as of 01/24/2022 for period ending 12/31/2021.

Attachment: 1st Quarter (Quarterly Budget Update Presentation)

Permits



Revenues by Category



		Current Budget		1st Quarter Actuals	
Fines & Fees	$	13,414,600	$	4,004,448	29.85%
Taxes		12,627,581		8,941,912	70.81%
Grants		30,000		-	0.00%
Contributions & Donations		62,550		8,772	14.02%
Special Events		168,000		57,108	33.99%
Interest Income		150,000		34,473	22.98%
Other Revenue		694,255		151,465	21.82%
Transfers		903,720		-	0.00%
General Fund Total:	**$**	**28,050,706**	**$**	**13,198,177**	**47.05%**

*This presentation represents all activity posted as of 01/24/2022 for period ending 12/31/2021.

Attachment: 1st Quarter (Quarterly Budget Update Presentation)

Expenditures by Department

Department	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GIS	$ 233,538	$ 54,331	$ 179,207	23.26%
102 - Facilities Maintenance	568,879	80,585	383,162	14.17%
103 - Information Technology	1,252,146	243,103	864,508	19.41%
104 - Finance	1,410,621	390,236	1,020,385	27.66%
105 - Library	465,490	55,653	394,866	11.96%
106 - City Secretary	236,906	66,830	170,076	28.21%
107 - Development Services	3,674,320	709,121	2,901,081	19.30%
108 - Administration	2,020,191	379,920	1,567,255	18.81%
109 - Municipal Court	206,854	42,739	136,815	20.66%
110 - Fire / EMS	6,355,208	1,307,367	4,792,241	20.57%
111 - Streets	1,835,207	139,144	1,526,890	7.58%
112 - Police	6,655,059	1,054,655	5,134,565	15.85%
113 - Parks	1,702,699	268,957	1,181,039	15.80%
114 - Marketing	1,241,105	211,336	942,576	17.03%
115 - Engineering	1,993,049	346,167	1,469,752	17.37%
116 - Human Resources	448,598	78,019	351,010	17.39%
General Fund Total:	**$ 30,299,870**	**$ 5,428,163**	**$ 23,015,429**	**17.91%**

General Fund Notes & Comments

For the 1st Quarter FY 2022 ending December 31, 2021, the City of Celina has received $13.1M or 47.05% of its total $28M revenue budget for the year. All taxes received for the first quarter totaled $8.9 million. The biggest revenue producer for the quarter was property tax receipts of approximately $8.5 million and is cyclical in nature. Property taxes are due by January 31st to avoid penalties. Other taxes received include sales tax at $277K and miscellaneous tax receipts of $95K.

Permits issued through December 31st for the City totaled 398 and revenues received equaled $3M. In comparison with the surrounding cities, McKinney issued 318 permits followed by Frisco at 222 and Prosper at 211.

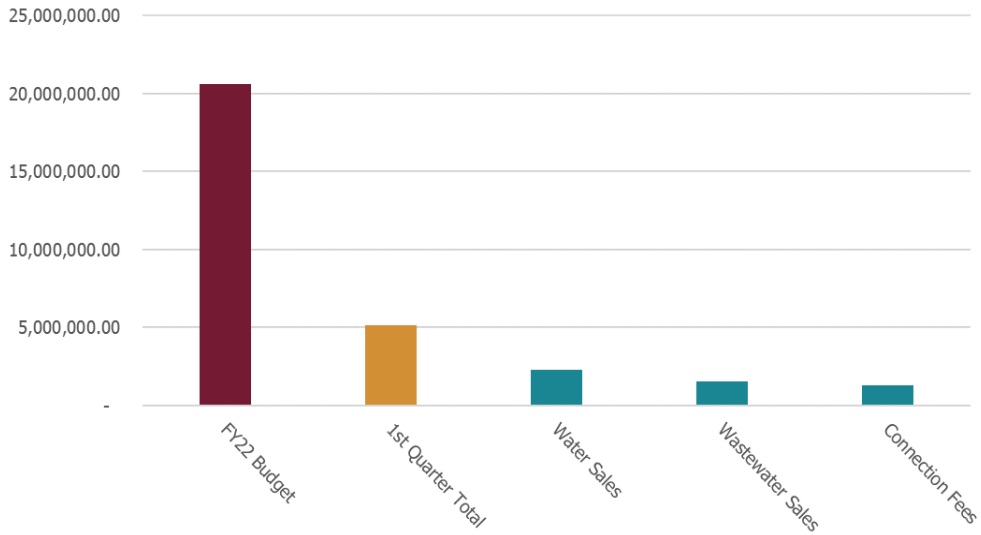
General Fund expenditures for the first quarter totaled $5.4M or 18% of the overall total budget of $30M and is on target for the fiscal year. The Streets Department had the lowest expenditure percent at 7.58 through the first quarter. The department's activity generally picks up into the latter part of the 2nd and 3rd quarter and typically peaks in the summer months. Street's largest accounts that have not been encumbered are annual street maintenance of $400K, streetlights $203K, contract services $100K, capital purchases of $88k, and their VERF transfer of $136K.

Attachment: 1st Quarter (Quarterly Budget Update Presentation)

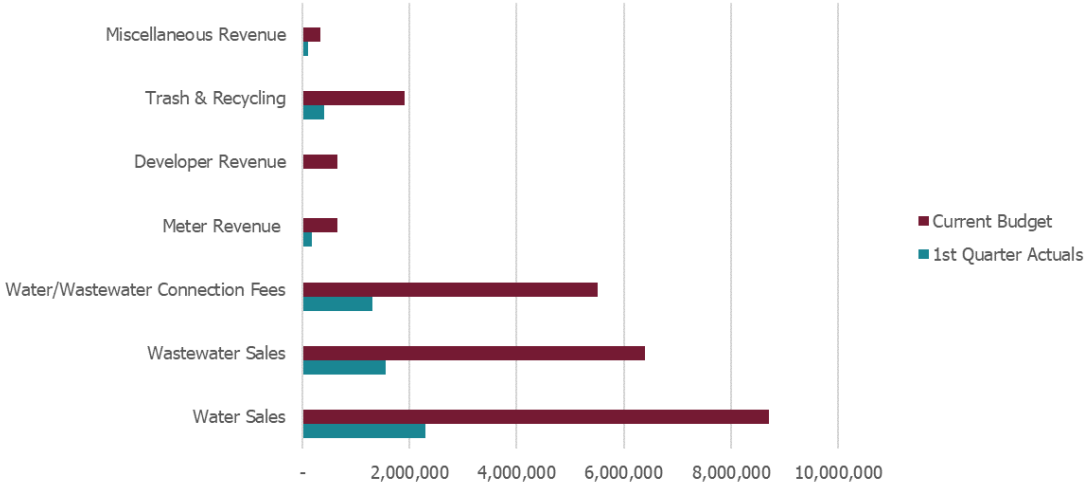
*This presentation represents all activity posted as of 01/24/2022 for period ending 12/31/2021.

Water/Wastewater Fund

Water/Wastewater Receipts



Revenues by Category



	Current Budget	1st Quarter Actuals	
Water Sales	$ 8,700,000	$ 2,287,289	26.29%
Wastewater Sales	6,400,000	1,558,665	24.35%
Water/Wastewater Connection Fees	5,512,500	1,300,125	23.59%
Meter Revenue	660,000	175,980	26.66%
Developer Revenue	650,000	-	0.00%
Trash & Recycling	1,905,000	410,438	21.55%
Miscellaneous Revenue	342,800	106,255	31.00%
Water/Wastewater Fund Total:	**$ 24,170,300**	**$ 5,838,752**	**24.16%**

*This presentation represents all activity posted as of 01/24/2022 for period ending 12/31/2021.

Attachment: 1st Quarter (Quarterly Budget Update Presentation)

Expenditures by Department

Department	Current Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
117 - Water	$ 9,951,406.00	$ 1,765,567.24	$ 5,112,798.13	$ 3,073,040.63	17.74%
118 - Wastewater	3,318,690.00	467,881.35	1,535,941.72	1,314,866.93	14.10%
119 - Utility Billing	740,256.00	135,632.62	80,422.37	524,201.01	18.32%
120 - Trash & Recycling	1,895,000.00	291,286.55	1,347,686.30	256,027.15	15.37%
125 - Fleet	96,579.00	72.90	2,000.00	94,506.10	0.08%
Water/Wastewater Fund Total:	**$ 16,001,931.00**	**$ 2,660,440.66**	**$8,078,848.52**	**$ 5,262,641.82**	**16.63%**

Water/Wastewater Fund Notes & Comments

Through the 1st Quarter of FY 2022, the City of Celina has received 24.16% of its total budgeted revenue for the year. Of the $5.8M received, $3.8M came directly from Water and Wastewater Sales with an additional $1.3M received from connection fees.

Water/Wastewater Fund expenditures for the first quarter totaled $2.66M or 17% of the overall total budget of $16M. Although only at 17% through the 1st Quarter, Water/Wastewater expenses will rise as the summer months approach. Currently, the Water/Wastewater Fund has $8M on encumbrance which includes the cost of water & wastewater from UTRWD of $4.3M, $1M for trash and recycling services and $1.2M for debt payments to UTRWD for Doe Branch and Joint Capital. Additionally, $800K is encumbered for capital purchases for the Water/Wastewater Fund, $268K for contract services and $290K for water meters.

The Fleet department's activity sits at less than 1% which will increase over the coming months as a Fleet Administrator for the City was hired at the beginning of the second quarter.

Attachment: 1st Quarter (Quarterly Budget Update Presentation)

*This presentation represents all activity posted as of 01/24/2022 for period ending 12/31/2021.

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
Date:	March 15, 2022
Re:	Discussion regarding Neighborhood Electric Vehicle Service

Action Requested:
Discussion regarding an RFP for a Neighborhood Electric Vehicle Service. (Satarino)

Staff Recommendation:

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JANUARY 11, 2022
5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Terry called the meeting to order at 5:01 PM

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges and Director of Government and Business Affairs Corb Howard led the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Introduction of Texas State Representative Matt Shaheen

Director of Government and Business Affairs Corb Howard introduced new State Representative Matt Shaeen, Shaeen addressed council and the audience.

B. Presentation of Planning Excellence Award (McAfee)

Executive Director of Development Services Dusty McAfee presented the award

C. Announcing the recipient of the 2021 Celina Economic Development Cooperation Gift Tour Event (Jasckson)

Director of Economic Development Cooperation Alexis Jackson introduced Jennifer from Helping Hands to receive the Gift Tour donation.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees, recognitions, promotions. (McAfee, Peters, Stovall)

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

Executive Director of Development Services Dusty McAfee introduced Sharelyn Drummonds as a Code Enforcement Officer, Director of Human Resources Kristina Peters introduced new Human Resources Generalist Joyce Calvert, Assistant City Manager Karla Stovall introduced new Director of Marketing Joe Monaco, Special Events Manager Bree Shamsy and Temporary Deputy City Secretary Lauren Field

B. Establish and Appoint an Audit Review Committee to review and provide feedback for FY-2021 audit. (Terry)

Mayor Sean Terry and Council Members Wendie Wigginton and Chad Anderson will be on the committee

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

V. OPEN FORUM:

VI. EXECUTIVE SESSION:

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

A. Discussion regarding land acquisition for Oklahoma Lift Station

B. Discussion regarding a Development Agreement with West Preston generally located on the Rasor Tract at the Northwest corner of Preston Road and Marilee Road.

C. Discussion regarding a Development Agreement with Cambridge Companies and Carson Carmer Developer generally located along Choate Parkway east of Kinship Parkway and west of future Custer Road

D. Discussion regarding an amendment to a Development Agreement with North Sky generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction

E. Discussion regarding the acquisition of real property interests for the construction of a lift station and related improvements on the Martinek property generally located south of Ash St, west of S Oklahoma Dr and east of BNSF railroad and approximately 2,400 Linear feet south west of Ash st and Oklahoma Dr intersection

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

F. Discussion Regarding Impact Fee Agreement Negotiations

G. Discussion regarding an easement acquisition for Coit Road Water Line

H. Discussion regarding Louisiana ROW and easement acquisitions

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

I. Consider and act upon a resolution of the city council of the city of Celina, Texas finding that a public necessity exists to acquire property in fee simple for municipal purposes to install public utilities, including but not limited to, a pump station, ground storage tanks, water and wastewater transmission lines, public roadways, drainage, such appurtenant facilities as may be necessary, and other public uses, which property is generally described as being located in Samuel queen survey, abstract a0731, tract 6, 19.029 acres, generally located north of e. Sunset Blvd. and west of county road 90 and oak hill lane and being more particularly described herein; providing notice of an official determination to acquire real property for municipal purposes to install public utilities, including but not limited to, a pump station, ground storage tanks, water and wastewater transmission lines, public roadways, drainage, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager to obtain the necessary appraisal report(s) and the making of bona fide offers of just compensation for the property; ratifying prior documents made for acquisition of the property; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the property if negotiations are unsuccessful; appropriating funds from a lawful source; and providing for an effective date.

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

J. Discussion regarding Legacy Hills ROW & Easement Acquisition

K. Discussion Regarding an Agreement to Convey Real Property Between Jon Cox Ousley Family Trust and the City of Celina for purchase of property to be developed in the future as a City park, to include an agreement with a foundation for the display of sculptures/public art in the future City-owned park

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

Reconvene Into Open Session

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

Council Member Hopkins motioned to approve item E Council Member Pierce seconded, Council Member Hopkins motioned to approve executive item I Council Member Anderson seconded, Council Member Pierce motioned to approve executive item K and Council Member Wigginton seconded. Votes are tallied on said items.

VII. CONSENT AGENDA:

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

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

A. Minutes Approval:

1. City Council - Regular Meeting - Dec 14, 2021 5:00 PM

B. Consider and act upon a contract by and between the City of Celina and TRC Engineering for the design of the reconstruction of selected roads as part of the City's Annual Street Maintenance Program in the amount of $193,050. (Figueroa)

C. Review and Acceptance of the Quarterly Investment Report for the period ended December 31, 2021 (Bromiley)

D. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 45 acres within the Extraterritorial Jurisdiction, generally located at the southwest corner of future Coit Road and future Glendenning Road. (CISD Coit Road Middle School – Annexation Service Agreement) (Lopez)

E. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 65 acres within the Extraterritorial Jurisdiction, generally located west of future Legacy Drive and approximately 850 feet north of the future Collin County Outer Loop. (CISD Western High School – Annexation Service Agreement) (Lopez)

F. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 77 acres within the Extraterritorial Jurisdiction, generally located east of Louisiana Drive and approximately 2,800 feet south of future G. A. Moore Parkway. (O'Brien Tract (Preston Railyard) – Annexation Service Agreement) (White)

G. Consider and act upon an amendment to the Green Meadows development agreement; generally located west of Smiley Road and north of Parvin Road. (Green Meadows – 5th DA Amendment) (White)

H. Consider and act upon a resolution consenting to the creation of Serenade Municipal Utility District, consisting of approximately 414 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located south of County Road 107, east of future Coit Road, north of future Stallcup Boulevard, and west of County Road 132, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (Serenade MUD Creation) (Mohan)

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

I. Consider and act upon a resolution consenting to the creation of LaUna Ranch Municipal Utility District, consisting of approximately 666 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located south of future Stallcup Boulevard, approximately 2,800 feet east of County Road 132, north of County Road 135, and west of future Peterman Parkway, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (LaUna Ranch MUD Creation) (Mohan)

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

K. Consider and act to authorize an agreement with Traditions Fire Consulting, LLC., for plan review and evaluation of life safety services in an amount not to exceed $50,000.00. (Berry)

L. Consider and act to authorize amendment 1 to the Frontier Parkway Water Line (Preston Hills to Lilyana) agreement with Freese and Nichols, Inc., in an amount not to exceed $59,900.00. (Berry)

M. Consider and act upon an amendment to The Cottages development agreement; generally located west of Louisiana Drive and north of J. Fred Smith Parkway. (The Cottages - 2nd DA Amendment) (Mohan)

N. Consider and act to award bid 2022-0116 for Sunset Boulevard Lift Station Force Main to Dickerson Construction Company, Inc., for the base bid in the amount of $510,636.00 plus ten percent contingency in the amount of $51,063.60 for a total amount not to exceed $561,699.60. (Berry)

O. Consider and act to award bid 2022-0115 for the Sunset Boulevard Lift Station to North Texas Contracting, Inc., for the base bid in the amount of $4,015,407.00 plus ten percent contingency in the amount of $401,540.70 for a total amount not to exceed $4,416,947.70. (Berry)

P. Consider and act to authorize an agreement for design and land survey services for Celina Parkway from the Greenway subdivision to FM 428 with Halff Associates, Inc., in an amount not to exceed $96,000. (Berry)

Q. Consider and act to award RFQ 2022-0112 for pre-construction services for the Public Works Service Center Building to Hill & Wilkinson General Contractors. (Berry)

R. Report regarding the annual stormwater management plan actions. (Glasgow)

S. Consider and act to purchase software through a cooperative contract with ICS in an amount not to exceed $300,000. (Berry)

T. Consider and act to authorize and execute a license agreement between the City of Celina and Southwestern Bell Telephone Co. ("AT&T") for the occupation and usage of the City's alley adjacent to the property. (Glasgow)

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

U. Consider and act to authorize an agreement for design services for the senior center with VAI Architects in an amount not to exceed $190,000. (Berry)

V. Consider and act to authorize an agreement for engineering services for the design of an 18 and 24 inch water line extension (Marble Ct to the PW Building) with TRC Engineers, Inc., in an amount not to exceed $144,850.00. (Berry)

W. Consider and Act Upon an Ordinance accepting and approving Fire Mitigation Rates. (Metdker)

X. Consider and act upon a request to amend a development agreement with Qualico Developments (U.S.), Inc.; generally located west of FM 455 and north of CR 9, within the City Limits. (La Terra - DA 2nd Amendment) (Mohan)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 45 acres, generally located at the southwest corner of future Coit Road and future Glendenning Road, within the Extraterritorial Jurisdiction (ETJ). (CISD Coit Road Middle School – Annexation) (Lopez)

Mayor Terry opened the public hearing at 6:47 PM Director of Planning Madhuri Mohen presented

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

B. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 45 acres to Community Facilities (CF), generally located at the southwest corner of future Coit Road and future Glendenning Road. (CISD Coit Road Middle School – Zoning) (Lopez)

Mayor Terry opened the public hearing at 6:48 PM Director of Planning Madhuri Mohen presented

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

C. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 65 acres within the Extraterritorial Jurisdiction (ETJ), generally located west of future Legacy Drive and approximately 850 feet north of the future Collin County Outer Loop. (CISD Western High School – Annexation) (Lopez)

Mayor Terry opened the public hearing at 6:50 PM Director of Planning Madhuri Mohen presented

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Mindy Koehne, Place 5
AYES:	Pierce, Wigginton, Hopkins, Koehne, Anderson
ABSENT:	Steiner

D. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 65 acres to Community Facilities (CF), generally located west of future Legacy Drive and approximately 850 feet north of the future Collin County Outer Loop. (CISD Western High School – Zoning) (Lopez)

Mayor Terry opened the public hearing at 6:51 PM Director of Planning Madhuri Mohen presented

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

E. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 77 acres within the Extraterritorial Jurisdiction (ETJ), generally located east of Louisiana Drive and approximately 2,800 feet south of future G. A. Moore Parkway. (O'Brien Tract (Preston Railyard) – Annexation) (White)

Mayor Terry opened the public hearing at 6:52 PM Director of Planning Madhuri Mohen presented

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

F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 77 acres to Planned Development (PD) with Industrial (I) base zoning, generally located east of Louisiana Drive and approximately 2,800 feet south of future G. A. Moore Parkway. (O'Brien Tract (Preston Railyard) – Zoning) (White)

Mayor Terry opened the public hearing at 6:55 PM Senior Planner Kari White presented

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

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

G. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 31 acres to a Planned Development (PD) with Mixed-Use (MU) base zoning, generally located at the southwest corner of Preston Road and the Collin County Outer Loop, within the City Limits. (Preston Centra – Rezoning) (White)

Mayor Terry opened the public hearing at 6:57 PM Executive Director of Development Services Dusty McAfee presented Council Member Wigginton added Screen wall on West side and subject to batch plant permit adjustments

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

H. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 9.5 acres to Multi-Family District, Urban Edge (MF-2), generally located at the northwest corner of future Laughlin Lane and Preston Road, within the City Limits. (Cross Development Celina 15 MF – Rezoning) (Pollard)

Mayor Terry opened the public hearing at 7:01 PM Executive Director of Development Services Dusty McAfee presented

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

I. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and HC Celina 414, LLC; generally located at the southeast corner of future Coit Road and County Road 107 (future Marilee Road), within the Extraterritorial Jurisdiction (ETJ). (Serenade (Huffines Bray) – Development Agreement) (Mohan)

Mayor Terry opened the public hearing at 7:04 PM Executive Director of Development Services Dusty McAfee presented

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [4 TO 1]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Pierce, Hopkins, Koehne, Anderson
NAYS:	Wigginton
ABSENT:	Steiner

J. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and HC Hebron 121, Station 1, LLC; generally located at the northwest corner of future Peterman Parkway and County Road 135 (future Carl Darnall Parkway), within the Extraterritorial Jurisdiction (ETJ). (LaUna Ranch (Huffines Carter) – Development Agreement) (Mohan)

Mayor Terry opened the public hearing at 7:13 PM Executive Director of Development Services Dusty McAfee presented

RESULT:	**APPROVED [4 TO 1]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Pierce, Hopkins, Koehne, Anderson
NAYS:	Wigginton
ABSENT:	Steiner

K. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Sutton Fields East Public Improvement District Service and Assessment Plan, including the Phase #1 assessment roll; making a finding of special benefit to property within Phase #1 of the Sutton Fields East Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields East – PID SAP – Levy) (Lopez)

Mayor Terry recused himself and Mayor Pro Tem Koehne opened the public hearing at 7:14 PM Senior Planner Jonathan Pollard presented

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

IX. ACTION ITEM:

A. Consider and act upon a resolution of intent to annex approximately 313 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (22-01 Annexation Resolution) (White)

Citizen Bobby Bishop was against his property being included, Mayor Terry and Council agreed to remove the following ID's 2593097, 2134056 and 1846783

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

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

B. Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 449 acres, in the extraterritorial jurisdiction; generally located west of future Peterman Parkway, north of future Sunset Boulevard, east of future Legacy Drive, and south of future G. A. Moore Parkway, as described below. (21-01 Annexation Petition Verification) (Amsler)

No action was taken.

RESULT:	**NO ACTION**

C. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 449 acres, in the extraterritorial jurisdiction; generally located west of future Peterman Parkway, north of future Sunset Boulevard, east of future Legacy Drive, and south of future G. A. Moore Parkway, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (21-01 Annexation Petition Verification Resolution) (White)

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

D. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East Public Improvement District Phase #1 Project); approving and authorizing related agreements; and providing an effective date. (Sutton Fields East – PID Bond Ordinance) (Lopez)

Mayor Terry recused himself and Mayor Pro Tem Koehne read the item

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

X. ADJOURNMENT:

Mayor Terry closed the meeting at 7:46 PM

XI. STAFF REPORTS:

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

_____
Sean Terry, Mayor

_____ _____
Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Jan 11, 2022 5:00 PM (Minutes Approval)

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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, FEBRUARY 8, 2022
5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

With a quorum of the Celina City Council present, Mayor Terry called the Regular Meeting to order at 5:01 PM.

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Partnership with Grace Bridge for Disaster Relief in Kentucky (Hunn)

Mayor Terry presented Carter Morris with Grace Bridge a Certificate of Appreciation for Grace Bridges work within the community.

B. CISD Band Proclamation (Terry)

Mayor Terry presented the Celina ISD Band with a proclamation recognizing their achievements.

C. Engineer's Week Proclamation (Glasgow)

Mayor Terry presented the Engineering Department with a proclamation proclaiming February 20-26, 2022 as "Engineers Week."

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. 2021 Fire Department Award Recipients (Metdker)

Chief Metdker recognized the recipients of the 2021 Fire Department Awards.

B. Overview of the 2021 Annual Report (Satarino)

Minutes Acceptance: Minutes of Feb 8, 2022 5:00 PM (Minutes Approval)

Anthony Satarino gave an overview of the 2021 Annual Report.

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

D. Staff Reports

V. OPEN FORUM:

Mayor Terry opened the Open Forum at 5:19 PM. With no one speaking, Mayor Terry closed the Open Forum at 5:19 PM.

VI. EXECUTIVE SESSION:

The City Council convened into Executive Session at 5:20PM.

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

A. Discussion between the City and EDC regarding an agreement for a Martinek site purchase

B. Discussion regarding a Development Agreement with Rasor Family Ranch, LP on West Preston in the Rasor Tract generally located at the southwest corner of Preston Road and Marilee Road, within the Extraterritorial Jurisdiction (ETJ)

C. Discussion regarding a Development Agreement with Moses and Mary Jane Hubbard Trust C/O Board of Trustees in the Hubbard Tract generally located at the northwest corner of Preston Road and future G. A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ)

Reconvene Into Open Session

The City Council reconvened into Open Session at 5:57 PM.

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

No action was taken.

VII. CONSENT AGENDA:

Upon a motion by Councilmember Stiener and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to adopt all items on the Consent Agenda.

A. Minutes Approval:

1. City Council - Regular Meeting - Jan 11, 2022 5:00 PM

B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, ordering and calling a General Election for the purpose of electing a council member for Place 1 and a council member for Place 6 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 7, 2022. (Field)

Minutes Acceptance: Minutes of Feb 8, 2022 5:00 PM (Minutes Approval)

C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, ordering and calling an Election to be held in said City on May 7, 2022, for the purpose of submitting to the qualified voters of the City of Celina, Texas, certain proposed amendments to the existing City Charter; designating the places at which said election is to be held; appointing the early voting clerk; making provisions for notice and publication of the election; and providing for an effective date. (Field)

D. Consider and act upon a Chapter 380 agreement between the City of Celina and El Puente de Celina and authorize the City Manager to negotiate and execute on behalf of the City of Celina. (Amsler)

E. Consider and act upon a resolution consenting to the creation of West Preston Municipal Utility District No. 1 of Collin County, consisting of approximately 1,098 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located at the southwest corner of Preston Road and Marilee Road, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (West Preston MUD Creation) (Mohan)

F. Consider and act to purchase three vehicles for the Police Department with various vendors through a cooperative contract in an amount not to exceed $116,194.81. (Berry)

G. Consider and act upon a resolution of the City of Celina, Texas, consenting to the addition of certain land into Uptown Municipal Utility District No. 1 of Collin County. (Uptown Resolution) (Mohan)

H. Consider and act upon a resolution of the City Council of the City of Celina, Texas, renaming a section of County Road 57 to North Florida Drive. (County Road 57 Name Change) (Colakovic)

I. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 100 acres within the Extraterritorial Jurisdiction, generally located at the southeast corner of future Stallcup Boulevard and future Coit Road, within the Extraterritorial Jurisdiction (ETJ). (Estates at Bonito Lake – Annexation Service Agreement) (Mohan)

J. Consider and act upon a request to amend a development agreement with S. Broadway Development, LLC; generally located at the southwest corner of Oklahoma Drive and future Sunset Boulevard, within the City Limits. (Gateway (Oklahoma Sunset) – DA 1st Amendment) (White)

K. Consider and act upon a resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Ten Mile Creek Public Improvement District within the Extraterritorial Jurisdiction of the City and calling for a public hearing for the City Council's March 15, 2022 meeting. (Ten Mile Creek – PID Resolution) (White)

L. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of a portion of a water and sewer easement situated on a 0.348 acre tract in the W. Wilhite Survey Abstract number 1002 and the J. Westover Survey, Abstract number 1030 as part of Lilyana Phase 5 development. (Glasgow)

M. Consider and act to award bid 2022-0114 for the demolition of eight (8) properties at the unit price listed to Hawkins Construction in an amount not to exceed $59,999. (Berry) (Sprinkle)

Minutes Acceptance: Minutes of Feb 8, 2022 5:00 PM (Minutes Approval)

N. Consider and act to authorization the award of Bid 2022-0111 for Fireworks Display Services for Splash and Blast with Pyrotex in an amount not to exceed $25,000. (Berry) (Sprinkle)

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

P. Consider and act to award Bid 2022-0106 for Oklahoma Drive Gravity waste water collection system to ANA Site Construction in the amount of $1,942,409.45 plus ten percent contingency in the amount of $194,240.95 for a total amount not to exceed $2,136,640.40. (Berry)

Q. Consider and act to award RFP 2022-0119 for pre-construction services for the Downtown Patio Project to AUI Partners, LLC.. (Berry)

R. Consider and Act to authorize the purchase of a mini dump truck for fiscal year 2022 for the Public Works Department from Silsbee Ford in an amount not to exceed $81,839.50 (Berry) (Sprinkle)

S. Consider and act to award bid 2022-0118 for Asphalt, Pothole Repair and Maintenance at the unit prices listed to Aleksander Omega, LLC., in an amount not to exceed $75,000. (Berry)

T. Consider and Act to authorize the purchase of a Ford F150 truck for fiscal year 2022 for the Engineering Department from Silsbee Ford in an amount not to exceed $34,343.50 (Berry)

U. Consider and act to purchase computers through a cooperative contract with State of Texas Department of Information Resources contract DIR-TS0-3763-R in an amount not to exceed $44,000.00. (Berry)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 100 acres within the Extraterritorial Jurisdiction (ETJ), generally located at the southeast corner of future Stallcup Boulevard and future Coit Road. (Estates at Bonito Lake – Annexation) (Mohan)

Mayor Terry opened the public hearing at 5:59 PM. With no one speaking, Mayor Terry closed the public hearing at 6:00 PM.
Upon a motion by Councilmember Pierce and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve the item as presented.

B. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 100 acres to a Planned Development (PD) with a base zoning of Single-Family Residential Estate District (SF-E), generally located at the southeast corner of future Stallcup Boulevard and future Coit Road. (Estates at Bonito Lake – Zoning) (Mohan)

Mayor Terry opened the public hearing at 6:01 PM. With no one speaking, Mayor Terry closed the public hearing at 6:01 PM.
Upon a motion by Councilmember Wigginton and a second by Councilmember Anderson, the Council voted six (6) for and none (0) opposed to approve the item as presented.

Minutes Acceptance: Minutes of Feb 8, 2022 5:00 PM (Minutes Approval)

C. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 21 acres to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO), generally located east of Preston Road and approximately 775 feet north of Frontier Parkway, within the City Limits. (Kim Tract - Rezoning) (McAfee)

Mayor Terry opened the public hearing at 6:03 PM. With no one speaking, Mayor Terry closed the public hearing at 6:03 PM.
Upon a motion by Councilmember Pierce and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve the item as presented.

D. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Rasor Family Ranch, L.P., for approximately 1,100 acres of land, generally located at the southwest corner of Preston Road and Marilee Road, within the Extraterritorial Jurisdiction (ETJ). (Rasor Ranch – Development Agreement) (McAfee)

Mayor Terry opened the public hearing at 6:11 PM.
The following individual spoke in opposition to the item: Robert Massarella - 4028 Preston Lakes Circle, Celina, TX 75009.
With no one else speaking, Mayor Terry closed the public hearing at 6:22 PM.
Upon a motion by Councilmember Hopkins and a second by Councilmember Steiner, the Council voted six (6) for and none (0) opposed to approve the item as presented.

E. Conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (21-01 Annexation Second Public Hearing) (White)

Mayor Terry opened the public hearing at 6:23 PM. With no one speaking, Mayor Terry closed the public hearing at 6:25 PM.
No action was taken.

F. Conduct the first of three public hearings to annex approximately 304 acres, describing the municipal services to be provided to the area and the time in which municipal services will be provided, calling a public hearing, directing notices to be provided, directing that a petition for annexation of the area be prepared and opportunity to sign provided, providing for matters related thereto for the following areas: (22-01 Annexation First Public Hearing) (White)

Mayor Terry opened the public hearing at 6:25 PM. With no one speaking, Mayor Terry closed the public hearing at 6:29 PM.
No action was taken.

IX. ACTION ITEM:

A. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Ownsby Farms Public Improvement District Phase #2 Direct Improvements Project); approving and authorizing related agreements; and providing an effective date. (Ownsby Farms - PID Bond Ordinance) (White)

Nick Bolash with Hilltop Securities presented the Bond Pricing Authorization.
Upon a motion by Councilmember Steiner and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve the item as presented.

B. Consider and act upon a resolution of the City of Celina, Texas setting forth locations for future fire and police facilities. (Public Safety Location) (Colakovic)

Minutes Acceptance: Minutes of Feb 8, 2022 5:00 PM (Minutes Approval)

Upon a motion by Councilmember Wigginton and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to approve the item as presented.

C. Consider and act upon a request to amend a development agreement with North Parkway Municipal Management District No. 1 and MM Celina 3200, LLC; generally located north of J. Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road, within the City Limits. (Legacy Hills (Del Webb) – DA 4th Amendment) (Mohan)

Upon a motion by Councilmember Hopkins and a second by Councilmember Anderson, the Council voted six (6) for and none (0) opposed to approve the item as presented.

X. ADJOURNMENT:

The Regular Meeting of the Celina City Council was adjourned at 6:38 PM.

XI. STAFF REPORTS:

_____
Sean Terry, Mayor

_____ _____
Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Feb 8, 2022 5:00 PM (Minutes Approval)

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Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	March 15, 2022
Re:	North Sky - DA 1st Amendment

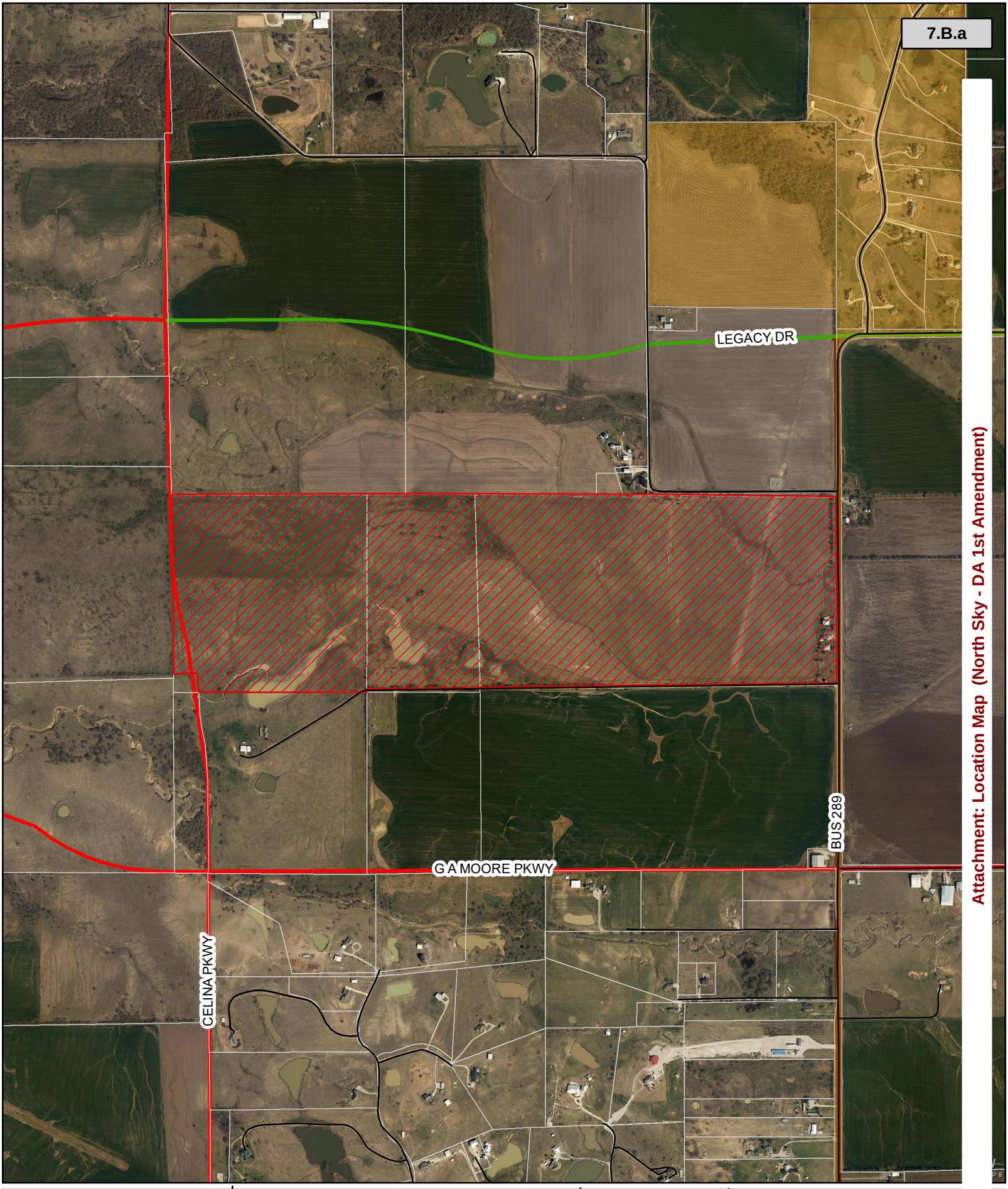
Action Requested:
Consider and act upon a request to amend a development agreement with CCD-North Sky, LLC; generally located at the southwest corner of Louisiana Drive and County Road 58, within the Extraterritorial Jurisdiction (ETJ). (North Sky – DA 1st Amendment) (Mohan)

Applicant:
CCD-North Sky, LLC
4925 Greenville Ave., Ste. 604
Dallas, TX 75206

Background:
The North Sky Development Agreement is being revised in order to allow wastewater service to be provided using an alternative system than what was outlined in the original agreement. Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Amendment

Staff Recommendation:
Staff recommends approval as presented.



Attachment: Location Map (North Sky - DA 1st Amendment)

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North Sky
Location Map

Date: 11/10/2020

Legend

- Roads
- Subject Area
- City Limits
- Parcels

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FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment") is made and entered into by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality located in Collin and Denton Counties, Texas (the "City"), **CCD-NORTH SKY, LLC**, (the "Developer"), to be effective on March 15, 2022 (the "Effective Date").

RECITALS

WHEREAS, the City and Pilatus Investments, LLC (the "Original Developer") previously entered into a development agreement effective on or about February 9 , 2021, for the development of approximately 153.2 acres and approximately 66 acres of undeveloped property located wholly in Collin County, Texas (the "Development Agreement"); and

WHEREAS, the Original Developer purchased and closed on the Property on March 24, 2021, and

WHEREAS, the Original Developer subsequently assigned the Development Agreement to the Developer on December 17, 202; and

WHEREAS, the Developer and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, the Parties agree that the plan described in the Development Agreement to construct regional perimeter and offsite wastewater improvements to serve the Property via construction of a lift station and force main are no longer the optimal solution to provide wastewater service to the Property; and

WHEREAS, the Parties agree that a new solution to provide wastewater service to the Property is through a gravity flow system into a future wastewater line west of the Property that will connect to a future City wastewater plant; and

WHEREAS, the Parties desire to amend the Development Agreement relative to the timing and delivery of wastewater service to the Property; and

WHEREAS, the Parties desire to update the Offsite Wastewater Improvements exhibits; and

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

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

Attachment: Draft Agreement (North Sky - DA 1st Amendment)

AGREEMENT

1. Defined Terms. All capitalized terms used in this First Amendment, to the extent not otherwise expressly defined herein, shall have the meanings assigned to them in the Development Agreement.

2. Amendment to Section 2.1(d) Wastewater Infrastructure. The Parties agree that Section 2.1(d) Wastewater Infrastructure of the Development Agreement shall be amended and replaced in its entirety to read as follows:

(d) Wastewater Infrastructure.

(I) The City agrees that, other than Onsite Public Improvements, no wastewater improvements are required to be escrowed, constructed or improved as part of the Development of the Property, except as specifically provided in this Agreement. The City agrees that capacity to serve the Development shall be created by construction of a City-owned and operated wastewater treatment plant to serve the Property, and other property in the same sewer basin, at the location shown on **Exhibit H** (the "New Plant") anticipated to be completed by the earlier of March 15, 2024 or twenty-four (24) months after receipt by the City of a contribution towards construction costs for the New Plant from the developer of Legacy Hills. If the New Plant is not operational and able to serve the Development or any portion thereof by the later of (i) the deadline in the preceding sentence, or (ii) the time the Offsite Wastewater Improvements (as hereinafter defined) are completed by Developer and approved by the City, then the City agrees to pump and haul wastewater from the Development at the City's sole cost until such time as the New Plant is operational and able to serve the full Development. Prior to (iii) completion of the New Plant, (iv) completion of the Offsite Wastewater Improvements, and (v) the time the City is obligated to pump and haul under this paragraph, the Developer may pump and haul wastewater from the Development at the Developer's sole cost. Additionally, the City agrees to use its power of condemnation if necessary, and at Developer's expense, to secure any easement rights for the hereinafter described Offsite Wastewater Improvements.

(II) The Developer agrees to design and construct, either with the proceeds of PID Bonds or at the Developer's sole cost and expense, gravity lines sized solely to serve the Development, reflected as "by Developer" in **Exhibit H**, (the "Offsite Wastewater Improvements") to flow into a future offsite wastewater line west of the Property that will connect to the New Plant. Developer shall, at its sole cost and expense, obtain easement rights for the Offsite Wastewater Improvements. The Developer shall give the City at least 180 days written notice that the Developer will be proceeding with the construction of the Offsite Wastewater Improvements. Based upon the foregoing and subject to the City satisfying its obligations to complete the New Plant and provide retail wastewater service to the Development pursuant to this section, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail sewer service provider for all new development on the Property.

Attachment: Draft Agreement (North Sky - DA 1st Amendment)

(III) The City and the Developer agree to cooperate and work together, prior to design, in determining whether any oversizing of the Offsite Wastewater Improvements, will be required by the City. The City shall pay such oversizing costs, which shall not exceed $3,000,000.00, during construction of the oversized Offsite Wastewater Improvements by Developer, which payments by the City shall be made once each calendar month on a percentage of completion basis until the City's acceptance of the Offsite Wastewater Improvements.

3. Amendment to Section 2.3 Eminent Domain. The Parties agree that Section 2.3 Eminent Domain of the Development Agreement shall be amended and replaced in its entirety to read as follows:

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Offsite Wastewater Improvements. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements after using reasonable efforts for at least ninety (90) days, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Offsite Wastewater Improvements can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

4. Amendment to Exhibit H. The Exhibit H Offsite Wastewater Improvements attached to the Development Agreement shall be amended and replaced in its entirety with the Offsite Wastewater Improvements exhibit, attached hereto as **Attachment A**, and incorporated herein by reference.

5. Miscellaneous.

(a) This First Amendment amends the Development Agreement in no other manner except as expressly set forth herein, including the exhibits attached hereto. Except as

Attachment: Draft Agreement (North Sky - DA 1st Amendment)

amended herein, the terms, provisions, agreements, covenants and conditions of the Development Agreement shall continue in full force and effect. In the event of a conflict between this First Amendment, including the exhibits attached hereto, and the Development Agreement, the terms of this First Amendment, including the exhibits attached hereto, shall control.

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

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

(d) This First Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(e) The City represents and warrants that the individual executing this First Amendment on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this First Amendment has been approved by appropriate action of Developer, and that each individual executing this First Amendment on behalf of Developer has been duly authorized to do so.

(f) Certificate of Interested Parties Form 1295. The Developer represents and warrants that it is required to comply with Section 2252.908 of the Texas Government Code, as amended, and must file, and has filed, a Certificate of Interested Parties Form 1295 prescribed thereunder with the City.

(g) No Boycott of Israel; No Business With Sanctioned Countries. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this First Amendment is a contract for goods or services, will not boycott Israel during the term of this First Amendment. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Attachment: Draft Agreement (North Sky - DA 1st Amendment)

The Developer represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https ://comptroller.texas .gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(h) Verification Regarding Energy Company Boycotts. To the extent this First Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this First Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(i) Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this First Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this First Amendment against a firearm entity or firearm trade association.

Attachment: Draft Agreement (North Sky - DA 1st Amendment)

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Signature Page to Follow]

Attachment: Draft Agreement (North Sky - DA 1st Amendment)

EXECUTED by the City and Developer to be effective as of the Effective Date.

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Interim City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Sean Terry, Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Agreement (North Sky - DA 1st Amendment)

DEVELOPER

CCD-North Sky, LLC,
a Texas limited liability company

By:_____
Name:_____
Title:_____

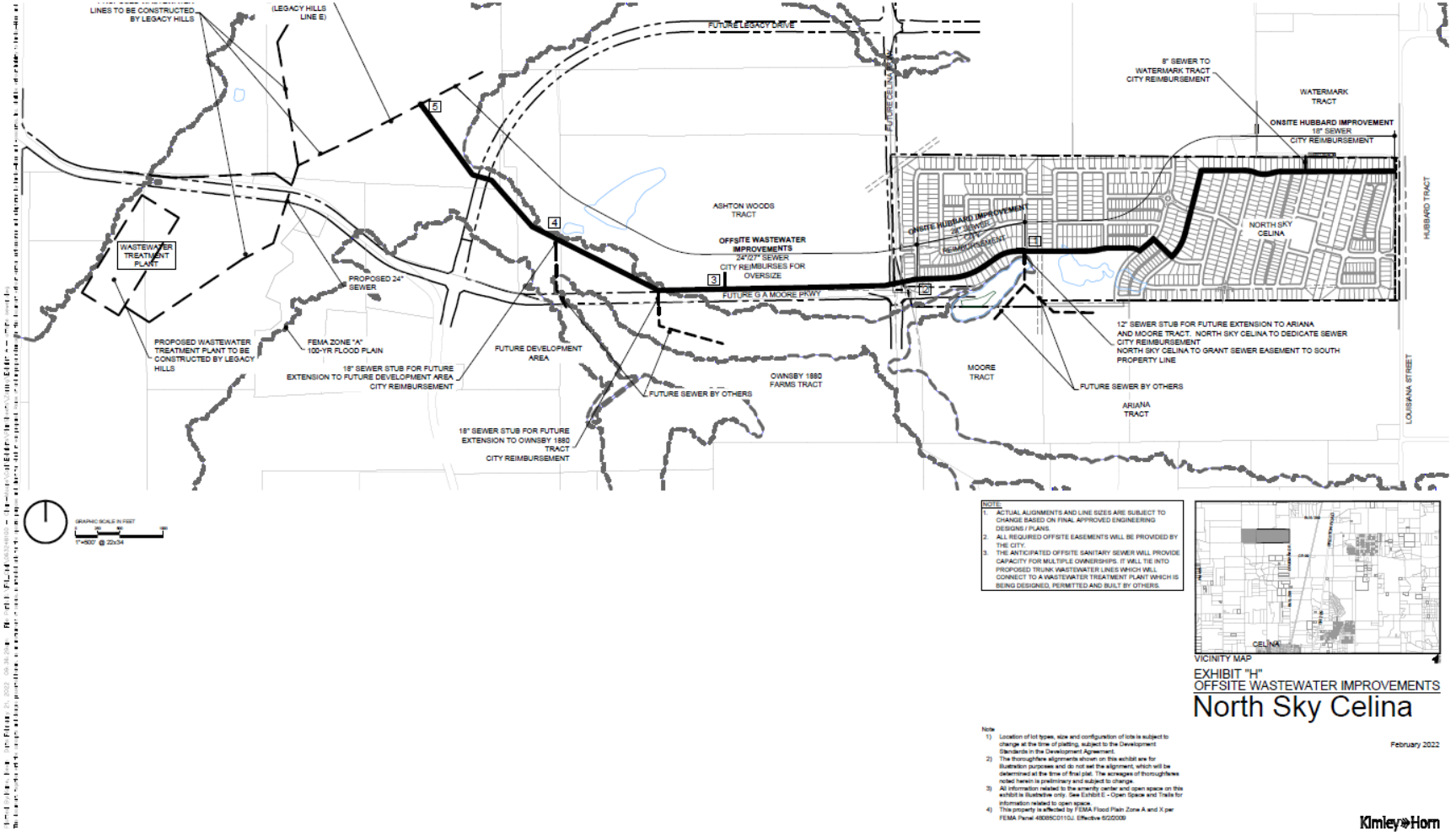
STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022 by _____, _____ of CCD-North Sky, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Attachment: Draft Agreement (North Sky - DA 1st Amendment)

ATTACHMENT A
Amended Exhibit H, Offsite Wastewater Improvements, to the Development Agreement



Attachment: Draft Agreement (North Sky - DA 1st Amendment)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	March 15, 2022
Re:	First Amendment to the Economic Development Incentive Agreement with Mangiamo Inalian Market & Deli, LLC

Action Requested:
Consider and act upon a request to amend an incentive agreement with Mangiamo Italian Market & Deli, LLC. (Satarino)

Background Information:
On July 13, 2022 the City and the Developer entered into a Economic Development Incentive Agreement in conjunction with the Celina Economic Development Corporation. The agreement provides a grant for improvements to a 2,400-foot structure on the property described in the Agreement for an Italian market and deli. The proposed improvements were delayed due to the delay of surrounding infrastructure improvements. This amendment amends the commencement of construction to March 1, 2022.No other changes are proposed with this amendment.

Board Review/Citizen Input:
The Celina Economic Development Board of Directors approved the amendment to the Economic Development Incentive Agreement with Mangiamo Italian Market & Deli, LLC on March 3, 2022.

Alternatives:
N/A

Financial Considerations:
Cost participation and improvement cost verification stipulated in Section 3.2 of the Agreement will remain in effect.

Legal Review:
The City Attorney has reviewed and approved the amendment.

Supporting Documents:
First Amendment to the Incentive Agreement.

Staff Recommendation:
Recommended for Approval

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an

FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("First Amendment") is made and entered into this ___ day of _____, 2022 (the "Effective Date"), by and between the Celina Economic Development Corporation (the "CEDC"), and Mangiamo Italian Market & Deli, LLC (the "Developer")(each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, on July 13, 2021, the City and the Developer entered into that certain Economic Development Incentive Agreement ("Agreement"), attached hereto as **Exhibit A** and incorporated herein, which addressed the CEDC's economic development grant contribution to the costs of the Developer's remodel of a 2,400-foot structure on property described in the Agreement for an Italian market and deli (the "Facility"); and

WHEREAS, the City and the Developer desire to amend the deadline required for Commencement of Construction of the Facility, as provided by the Agreement, and the deadline for approval of plans.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City, the Developer, and the Owners covenant and agree as follows:

1. Development Agreement Remains in Full Force and Effect. The City and the Developer acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement remain in full force and effect. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control. The CEDC acknowledges that this First Amendment amends certain deadlines for completion of certain Developer obligations. The CEDC acknowledges and agrees that, only with respect to the amendments made herein, such deadlines shall be amended without default or breach of the Agreement by Developer for failure to meet the original deadlines by the Effective Date of this First Amendment.

2. Amendments.

2.1 Article III "Projects", Section 3.1, Subsections (a) and (b) of the Agreement shall be replaced in their entirety by the following, with additions indicated by underline, and deletions indicated by strikethrough:

"3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of

Construction of the Facility Improvements to occur not later than ~~December 31, 2021~~ March 1, 2022, and subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than 12 months after the Commencement of Construction."

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit "B"**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ~~ninety (90)~~ two hundred (200) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least $100,000 on interior and exterior Facility Improvements."

3. Binding Obligation. This First Amendment shall become a binding obligation of the signatories upon execution by all signatories hereto. The CEDC warrants and represents that the individual executing this First Amendment on behalf of the CEDC has full authority to execute this First Amendment and bind the CEDC to the same. Developer warrants and represent that the individual executing this First Amendment on its behalf has full authority to execute this First Amendment and bind it to the same.

4. Severability. In the event any provision of this First Amendment shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this First Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this First Amendment shall, to the extent reasonably possible, remain in force as to the balance of its provisions and be interpreted to give effect to the intent of the Parties.

5. Notices. Any notices required or permitted to be delivered hereunder shall be delivered in accordance with the terms provided by Section 6.5 of the Agreement.

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

CELINA ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Kyle Rose
Title: President, Celina Economic Development Corporation

MANGIAMO ITALIAN MARKET & DELI, LLC

By: _____
Name: Jason R. Algiere
Title: Manager, Mangiamo Italian Market & Deli, LLC

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an

Exhibit A
Economic Development Incentive Agreement

(see next page)

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
MANGIAMO ITALIAN MARKET & DELI, LLC

This Economic Development Incentive Agreement ("Agreement") is made by and among the Celina Economic Development Corporation (the "CEDC"), and Mangiamo Italian Market & Deli, LLC (the "Developer") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Pecan Street, LLC, is the owner (the "Owner") of the real property described in **Exhibit "A"**, which consists of an approximately 0.0775± acre tract of land, Celina, Collin County, Texas, generally located at 203 W. Pecan Street, Celina, Texas (the "Property"); and

WHEREAS, the Developer intends to lease from Owner and remodel an existing 2400-foot structure on the Property used by the Developer, to include an Italian market and deli, more fully described in the submittals filed by Developer with the CEDC and in the concept plans attached as **Exhibit "B"** in order to obtain one or more building permits (hereinafter defined as the "Facility"); and

WHEREAS, the Developer has advised the CEDC that a contributing factor that would induce the Developer to remodel the Facility would be an agreement with the CEDC to participate in the costs of construction of improvements to the Facility consisting of improvements to the interior and exterior of the building (the "Facility Improvements") through economic development grants and incentives as set forth herein; and

WHEREAS, the CEDC desires to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base and generate additional sales tax and other revenue for the City of Celina (the "City"); and

WHEREAS, CEDC intends to contribute Twenty-Five Thousand and no/100 Dollars ($25,000.00) toward the cost of the Facility Improvements; and

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the CEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the "Act" or "Development Corporation Act") authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

WHEREAS, the CEDC has determined that the CEDC Grant (hereinafter defined) for the Facility Improvements to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a "project," as that term is defined in the Act; and

WHEREAS, the CEDC has determined that making the CEDC Grant for the Facility Improvements in accordance with this Agreement will further the objectives of the CEDC, will benefit the City and the City's inhabitants, and will promote or develop new or expanded business enterprises and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Act" or "Development Corporation Act" shall have the meaning ascribed in the Recitals above.

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"CEDC" shall have the meaning ascribed in the introductory paragraph above.

"CEDC Grant" shall mean an economic development grant of Twenty-Five Thousand and no/100 Dollars ($25,000.00) to defray a portion of the final verified costs to design and construct the Facility Improvements, to be paid as set forth herein.

"City" shall have the meaning ascribed in the Recitals above.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facility Improvements, as the case may be; (ii) all necessary permits for the construction of the Facility Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction on the Facility Improvements has commenced.

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

"Completion of Construction" shall mean that (i) construction of the Facility Improvements have been substantially completed, (ii) the City has inspected and accepted the Facility Improvements, and (iii) the City has issued a final certificate of occupancy for the Facility.

"Concept Plan" shall mean the architectural renderings and design plan attached hereto as **Exhibit "B".**

"Developer" shall have the meaning ascribed in the introductory paragraph above.

"Effective Date" shall have the meaning in Article II below.

"Expenditure Information" shall have the meaning ascribed in Sec. 3.2(b).

"Expiration Date" shall mean the date that all Parties have fully satisfied their respective obligations herein.

"Facility" shall have the meaning ascribed in the Recitals above and is generally depicted in the Concept Plan attached as **Exhibit "B"**.

"Facility Improvements" shall have the meaning ascribed in the Recitals above.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, or work stoppages.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by the developer or any of its affiliates or related entities.

"Job Compliance Affidavit" shall have the meaning ascribed in Section 3.3.

"Party" and "Parties" shall have the meaning ascribed in the introductory paragraph above.

"Payment Request" means a complete written request from the Developer to the CEDC for payment of the CEDC Grant, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the CEDC, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements.

"Owner" shall have the meaning ascribed in the Recitals above.

"Property" shall have the meaning ascribed in the Recitals above.

"Related Agreement" shall mean any agreement (other than this Agreement) by and between the CEDC and the Developer.

Article II
Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the Expiration Date (the "Term"), unless sooner terminated as provided herein.

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Facility Improvements to occur not later than December 31, 2021, and subject to events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than 12 months after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit "B"**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least $100,000 on interior and exterior Facility Improvements.

3.2 Facility Improvements Project.

(a) Cost Participation. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the CEDC Grant. The initial payment of $12,500 of the of the CEDC Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) CEDC's receipt of the Payment Request; and (ii) issuance of a certificate of occupancy from the City for the Facility. The

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

second and final payment of $12,500 of the CEDC Grant shall be paid one year after the date of the initial payment, if there is an ongoing business operating in the Facility that is generating taxable sales that are within 25% of the projected Year 1 Annual Taxable Sales depicted in **Exhibit "C"**.

(b) Facility Improvement Cost Verification. Following Completion of Construction of the Facility Improvements, but not later than thirty (30) days after Completion of Construction of the Facility Improvements, Developer shall submit to the CEDC the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Facility Improvements, and such other records as the CEDC may reasonably request to verify such the final actual costs are at least $100,000 on interior and exterior Facility Improvements (the "Expenditure Information"). The CEDC shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

3.3 Job Creation. At the time of the issuance of a certificate of occupancy from the City for the Facility, Developer shall directly employ at least 2 full-time and 2 part-time employees at the Facility and shall maintain such level of employment during the Term of this Agreement. With each Payment Request submitted by Developer to CEDC under this Agreement, Developer shall provide affidavits certifying the Developer's compliance with the foregoing employment requirement in the form attached hereto as **Exhibit "D"** (the "Job Compliance Affidavit"), and, upon request by the CEDC, Developer shall also provide the CEDC with any and all necessary documentation to verify its compliance with the job creation and retention obligations under this Agreement.

Article IV
Conditions to CEDC Grant Payment

4.1 The obligation of the CEDC to pay the CEDC Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, plus each of the terms and conditions set forth below:

(a) Payment Request. Developer shall have timely provided the CEDC with the Payment Request, which includes the Expenditure Information. The CEDC is entitled to verify the Expenditure Information before the CEDC Grant is paid.

(b) Job Creation. Developer shall be in compliance with the job creation requirement described by Section 3.3, and shall have submitted a Job Compliance Affidavit with the Payment Request.

(c) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(d) Construction. Commencement of Construction and Completion of Construction

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occur within the time required by this Agreement.

(e) Certificate of Occupancy. Developer shall have timely received a certificate of occupancy for the Facility.

(f) Expenditure Information. Developer timely submits the Expenditure Information to the CEDC and the CEDC verifies that Developer incurred costs of at least $100,000 on interior and exterior the Facility Improvements.

(g) Celina Chamber of Commerce. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement.

Article V
Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

(a) by mutual written agreement of all the Parties;
(b) by the CEDC, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(c) by the CEDC, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
(d) by the CEDC if the Developer suffers an event of Bankruptcy or Insolvency;
(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
(f) by the CEDC immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;
(g) by the CEDC, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or
(h) by the CEDC immediately upon the filing by Developer of any lawsuit against the City or CEDC.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the CEDC may, at its option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the CEDC or the City from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

regardless of whether or not the debt due to the CEDC or the City has been reduced to judgment by a court. If the CEDC exercises this right of offset, the CEDC shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the CEDC and/or the City, and (iii) what other debts were paid and in what amounts.

Article VI
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the CEDC Grant shall be personal to the Developer and shall not transfer to the Developer's successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

6.2 Limitation on Liability. Except for the CEDC's obligations to pay the CEDC Grant as set forth in this Agreement, the CEDC, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility, Facility Improvements and/or the Property, and Developer hereby waives any and all claims against the CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees or agents of the CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development Corporation
104 N. Colorado Street
Celina, Texas 75009

If intended for Developer, to:

Mangiamo Italian Market & Deli, LLC
Attn: Jason Algiere
PO Box 689 c/o 918 W Walnut St
Celina, TX 75009

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral, or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

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

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the CEDC grant herein and any other funds received by the Developer from the CEDC as of the date of such violation within 120 days after the date the Developer is notified by the CEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Developer or by a person or entity with whom the Developer contracts.

EXECUTED on be effective the 13th day of July, 2021.

CELINA ECONOMIC DEVELOPMENT CORP.

By:_____
Kyle Rose, President

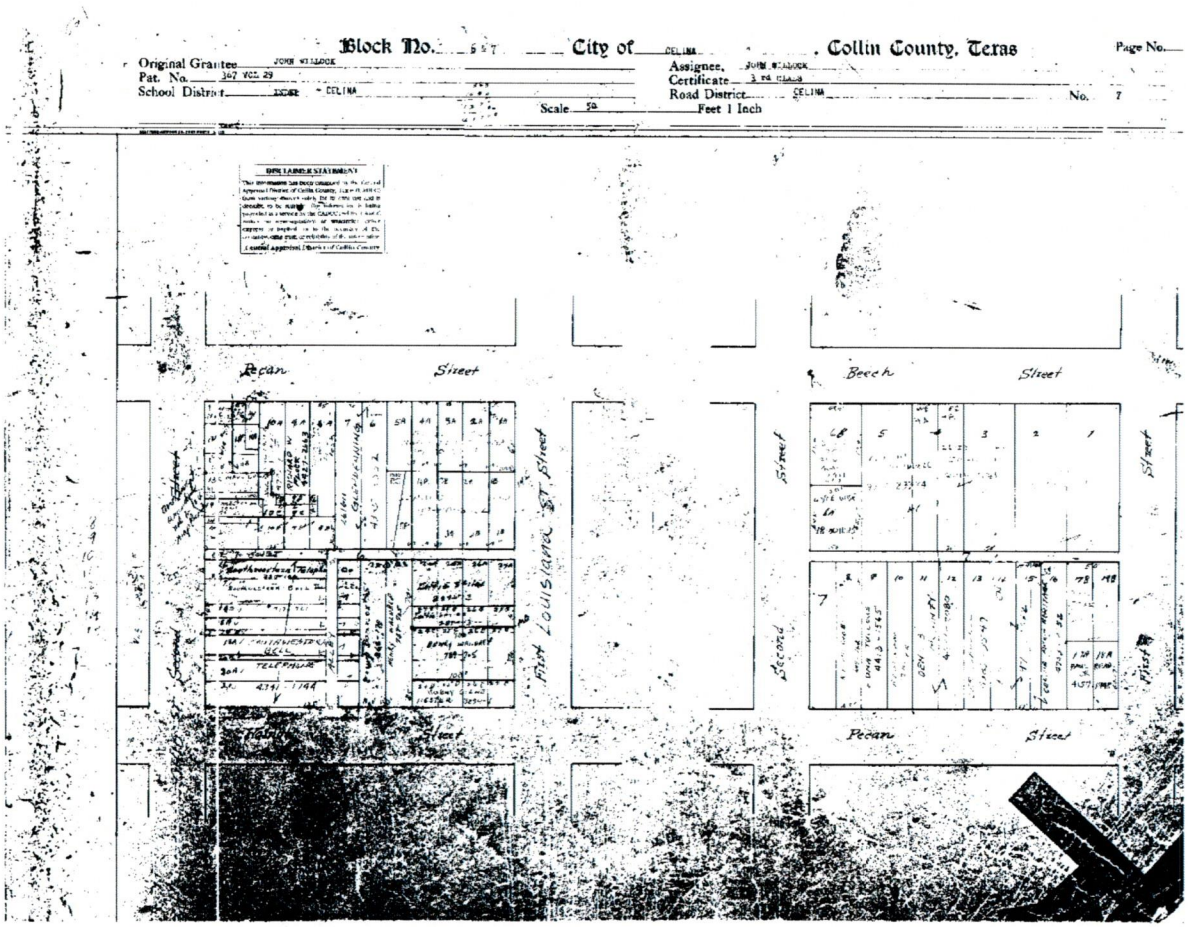
MANGIAMO ITALIAN MARKET & DELI, LLC

By:_____
Jason R. Algiere, Manager

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

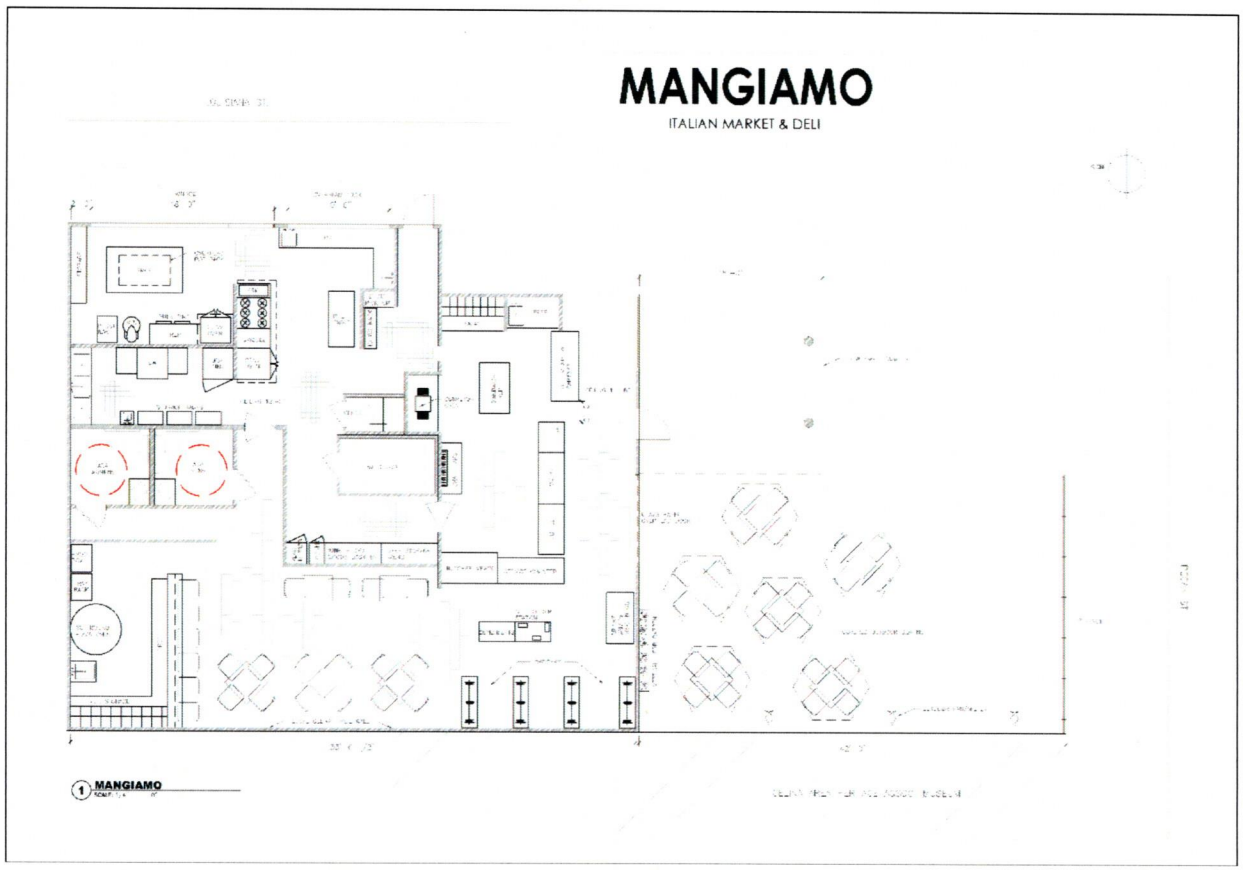
EXHIBIT "A"
Property Description

Celina Original Donation, Blk 7, Lot 17a 18a



Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

EXHIBIT "B"
CONCEPT PLAN



Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive



Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

Exhibit "C"
Annual Taxable Sales Projections

Celina Market Projections - 5 year Plan					
Name of Business	Mangiamo Italian Market & Deli				
5 Year Annual Taxable Sales					
Projection	Year 1	Year 2	Year 3	Year 4	Year 5
	$270,000	$293,000	$336,000	$377,000	$433,000
Year 1 Monthly					
Month	Projection				
M-1	$20,000				
M-2	$20,000				
M-3	$24,000				
M-4	$24,000				
M-5	$20,000				
M-6	$20,000				
M-7	$21,000				
M-8	$22,000				
M-9	$24,000				
M-10	$25,000				
M-11	$25,000				
M-12	$25,000				
Year 1	$270,000				
5 Year Employee Counts					
Projection	Year 1	Year 2	Year 3	Year 4	Year 5
Part Time	2	3	4	4	5
Full Time	2	2	3	3	3
Totals	4	5	7	7	8

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

EXHIBIT "D"
Job Compliance Affidavit

STATE OF TEXAS §
§
COUNTY OF COLLIN §

On this day personally appeared _____, a person known to me, who being duly sworn stated as follows:

1. "My name is _____, I am over the age of 21, have never been convicted of a felony, and am fully competent to testify to the truth of the matters stated herein. Each and every statement contained herein is based upon my personal knowledge and is true and correct.

2. I am the _____ of Mangiamo Italian Market & Deli LLC, and am duly authorized to make this affidavit on behalf of Mangiamo Italian Market & Deli LLC.

3. Mangiamo Italian Market & Deli LLC directly employs at least ___ full-time equivalent jobs at 203 W. Pecan, Celina, Texas.

Further Affiant sayeth not.

_____
Printed Name: _____

Sworn and subscribed to before me this the _____ day of _____, 202_.

_____
Notary Public in and for the State of Texas

Attachment: First Amendment to Incentive Agreement (Mangiamo) with exhibit v2 MFM 1.31.pdf (Consider and act upon a request to amend an incentive

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Anthony Satarino, Strategic Services Manager
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: First Amendment to the Economic Development Incentive Agreement with Pecan Station, LLC.

Action Requested:
Consider and act upon a request to amend an incentive agreement with Pecan Station, LLC. (Satarino)

Background Information:
On July 16, 2022 the City and the Developer entered into a Economic Development Incentive Agreement with the property owner to provide a grant contribution to the costs of the construction of drainage improvements on property described in the Agreement. Drainage improvements were delayed due to the delay of surrounding infrastructure improvements. This amendment changes the date of commencement to December 31, 2022. No other changes are proposed with this amendment.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
Cost participation and improvement cost verification stipulated in Section 3.2 of the Agreement will remain in affect.

Legal Review:
The City Attorney has reviewed and approved the amendment.

Supporting Documents:
First Amendment to Economic Development Incentive Agreement.

Staff Recommendation:
Recommend for Approval

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("First Amendment") is made and entered into this ___ day of _____, 2022 (the "Effective Date"), by and between the City of Celina, Texas, a home rule municipality (the "City"), and Pecan Station, LLC (the "Developer")(each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, on July 16, 2021, the City and the Developer entered into that certain Economic Development Incentive Agreement ("Agreement"), attached hereto as **Exhibit A** and incorporated herein, which addressed the City's economic development grant contribution to the costs of the Developer's construction of drainage improvements on property described in the Agreement (the "Drainage Improvements"); and

WHEREAS, the City and the Developer desire to amend the deadline required for Commencement of Construction of the Drainage Improvements, as provided by the Agreement, and deadline for approval for engineering plans.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City, the Developer, and the Owners covenant and agree as follows:

1. Development Agreement Remains in Full Force and Effect. The City and the Developer acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement remain in full force and effect. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control. The City acknowledges that this First Amendment amends certain deadlines for completion of certain Developer obligations. The City acknowledges and agrees that, only with respect to the amendments made herein, such deadlines shall be amended without default or breach of the Agreement by Developer for failure to meet the original deadlines by the Effective Date of this First Amendment.

2. Amendments.

2.1 Article III "Projects", Section 3.1, Subsections (a) and (b) of the Agreement shall be replaced in their entirety by the following, with additions indicated by underline, and deletions indicated by strikethrough:

"3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause to be designed and constructed, the Drainage Improvements in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Drainage Improvements to occur not later than December 31, ~~2021~~ 2022, and

subject to events of Force Majeure, cause Completion of Construction of the Drainage Improvements to occur not later than 12 months after the Commencement of Construction."

(b) Development of the Property. The Developer understands and acknowledges that approval of any engineering plans, consistent with the Drainage Plan attached as **Exhibit "B"**, for the Property by the City and Texas Department of Transportation is required prior to Commencement of Construction of the Drainage Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City and TxDOT approval of all engineering plans for the Drainage Improvements not later than ~~ninety (90) days after the Effective Date~~ December 31, 2022. The Drainage Improvements shall be constructed and operated in accordance with such City-approved plans. Developer agrees that materials and finish-out used for the Drainage Improvements shall be substantially similar to the Drainage Plan. Developer agrees that construction shall be in conformance with the most recently adopted engineering design standards of the City and that permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that its costs for the Drainage Improvements shall be based on the Construction Cost Estimates depicted in **Exhibit "C"** and that City has relied on such estimates when entering this Agreement."

3. Binding Obligation. This First Amendment shall become a binding obligation of the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this First Amendment on behalf of the City has full authority to execute this First Amendment and bind the City to the same. Developer warrants and represent that the individual executing this First Amendment on its behalf has full authority to execute this First Amendment and bind it to the same.

4. Severability. In the event any provision of this First Amendment shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this First Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this First Amendment shall, to the extent reasonably possible, remain in force as to the balance of its provisions and be interpreted to give effect to the intent of the Parties.

5. Notices. Any notices required or permitted to be delivered hereunder shall be delivered in accordance with the terms provided by Section 6.5 of the Agreement.

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

CITY OF CELINA, TEXAS

By: _____
Name: Jason Laumer
Title: City Manager

PECAN STATION, LLC

By: _____
Name: James Scano
Title: Director

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

Exhibit A
Economic Development Incentive Agreement

(see next page)

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380— PECAN STATION, LLC

This Economic Development Incentive Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City") and Pecan Station, LLC (the "Developer") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in **Exhibit "A"**, which consists of an approximately 0.1665-acre tract of land, Celina Original Donation, Block 7, Lots 17A, 17B, 18A, and 18B, in Celina, Collin County, Texas, generally located at 203 and 206 N. Louisiana St., Celina, Texas (the "Property").

WHEREAS, the Developer intends to construct drainage improvements on the Property (hereinafter defined as the "Drainage Improvements"), as depicted in **Exhibit "B"**; and

WHEREAS, the Developer has advised the City that a contributing factor that would induce the Developer to construct the Drainage Improvements would be an agreement with the City to participate in the costs of construction of the Drainage Improvements through an economic development grant and incentives as set forth herein; and

WHEREAS, the City intends to reimburse an amount not to exceed Fifty Thousand and no/100 Dollars ($50,000.00) toward the cost of the Drainage Improvements; and

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Developer in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"City" shall have the meaning ascribed in the introductory paragraph above.

"City Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Drainage Improvements not to exceed Fifty Thousand and no/100 Dollars ($50,000.00), to be paid as set forth herein.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Drainage Improvements, as the case may be; (ii) all necessary permits for the construction of the Drainage Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction on the Drainage Improvements has commenced.

"Completion of Construction" shall mean that (i) construction of the Drainage Improvements have been substantially completed, and (ii) the City has inspected and accepted the Drainage Improvements.

"Construction Cost Estimates" shall mean the Conceptual Opinion of Probable Construction Costs prepared by Pacheco Koch and depicted in **Exhibit "C"**.

"Drainage Plan" shall mean the renderings and design plan for the Drainage Improvements, attached hereto as **Exhibit "B".**

"Developer" shall have the meaning ascribed in the introductory paragraph above.

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

"Effective Date" shall have the meaning in Article II below.

"Expiration Date" shall mean the date that all Parties have fully satisfied their respective obligations herein.

"Expenditure Information" shall have the meaning ascribed in Section 3.2(b).

"Drainage Improvements" shall have the meaning ascribed in the Recitals above, and are depicted in **Exhibit "B"**.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by the developer or any of its affiliates or related entities.

"Party" and "parties" shall have the meaning ascribed in the introductory paragraph above.

"Payment Request" means a complete written request from the Developer to the City, for payment of the City Grant, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the City, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Drainage Improvements.

"Property" shall have the meaning ascribed in the Recitals above.

"Related Agreement" shall mean any agreement (other than this Agreement) by and between the City and the Developer.

"TxDOT" means the Texas Department of Transportation.

Article II
Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the Expiration Date, unless sooner terminated as provided herein.

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

Article III
Projects

3.1 (a) Drainage Improvements Construction Timeframe. The Developer shall design and construct, or cause to be designed and constructed, the Drainage Improvements in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Drainage Improvements to occur not later than December 31, 2021, and subject to events of Force Majeure, cause Completion of Construction of the Drainage Improvements to occur not later than 12 months after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of any engineering plans, consistent with the Drainage Plan attached as **Exhibit "B"**, for the Property by the City and Texas Department of Transportation is required prior to Commencement of Construction of the Drainage Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City and TxDOT approval of all engineering plans for the Drainage Improvements not later than ninety (90) days after the Effective Date. The Drainage Improvements shall be constructed and operated in accordance with such City-approved plans. Developer agrees that materials and finish-out used for the Drainage Improvements shall be substantially similar to the Drainage Plan. Developer agrees that construction shall be in conformance with the most recently adopted engineering design standards of the City and that permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that its costs for the Drainage Improvements shall be based on the Construction Cost Estimates depicted in **Exhibit "C"** and that City has relied on such estimates when entering this Agreement.

3.2 Drainage Improvements Project.

(a) Cost Participation. The City agrees to reimburse all or a portion of the final verified actual costs of the design and construction of the Drainage Improvements through the payment of the City Grant. The City Grant shall be paid to Developer not later than thirty (30) days after the City's receipt of a Payment Request for the Drainage Improvements. A Payment Request will not be accepted by the City until Completion of Construction has occurred. The City Grant shall **not** be more than Fifty Thousand and no/100 Dollars ($50,000.00).

(b) Drainage Improvements Cost Verification. Following Completion of Construction of the Drainage Improvements, but not later than thirty (30) days after Completion of Construction of the Drainage Improvements, Developer shall submit to the City the Payment Request accompanied by the receipts, records, and invoices for the payment of the costs to design and construction of the Drainage Improvements, and such other records as the City may reasonably request to verify the final actual costs of the Drainage Improvements (the "Expenditure Information"). The City shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to

approve a Payment Request, City shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

Article IV
Conditions to Grant Payments

4.1 The obligation of the City to pay the City Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, plus each of the terms and conditions set forth below:

(a) Payment Request. Developer shall have timely provided the City with the Payment Request, which includes the Expenditure Information. The City is entitled to verify the Expenditure Information before the City Grant is paid. A Payment Request should not be submitted by Developer, or accepted by City, until Completion of Construction has occurred.

(b) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Construction. Commencement of Construction and Completion of Construction occur within the time required by this Agreement.

(d) Expenditure Information. Developer timely submits the Expenditure Information to the City and the City verifies the Expenditure Information.

(e) Celina Chamber of Commerce. Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement.

Article V
Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

(a) by mutual written agreement of all the Parties;
(b) by the City, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(c) by the City, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
(d) by the City if the Developer suffers an event of Bankruptcy or Insolvency;
(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

(f) by the City immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;

(g) by the City, if any applicable permits required for the Drainage Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City and such default is not cured by Developer within thirty (30) days after written notice thereof; or

(h) by the City immediately upon the filing by Developer of any lawsuit against the City.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City may, at its option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City has been reduced to judgment by a court. If the City exercises this right of offset, the City shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City, and (iii) what other debts were paid and in what amounts.

Article VI
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the City Grant shall be personal to the Developer and shall not transfer to the Developer's successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

6.2 Limitation on Liability. Except for the City's obligation to pay the City Grant as set forth in this Agreement, the City, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Drainage Improvements and/or the Property, and Developer hereby waives any and all claims against the City for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

If intended for City, to:

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

If intended for Developer, to:

Pecan Station, LLC
Attn: James Scano, Developer
3026 Ivywood Place
Celina, TX 75009-1649

With Copy to:

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

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

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the City grant herein and any other funds received by the Developer from the City as of the date of such violation within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Developer or by a person or entity with whom the Developer contracts.

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

EXECUTED on be effective the 16 day of July, 2021.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

PECAN STATION, LLC

By: _____
James Scano, Developer

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

EXECUTED on be effective the 16 day of July, 2021.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

PECAN STATION, LLC

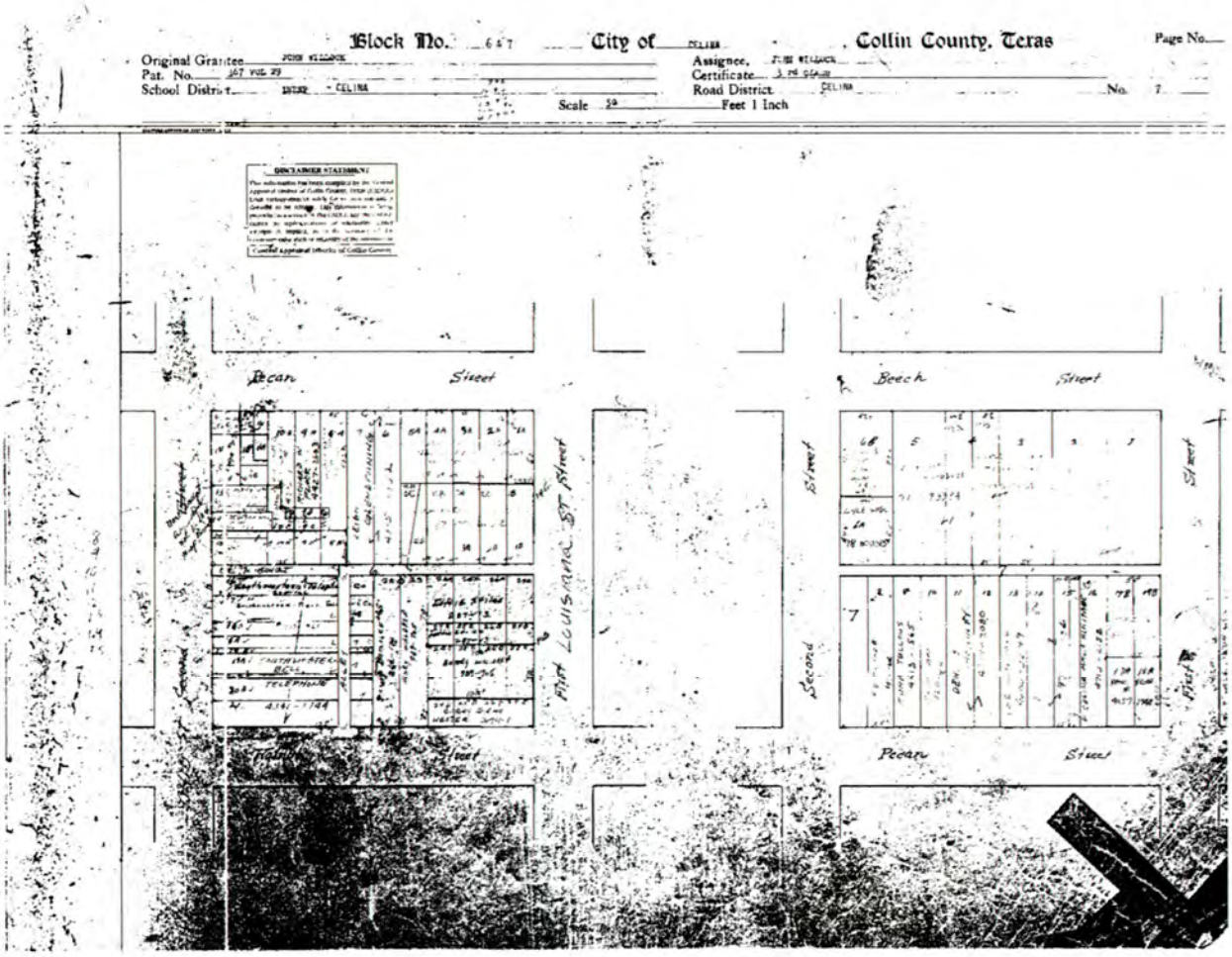
By: J SCANO
James Scano, Developer

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

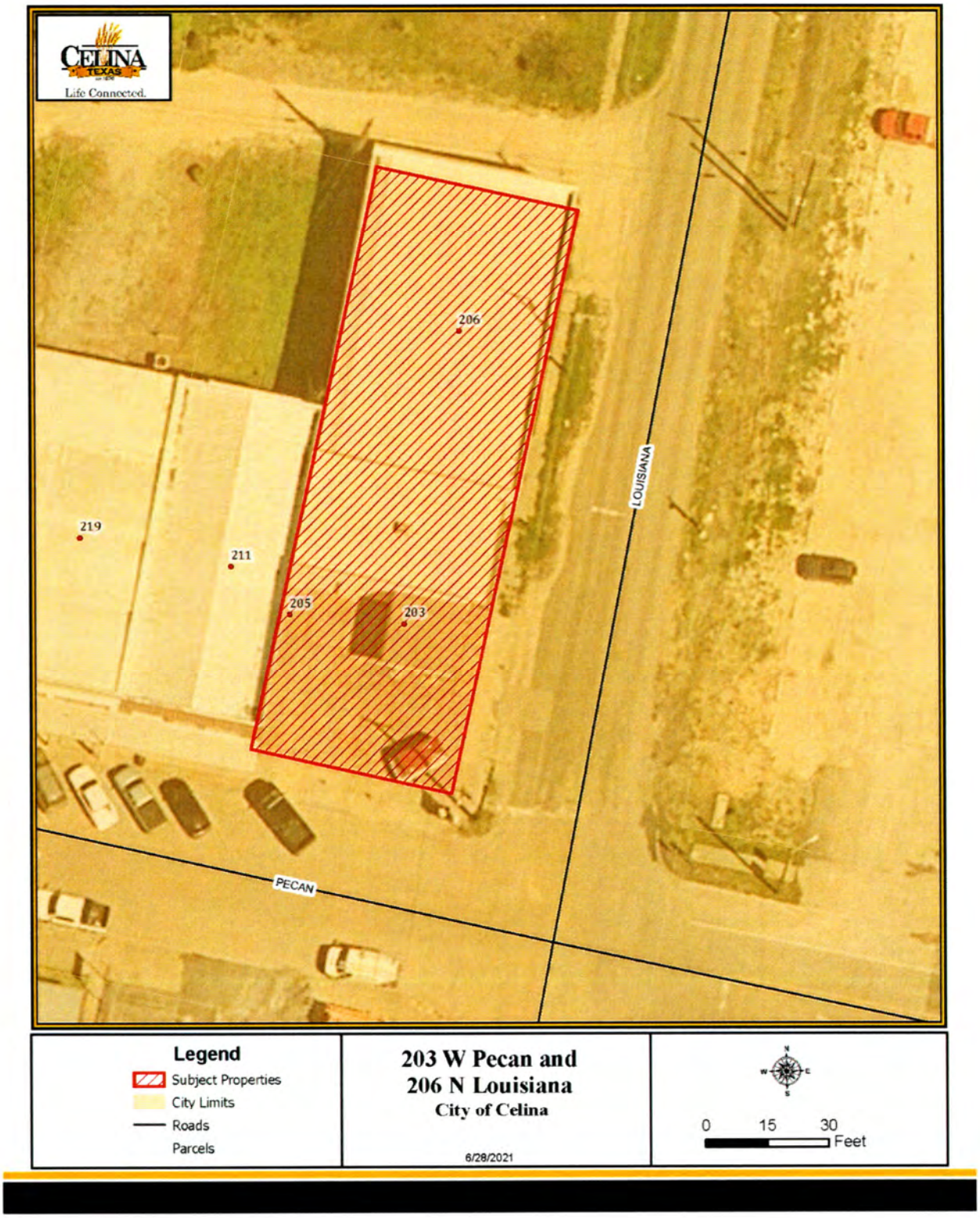
EXHIBIT "A"
Property Description

Celina Original Donation, Block 7, Lot 17A & 18A

Celina Original Donation, Block 7, Lot 17B & 18B



Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to



Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

EXHIBIT "B"
DRAINAGE IMPROVEMENTS



Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

EXHIBIT "C"
CONSTRUCTION COST ESTIMATES

Pacheco Koch

CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST

Client Name: Jim Scano
Project Title: Offsite Storm Sewer

PK No.: 4806-20.606
Date: 4/28/2021

Bid No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
DRAINAGE					
D1	GENERAL SITE PREPARATION	LS	1	$ 2,500.00	$ 2,500.00
D2	BOND AND INSURANCE (5%)	LS	1	$ 1,400.00	$ 1,400.00
D3	12" RCP CLASS IV B.O.T.O.C.	LF	50	$ 175.00	$ 8,750.00
D4	2'x2' AREA GRATE INLET	EA	1	$ 5,000.00	$ 5,000.00
D5	12" CH-FW-O HEADWALL	EA	1	$ 3,500.00	$ 3,500.00
D6	TEMP EROSION, SEDIMENT CONTROL, AND SWPPP	LS	1	$ 3,000.00	$ 3,000.00
D7	SEEDING	SY	200	$ 2.50	$ 500.00
D8	EXISTING PAVEMENT REMOVE AND REPLACEMENT (ALLEY)	SY	55	$ 95.00	$ 5,225.00
				DRAINAGE SUBTOTAL	**$ 29,875.00**
				20% CONTINGENCY	**$ 6,000.00**
				DRAINAGE TOTAL	**$ 35,875.00**
				ENGINEERING/SURVEY	**$ 8,000.00**
				TOTAL OPINION OF CONSTRUCTION COSTS	**$ 43,875.00**

Assumptions:
1. 12" RCP with no encasement
2. OPCC based on conceptual layout

Attachment: First Amendment to Incentive Agreement (Pecan Station, LLC) with exhibit v2 MFM 2.1.22 (Consider and act upon a request to

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: Celina Hills - Pre-SAP

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within the Celina Hills Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Assessment Roll; directing the filing of the proposed Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on April 12, 2022 to consider an ordinance levying assessments on property located within of the Celina Hills Public Improvement District. (Pollard)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2022-___R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN THE CELINA HILLS PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY OR DEPUTY CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR APRIL 12, 2022 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE CELINA HILLS PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”) authorizes the City of Celina, Texas (the "City") to create a public improvement district within the corporate boundaries and the extraterritorial jurisdiction of the City; and

WHEREAS, on July 9, 2019, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district within the corporate boundaries of the City; and

WHEREAS, on July 9, 2019, the City Council adopted Resolution No. 2019-37R (the "Authorization Resolution"), authorizing, establishing, and creating the “Celina Hills Public Improvement District” (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of up to $10,000,000.00 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the City Council and the City staff have been presented a “Celina Hills Public Improvement District Preliminary Service and Assessment Plan”, including a proposed Assessment Roll attached thereto (the “Preliminary SAP”), relating to certain assessments proposed to be levied against property within the District that benefit from the Authorized Improvements. A copy of the Preliminary SAP is (i) attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area constituting the District, (iv) identifies the costs of the Authorized Improvements, and (v) sets forth the proposed assessment roll for the District (the “Proposed Assessment Roll”); and

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District at this time and the Proposed Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary SAP; and

WHEREAS, the PID Act requires that the Proposed Assessment Roll be filed with the municipal secretary (the "City Secretary") or other officer performing the functions of the municipal secretary, such as the Deputy City Secretary (the "Deputy City Secretary"), and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments against the benefitted property within the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

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

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

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

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Roll, in a form substantially similar to the attached **Exhibit A** and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the total costs of the Authorized Improvements to be financed by the District are as set forth in Section III.B of the Preliminary SAP.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

SECTION 4. The City Council's final determination and approval of the costs of the Authorized Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in the District that benefits from the Authorized Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the City Secretary or the Deputy City Secretary and directs the City Secretary or the Deputy City Secretary to make the same available for public inspection.

SECTION 7. The City Council hereby authorizes and calls a public hearing (the Assessment Hearing, as defined above) to be held on **April 12, 2022, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within the District that benefits from the Authorized Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 9. The City Council hereby authorizes and directs the City Secretary or the Deputy City Secretary to publish notice of the Assessment Hearing to be held on **April 12, 2022**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **March 31, 2022**, as required by Section 372.016(b) of the PID Act.

SECTION 10. When the Proposed Assessment Roll is filed with the City Secretary or the Deputy City Secretary, the City Council hereby authorizes and directs the City Secretary or the Deputy City Secretary, on or before **March 31, 2022**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **April 12, 2022**, as required by Section 372.016(c) of the PID Act.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

SECTION 11. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **April 12, 2022** meeting of the City Council.

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

[*Remainder of Page Intentionally Left Blank*]

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

ADOPTED, PASSED, AND APPROVED on this the 15th day of March, 2022.

_____
Mayor

ATTEST:

_____
Deputy City Secretary

(City Seal)

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

EXHIBIT A

PRELIMINARY SAP

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

CELINA HILLS
PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

DRAFT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

March 15, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

CELINA HILLS
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Resolution (Celina Hills - Pre-SAP)

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APPENDIX G - PROPOSED ASSESSMENT ROLL

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On July 9, 2019, the City Council of the City of Celina, Texas passed and approved Resolution No. 2019-37R approving and authorizing the creation of the Celina Hills Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the City limits.

The property in the PID is proposed to be developed in one phase. Assessments will be imposed on the property that receives a special benefit from the public improvements to be financed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Celina Hills Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements; and (3) include a copy of the notice form required by Section 5.014, Property Code." Additionally, the PID Act requires that "the governing body of the municipality or county shall review and update the service plan annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

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

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. Actual Cost may include: (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor and construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, permit fees, development fees), insurance premiums and miscellaneous expenses.

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

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.F of this Service and Assessment Plan.

"Administrative Expenses" means the administrative, organization, maintenance and operation costs associated with, or incidental to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, maintenance, and operation of the PID and the Authorized Improvements, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee's reasonable fees and expenses relating to the Bonds, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds or any costs of issuance associated with the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Roll attached hereto as Appendix G, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

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

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

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

"Assessment Ordinance" means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

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

"Assessment Roll" means the Assessment Roll included in this Service and Assessment Plan as Appendix G or any other Assessment Roll in an amendment or supplement to this Service and

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

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

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

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

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

"City" means the City of Celina, Texas.

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

"County" means Collin County, Texas.

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

"Developer" means GRBK Edgewood, LLC, a Texas limited liability company.

"Development Agreement" means that certain development agreement by and between the City and Westgate HS Celina Investments, L.P., and related to the Property effective June 11, 2019, as partially assigned to the Developer, under that certain Partial Assignment of Development Agreement (Celina Hills)," by and between Westgate HS Celina Investments, L.P., and the developer, effective December 29,2020 and as the same may be amended from time to time.

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

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

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

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

"Maximum Assessment Per Unit" means an Assessment per unit for each applicable Lot Type as follows:

Lot Type 1 (60 Ft Lot)	$34,632.53
Lot Type 2 (50 Ft Lot)	$29,783.98
Lot Type 3 (Townhome)	$21,818.50

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.C.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of the County.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"PID Bonds" mean the certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Celina Hills Public Improvement District Project) that are secured primarily by Assessment Revenues.

"**Prepayment Costs**" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

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

"Service and Assessment Plan" or **"SAP"** means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

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

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

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 80.87 acres of land. A map of the property within the PID is shown on Appendix A and described in Appendix C to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 277 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots and the classification of each lot are based upon the proposed development plan.

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

Table II-A
Proposed Development within the PID

Proposed Development	Quantity	Measurement
60 Ft Lot	71	Units
50 Ft Lot	73	Units
25 Ft Lot (Townhome)	133	Units
Total	**277**	**Units**

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B. on the following page and shown in the opinion of probable costs included as Appendix B and on the

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diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS OF THE AUTHORIZED IMPROVEMENTS

The Authorized Improvements benefit the entire PID. The costs of the Authorized Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units.

The Authorized Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs are shown in Table III-A, and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID. To the extent that an Authorized Improvement is oversized or otherwise provides special benefit to property outside of the PID, the costs of such oversizing are not included in this SAP.

A description of the Authorized Improvements are as follows:

Roadway Improvements:

The roadway portion of the Authorized Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, deceleration lanes, turn lanes, sidewalks, signage and traffic control devices, including an allocable share of perimeter road improvements, for the benefit of the Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements:

The water distribution system portion of the Authorized Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves, service lines, trench safety and other water line appurtenances for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Authorized Improvements includes PVC pipes, manholes, service lines, clean-outs, concrete encasements, and other sewer line appurtenances and trench safety for the benefit of the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Storm Drainage Improvements:

The storm drainage collection system portion of the Authorized Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention and detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping and Open Space Improvements

The landscaping and open space portion of the of the Authorized Improvements includes landscaping along streets, irrigation, and other street landscaping improvements, along with trails, parks, open space improvements, entry features, and other public amenities. The landscaping and open space improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City or by the homeowners' association.

Soft and Miscellaneous Costs

Soft and miscellaneous costs consist of costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction staking, construction management, and contingency, costs associated with financing the Authorized Improvements, and a portion of the costs incurred in the establishment, administration and operation of the District.

Table III-A
Estimated Authorized Improvement Costs

Description	Total
Roadway Improvements	$2,181,459
Water Improvements	$961,483
Sanitary Sewer Improvements	$1,348,788
Storm Drainage Improvements	$870,593
Landscaping and Open Space Improvements	$100,698
Soft and miscellaneous costs	$740,171
Total Authorized Improvements	**$6,203,192**

[1]The above shown estimated costs are provided by Developer. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total costs of Authorized Improvements amount does not exceed $6,203,192.00. Amounts are rounded to the nearest dollar

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. Construction of the Authorized Improvements began in August 2021 is near completion. It is anticipated that acceptance of the Authorized Improvements will occur by the end of the second quarter 2022.

The Budgeted Costs for Authorized Improvements and payment of expenses incurred in the establishment, administration, and operation of the PID are $7,535,000 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

Table IV-A shows the estimated sources and uses of funds for the Authorized Improvements.

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Table IV-A
Estimated Sources and Uses

Sources of Funds	Total
Par Amount	$7,535,000
Other Funding Sources	$0
Total Sources	**$7,535,000**
Uses of Funds	
Authorized Improvements:	
Roadway Improvements	$2,181,459
Water Improvements	$961,483
Sanitary Sewer Improvements	$1,348,788
Storm Drainage Improvements	$870,593
Landscaping and Open Space Improvements	$100,698
Soft and miscellaneous costs	$740,171
Subtotal	*$6,203,192*
Estimated Bond Issuance Costs:	
Debt Service Reserve Fund	$500,750
Administrative Expenses	$45,000
Capitalized Interest	$110,932
Cost of Issuance	$449,076
Underwriters Discount	$226,050
Subtotal	*$1,331,808*
Total Uses	**$7,535,000**

B. FIVE-YEAR SERVICE AND ASSESSMENT PLAN

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

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Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Projected Annual Installments
2022	$4,973,100	$7,535,000	$0	$0
2023	$2,561,900	$0	$0	$580,325
2024	$0	$0	$0	$579,643
2025	$0	$0	$0	$583,704
2026	$0	$0	$0	$582,234
2027	$0	$0	$0	$580,509
Total	**$7,535,000**	**$7,535,000**	**$0**	**$2,906,415**

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the Notice form (required by Section 5.014 of the Texas Property Code). The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

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

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The Authorized Improvement costs shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

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

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

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

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements to Parcels in a manner that results in equal shares of the Actual Costs of the Authorized Improvements being apportioned to Parcels similarly benefited.

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

B. SPECIAL BENEFIT

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

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

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

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

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

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As

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a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

4. Financing of the costs of the Authorized Improvements through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

5. As a result, the special benefit to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Assessment Methodology

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

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

1. Assessment Methodology for the Authorized Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the PID Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units anticipated to be developed on each Parcel within the PID.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-A, the City Council has determined that the benefit to the Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units of all Lots in the platted Parcel, as calculated and shown in Appendix F using the types, number and average home value of Lots anticipated to be developed on each Parcel.

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

D. ASSESSMENTS

The Assessments will be levied on each Parcel according to the Assessment Roll, attached hereto as Appendix G. The Annual Installments will be collected at the time and in the amounts shown on the Assessment Roll subject to any revisions made during an Annual Service Plan Update.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, attached as Appendix G, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the PID Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Additional Interest Reserve shall be

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funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Trust Indenture. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID

The Assessment and Annual Installments for each Assessed Property located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Assessed Property in an amount sufficient to pay (i) principal and interest on the PID Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated total Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated total Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

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2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

C. MANDATORY PREPAYMENT OF ASSESSMENTS

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

2. If at any time the Assessment per unit on a Parcel exceeds the applicable Maximum Assessment per Unit shown in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the applicable Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

D. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed, Actual Costs for such Authorized Improvements are less than the Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds such excess Bond proceeds shall be applied to redeem Bonds as provided in the Trust Indenture, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds, such excess Bond proceeds shall be applied to redeem Bonds as provided in the Trust

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Indenture, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

E. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest

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Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the issuance of the PID Bonds.

Each Assessment Roll sets forth for each year the Annual Installment for each parcel based on an estimated interest rate of 5.00% on the PID Bonds and additional interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Roll is shown as Appendix G.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the 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 the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

F. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

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

Each Annual Installment, including the interest on the unpaid amount of an 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. Collection of the initial Annual

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1 following the issuance of the PID Bonds.

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VII. THE ASSESSMENT ROLL

A. ASSESSMENT ROLL

The City Council has evaluated each Parcel in the PID based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant to determine the amount of Assessed Property within the PID.

The Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. Table VII-A summarizes the $7,535,000 in special benefit received by the Assessed Property from the Authorized Improvements. The par amount of the PID Bonds is $7,535,000 which is equal to the benefit received by the Assessed Property. Accordingly, the total Assessment to be applied to all the Assessed Property is $7,535,000 plus annual Administrative Expenses. The Assessment for each Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements	$6,203,192
Bond Issuance Costs:	
Debt Service Reserve Fund	$500,750
Administrative Expenses	$45,000
Capitalized Interest	$110,932
Cost of Issuance	$449,076
Underwriters Discount	$226,050
PID Formation/Bond Cost of Issuance	*$1,331,808*
Total Special Benefit	**$7,535,000**
Special Benefit:	
Total Special Benefit	$7,535,000
Projected Assessment	$7,535,000
Excess Benefit	**$0**

(a) See Table III-A for details.

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B. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.E. of this Service and Assessment Plan. The Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of Bonds, if any.

Once the PID Bonds are issued, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the PID Bonds. This update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

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The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

> (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

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

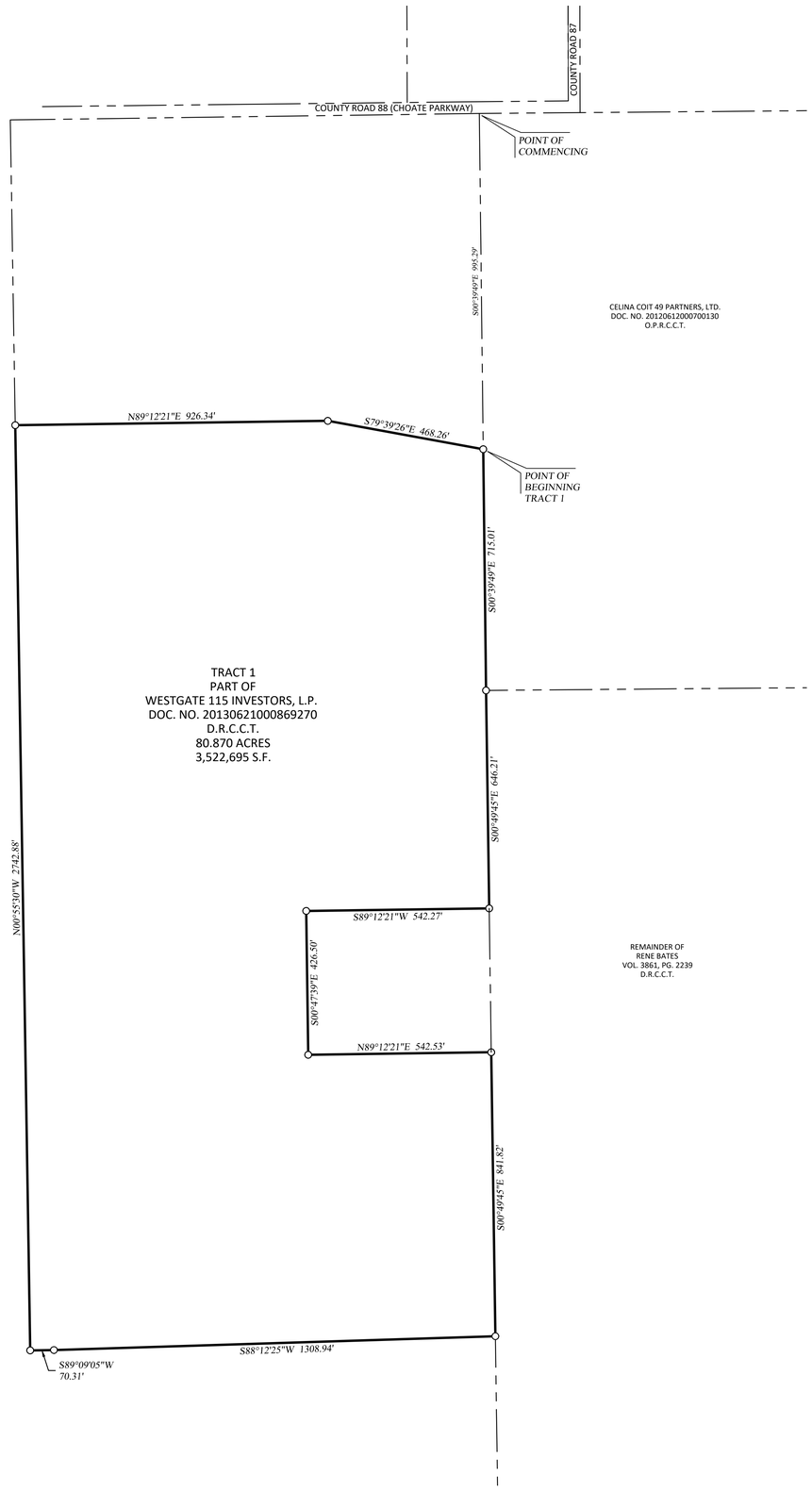
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

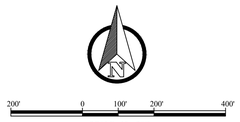
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Attachment: Draft Resolution (Celina Hills - Pre-SAP)

APPENDIX A
PID MAP

Attachment: Draft Resolution (Celina Hills - Pre-SAP)





PROPERTY DESCRIPTION

BEING a tract of land situated in the M. Wilhite Surveys, Abstract Numbers 1008 and 1009, City of Celina, Collin County, Texas, being part of the tract described in the deed to WESTGATE 115 INVESTORS, L.P., recorded in Document Number 20130621000869270, Official Public Records, Collin County, Texas, the subject tract being more particularly described as follows (bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1988 (NAD '88), description is based on recorded documents, limited field survey work was performed. This description for use in zoning/PID application only, is preliminary, and shall not be used, viewed or relied upon as a final survey document):

COMMENCING at a 1/2 inch rebar found within an asphalt roadway at the northwest corner of the tract described in the deed to Celina Coit 49 Partners, LTD, recorded under Document Number 20120612000700130, Official Public Records, Collin County, Texas;

THENCE with the west line of said Celina Coit 49 Partners, LTD. Tract, SOUTH 00 degrees 39 minutes 49 seconds EAST, a distance of 995.29 feet to the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE with the west line of said Celina Coit 49 Partners tract, SOUTH 00 degrees 39 minutes 49 seconds EAST, a distance of 715.01 feet to the southwest corner of said Celina Coit 49 Partners tract, from which a PK nail found bears SOUTH 17 degrees EAST, 4.25 feet;

THENCE with the east line of said Westgate 115 Investors tract, SOUTH 00 degrees 49 minutes 45 seconds EAST, a distance of 646.21 feet;

THENCE through the interior of said Westgate 115 Investors tract, the following calls:

1. SOUTH 89 degrees 12 minutes 21 seconds WEST, a distance of 542.27 feet;
2. SOUTH 00 degrees 47 minutes 39 seconds EAST, a distance of 426.50 feet;
3. NORTH 89 degrees 12 minutes 21 seconds EAST, a distance of 542.53 feet to the east line of said Westgate 115 Investors tract;

THENCE with the perimeter and to the corners of said Westgate 115 Investors tract, the following calls:

1. SOUTH 00 degrees 49 minutes 45 seconds EAST, a distance of 841.82 feet;
2. SOUTH 88 degrees 12 minutes 25 seconds WEST, a distance of 1308.94 feet;
3. SOUTH 89 degrees 09 minutes 05 seconds WEST, a distance of 70.31 feet;
4. NORTH 00 degrees 55 minutes 30 seconds WEST, a distance of 2742.88 feet;

THENCE through the interior of said Westgate 115 Investors tract, NORTH 89 degrees 12 minutes 21 seconds EAST, a distance of 926.34 feet;

THENCE through the interior of said Westgate 115 Investors tract, SOUTH 79 degrees 39 minutes 26 seconds EAST, a distance of 468.26 feet, returning to the **POINT OF BEGINNING** and enclosing 80.870 acres (3,522,695 square feet) of land, more or less.

TITLE COMMITMENT NOTES

This exhibit was prepared without the benefit of a commitment for title insurance. Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey.

kirkman ENGINEERING
4821 Merlot Avenue, Suite 210
Grapevine, Texas 76051
Phone: 817-488-4960

JOB NUMBER:	TBD
DRAWN BY:	BCS
CHECKED BY:	JHB
REV:	

CELINA HILLS

CELINA, TEXAS

PID EXHIBIT

SHEET:

PID EXHIBIT

CELINA HILLS
CITY OF CELINA
COLLIN COUNTY, TEXAS

SURVEY PREPARED BY: BARTON CHAPA SURVEYING, LLC. 4821 MERLOT AVENUE, SUITE 210, GRAPEVINE, TX, TBPLS FIRM# 10194474

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Attachment: Draft Resolution (Celina Hills - Pre-SAP)

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

Celina Hills PID Breakdown

PUBLIC IMPROVEMENTS		Public Cost
Paving	$	2,181,459.39
Water	$	961,482.50
Sewer	$	1,348,787.60
Storm	$	870,593.40
Landscape/Open Space (within Public ROW)	$	100,698.25
Miscellaneous Soft Costs (Eng, Srvy, Testing, Insp Fees)	$	740,171.10
Total	**$**	**6,203,192.24**

PRIVATE IMPROVEMENTS		Private Cost
Erosion Control (Lot Improvements)	$	96,476.14
Excavation (Lot Improvements)	$	311,408.46
Retaining Walls	$	353,421.00
Franchise Utilities (including street lights)	$	459,000.00
Private Open Space HS/LS/IRR	$	761,293.75
Miscellaneous Soft Costs (Eng, Srvy, Testing, Park Fees)	$	896,492.90
Total	**$**	**2,878,092.25**

Total Public + Private Improvements	**$**	**9,081,284.49**

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

	Description (Excavation)	Quantity	Unit	Unit Price	Total
1	Public (ROW)	1	LS	$ 207,605.64	$ 207,605.64
2	Private (Lot Improvements)	1	LS	$ 311,408.46	$ 311,408.46
	TOTAL Water				**$ 519,014.10**

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

	Description (WATER)	Quantity	Unit	Unit Price	Total
1	8" PVC Waterline (Incl Fittings & Blocking)	10,125	LF	$ 41.50	$ 420,187.50
2	24" PVC Waterline (Incl Fittings & Blocking)	26	LF	$ 1,135.00	$ 29,510.00
3	8" Gate Valve	43	EA	$ 1,380.00	$ 59,340.00
4	24" Butterfly Valve	2	EA	$ 18,750.00	$ 37,500.00
5	Remove Plug & Connect to Ex	3	EA	$ 850.00	$ 2,550.00
6	8" Plug	2	EA	$ 300.00	$ 600.00
7	1" Single Water Service	277	EA	$ 681.00	$ 188,637.00
8	1.5" Single Water Service	1	EA	$ 1,300.00	$ 1,300.00
9	Fire Hydrants	21	EA	$ 5,490.00	$ 115,290.00
10	24x8 Cut-in-Tee	2	EA	$ 10,750.00	$ 21,500.00
11	1" Irrigation Service	1	EA	$ 750.00	$ 750.00
12	1.5" Irrigation Service	3	EA	$ 1,400.00	$ 4,200.00
13	4" Pavement Sleeves	866	LF	$ 23.00	$ 19,918.00
14	Pressure Test	10,125	LF	$ 1.50	$ 15,187.50
15	Trench Safety	10,125	LF	$ 0.10	$ 1,012.50
16	Maint Bond	1	LS	$ 44,000.00	$ 44,000.00
	TOTAL Water				**$ 961,482.50**

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

	Description (ON-SITE SANITARY SEWER)	Quantity	Unit	Unit Price	Total
1	8" PVC (SDR-35)	7,750	LF	$ 41.00	$ 317,750.00
2	8" PVC (SDR-26) at X-ings	270	LF	$ 43.00	$ 11,610.00
3	10" PVC (SDR-35)	980	LF	$ 53.60	$ 52,528.00
4	Cement Stabilized Sand	330	LF	$ 35.00	$ 11,550.00
5	4' Diam Manhole	28	EA	$ 5,320.00	$ 148,960.00
6	4' External Drop Manhole	1	EA	$ 7,400.00	$ 7,400.00
7	4" Service	277	EA	$ 665.00	$ 184,205.00
8	6" Service	1	EA	$ 900.00	$ 900.00
9	Vacuum Test	29	EA	$ 165.00	$ 4,785.00
10	Testing	9,000	LF	$ 2.00	$ 18,000.00
11	Trench Safety	9,000	LF	$ 0.10	$ 900.00
	TOTAL				**$ 758,588.00**

	Description (OFF-SITE SANITARY SEWER thru Wilson Creek Meadows West)	Quantity	Unit	Unit Price	Total
1	8" PVC (SDR 35) - Direct Bill to Pulte	-	LF	$ 47.00	$ -
2	10" PVC (SDR-35)	10	LF	$ 53.60	$ 536.00
3	10" PVC (SDR-26)	142	LF	$ 55.80	$ 7,923.60
4	12" PVC (SDR-35)	2,734	LF	$ 61.20	$ 167,320.80
5	12" PVC (SDR-26)	1,723	LF	$ 138.00	$ 237,774.00
6	21" Bore & Casing Pipe	(275)	LF	$ 440.00	$ (121,000.00)
7	24" Open Cut & Steel Casing	275	LF	$ 230.00	$ 63,250.00
8	4' Diam Manhole	10	EA	$ 6,250.00	$ 62,500.00
9	5' Diam Manhole	6	EA	$ 8,800.00	$ 52,800.00
10	5' Diam Drop Manhole	1	EA	$ 17,750.00	$ 17,750.00
11	Remove 12" Stub & Connect	1	EA	$ 1,135.00	$ 1,135.00
12	8" Plug	9	EA	$ 275.00	$ 2,475.00
13	10" Plug	1	EA	$ 530.00	$ 530.00
14	4" Wye & Plug for Future San	-	EA	$ 550.00	$ -
15	Vacuum Test	17	EA	$ 165.00	$ 2,805.00
16	Testing	4,609	LF	$ 2.00	$ 9,218.00
17	Trench Safety	4,609	LF	$ 0.10	$ 460.90
	TOTAL				**$ 505,478.30**

	Description (OFF-SITE SANITARY SEWER along Coit)	Quantity	Unit	Unit Price	Total
1	8" PVC (SDR-35)	24	LF	$ 47.00	$ 1,128.00
2	10" PVC (SDR-35)	509	LF	$ 53.60	$ 27,282.40
3	10" PVC (SDR-26)	204	EA	$ 55.80	$ 11,383.20
4	50' Bore & Casing	120	EA	$ 250.00	$ 30,000.00
5	4' Diam Manhole	2	EA	$ 6,250.00	$ 12,500.00
6	8" Plug	2	EA	$ 275.00	$ 550.00
7	Vacuum Test	2	EA	$ 165.00	$ 330.00
8	Testing	737	EA	$ 2.00	$ 1,474.00
9	Trench Safety	737	EA	$ 0.10	$ 73.70
	TOTAL				**$ 84,721.30**

TOTAL Sanitary Sewer (On-Site & Off-Site)	**$ 1,348,787.60**

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

	Description (STORM)	Quantity	Unit	Unit Price	Total
1	18" HP Storm	842	LF	$ 49.00	$ 41,258.00
2	21" HP Storm	802	LF	$ 63.00	$ 50,526.00
3	24" HP Storm	2,217	LF	$ 57.00	$ 126,369.00
4	30" HP Storm	257	LF	$ 99.00	$ 25,443.00
5	36" HP Storm	381	LF	$ 119.00	$ 45,339.00
6	42" HP Storm	490	LF	$ 131.00	$ 64,190.00
7	48" HP Storm	630	LF	$ 173.00	$ 108,990.00
8	60" HP Storm	309	LF	$ 249.00	$ 76,941.00
9	4x4 Storm Manhole	5	EA	$ 5,280.00	$ 26,400.00
10	Large Debris Separator	4	EA	$ 19,750.00	$ 79,000.00
11	8' Inlet	20	EA	$ 4,300.00	$ 86,000.00
12	10' Inlet	10	EA	$ 4,510.00	$ 45,100.00
13	12' Inlet	3	EA	$ 4,840.00	$ 14,520.00
14	Flexamat	121	SY	$ 83.00	$ 10,043.00
15	6x6 Outfall Structure	1	EA	$ 9,800.00	$ 9,800.00
16	18" Headwall	4	EA	$ 3,400.00	$ 13,600.00
17	36" Headwall	1	EA	$ 4,455.00	$ 4,455.00
18	48" Headwall	2	EA	$ 6,545.00	$ 13,090.00
19	60" Headwall	1	EA	$ 9,130.00	$ 9,130.00
20	Inlet Protection	33	EA	$ 205.00	$ 6,765.00
21	Testing	5,928	LF	$ 2.20	$ 13,041.60
22	Trench Safety	5,928	LF	$ 0.10	$ 592.80
	TOTAL Storm				**$ 870,593.40**

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

	Description (PAVING)	Quantity	Unit	Unit Price	Total
1	7" Reinf Concrete Pavment	30,610	SY	$ 38.85	$ 1,189,198.50
2	Decorative 7" Pavement	100	SY	$ 150.00	$ 15,000.00
3	8" Reinf concrete Pavement	1,050	SY	$ 50.00	$ 52,500.00
4	Decorative 8" Pavement	95	SY	$ 165.00	$ 15,675.00
5	6" Refin Pavement (Parking Lot)	790	SY	$ 50.00	$ 39,500.00
6	Curb & Gutter for Parking Lot	405	LF	$ 1.00	$ 405.00
7	6" Lime Prep	36,580	SY	$ 3.35	$ 122,543.00
8	hydrated Lime for Street	677	TON	$ 172.00	$ 116,444.00
9	8" Temp Unreinf Concrete	1,035	SY	$ 50.00	$ 51,750.00
10	Sawcut Concrete Pavement & Connect	402	LF	$ 30.00	$ 12,060.00
11	Remove Barricade & Connect to Ex	1	EA	$ 500.00	$ 500.00
12	Stop Sign w/ Blades	19	EA	$ 700.00	$ 13,300.00
13	Street Name Sign	6	EA	$ 650.00	$ 3,900.00
14	Stop Sign	16	EA	$ 385.00	$ 6,160.00
15	Maint Bonds	1	LS	$ 17,600.00	$ 17,600.00
17	Earthwork/Erosion	1	LS		
	TOTAL Paving				**$ 1,656,535.50**

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

	Description (Hardscape)	Quantity	Unit	Unit Price	Total
1	7' Main Entry Monument	2	EA	$ 24,796.00	$ 49,592.00
2	6' Secondary Entry Sign Wall	2	EA	$ 13,807.00	$ 27,614.00
3	Elec Services	1	LS	$ 29,150.00	$ 29,150.00
4	6' Screening Wall	322	LF	$ 104.00	$ 33,488.00
5	7' Stone Column	5	EA	$ 1,830.00	$ 9,150.00
6	6' Screening Wall atop Retaining Wall	832	LF	$ 116.00	$ 96,512.00
7	7' Stone column atop Retaining Wall	10	EA	$ 1,980.00	$ 19,800.00
8	4' Ornamental Iron Fence	1,021	LF	$ 35.00	$ 35,735.00
9	4' Ornamental Iron Fence atop Retaining Wall	43	LF	$ 35.00	$ 1,505.00
10	42" Ornamental Iron Fence atop Retaining Wall	120	LF	$ 35.00	$ 4,200.00
11	27x15 Cedar Shade Structure	1	EA	$ 32,441.00	$ 32,441.00
12	Playground	1	LS	$ 91,760.00	$ 91,760.00
13	Park Bench	4	EA	$ 2,445.00	$ 9,780.00
14	Park Table	2	EA	$ 2,584.00	$ 5,168.00
15	Trash Receptable	2	EA	$ 1,830.00	$ 3,660.00
16	Pet Waste Station	1	EA	$ 644.00	$ 644.00
17	10' Concrete Trail	12,760	SF	$ 6.35	$ 81,026.00
18	8' Concrete Trail	6,010	SF	$ 6.00	$ 36,060.00
19	6' Concrete Trail	18,360	SF	$ 5.35	$ 98,226.00
20	5' Concrete Trail	10,375	SF	$ 5.35	$ 55,506.25
21	Barrier Free Ramps	31	EA	$ 1,500.00	$ 46,500.00
22	Permit Fees	1	LS	$ 1,250.00	$ 1,250.00
23	Maint Bond	1	LS	$ 7,000.00	$ 7,000.00
24	Site Facilities	1	LS	$ 750.00	$ 750.00
	TOTAL Hardscape				**$ 776,517.25**

Public	**$ 317,318.25**
Private	**$ 459,199.00**

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

	Description (Landscape)	Quantity	Unit	Unit Price	Total
1	Fine Grading	1	LS	$ 5,253.12	$ 5,253.12
2	Soil Prep	1	LS	$ 11,478.04	$ 11,478.04
3	Misc Materials	1	LS	$ 9,911.70	$ 9,911.70
4	3" caliper Live Oak	34	EA	$ 332.50	$ 11,305.00
5	3" caliper Shumard Oak	13	EA	$ 332.50	$ 4,322.50
6	3" caliper Cedar Elm	26	EA	$ 332.50	$ 8,645.00
7	3" Caliper Bald Cypress	5	EA	$ 332.50	$ 1,662.50
8	3" Caliper Chinese Pistache	6	EA	$ 332.50	$ 1,995.00
9	2" Caliper Chaste Tree	5	EA	$ 213.84	$ 1,069.20
10	2" Caliper Crape Myrtle	3	EA	$ 213.84	$ 641.52
11	7 gallon Abelia	9	EA	$ 54.70	$ 492.30
12	7 gallong Purple Diamond Loropetalum	31	EA	$ 54.70	$ 1,695.70
13	3 gallon Upright Rosemary	58	EA	$ 19.97	$ 1,158.26
14	3 gallon Dallas Bllue Swithgrass	11	EA	$ 19.97	$ 219.67
15	3 gallon Russian Sage	102	EA	$ 19.97	$ 2,036.94
16	3 gallon Ligustrum	55	EA	$ 19.97	$ 1,098.35
17	1 gallon Lavendar Cotton	33	EA	$ 9.05	$ 298.65
18	1 gallon Little Bunny Dwarf	226	EA	$ 9.05	$ 2,045.30
19	1 gallon Weeping Love Grass	88	EA	$ 9.05	$ 796.40
20	4" Pot Annual Color	420	EA	$ 2.14	$ 898.80
21	Common Bermuda	262,660	SF	$ 0.42	$ 110,317.20
22	3" Decomposed Red Granite	110	SF	$ 2.76	$ 303.60
23	Oklahoma Moss Rock Boulders	2	TON	$ 357.50	$ 536.25
24	Irrigation System (Complete)	1	LS	$ 224,612.00	$ 224,612.00
	TOTAL Landscape				**$ 402,793.00**

Public	**$ 100,698.25**
Private	**$ 302,094.75**

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

	Description (EROSION CONTROL)	Quantity	Unit	Unit Price	Total
1	Construction Entrance	1	EA	$ 2,000.00	$ 2,000.00
2	Wire-reinf Silt Fence	2,500	LF	$ 1.55	$ 3,875.00
3	Rock Check Dam	1	EA	$ 950.00	$ 950.00
4	Z-Panel Inlet Protection	32	EA	$ 155.00	$ 4,960.00
5	8' Curlex	23,540	LF	$ 1.40	$ 32,956.00
6	Seed & Harrow	42	AC	$ 310.00	$ 13,020.00
7	Curlex Matting (Pond Slopes)	12,902	LF	$ 1.53	$ 19,740.06
8	Maint Budget	287	LT	$ 75.00	$ 21,525.00
9	Tax	1	LS	$ 8,169.65	$ 8,169.65
	TOTAL Erosion Control				**$ 107,195.71**

Public	**$ 10,719.57**
Private	**$ 96,476.14**

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

APPENDIX C
LEGAL DESCRIPTION

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

CELINA HILLS
PID DESCRIPTION
CELINA, COLLIN COUNTY, TEXAS
METES-AND-BOUNDS DESCRIPTION

BEING a tract of land situated in the M. Wilhite Surveys, Abstract Numbers 1008 and 1009, City of Celina, Collin County, Texas, being part of the tract described in the deed to WESTGATE 115 INVESTORS, L.P., recorded in Document Number 20130621000869270, Official Public Records, Collin County, Texas, the subject tract being more particularly described as follows (bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1988 (NAD '88), description is based on recorded documents, limited field survey work was performed. This description for use in zoning/PID application only, is preliminary, and shall not be used, viewed or relied upon as a final survey document):

COMMENCING at a 1/2 inch rebar found within an asphalt roadway at the northwest corner of the tract described in the deed to Celina Coit 49 Partners, LTD, recorded under Document Number 20120612000700130, Official Public Records, Collin County, Texas;

THENCE with the west line of said Celina Coit 49 Partners, LTD. Tract, SOUTH 00 degrees 39 minutes 49 seconds EAST, a distance of 995.29 feet to the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE with the west line of said Celina Coit 49 Partners tract, SOUTH 00 degrees 39 minutes 49 seconds EAST, a distance of 715.01 feet to the southwest corner of said Celina Coit 49 Partners tract, from which a PK nail found bears SOUTH 17 degrees EAST, 4.25 feet;

THENCE with the east line of said Westgate 115 Investors tract, SOUTH 00 degrees 49 minutes 45 seconds EAST, a distance of 646.21 feet;

THENCE through the interior of said Westgate 115 Investors tract, the following calls:

1. SOUTH 89 degrees 12 minutes 21 seconds WEST, a distance of 542.27 feet;
2. SOUTH 00 degrees 47 minutes 39 seconds EAST, a distance of 426.50 feet;
3. NORTH 89 degrees 12 minutes 21 seconds EAST, a distance of 542.53 feet to the east line of said Westgate 115 Investors tract;

THENCE with the perimeter and to the corners of said Westgate 115 Investors tract, the following calls:

1. SOUTH 00 degrees 49 minutes 45 seconds EAST, a distance of 841.82 feet;
2. SOUTH 88 degrees 12 minutes 25 seconds WEST, a distance of 1308.94 feet;
3. SOUTH 89 degrees 09 minutes 05 seconds WEST, a distance of 70.31 feet;
4. NORTH 00 degrees 55 minutes 30 seconds WEST, a distance of 2742.88 feet;

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

CELINA HILLS
PID DESCRIPTION
CELINA, COLLIN COUNTY, TEXAS
METES-AND-BOUNDS DESCRIPTION

THENCE through the interior of said Westgate 115 Investors tract, NORTH 89 degrees 12 minutes 21 seconds EAST, a distance of 926.34 feet;

THENCE through the interior of said Westgate 115 Investors tract, SOUTH 79 degrees 39 minutes 26 seconds EAST, a distance of 468.26 feet, returning to the **POINT OF BEGINNING** and enclosing 80.870 acres (3,522,695 square feet) of land, more or less.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Celina Hills - Pre-SAP)



Attachment: Draft Resolution (Celina Hills - Pre-SAP)

CASTILLO, ARMANDO 2/4/2022 11:15 AM
K:\DAL_CIVIL\064537506-CELINA HILLS\CAD\EXHIBITS\PLANSHEETS\20220201_PID_OPEN SPACE AND PUBLIC TRAILS.DWG
2/4/2022 11:13 AM

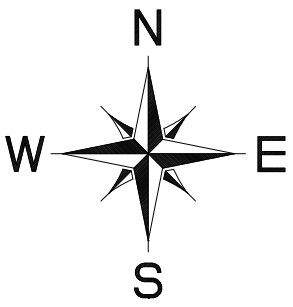
Celina Hills

PID Exhibits - Open Space and Public Trails
Celina Hills, Texas
February 2022

PLOTTED BY
DWG NAME
LAST SAVED

Kimley»Horn
13455 Noel Road
Suite 700
Dallas, Texas 75240
(972)770-1300

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



0 250' 500'

GRAPHIC SCALE 250'

COIT ROAD

PUNK CARTER PARKWAY

SS

SS

CASTILLO, ARMANDO 2/4/2022 10:16 AM
K:\DAL_CIVIL\064537506-CELINA HILLS\CAD\EXHIBITS\PLANSHEETS\20220201_PID_PAVEMENT.DWG
2/4/2022 10:15 AM

PLOTTED BY
DWG NAME
LAST SAVED

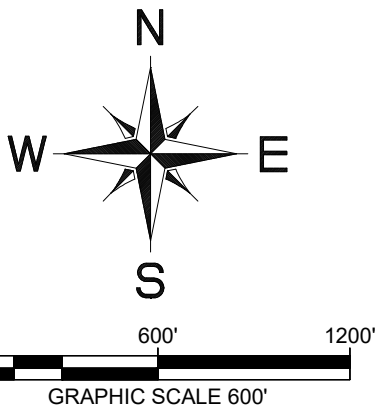
Celina Hills

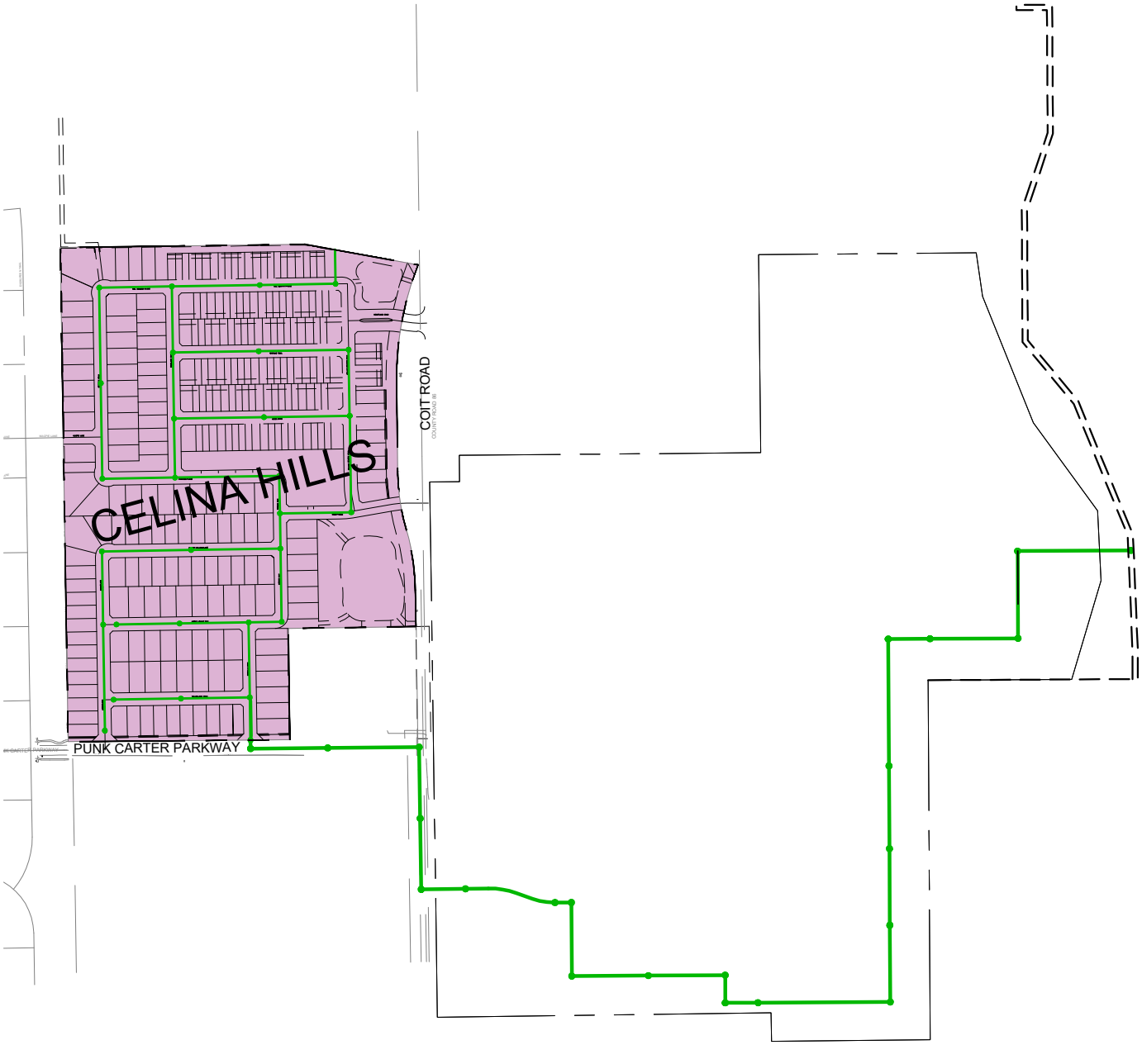
PID Exhibits - Pavement Extents
Celina Hills, Texas
February 2022

Kimley»Horn
13455 Noel Road
Suite 700
Dallas, Texas 75240
(972)770-1300

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)





HERNANDEZ, CHRISTOPHER 2/4/2022 11:48 AM
K:\DAL_CIVIL\064537506-CELINA HILLS\CAD\EXHIBITS\PLANSHEETS\20220201_PID_SANITARY SEWER.DWG
2/4/2022 11:30 AM

PLOTTED BY
DWG NAME
LAST SAVED

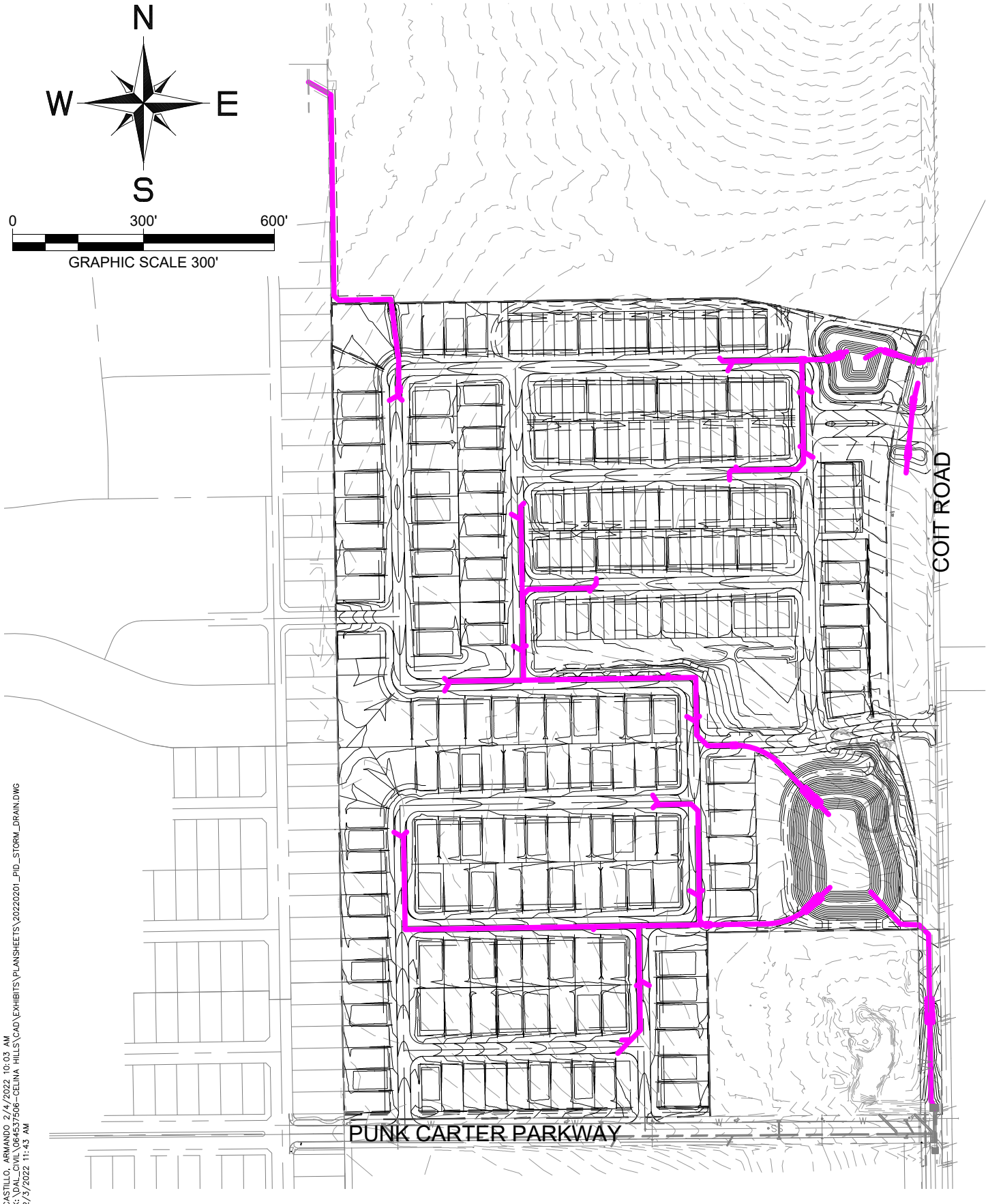
Celina Hills

PID Exhibits - Sanitary Sewer
Celina Hills, Texas
February 2022

Kimley»Horn
13455 Noel Road
Suite 700
Dallas, Texas 75240
(972)770-1300

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)



Attachment: Draft Resolution (Celina Hills - Pre-SAP)

CASTILLO, ARMANDO 2/4/2022 10:03 AM
K:\DAL_CIVIL\064537506-CELINA HILLS\CAD\EXHIBITS\PLANSHEETS\20220201_PID_STORM_DRAIN.DWG
2/3/2022 11:43 AM

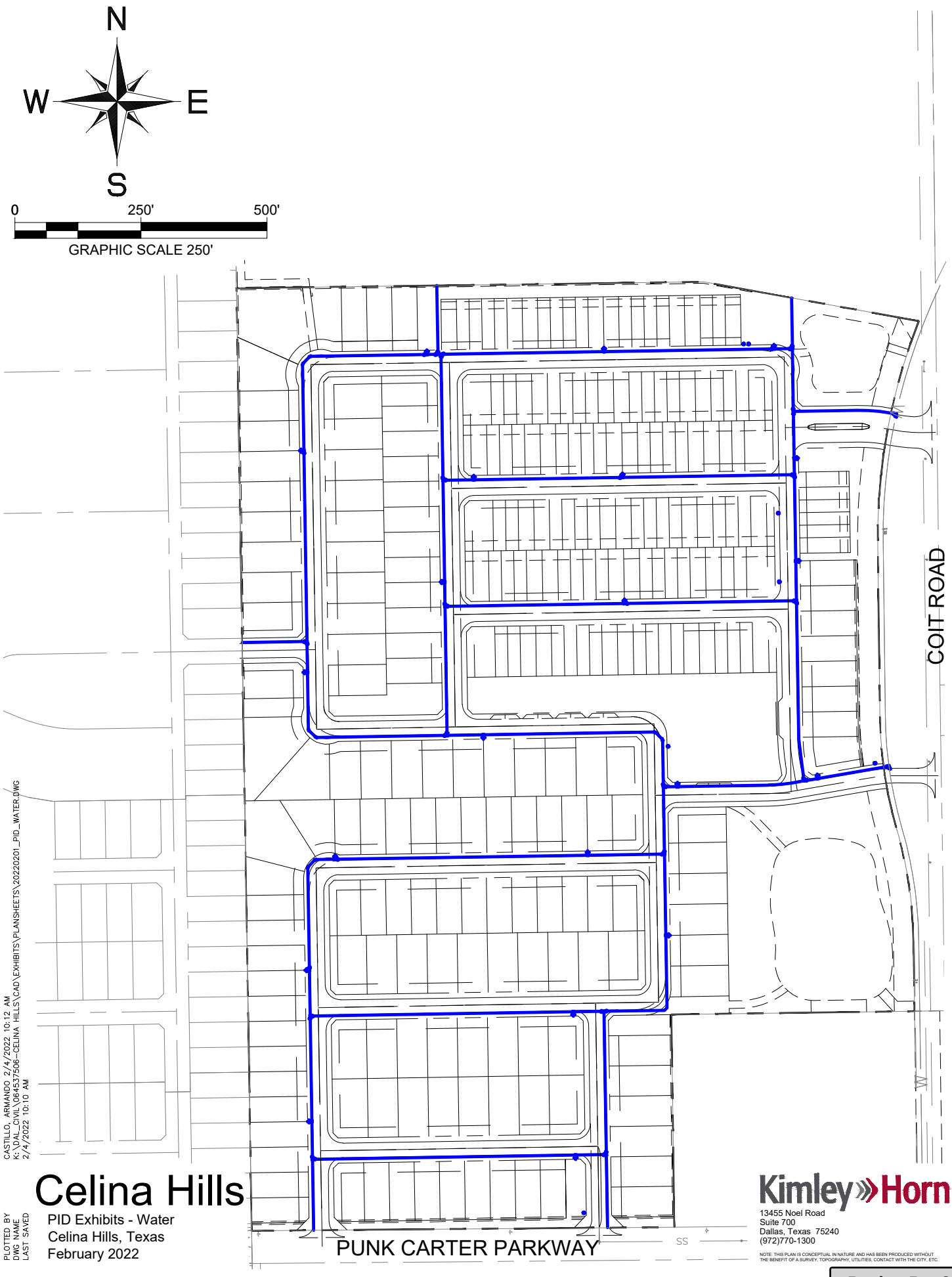
PLOTTED BY
DWG NAME
LAST SAVED

Celina Hills

PID Exhibits - Storm Drain
Celina Hills, Texas
February 2022

Kimley»Horn
13455 Noel Road
Suite 700
Dallas, Texas 75240
(972)770-1300

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



Celina Hills

PID Exhibits - Water
Celina Hills, Texas
February 2022

PLOTTED BY
DWG NAME
LAST SAVED
CASTILLO, ARMANDO 2/4/2022 10:12 AM
K:\DAL_CIVIL\064537506-CELINA HILLS\CAD\EXHIBITS\PLANSHEETS\20220201_PID_WATER.DWG
2/4/2022 10:10 AM

Kimley»Horn
13455 Noel Road
Suite 700
Dallas, Texas 75240
(972)770-1300

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

APPENDIX E
HOMEBUYER DISCLOSURE

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Celina Hills Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

"Lot Type 3" means lots identified as Townhomes on the Assessment Roll, being generally lots for an attached single family dwelling unit on individually platted lots.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
Lot Type 1 (60 Ft)	71	Units
Lot Type 2 (50 Ft)	73	Units
Lot Type 3 (Townhome)	133	Units
Total	**277**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV, for purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed with the PID Bonds shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Plan, the City Council has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft lots, 50 Ft lots, Townhomes, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 3

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

(Townhome) representing the lowest value for residential lots are set forth in Table F-2. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table F-2
Equivalent Unit Factors

Lot Type	Estimated Average Value	Equivalent Unit Factor	
Lot Type 1 (60 Ft)	$465,000	1.00	Per dwelling unit
Lot Type 2 (50 Ft)	$398,000	0.86	Per dwelling unit
Lot Type 3 (Townhome)	$295,000	0.63	Per dwelling unit

The total Equivalent Units for the PID are shown in Table F-3 as calculated based on the Equivalent Unit factors shown in Table F-2, estimated Lot Types and number of units estimated to be built within the PID.

Table F-3
Equivalent Units- PID

Description	Planned No. of Units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	71	1.00	71.00
Lot Type 2 (50 Ft)	73	0.86	62.78
Lot Type 3 (Townhome)	133	0.63	83.79
Total	**277**		**217.57**

C) Allocation of Assessments to Lots within the PID

The total amount of the PID Bonds, which represents the total Assessment to be allocated on all Parcels within the PID, is $7,535,000. As shown in Table F-3, there are a total of 217.57 Equivalent Units, resulting in an Assessment per Equivalent Unit of $34,632.53 (i.e., $7,535,000 ÷ 217.57 = $34,632.53).

Table F-4 sets forth the Assessment per dwelling unit within the PID.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

Table F-4
Assessment Per Unit – PID

Description	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	71	$34,632.53	1.00	$34,632.53	Per dwelling unit	$2,458,910
Lot Type 2 (50 Ft)	73	$34,632.53	0.86	$29,783.98	Per dwelling unit	$2,174,230
Lot Type 3 (Townhome)	133	$34,632.53	0.63	$21,818.50	Per dwelling unit	$2,901,860
Total	**277**					**$7,535,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-5.

Table F-5
Projected Leverage – PID

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	71	$114,000	$465,000	$34,632.53	3.29	13.43
Lot Type 2 (50 Ft)	73	$95,000	$398,000	$29,783.98	3.19	13.36
Lot Type 3 (Townhome)	133	$70,000	$295,000	$21,818.50	3.21	13.52

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-6.

Table F-6
Estimated Tax Rate Equivalent per unit – PID

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (60 Ft)	71	$114,000	$465,000	$2,679.44	$2.3504	$0.5762
Lot Type 2 (50 Ft)	73	$95,000	$398,000	$2,304.32	$2.4256	$0.5790
Lot Type 3 (Townhome)	133	$70,000	$295,000	$1,688.05	$2.4115	$0.5722

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

APPENDIX G
PROPOSED ASSESSMENT ROLL

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

Appendix G-1
Proposed Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**217.57**
Assessment	**$7,535,000**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
2022	$0	$110,932	$0	$0	($110,932)	$0
2023	$120,000	$376,750	$45,900	$37,675	$0	$580,325
2024	$125,000	$370,750	$46,818	$37,075	$0	$579,643
2025	$135,000	$364,500	$47,754	$36,450	$0	$583,704
2026	$140,000	$357,750	$48,709	$35,775	$0	$582,234
2027	$145,000	$350,750	$49,684	$35,075	$0	$580,509
2028	$155,000	$343,500	$50,677	$34,350	$0	$583,527
2029	$160,000	$335,750	$51,691	$33,575	$0	$581,016
2030	$170,000	$327,750	$52,725	$32,775	$0	$583,250
2031	$180,000	$319,250	$53,779	$31,925	$0	$584,954
2032	$190,000	$310,250	$54,855	$31,025	$0	$586,130
2033	$195,000	$300,750	$55,952	$30,075	$0	$581,777
2034	$205,000	$291,000	$57,071	$29,100	$0	$582,171
2035	$220,000	$280,750	$58,212	$28,075	$0	$587,037
2036	$230,000	$269,750	$59,377	$26,975	$0	$586,102
2037	$240,000	$258,250	$60,564	$25,825	$0	$584,639
2038	$250,000	$246,250	$61,775	$24,625	$0	$582,650
2039	$265,000	$233,750	$63,011	$23,375	$0	$585,136
2040	$280,000	$220,500	$64,271	$22,050	$0	$586,821
2041	$290,000	$206,500	$65,557	$20,650	$0	$582,707
2042	$305,000	$192,000	$66,868	$19,200	$0	$583,068
2043	$320,000	$176,750	$68,205	$17,675	$0	$582,630
2044	$335,000	$160,750	$69,569	$16,075	$0	$581,394
2045	$355,000	$144,000	$70,960	$14,400	$0	$584,360
2046	$370,000	$126,250	$72,380	$12,625	$0	$581,255
2047	$390,000	$107,750	$73,827	$10,775	$0	$582,352
2048	$410,000	$88,250	$75,304	$8,825	$0	$582,379
2049	$430,000	$67,750	$76,810	$6,775	$0	$581,335
2050	$450,000	$46,250	$78,346	$4,625	$0	$579,221
2051	$475,000	$23,750	$79,913	$2,375	$0	$581,038
Total	**$7,535,000**	**$7,008,932**	**$1,780,564**	**$689,800**	**($110,932)**	**$16,903,364**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2] Interest is calculated using an estimated interest rate of 5.00% and will be updated at the time of bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

Appendix G-2
Proposed Assessment Roll by Lot Type

Parcel	**Lot Type 1 (60 Ft)**
Equivalent Units	**1.00**
Assessment	**$34,633**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
2022	$0	$510	$0	$0	($510)	$0
2023	$552	$1,732	$211	$173	$0	$2,667
2024	$575	$1,704	$215	$170	$0	$2,664
2025	$620	$1,675	$219	$168	$0	$2,683
2026	$643	$1,644	$224	$164	$0	$2,676
2027	$666	$1,612	$228	$161	$0	$2,668
2028	$712	$1,579	$233	$158	$0	$2,682
2029	$735	$1,543	$238	$154	$0	$2,670
2030	$781	$1,506	$242	$151	$0	$2,681
2031	$827	$1,467	$247	$147	$0	$2,689
2032	$873	$1,426	$252	$143	$0	$2,694
2033	$896	$1,382	$257	$138	$0	$2,674
2034	$942	$1,338	$262	$134	$0	$2,676
2035	$1,011	$1,290	$268	$129	$0	$2,698
2036	$1,057	$1,240	$273	$124	$0	$2,694
2037	$1,103	$1,187	$278	$119	$0	$2,687
2038	$1,149	$1,132	$284	$113	$0	$2,678
2039	$1,218	$1,074	$290	$107	$0	$2,689
2040	$1,287	$1,013	$295	$101	$0	$2,697
2041	$1,333	$949	$301	$95	$0	$2,678
2042	$1,402	$882	$307	$88	$0	$2,680
2043	$1,471	$812	$313	$81	$0	$2,678
2044	$1,540	$739	$320	$74	$0	$2,672
2045	$1,632	$662	$326	$66	$0	$2,686
2046	$1,701	$580	$333	$58	$0	$2,672
2047	$1,793	$495	$339	$50	$0	$2,677
2048	$1,884	$406	$346	$41	$0	$2,677
2049	$1,976	$311	$353	$31	$0	$2,672
2050	$2,068	$213	$360	$21	$0	$2,662
2051	$2,183	$109	$367	$11	$0	$2,671
Total	**$34,633**	**$32,215**	**$8,184**	**$3,170**	**($510)**	**$77,692**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2] Interest is calculated using an estimated interest rate of 5.00% and will be updated at the time of bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

Appendix G-3
Proposed Assessment Roll by Lot Type

Parcel	**Lot Type 2 (50 Ft)**
Equivalent Units	**0.86**
Assessment	**$29,784**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
2022	$0	$438	$0	$0	($438)	$0
2023	$474	$1,489	$181	$149	$0	$2,294
2024	$494	$1,465	$185	$147	$0	$2,291
2025	$534	$1,441	$189	$144	$0	$2,307
2026	$553	$1,414	$193	$141	$0	$2,301
2027	$573	$1,386	$196	$139	$0	$2,295
2028	$613	$1,358	$200	$136	$0	$2,307
2029	$632	$1,327	$204	$133	$0	$2,297
2030	$672	$1,296	$208	$130	$0	$2,305
2031	$711	$1,262	$213	$126	$0	$2,312
2032	$751	$1,226	$217	$123	$0	$2,317
2033	$771	$1,189	$221	$119	$0	$2,300
2034	$810	$1,150	$226	$115	$0	$2,301
2035	$870	$1,110	$230	$111	$0	$2,320
2036	$909	$1,066	$235	$107	$0	$2,317
2037	$949	$1,021	$239	$102	$0	$2,311
2038	$988	$973	$244	$97	$0	$2,303
2039	$1,047	$924	$249	$92	$0	$2,313
2040	$1,107	$872	$254	$87	$0	$2,320
2041	$1,146	$816	$259	$82	$0	$2,303
2042	$1,206	$759	$264	$76	$0	$2,305
2043	$1,265	$699	$270	$70	$0	$2,303
2044	$1,324	$635	$275	$64	$0	$2,298
2045	$1,403	$569	$280	$57	$0	$2,310
2046	$1,463	$499	$286	$50	$0	$2,298
2047	$1,542	$426	$292	$43	$0	$2,302
2048	$1,621	$349	$298	$35	$0	$2,302
2049	$1,700	$268	$304	$27	$0	$2,298
2050	$1,779	$183	$310	$18	$0	$2,290
2051	$1,878	$94	$316	$9	$0	$2,297
Total	**$29,784**	**$27,705**	**$7,038**	**$2,727**	**($438)**	**$66,815**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2] Interest is calculated using an estimated interest rate of 5.00% and will be updated at the time of bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

Appendix G-4
Proposed Assessment Roll by Lot Type

Parcel	**Lot Type 3 (Townhome)**
Equivalent Units	**0.63**
Assessment	**$21,818**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Capitalized Interest	Total Annual Installment
2022	$0	$321	$0	$0	($321)	$0
2023	$347	$1,091	$133	$109	$0	$1,680
2024	$362	$1,074	$136	$107	$0	$1,678
2025	$391	$1,055	$138	$106	$0	$1,690
2026	$405	$1,036	$141	$104	$0	$1,686
2027	$420	$1,016	$144	$102	$0	$1,681
2028	$449	$995	$147	$99	$0	$1,690
2029	$463	$972	$150	$97	$0	$1,682
2030	$492	$949	$153	$95	$0	$1,689
2031	$521	$924	$156	$92	$0	$1,694
2032	$550	$898	$159	$90	$0	$1,697
2033	$565	$871	$162	$87	$0	$1,685
2034	$594	$843	$165	$84	$0	$1,686
2035	$637	$813	$169	$81	$0	$1,700
2036	$666	$781	$172	$78	$0	$1,697
2037	$695	$748	$175	$75	$0	$1,693
2038	$724	$713	$179	$71	$0	$1,687
2039	$767	$677	$182	$68	$0	$1,694
2040	$811	$638	$186	$64	$0	$1,699
2041	$840	$598	$190	$60	$0	$1,687
2042	$883	$556	$194	$56	$0	$1,688
2043	$927	$512	$197	$51	$0	$1,687
2044	$970	$465	$201	$47	$0	$1,683
2045	$1,028	$417	$205	$42	$0	$1,692
2046	$1,071	$366	$210	$37	$0	$1,683
2047	$1,129	$312	$214	$31	$0	$1,686
2048	$1,187	$256	$218	$26	$0	$1,686
2049	$1,245	$196	$222	$20	$0	$1,683
2050	$1,303	$134	$227	$13	$0	$1,677
2051	$1,375	$69	$231	$7	$0	$1,682
Total	**$21,818**	**$20,295**	**$5,156**	**$1,997**	**($321)**	**$48,946**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2] Interest is calculated using an estimated interest rate of 5.00% and will be updated at the time of bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on April 12, 2022, at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Celina Hills Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed improvements to be undertaken at this time (the "Authorized Improvements") include (i) roadway improvements; storm drainage improvements; water improvements; landscaping and open space improvements; and sanitary sewer improvements; and other similar improvement projects; (ii) payments of expenses incurred in the establishment, administration, and operation of the District; and (iii) payment of expenses associated with financing such public improvement projects which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property within the District.

The total costs of the Authorized Improvements, including administrative costs and the costs of issuing bonds, is approximately $6,203,192.

The boundaries of the District include approximately 80.87 acres of land generally located in the area south of CR 88 (Choate Parkway) and west of Coit Road, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

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

A copy of the proposed Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within the District that benefits from the Authorized Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Attachment: Draft Resolution (Celina Hills - Pre-SAP)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: Shades of Green - Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 4.8 acres within the Extraterritorial Jurisdiction, generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane. (Shades of Green – Annexation Service Agreement) (McAfee)

Applicant:
Shades of Green, Inc.
7401 Coit Road
Frisco, TX 75035

Background Information:
This item is for the annexation service agreement for Shades of Green, a plant nursery and garden center to be developed on approximately 10 acres. The property is located both within the City Limits and the Extraterritorial Jurisdiction (ETJ). Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

OUSLEY BLVD

E SUNSET BLVD

OLD GLENDENNING RD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Shades of Green Annexation Location Map

City of Celina

1/26/2022

N W E S

0 375 750 Feet

Attachment: Location Map (Shades of Green – Annexation Service Agreement)

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Attachment: Annexation Service Agreement (Shades of Green – Annexation Service Agreement)

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

Attachment: Annexation Service Agreement (Shades of Green – Annexation Service Agreement)

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

Attachment: Annexation Service Agreement (Shades of Green – Annexation Service Agreement)

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

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

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

Attachment: Annexation Service Agreement (Shades of Green – Annexation Service Agreement)

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

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

N) AMENDMENTS

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

Entered into this ____ day of _____, 2022.

CITY OF CELINA

By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

OWNER: BRILLO VERDE

By: _____
Name: Mary McCauley
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (Shades of Green – Annexation Service Agreement)

Exhibit A
Legal Description

TRACT 1

Being a 4.80 acre tract of land out of the Collin County School Land Survey, Abstract Number 167, situated in Collin County, Texas, and being all of a called Tract I - 4.80 acre tract of land conveyed to Warren A. Fortenberry and wife, Amy S. Fortenberry by deed of record in Document Number 20170510000602480 of the Official Public Records of Collin County, Texas.

Attachment: Annexation Service Agreement (Shades of Green – Annexation Service Agreement)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: Budget Amendment FY2021-2022

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

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

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-

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

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

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

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

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

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

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

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

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

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

Attachment: 2022-xx Amend Budget Ordinance March 15, 2022 (FY2022 Budget Amendment March 2022)

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

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

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

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

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 15th day of March 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Deputy City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2022-xx Amend Budget Ordinance March 15, 2022 (FY2022 Budget Amendment March 2022)

Exhibit A

Meeting date: March 15, 2022
FY2022 Budget Amendment Detail

Budget Change # _____

Account #	Account Name	Description	Adjustment
113-110-000-6840	CAPITAL - VEHICLE	FY2021 Capital Vehicle purchases that were ordered not received until FY2022	42,785
113-112-000-6840	CAPITAL - VEHICLE	FY2021 Capital Vehicle purchases that were ordered not received until FY2022	184,572
113-31-3050	FUND BALANCE	VERF Fund Balance	(227,357)
215-103-000-6200	CONTRACT SVS - TECHNOLOGY	Data Cloud Storage/Backup	225,000
215-400-000-4501	FEDERAL GRANTS	Funds received from American Rescue Plan Act -- Coronavirus Local Fiscal Recovery Fund (CLFRF)	(225,000)

Description
Budget Amendment Ordinance

Created By	Date			
Robin Bromiley		3/15/2022	Yes	No
Reviewed By	Date		Request Approval by Council	
Entered By	Date		Date	

Attachment: 2022-xx Amend Budget Ordinance March 15, 2022 (FY2022 Budget Amendment March 2022)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Barbara Sprinkle, Purchasing
CC: Karla Stovall, Assistant City Manager
Date: March 15, 2022
Re: IT Hardware and Storage.

Action Requested:
Consider and act to purchase hardware and cloud storage services through a cooperative contract with DIR and Freeit Data Solutions in an amount not to exceed $215,778.39. (Berry)

Background Information:
Staff requests authorization to purchase hardware for on premise and a cloud based storage back up solution from Rubrik. The IT retailer is Freeit Data Solutions. This solution will be used to back up all City data including SCADA and Public Safety data, except WatchGuard video. Once data is transferred, no external or internal operation can modify the data. The data is immune to ransomware as it cannot be overwritten. This software is recommended by the IT Director. The fee is a one time cost for a period of five years.

The purchase will be made through the following cooperative agreement.

- State of Texas, Department of Information Resources
- Contract #: DIR-CPO-4696

The City maintains an executed Interlocal Agreement with above the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at he issuance of a purchase order.

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase as recommended.

Freeit™
DATA SOLUTIONS

Contract No: DIR-CPO-4696
TAX ID#: 27-220900?
Term: NET 3
FOB: Destinatio

City of Celina
Alden Gleason
142 N Ohio St
Celina, TX 75009
Ph: (469) 406-6398
agleason@celina-tx.gov

Quote Number: 10704195
Quote Date: 1/27/2022
Expiration Date: 2/26/2022

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spink
(512) 818-9650 Leslie@freeitdata.cor

Qty	Part Number	Description	Unit Price	Ext Price
Rubrik 6410S - 5yr Term				
Hardware/Software				
1	RBK-R6410S-HW-01	R6410S APPL 4NODE 120TB PERP	$22,543.68	$22,543.68
2	RBK-F3M-CBL-01	FIBER OPTIC OM3 LC/LC CABLE 3M CABL	$94.76	$189.52
2	RBK-SFP-TSR-01	10G/1G DUAL RATE SFP+ TRANSCEIVCPNT	$653.84	$1,307.68
1	RBK-GO-EE-R6410	RUBRIK GO ENTERPRISE CLDS EDITION FOR R6410 INCL RCD	$177,088.63	$177,088.63
		Subscription Period Duration: 60 Months		
Support				
1	RBK-SVC-PREM-HW	PREMIUM SUP FOR HW P SVCS	$14,648.88	$14,648.88
		Support Period Duration: 60 Months		

List Total:	$602,126.7
DIR Discounted Total:	$542,880.5
Shipping and Tax not applicable:	$0.0
Additional Discount:	($327,102.17
Grand Total:	$215,778.3

Customer Signature of Acceptance **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the terms and conditions and RMA policy located at www.freeitdata.com/policies and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Attachment: 10704195 Celina - Rubrik r6410s 5yr - 20220127 (002) (Cloud Storage)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Lauren Field,
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: May General and Special Elections Contracts

Action Requested:
Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Collin County Elections Administrator, and political subdivisions of 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. (Field)

Background Information:
The May 7th General and Special Elections will require voting equipment and related services to be provided by Collin and Denton County Elections Administrators.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
Estimated costs will be available once all of the voting locations and number of entities participating have been finalized.

Legal Review:
The City Attorney has reviewed these contracts.

Supporting Documents:
Contracts attached.

Staff Recommendation:
Staff recommends approval.

JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND THE BELOW LISTED POLITICAL SUBDIVISIONS
("Participating Political Subdivisions")

CITY OF ALLEN
CITY OF ANNA
CITY OF BLUE RIDGE
CITY OF CARROLLTON
CITY OF CELINA
CITY OF FAIRVIEW
CITY OF FARMERSVILLE
CITY OF FRISCO
CITY OF GARLAND
CITY OF LUCAS
CITY OF MELISSA
CITY OF MURPHY
CITY OF NEVADA
TOWN OF NEW HOPE
CITY OF PARKER
CITY OF PROSPER
CITY OF SACHSE
TOWN OF SAINT PAUL
CITY OF WYLIE
ALLEN INDEPENDENT SCHOOL DISTRICT
ANNA INDEPENDENT SCHOOL DISTRICT
CELINA INDEPENDENT SCHOOL DISTRICT
COMMUNITY INDEPENDENT SCHOOL DISTRICT
FRISCO INDEPENDENT SCHOOL DISTRICT
LOVEJOY INDEPENDENT SCHOOL DISTRICT
MELISSA INDEPENDENT SCHOOL DISTRICT
PROSPER INDEPENDENT SCHOOL DISTRICT
ROCKWALL INDEPENDENT SCHOOL DISTRICT
WHITEWRIGHT INDEPENDENT SCHOOL DISTRICT
COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 5
MCKINNEY MUNICIPAL UTILITY DISTIRCT NO. 1
MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 2
BEAR CREEK SPECIAL UTILITY DISTRICT
NORTH COLLIN SPECIAL UTILITY DISTRICT
SEIS LEGOS SPECIAL UTILITY DISTRICT
WESTMINSTER SPECIAL UTILITY DISTRICT

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 7, 2022

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

Attachment: Contract for Election Services - Collin County (Election Contracts)

1) ADMINISTRATION AND STATUTORY AUTHORITY

a) Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authorities of the Participating Political Subdivision.

b) The contracting authorities of the Participating Political Subdivisions listed on the cover page of this Election Services Contract are hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 7, 2022, under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election") and are hereby contracting with the Elections Administrator of Collin County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2) DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER

a) The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

i) The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County website.

ii) The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.

iii) The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each Vote Center will use his/her discretion to determine when additional workers are needed during peak voting hours.

iv) The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.

(1) Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class). A training event calendar will be provided.

(2) Election judges shall be responsible for picking up and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be $25.00.

v) The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive $14.00 per hour, each alternate judge shall receive $13.00 per hour for, and each clerk shall receive $12.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.

b) The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

i) The Contracting Election Officer shall secure election kits, which include the legal documentation required to hold an election and all supplies.

ii) The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.

iii) The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.

iv) The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

Attachment: Contract for Election Services - Collin County (Election Contracts)

(1) Equipment includes the rental of ExpressVote Universal voting machines, ExpressTouch curbside voting machines, ADA compliant headphones and keypads, DS200 ballot counters, voting signs and election supply cabinets.

(2) Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.

3) The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
   a) The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
   b) The Contracting Election Officer shall select the Early Voting Polling Locations and arrange for the use of each.
   c) Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the early voting dates and times and at the locations listed in Exhibit "A" attached and incorporated by reference into this Election Services Contract.
   d) All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
      i) Applications for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
      ii) All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
   e) All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The Contracting Officer shall appoint the presiding judge of this Board.

4) The Contracting Election Officer shall select the Election Day Vote Centers and arrange for the use of each.
   a) The Participating Political Subdivisions shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers.
   b) The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this Election Services Contract.

5) The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Central Count Station Manager shall be Bruce Sherbet. The Central Count Station Judge shall be Kathi-Ann Rivard. The Tabulation Supervisor shall be Brian Greisbach.
   a) The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
   b) The Public Logic and Accuracy Test of the electronic voting system shall be conducted in accordance with Election Law. The Contracting Election Officer will post the required Notice of Logic and Accuracy testing.
   c) Election night reports will be available to the Participating Political Subdivisions at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with state law.
   d) The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the Participating Political Subdivisions as soon as possible after all returns have been tallied.
   e) The Contracting Election Officer shall be appointed the custodian of the voted ballots and shall retain all election materials for a period of 22 months.

Attachment: Contract for Election Services - Collin County (Election Contracts)

i) Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

f) The Contracting Election Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

6) DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

a) The Participating Political Subdivisions shall assume the following duties:

i) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. Each Participating Political Subdivision is required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.

ii) The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Tuesday, February 22, 2022.

iii) The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.

(1) The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 PM Monday, February 28, 2022, the official wording for the Participating Political Subdivision's May 7, 2022, Joint General and Special Election.

(2) The Participating Political Subdivisions shall approve the "blue line" ballot format within 24 hours of receiving the proof and prior to the final printing.

iv) The Participating Political Subdivisions shall share in the cost and compensate the Contracting Election Officer for all associated cost including any additional verified cost incurred in the process of running this election or for a manual count, this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

b) The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, April 1, 2022. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be made payable to the "Collin County Treasury" with a note "for election services" included with the check documentation and delivered to the Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071.

c) The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the participating Political Subdivision.

d) COST OF SERVICES. See Exhibits "C" and "D"

Attachment: Contract for Election Services - Collin County (Election Contracts)

f) GENERAL PROVISIONS

i) Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Participating Political Subdivision's May 7, 2022, Joint General and Special Election is to be filed, or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

ii) Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.

iii) A Participating Political Subdivision canceling their election pursuant to Section 2.053 of the Texas Election Code shall pay the Contracting Officer a contract preparation fee of $75.00 and will not be liable for any further costs incurred by the Contracting Officer.

iv) The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

Attachment: Contract for Election Services - Collin County (Election Contracts)

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as "participating authority or participating authorities" located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 7, 2022 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 7, 2022. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County's voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

Attachment: Joint Election Contract - Denton County (Election Contracts)

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

Attachment: Joint Election Contract - Denton County (Election Contracts)

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of $13 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat $40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of $25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or their designee, will receive an additional sum of $25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge ($15/hour), Alternate Judge ($14/ hour), Clerk ($13/ hour)

Election Day – Presiding Judge ($15/hour), Alternate Judge ($14/ hour), Clerk ($13/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

Attachment: Joint Election Contract - Denton County (Election Contracts)

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (April 4, 2022) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information must be in an sentence case format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

Attachment: Joint Election Contract - Denton County (Election Contracts)

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered, and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 7, 2022 election will be as follows:

Monday, April 25, 2022 through Saturday, April 30, 2022; 8am – 5pm
Sunday, May 1, 2022; 11am-5pm
Monday, May 2, 2022 through Tuesday, May 3, 2022; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

Attachment: Joint Election Contract - Denton County (Election Contracts)

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Presiding Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

Attachment: Joint Election Contract - Denton County (Election Contracts)

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 18, 2022, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

Attachment: Joint Election Contract - Denton County (Election Contracts)

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest number of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

Attachment: Joint Election Contract - Denton County (Election Contracts)

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of $400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, as addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator

Attachment: Joint Election Contract - Denton County (Election Contracts)

shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

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

6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

Attachment: Joint Election Contract - Denton County (Election Contracts)

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	$46.135
Voter Registration Clerk	$33.760 - $51.822
Technology Resources Coordinator	$59.547
Elections Technician	$42.000 - $45.530
Voter Registration Coordinator	$44.431
Training Coordinator	$55.650
Election Coordinator	$38.056

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 7, 2022 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

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Attachment: Joint Election Contract - Denton County (Election Contracts)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: March 15, 2022
Re: CMAR Public Works Service Center Improvements, Phase 1, GMP

Action Requested:
Consider and act to authorize the Contract and GMP for the Public Works Service Center Improvements, Phase 1 to Hill & Wilkinson General Contractors for a total amount of $991,308.00 plus ten percent contingency in the amount of $99,130.80 for a total amount not to exceed $1,090,438.80. (Berry)

Background Information:
On December 3, 2021, the City received responses to RFP 2022-0112 for Construction Manager at Risk (CMAR) Services to complete the Phase 1 renovations at the Public Works Service Center. The RFP invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred fifty-nine vendors were notified. One no-bids and five responses were received.

An initial review was conducted by Procurement to verify all required documents were completed and acceptable and reviewed financial information of each proposer. The results were sent to the evaluation committee for review. Staff reviewed the submittals and recommended Hill & Wilkinson General Contractors.

Alternatives:
Council may reject the award and direct staff.

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

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

Supporting Documents:
Agreement
Amendment 1
Evaluation Matrix

Staff Recommendation:
Authorize GMP for RFQ 2022-0112

CITY OF CELINA

CONSTRUCTION MANAGER AT RISK AGREEMENT

Attachment: CMAR Contract - Public Works Service Center Improvements Phase 1 (PW Building Improvements Phase 1 CMAR GMP)

This Agreement is made by and between the **City of Celina, Texas,** a home rule municipality (Owner) and Hill & Wilkinson General Contractors ("Contractor" or "Construction Manager"), to provide construction services to the City of Celina, Texas. This Agreement is effective on March 15, 2022, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain professional construction and construction manager services from Contractor for the Public Works Service Center Improvements, Phase 1 project ("Project"); and

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

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

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

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

1. This Agreement;
2. The Standard General Conditions of the Construction Contract, EJCDC C-700, 2018 ed.;
3. Supplementary Conditions to EJCDC C-700, Standard General Conditions of the Construction Contract;
4. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
5. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
6. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project;
7. Other documents that form part of the Contract Documents:
    a. Contractor's Qualification Statement;
    b. Advertisement for Bids;
    c. Instruction to Bidders;
    d. Bid form;
    e. Contractor's Response to RFP 2022-0112; and
8. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

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

better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

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

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

Contact Name & Address

1. Contractor's Representative:

Contact:
Address:
Phone #:
Email:

2. Owner's Representative:

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

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

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

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

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

ARTICLE 3. SCOPE OF SERVICES

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

ARTICLE 4. CONTRACTOR'S LIABILITY

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

Attachment: CMAR Contract - Public Works Service Center Improvements Phase 1 (PW Building Improvements Phase 1 CMAR GMP)

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement, or fail to diligently provide construction manager at risk construction services as specified in the Contract Documents, in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under this Agreement. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "confidential information" means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term "confidential information" shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES

Attachment: CMAR Contract - Public Works Service Center Improvements Phase 1 (PW Building Improvements Phase 1 CMAR GMP)

OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.

E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' prior written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' prior written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Attachment: CMAR Contract - Public Works Service Center Improvements Phase 1 (PW Building Improvements Phase 1 CMAR GMP)

D. The Owner may terminate this Agreement upon not less than thirty (30) days' prior written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Contract Price.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement insurance as listed in Exhibit 1. The Contractor shall furnish to the Owner certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable requirements as listed in Exhibit 1.

Attachment: CMAR Contract - Public Works Service Center Improvements Phase 1 (PW Building Improvements Phase 1 CMAR GMP)

ARTICLE 10. MISCELLANEOUS

A. Choice of Law

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Collin County, Texas.

B. Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

C. Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner: City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009

If to Contractor: _____
_____
_____
_____

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

D. Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

E. Retainage

As is set forth in the Contract Documents, retainage shall be withheld and may be paid to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage

Attachment: CMAR Contract - Public Works Service Center Improvements Phase 1 (PW Building Improvements Phase 1 CMAR GMP)

not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment. This Subsection E shall comply with and shall be construed in accordance with S.B. 692 enacted by the 87th Texas Legislature in 2021.

F. No Respondeat Superior

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

G. Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

H. Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

I. Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

J. No Third-Party Beneficiary Created

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

K. Signatures

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

IN WITNESS WHEREOF, the parties execute this Agreement below:

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	_____
Jason Laumer, City Manager	Signature
Date: _____	_____
	Printed Name & Title
	Date: _____

Attachment: CMAR Contract - Public Works Service Center Improvements Phase 1 (PW Building Improvements Phase 1 CMAR GMP)

Supplier Scoring Summary

2022-0112 - CMAR - Public Works Building Improvements Phase 1 - Round 1 - CMAR PW Building Phase 1

Supplier	Rank	Score	Miscellaneous	Engineering														
		100	Reference 10	Project Experience 5	Experience with Similar Projects 5	Experience - Generator 5	Experience - HVAC 5	Experience - Septic 5	Experience - A/V 5	Experience - Modifications 10	Experience - Modifications 10	Experience - Modifications 10	Qualifications 5	Qualifications 5	Fee - Pre-Construction 5	Fee - Construction Services 5	Financials 10
Hill & Wilkinson General Contr	1	71.40	10	4	4	0	4	3	2	8	7	8	2	3	5	5	8
AUI Partners, LLC	2	67.00	10	5	5	1	4	0	4	7	7	8	3	2	2	3	6
Henthorn Commercial Constructi	3	64.00	10	3	3	1	4	0	1	8	7	7	2	1	3	4	9
Authers Building Group	4	46.60	10	3	3	0	3	0	1	7	6	2	2	2	0	2	6
Tegrity Contractors	5	29.40	10	1	1	0	3	0	1	2	2	2	1	1	0	0	5
		55.68	10.00	3.12	3.20	0.24	3.44	0.68	1.72	6.52	5.80	5.48	1.84	2.04	2.00	2.80	6.80

Attachment: Evaluation Matrix (PW Building Improvements Phase 1 CMAR GMP)

AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 1 - GMP

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Hill & Wilkinson General Contractors**, (hereinafter referred to as the "Construction Manager/Contractor") for the **Public Works Service Center Improvements, Phase 1**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 1 modifies the agreement to list fees associated with the original contract.

1.	Pre-Construction Fee	$	0.00
2.	Construction Services Fee		2.75%
3.	Guaranteed Maximum Price	$	991,039.00

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

By signing below, you agree to the amendment of the original contract with the above terms. All other original terms and conditions remain the same.

CITY OF CELINA	CONSTRUCTION MANAGER
_____	_____
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

HILL & WILKINSON
GENERAL CONTRACTORS

PUBLIC WORKS PH1
CELINA, TX

March 7, 2022

2703 Telecom Parkway
Suite 120
Richardson, TX 75082
Scott Cessna
214-299-4300 Main
214-299-4827 Direct

STORAGE BLDG	2,320
LEVEL 2:	1,416
LEVEL 1:	3,922
TOTAL BLDG ENCLOSED AREA (SF):	**7,658**

GMP ESTIMATE #1

	DESCRIPTION			TOTAL	COST / SF
1	DESIGN | ENGINEERING | PRECONSTRUCTION			$ -	$ -
2	SITE PLANNING & LOGISTICS			$ 26,305	$ 3.43
3	DEMOLITION			$ 27,768	$ 3.63
4	CONCRETE			$ -	$ -
5	PRECAST CONCRETE			$ -	$ -
6	MASONRY			$ -	$ -
7	STRUCTURAL & MISCELLANEOUS STEEL			$ 80,640	$ 10.53
8	ROUGH CARPENTRY			$ -	$ -
9	FINISH CARPENTRY			$ 17,484	$ 2.28
10	WATERPROOFING | SEALANTS			$ -	$ -
11	ROOFING			$ -	$ -
12	METAL PANELS			$ -	$ -
13	FIREPROOFING			$ -	$ -
14	DOORS | FRAMES | HARDWARE			$ 29,250	$ 3.82
15	SPECIAL FUNCTION DOORS | DOCK EQUIPMENT			$ -	$ -
16	GLASS | GLAZING			$ 29,818	$ 3.89
17	LOUVERS | VENTS			$ -	$ -
18	DRYWALL | ACOUSTICAL			$ 150,407	$ 19.64
19	PLASTER | EIFS			$ -	$ -
20	FLOORING			$ 51,429	$ 6.72
21	PAINT | WALLCOVERING			$ 24,157	$ 3.15
22	SPECIALTIES			$ 41,237	$ 5.38
23	EQUIPMENT			$ -	$ -
24	FURNISHINGS			$ -	$ -
25	GENERAL WORKS PACKAGE			$ 40,790	$ 5.33
26	CONVEYING EQUIPMENT			$ -	$ -
27	FIRE SUPPRESSION			$ -	$ -
28	MECHANICAL			$ 168,685	$ 22.03
29	ELECTRICAL			$ 111,583	$ 14.57
30	LOW VOLTAGE SYSTEMS			$ -	$ -
31	EARTHWORK			$ -	$ -
32	SITE SPECIALTIES			$ -	$ -
33	LANDSCAPE | IRRIGATION			$ 10,000	$ 1.31
34	UTILITIES			$ 18,800	$ 2.45
35		SUBTOTAL:		$ 828,353	$ 108.17
36	GENERAL CONDITIONS			$ 98,837	$ 12.91
37		SUBTOTAL:		$ 927,190	$ 121.07
38	BUILDERS RISK INSURANCE			$ 234	$ 0.03
39	LIABILITY / UMBRELLA			$ 9,792	$ 1.28
40	SUBGUARD / SDI			$ 12,031	$ 1.57
41	BUILDING PERMIT ALLOWANCE			Excluded	$ -
42	P & P BOND			$ 15,267	$ 1.99
43		SUBTOTAL:		$ 964,514	$ 125.95
44	CONTRACTOR CONTINGENCY		**0.00%**	$ -	$ -
45		SUBTOTAL:		$ 964,514	$ 125.95
46	CONTRACTOR FEE		**2.75%**	$ 26,524	$ 3.46
47		SUBTOTAL:		$ 991,038	$ 129.41
48	RENOVATION TAX			N/A	$ -
				$ 991,038	**$ 129.41**

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

HILL & WILKINSON GENERAL CONTRACTORS

PUBLIC WORKS PH1
CELINA, TX

March 7, 2022

GMP ESTIMATE #1

QUALIFICATIONS:

1 This Estimate is based on the following documents:
a. Construction Documents prepared by Quorum dated 7/12/21
b. Hill & Wilkinson Addendum No. 1
c. Hill & Wilkinson Addendum No. 2
d. Hill & Wilkinson Addendum No. 3
e. Hill & Wilkinson Addendum No. 4
f. Hill & Wilkinson Addendum No. 5
g. Hill & Wilkinson Addendum No. 6
h. Revised Drawings dated 7/21/21

2 This Estimate is based on current market pricing which is typically valid for 15-30 days. Escalation past this timeframe has not been considered.

3 The construction industry is currently experiencing significant impacts from many events stemming from the coronavirus (COVID-19) pandemic and recent winter storms. Such impacts may affect costs, schedules, working conditions, material lead times, and material & manpower availability. We will make every effort to mitigate impacts, but these factors are not within our control. This estimate must be verified immediately prior to entering into an agreement. Escalation costs and schedule impacts related to these events are not included.

4 This Estimate is based on mutually agreeable contract terms.

5 Sales tax is excluded based on the project being classified as exempt.

6 This Estimate is based on a construction duration of - 4 MO

7 All work is assumed to be done during normal business hours, Monday to Friday.

8 Phasing is excluded. We have assumed that this entire project will be available to us all at the same time.

9 Construction mobilization will be determined once we have evaluated long lead items.

10 We will provide prefinished metal panels as close to the existing color as possible. We have not included any painting and/or repainting of the exterior of the building.

11 We have included waterproofing membrane at shower areas only. Any other membrane under tile is not included.

12 We have included the structural wood products as unfinished to match existing per the drawings. Any finish of structural wood is excluded.

13 We have assumed that the city will provide the new water meter. We have included installing the new meter provided by the city.

14 We have assumed that the existing septic system will be sufficient to handle the new plumbing work.

15 Since we do not have Low Voltage drawings we have included Data Cabling per Automated Integrated's proposal. Anything other what AI has included not included.

16 See Estimate Detail for additional clarifications and assumptions.

EXCLUSIONS:

1 Testing for and abatement of hazardous or contaminated materials, including mold (assumed by Owner, if required).
2 Development, impact, roadway use, park and/or prorata fees (assumed by Owner, if required).
3 Utility company charges or fees (assumed paid direct by Owner, if required).
4 Materials testing and inspection (assumed by Owner).
5 LEED certification (assumed not required).
6 Premium costs for sustainable construction/materials (assumed not required).
7 Utility (water, electrical) consumption costs during construction (assumed paid direct by Owner).
8 Electrical consumption costs during equipment startup (assumed paid direct by Owner).
9 Repairs due to ground movement after substantial completion (subgrade preparation will be performed in accordance with the Bid Documents and Geotechnical Report).
10 Drought damage to landscaping or City delays associated with landscape installation due to watering restrictions.
11 Demo/rework of existing slab for sloping to new drain locations (assumed minor floor prep only).
12 Bases and/or pedestals for lockers (assumed not required).
13 Appliances (by Owner).
14 Attic stock (assumed N/A)
15 Temp power, HVAC, or plumbing services (assumed not needed for owners employees to remain in the facility).
16 Public Inspection fees for utilities. (assumed not required).

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

ALLOWANCES INCLUDED IN ESTIMATE:

The allowances contained within this estimate include all associated cost (Including, but not limited to labor, materials and shipping unless noted otherwise).

1	Building Permit Allowance	Excluded		
2	Low Bidder Contingency - Allowance	$10,000	LS	
3	Landscape/Irrigation Repair Allowance	$10,000	LS	
4	Add New Aerobic Sprinkler Drain Field & Appurtenances	$10,000	LS	

ALTERNATES:

1	Upsizing Storage Panel & Feeder to 100A, 208/12V w/ 42-Slot Panel per E101	$3,850	LS	ADD

VALUE ENGINEERING:

1	VE#1: Eliminate 2" Conduit Between Building for IT and use a wireless Bridge Instead	($2,560)	LS	DEDUCT
2	VE#2: Change Transformer Feeder to 2" emt 3x 2/0 Aluminum #4 ground	($5,360)	LS	DEDUCT

*Any "value engineering" or other design input by the Contractor is made in its capacity as a contractor (and not a licensed design professional) and is advisory only. The Owner, in conjunction with the Architect, is responsible for making the determination as to whether any suggestions or recommendations are appropriate. In order for H&W to proceed with any accepted Alternates, the Architect must revise the Documents (drawings & specifications) to incorporate all accepted Alternates.

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

ESTIMATE DETAIL

1	DESCRIPTION	QUANTITY	UNIT	TOTAL
*	**DESIGN | ENGINEERING | PRECONSTRUCTION**			
	SUBTOTAL DESIGN | ENGINEERING | PRECONSTRUCTION			0

2	DESCRIPTION	QUANTITY	UNIT	TOTAL
*	**SITE PLANNING & LOGISTICS**			
	SITE LOGISTICS			
	Construction Fence & Gates	Excluded		Excluded
	Tire Wash - at Construction Entrance	Excluded		Excluded
	Jobsite Security Guard & Security System	Excluded		Excluded
	Water Consumption During Construction	by Owner		by Owner
	Electrical Consumption During Construction	by Owner		by Owner
	General Equipment Rental & Fuel	4.0	MO	3,000
	CLEAN UP			
	Progress Clean Up	8.5	WK	10,540
	Building Final Clean	7,658	SF	1,915
	Dumpsters - assume 2 Loads/Mo	8	LOAD	5,200
	Recycle Dumpsters	Excluded		Excluded
	Trash Coordinator	Excluded		Excluded
	PROTECTION			
	Dust Protection & Maintenance	17	WKS	1,700
	COORDINATION			
	Locate Utilities - Ground Penetrating Radar	1	DAY	2,100
	Slab X-ray	1	DAY	1,850
	LEED Coordination	Excluded		Excluded
	VDC/BIM Coordination - for Building Coordination	Excluded		Excluded
	TESTING & INSPECTION			
	Materials Testing & Inspection Lab	by Owner		by Owner
	SUBTOTAL SITE PLANNING & LOGISTICS			26,305

3	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**DEMOLITION**			
	EAST FORK:	1	LS	20,268
	ABATEMENT OF HAZARDOUS/CONTAIMINATED MATERIALS	by Owner		by Owner
	SITE DEMOLITION	N/A		N/A
	BUILDING DEMOLITION			
	Demo Existing Upper Cabinets at Meeting Rm	9	LF	Included
	Demo Existing Millwork at Copy/Print/Mail Rm	16	LF	Included
	Demo Existing Millwork and Appliances at Breakroom	16	LF	Included
	Demo Existing Interior Windows where Shown	1	LS	Included
	Demo Existing OH Doors	2	EA	Included
	Demo Existing Door & Frames	1	LS	Included
	Demo Existing Interior Finishes and Partitions as Shown	5,338	SF	Included
	Demo Slab for Under Ground Plumbing per AD101 - assume 2'w min	220	SF	Included
	Demo Slab for Plumbing Trench Drains	10	SF	Included

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

Demo Existing Stair	1	SET	Included
Make Safe of MEP Devices, Equipment, and Fixtures	w/ MEP		w/ MEP
- Haul Offsite by Demolition Contractor	1	LS	Included
Demo Existing Compressor at Storage Bldg	1	LS	Included
Shoring for Demo of Load Bearing Wall	1	LS	7,500
Demo Existing Bushes for New Compressors per M301	1	LOC	Included
Demo of SOG for Concrete Footings below New Walls	145	LF	Included
Demo of SOG for Concrete Footings below New Columns	5	EA	Included

SUBTOTAL DEMOLITION 27,768

4	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**CONCRETE**			
	SCOPE OF WORK W/ GENERAL WORKS PACKAGE			

SUBTOTAL CONCRETE 0

5	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**PRECAST CONCRETE**			
	SCOPE OF WORK N/A			

SUBTOTAL PRECAST CONCRETE 0

6	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**MASONRY**			
	SCOPE OF WORK N/A			

SUBTOTAL MASONRY 0

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

7	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**STRUCTURAL & MISCELLANEOUS STEEL**			
	WELLS MCCOY:	1	LS	80,640
	STRUCTURAL & MISC STEEL			
	Steel Columns - 3-1/2"x3-1/2"x1/4"	5	EA	Included
	Steel I-Beams - W12x35	67	LF	Included
	Tube Steel Beam 8"x6" at OH Door Infill per 1A200	25	LF	Included
	C-Channel Girts at New Window per 4/1A200	1	LOC	Included
	ERECTION			
	Erect Steel	1	LS	Included
	METAL PANELS			
	Remove Existing Panels / Cut Openings as Required for New Panels and Framing Install	1	LS	Included
	Metal Panels & Framing - Match Existing Panel Color	850	SF	Included
	- Replace Existing Panels Above Removed Doors per 1A200	2	LOC	Included
	- C-Channel Girts at OH Door Infills 1A200	2	LOC	Included
	Framed Openings (mechanical)	8	EA	Included
	Engineering	1	LS	Included
	Welded or Bolted Connections	1	LS	Included
	Furnish/Install all Materials	1	LS	Included
	Manlifts & Equipment	1	LS	Included
	SUBTOTAL STRUCTURAL & MISCELLANEOUS STEEL			80,640

8	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**ROUGH CARPENTRY**			
	SCOPE OF WORK W/ DRYWALL			
	SUBTOTAL ROUGH CARPENTRY			0

9	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**FINISH CARPENTRY**			
	R&R MILLWORK:	1	LS	17,484
	MILLWORK			
	Full Height Cabinets/Closet at Mezzanine per 4/1A301 - PLAM	18	LF	Included
	Upper & Lower Cabinetry at Breakroom - PLAM	21	LF	Included
	Lower Cabinetry at Crew Staging - PLAM	6	LF	Included
	COUNTERTOPS			
	Solid Surface Countertops	54	TOT SF	Included
	Installation	1	LS	Included
	SUBTOTAL FINISH CARPENTRY			17,484

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

10	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**WATERPROOFING	SEALANTS**			
	SCOPE OF WORK w/ OTHER TRADES			
	**SUBTOTAL WATERPROOFING	SEALANTS**			0

11	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**ROOFING**			
	SCOPE OF WORK N/A			
	SUBTOTAL ROOFING			0

12	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**METAL PANELS**			
	SUBCONTRACTOR:	1	LS	Included
	METAL PANELS	w/Steel		w/Steel
	Remove Existing Panels / Cut Openings as Required for New Panels and Framing Install	w/Steel		w/Steel
	Metal Panels & Framing - Match Existing Panel Color	w/Steel		w/Steel
	- Replace Existing Panels Above Removed Doors per 1A200	w/Steel		w/Steel
	- C-Channel Girts at OH Door Infills 1A200	w/Steel		w/Steel
	- C-Channel Girts at New Window per 4/1A200	w/Steel		w/Steel
	Engineering	w/Steel		w/Steel
	Welded or Bolted Connections	w/Steel		w/Steel
	Furnish/Install all Materials	w/Steel		w/Steel
	Manlifts & Equipment	w/Steel		w/Steel
	SUBTOTAL METAL PANELS			0

13	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**FIREPROOFING**			
	SCOPE OF WORK N/A			
	SUBTOTAL FIREPROOFING			0

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

14	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**DOORS | FRAMES | HARDWARE**			
	DFW DOOR:	1	LS	29,250
	DOORS | FRAMES | HARDWARE			
	Hollow Metal Door Frames 3x7	13	EA	Included
	Hollow Metal Door Frames 6x7	1	EA	Included
	HM Doors 3x7	10	LVS	Included
	WD Doors 3x7 (assumed prefinished)	4	LVS	Included
	PLAM Doors 3x7	1	LVS	Included
	Hardware Sets	15	LVS	Included
	- Auto Operators - Doors 134E, 134F	2	EA	Included
	- Card Readers Doors (devices by Security Contractor)	1	EA	Included
	Install Doors & Hardware	15	LVS	Included
	SUBTOTAL DOORS | FRAMES | HARDWARE			29,250

15	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**SPECIAL FUNCTION DOORS | DOCK EQUIPMENT**			
	SCOPE OF WORK N/A			
	SUBTOTAL SPECIAL FUNCTION DOORS | DOCK EQUIPMENT			0

16	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**GLASS | GLAZING**			
	CELINA GLASS:	1	LS	29,818
	STOREFRONT - EXTERIOR			
	Exterior Alum Storefront - 8'h	86	SF	Included
	Exterior Alum Storefront Window per 4/1A200	26	SF	Included
	Entry Doors & Hardware	1	LVS	Included
	Installation	1	LS	Included
	STOREFRONT - INTERIOR			
	Interior Alum Windows w/ Safety Glass (Separating Shop from Meeting Space) - Type D	28	SF	Included
	MIRRORS	w/ Specialties		w/ Specialties
	SUBTOTAL GLASS | GLAZING			29,818

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

17	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**LOUVERS | VENTS**			
	SCOPE OF WORK N/A			
	SUBTOTAL LOUVERS | VENTS			0

18	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**DRYWALL | ACOUSTICAL**			
	SUN DRYWALL:	1	LS	142,354
	DRYWALL			
	Interior Partitions	**977**	**TOT LF**	**Included**
	- Type 1A - 2x Wood Framing, 5/8" Gyp (4-layers on 1-side, 1 layer other side) - 2hr Rated Assembly	68	LF	Included
	- Type 1B - 2x Wood Framing, 5/8" Gyp Moisture Resistant (single sided)	24	LF	Included
	- Type 2A - 2x Wood Framing, 5/8" Gyp (4-layers on 1-side) - 2hr Rated Assembly	25	LF	Included
	- Type 2B - 2x Wood Framing, 5/8" Gyp Moisture Resistant (single sided)	19	LF	Included
	- Type 3A - 2x Wood Framing, 5/8" Gyp (4-layers on 1-side) - 2hr Rated Assembly	28	LF	Included
	- Type 3B - 2x Wood Framing, 5/8" Gyp Moisture Resistant (single sided)	29	LF	Included
	- Type 4 - Metal Studs, 5/8" Gyp (4-layers on 1-side, existing siding other side) - 2hr Rated Assembly	41	LF	Included
	- Type 5A - 2x Wood Framing, 5/8" Gyp (4-layers on 1-side, siding other side) - 2hr Rated Assembly	27	LF	Included
	- Type 5B - 2x Wood Framing, 5/8" Gyp Moisture Resistant (single sided gyp, siding other side)	N/A		N/A
	- Siding to Match Existing Walls at Service Bays - Wall Types 5B, 5A	307	SF	Included
	- Type 6 - Metal Studs, 5/8" Gyp (4-layers on 1-side, 1 layer other side) - 2hr Rated Assembly	28	LF	Included
	- Type 7A - 2x Wood Framing, 5/8" Gyp Moisture Resistant (dbl sided)	12	LF	Included
	- Type 7B - 2x Wood Framing, 5/8" Gyp Moisture Resistant (dbl sided)	39	LF	Included
	- Type 7C - 2x Wood Framing, 5/8" Gyp Moisture Resistant (dbl sided)	46	LF	Included
	- Type 8 - 2x Wood Studs, 5/8" Gyp (dbl sided, painted)	10	LF	Included
	- Type 9 - 2x Wood Studs, 5/8" Gyp Impact Resistant (single sided, painted) - Height: 8'h	193	LF	Included
	- Type 10 - 6" Metal Studs, 5/8" Gyp Impact Resistant (single sided, painted) - Height: under PEMB Fram	72	LF	Included
	- Type 11 - Metal Studs, 5/8" Gyp (dbl sided, painted)	9	LF	Included
	Infill Exterior Walls at Removed OH Doors	2	LOC	Included
	- Stud Framing, Exterior Sheathing, Insulation	1	LS	Included
	Waterproofing Membrane & Sealants behind New Metal Panel Infills	978	SF	4,888
	Waterproofing/Flashing at Window & Door Openings	5	LOC	1,250
	Misc Framing			
	2x Framing & Sheathing for Fire Rated Ceilings - Wood Framing w/ 5/8" Gyp (4-layers)	2,760	SF	Included
	14" Laminated Beams for Mezzanine Buildout w/ 3/4" Plywood Decking	1,370	SF	Included
	Wrap Columns w/ Drywall	4	EA	Included
	Stairs to Mezzanine (wood) per 1A401 - Including Wood Treads & Handrails	1	SET	Included
	2x Guardrail at Mezzanine (match existing) per 1A102	40	LF	Included
	CEILINGS			
	Gyp Ceilings	1,200	SF	Included
	Lay-in Ceilings 2x2 - Armstrong	2,210	SF	Included
	Insulation above all Ceilings	3,410	TOT SF	Included
	FRP PANELS			
	Fiberglass Reinforced Panels at Laundry	68	SF	Included

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

	MISCELLANEOUS			
	Engineering	1	LS	Included
	Install Door Frames	14	EA	Included
	Install Doors & Hardware	›ors & Frames		w/Doors & Frames
	In-Wall Blocking - at Rails & Stairs	84	LF	Included
	In-Wall Blocking - at Finish Carpentry	149	LF	Included
	In-Wall Blocking - at Wall Mounted Misc Specialties	251	LF	Included
	In-Wall Blocking - at Storefront	35	LF	Included
	Sealants - Firestopping, Acoustical	1	LS	Included
	Layout for Drywall	1	LS	Included
	Manlifts/Scaffolding	1	LS	Included
	Patch/Repair Finishes at Completion	7,658	SF	1,915
	SUBTOTAL DRYWALL | ACOUSTICAL			150,407

19	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**PLASTER | EIFS**			
	SCOPE OF WORK N/A			
	SUBTOTAL PLASTER | EIFS			0

20	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**FLOORING**			
	ALLIED INTERIORS:	1	LS	48,354
	TILE			
	CT1 - Porcelain Tile / Manf: Daltile / Color: Gravel Rd SD16 "Saddle Brook"	1,256	SF	Included
	CT2 - 6"x16" Porcelain Tile / Manf: Daltile / Color: Annapolis Glazed "Sail Matte AP10	2,008	SF	Included
	Epoxy Grout (walls & floor) - 183 Chateau	3,264	SF	Included
	Seal Grout Joints	N/A		N/A
	Waterproofing Membrane behind Wall Tile at Showers Only	1	LS	Included
	Waterproofing Membrane below Floor Tile & Wall Tile	Excluded		Excluded
	RESILIENT			
	VCT1 -12"x24" / Manf: Armstrong / Color: "Smoke"	Excluded		Excluded
	- Seal Coat at VCT	Excluded		Excluded
	LVT1 - 6"x48" / Manf: Armstrong / Color: Parallel 20, J6228 "Gold Rush"	2,726	SF	Included
	- Seal Coat at LVT	Excluded		Excluded
	Rubber Base - 4" Cove / Manf: Johnsonite / Color: Match Existing	808	LF	Included
	CARPET			
	CPT-1 - 24"x24" / Manf: Shaw / Color: Hybrid "Dapple 64761"	22	SY	Included
	SEALED CONCRETE			
	Sealed Concrete at Storage Bldg	2,320	SF	1,160

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

MISCELLANEOUS			
Minor Floor Prep	7,658 SF		1,915
Transitions Strips	1 LS		Included
Attic Stock	Excluded		Excluded
SUBTOTAL FLOORING			51,429

21	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**PAINT | WALLCOVERING**			
	M DANNY HARRISON:	1	LS	22,625
	TAPE, BED & PAINT			
	Tape, Bed & Paint Interior Walls	15,630	SF	Included
	Tape, Bed & Paint Gyp Ceilings	1,200	SF	Included
	Repaint Walls at 2nd Level Office	900	SF	Included
	Paint HM Doors & Frames	15	EA	Included
	Stain Wood Doors (assumed prefinished)	Excluded		Excluded
	Stain Wood Stairs and Handrails	Excluded		Excluded
	Stain/Paint Cabinetry (PLAM)	Excluded		Excluded
	Patch/Repair Finishes at Completion	7,658	SF	1,532
	SUBTOTAL PAINT | WALLCOVERING			24,157

22	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**SPECIALTIES**			
	TEXAS BUILDING SPECIALTIES / ARCHITECTURAL FABRICATION:	1	LS	41,237
	VISUAL DISPLAY BOARDS	Excluded		Excluded
	SIGNAGE	Excluded		Excluded
	TOILET PARTITIONS			
	Toilet Partitions - Floor Mtd	3	EA	Included
	Urinal Screens	2	EA	Included
	Installation	1	LS	Included
	TOILET ACCESSORIES			
	Mirrors	2	EA	Included
	Paper Towel Dispenser	2	EA	Included
	Grab Bars	5	EA	Included
	Toilet Paper Dispenser	3	EA	Included
	Soap Dispenser	2	EA	Included
	Soap Dish & Bar	5	EA	Included
	Shower Rod & Curtain	5	EA	Included
	Shower Seat - Manf: Bradley / Model: 956 or 9561	1	EA	Included
	Trash Receptacle (wall mtd)	2	EA	Included
	Installation	1	LS	Included
	WALL PROTECTION	Excluded		Excluded
	FIRE EXTINGUISHERS & CABINETS	Excluded		Excluded

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

LOCKERS			
Lockers Uline, Open Gear Locker - 1 Wide / 24"Wx18" Dx72"H /Color: Gray / Model No. H-6896GR.	38	UNITS	Included
Bench - Salsbury Wood 42"x20" / Model: 77781-ADA-LGT	2	EA	Included
Installation	1	LS	Included
CANOPIES			
Prefabricated Aluminum Canopy	72	SF	Included
- Manf: Architectural Fabrication / Model: Standard Helios	1	LS	Included
Signed and Sealed Drawings	1	LS	Included
Installation	1	LS	Included

SUBTOTAL SPECIALTIES 41,237

23	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**EQUIPMENT**			
	SCOPE OF WORK N/A			

SUBTOTAL EQUIPMENT 0

24	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**FURNISHINGS**			
	SCOPE OF WORK N/A			

SUBTOTAL FURNISHINGS 0

25	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**GENERAL WORKS PACKAGE**			
	GREYHAWK:	1	LS	40,790
	GENERAL WORKS PACKAGE			
	Demolition			
	Demo Existing Bushes for New Compressors per M301	w/Demo		w/Demo
	Demo of SOG for Concrete Footings below New Walls	w/Demo		w/Demo
	Demo of SOG for Concrete Footings below New Columns	w/Demo		w/Demo
	Concrete			
	Concrete Footings below New Walls (including pourback of existing slab)	145	LF	Included
	Concrete Footings below New Columns (including pourback of existing slab)	5	EA	Included
	New Sidewalk	115	SF	Included
	Curb Cut / Rework at New Sidewalk	5	LF	Included
	Concrete Footing at HC Sign per 2/AS201	2	EA	Included
	ADA Ramps per AS201	1	EA	Included
	Housekeeping Pads for New Compressors	3	EA	Included

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

Housekeeping Pad for Water Heater per P801	1 EA		Included
Site Specialties			
Restripe Existing Parking Spaces	1 LS		Included
Accessible Parking Sign per AS201 - Manf: ASI Sign Systems / Model: Series 871	1 EA		Included
Power Wash Existing Paving	4,000 SF		Included

SUBTOTAL GENERAL WORKS PACKAGE 40,790

26	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**CONVEYING EQUIPMENT**			
	SCOPE OF WORK N/A			

SUBTOTAL CONVEYING EQUIPMENT 0

27	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**FIRE SUPPRESSION**			
	SCOPE OF WORK N/A			

SUBTOTAL FIRE SUPPRESSION 0

28	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**MECHANICAL**			
	DMG / GT PLUMBING:	1	LS	167,435
	PLUMBING			
	Demolition			
	Make Safe For Demolition	1	LS	Included
	Demo Existing Plumbing Fixtures per Plans	1	LS	Included
	Relocate Existing Ice Maker per 1AD101	1	EA	Included
	Demo Slab for New U/G Plumbing	w/ Demolition		w/ Demolition
	Fixtures & Equipment	25	EA TOT	Included
	Water Closets	3	EA	Included
	Urinals	2	EA	Included
	Lavatories	2	EA	Included
	Showers	5	EA	Included
	Slot Drain (at HC shower) 5'L	1	EA	Included
	Electric Water Coolers	1	EA	Included
	Mop Sinks	1	EA	Included
	Sinks	1	EA	Included
	Water Heaters w/ Circulation Pump - 120gal	1	EA	Included
	Floor Drains	6	EA	Included
	Hose Bib	1	EA	Included

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

Washing Box	1	EA	Included
Water Filtration System (Coffee Maker)	1	EA	Included
Piping			
Gas Piping	Excluded		Excluded
Hot/Cold Water Piping	1	LS	Included
Sanitary/Vent Piping (Stubbed 5' Outside Bldg)	1	LS	Included
Sanitary/Vent Piping (from 5' Outside Bldg, Connected to Existing Septic Waste Line)	30	LF	Included
Insulate all Exposed Piping	1	LS	Included
Heat Trace Waterlines where Specified	1	LS	Included
Misc Plumbing			
Firestop Penetrations	1	LS	Included
Access Panels at Shut-off Valves	5	EA	1,250
Dispose of Spoils Offsite	1	LS	Included
Plumbing Connections at H&W's Trailer	N/A		N/A
HVAC			
Demolition			
Make Safe For Demolition	1	LS	Included
Demo & Drop Existing Duct for Removal by Demolition Crew	1	LS	Included
Equipment			
Existing Split Systems - Modifications per M401	1	EA	Included
New Split Systems - FCU-2, FCU-3, & FCU-4 - 3 EA	12	TNS	Included
Exhaust Fans EF1-3	3	EA	Included
Louvers L1-5	5	EA	Included
Misc HVAC			
Test & Balance	1	LS	Included
Condensate Drain Piping	1	LS	Included
Ductwork, Grilles & Diffusers	1	LS	Included
Programmable Thermostats	1	LS	Included
Firestop Penetrations	1	LS	Included
SUBTOTAL MECHANICAL			168,685

	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**ELECTRICAL**			
	AUTOMATED INTEGRATION:	1	LS	87,977
	DEMOLITION			
	Demo Existing Electrical at Storage Bldg as Required for New Walls	1	LS	Included
	Demo Existing Electrical at Admin Building per E201	1	LS	Included
	Demo Existing Light Fixtures (drop on ground for Demolition to Haul-off)	1	LS	Included
	SITE ELECTRICAL	N/A		N/A
	BUILDING ELECTRICAL			
	Power			
	New 75 KVA Transformer	1	EA	Included
	New Service Distribution Panel "C" 208/120V	1	EA	Included
	Branch Power & Receptacles	7,658	SF	Included
	Power to Mechanical and Plumbing Equipment	1	LS	Included
	Power Per Revised Plan E301 - Dated 7.21.21	1	LS	Included
	Lighting			
	Light Fixtures per Plans	7,658	SF	Included
	Lighting Per Revised Plans E401 & E501 - Dated 7.21.21	1	LS	Included
	Add Emergency Lights in Storage Bldg per HW Addendum 4	1	LS	Included
	Add Exit Lights in Crew Staging Area per HW Addendum 4	1	LS	Included

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

Lights at Mezzanine per RFI Responses	Excluded		Excluded
Lighting Control	1	LS	Included
Conduit Only			
Fire Alarm Device Rough-In (Office Finish Out)	N/A		N/A
Voice/Data Device Rough-In (Office Core/Shell)	1	LS	Included
Security/Access Control Device Rough-In (Office Core/Shell)	1	LS	Included
Low Voltage			
Fire Alarm	N/A		N/A
Emergency Responder Radio Communications System (ERRCS)	Excluded		Excluded
Voice/Data System - PER AUTOMATED INTEGRATION PROPOSAL	1	LS	13,606
Security/Access Control System	by Owner		by Owner
TV System	by Owner		by Owner
EMERGENCY POWER	Excluded		Excluded
MISCELLANEOUS			
Temp Power & Lights for Construction	1	LS	Included
Power to H&W's Trailer	N/A		N/A
Firestop Penetrations	1	LS	Included
Manlifts/Scaffolding	1	LS	Included
Low Bidder Contingency - Allowance	1	LS ALLOW	10,000

SUBTOTAL ELECTRICAL 111,583

30	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**LOW VOLTAGE SYSTEMS**			
	SCOPE OF WORK W/ ELECTRICAL			

SUBTOTAL LOW VOLTAGE SYSTEMS 0

31	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**EARTHWORK**			
	SCOPE OF WORK W/ GENERAL WORKS PACKAGE			

SUBTOTAL EARTHWORK 0

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

32	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**SITE SPECIALTIES**			
	SCOPE OF WORK W/ GENERAL WORKS PACKAGE			
	SUBTOTAL SITE SPECIALTIES			0

33	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**LANDSCAPE | IRRIGATION**			
	SUBCONTRACTOR:	1	LS	Included
	LANDSCAPE			
	Landscape/Irrigation Repair Allowance	1	LS ALLOW	10,000
	Relocate Existing Irrigation Controller (moving opposite side of wall, from interior to exterior)	w/ Allowance		w/ Allowance
	SUBTOTAL LANDSCAPE | IRRIGATION			10,000

34	DESCRIPTION	QUAN.	UNIT	TOTAL
*	**UTILITIES**			
	CALHAR:	1	LS	8,800
	WATER			
	Demo Existing 3/4" Water Meter	1	EA	Included
	New 1-1/2" New Meter Box	1	EA	Included
	Provide 1-1/2" Water Meter	by Others		by Others
	STORM DRAIN	Excluded		Excluded
	SEPTIC			
	Septic Tanks/Chambers	Existing		Existing
	Septic Compressor, Pump, Controller	Existing		Existing
	Add New Aerobic Sprinkler Drain Field & Appurtenances	1	LS ALLOW	10,000
	GAS	w/Plumbing		w/Plumbing
	SUBTOTAL UTILITIES			18,800

Attachment: CMAR Amendment 1 GMP (PW Building Improvements Phase 1 CMAR GMP)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: March 15, 2022
Re: Coit Road and Ownsby Parkway Design

Action Requested:
Consider and act to authorize an agreement for design services for Coit Road and Ownsby Parkway from Vest Road to 1,200 feet north of Punk Carter Pkwy with Halff Associates, Inc., in an amount not to exceed $691,000.00. (Berry)

Background Information:
Design services include the initial two lanes of Coit Road beginning at Vest Road and terminating with a connection to existing County Road 86 at a point approximately 1,200 linear feet north of Punk Carter Parkway, to include improved intersections at Vest Road and Punk Carter Parkway and including a roundabout intersection with future Ownsby Parkway and whereas the CITY proposes to acquire right of way for Ownsby Parkway from Coit Road to future Wells Road based on preliminary engineering design. The length of design for Coit Road is approximately 3,800' and the length of conceptual design for Ownsby Parkway is approximately 1,800'. The agreement including the fee schedule and timeline are attached.

The timeline is 4/1/2022 through 5/16/2024

The City maintains an executed Master Agreement for Professional Services with the consultant for on-call design services.

Alternatives:
Council may reject the authorization and direct staff.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Agreement 46492.001

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** October 11, 2018

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Halff Associates, Inc.		
Consultant Project #:	46492.001		
Project Name:	Coit Road and Ownsby Parkway		
Purchase Order#		**Project #(s)**	N/A

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:** Scope items listed in Exhibit A under section V. Special Services shall be invoiced on an hourly not-to-exceed basis. All other scope items shall be invoiced lump sum on a percent complete basis.

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Attached as Exhibit A**
2. **Compensation:** **$691,000.00 – Design Cost Breakdown attached as Exhibit B**
3. **Timeline:** **Attached as Exhibit C**

Attachment: WA Coit Road-Ownsby Pkwy Halff signed (Coit Road Design & Ownsby Schematic Design)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT – HALFF ASSOCIATES, INC.**
	Signature
Dawn Berry, Purchasing Manager	Dennis Satre, Vice-President
Date	December 21, 2021 Date

Attachment: WA Coit Road-Ownsby Pkwy Halff signed (Coit Road Design & Ownsby Schematic Design)

EXHIBIT "A"
SCOPE OF SERVICES

TO BE PROVIDED BY HALFF ASSOCIATES, INC.
TO
CITY OF CELINA
FOR
COIT ROAD and OWNSBY PARKWAY
FROM VEST ROAD TO 1,200' NORTH OF PUNK CARTER PARKWAY

A. PROJECT DESCRIPTION

This scope of services consists of professional design services whereas the CITY proposes to construct an initial two lanes of Coit Road beginning at Vest Road and terminating with a connection to existing County Road 86 at a point approximately 1,200 linear feet north of Punk Carter Parkway, to include improved intersections at Vest Road and Punk Carter Parkway and including a roundabout intersection with future Ownsby Parkway and whereas the CITY proposes to acquire right of way for Ownsby Parkway from Coit Road to future Wells Road based on preliminary engineering design. The length of design for Coit Road is approximately 3,800' and the length of conceptual design for Ownsby Parkway is approximately 1,800'. Anticipated improvements include **roadway paving, drainage, grading and traffic related items**. Services by the CONSULTANT shall include all aspects of the work set forth in the following scope of services.

The general parameters for design of the improvements shall include the following:

1. Construct the southbound lanes of Coit Road using a typical 28' face to face concrete paving section as approved by the CITY, including reconstruction of driveway and street approaches to the ROW line and beyond if necessary for profile grade restrictions and construction of turn lanes as determined by CITY.
2. Construct storm sewer system to carry the CITY design storm runoff and outfall to existing natural drainage features.
3. Prepare a roadway pavement plan and profile roll plot for an approved alignment of Ownsby Parkway
4. Preparation of right-of-way and/or easement documents shall be provided for up to 30 separate parcel descriptions from not more than 15 parent tracts.

The CONSULTANT shall perform the necessary engineering and related technical services for the Design and Construction Phase Services, including necessary Additional Services for development of this Project according to the following sections of this Contract. CONSULTANT shall use the subcontractors listed in Exhibit "D" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim.

Attachment: WA Coit Road-Ownsby Pkwy Halff signed (Coit Road Design & Ownsby Schematic Design)

B. TASK DESCRIPTIONS – SCOPE OF SERVICES

I. General Requirements

A. General Knowledge and Design Requirements – The CONSULTANT shall have a working knowledge of all applicable design requirements, codes, master plans, and regulations which govern the scope of work and services included herein. Specific design requirements shall be obtained from the City of Celina Engineering Standards Manual. The CONSULTANT will establish and summarize all project design criteria, including any proposed variances, and submit to CITY for review prior to beginning design work. All design work will be prepared in CAD, with electronic files in DGN/DWG format submitted to the CITY upon final record drawings. The CITY may request CAD files at any time through the duration of the contract. **The CONSULTANT shall be responsible for ensuring that design services provided meet all local, state, and federal requirements.**

B. General Plan Requirements – Scale of construction plans is to be: 1"=40' Horizontal; 1"=10' Vertical on 11" x 17" page size or as approved by the CITY. Accurate and clear plans shall be provided for the purpose of accurate bids, efficient construction, and good permanent records. The consistent use of uniform drafting guidelines will increase the efficiency in which the plans are reviewed by the contractors prior to bidding and improve their understanding of the contract's intent. It is highly recommended that designers and technicians use uniform drafting styles. The intent is to produce consistent, accurate, and legible sets of plans. Do not clutter the plans with unnecessary information.

C. Accessible Routes – All designated pedestrian routes within public right-of-way, including sidewalks and barrier free ramps, shall comply with current CITY, state, and federal requirements. Any existing pedestrian routes within the limits of the project which do not meet current requirements shall be improved as part of this scope of work, unless directed otherwise by the CITY.

D. Third-Party Coordination – Coordinate with other governmental agencies, franchise utilities, adjacent developments, and individual property owners as necessary, TDLR (Texas Department of Licensing and Regulation), Collin County Engineering, and any other appropriate entities.

E. Progress Updates – The CONSULTANT shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the CITY.

F. Administrative and Coordination Tasks – The CONSULTNAT shall perform all necessary coordination and administrative tasks including, but not limited to,

Attachment: WA Coit Road-Ownsby Pkwy Halff signed (Coit Road Design & Ownsby Schematic Design)

required coordination with subcontractors listed in Exhibit "D", preparing and submitting monthly invoices to the CITY, preparing and updating the overall project schedule, attending required meetings, and other miscellaneous administrative and/or coordination tasks required by the CITY unless specifically listed under "Exclusions" in the Scope of Services herein.

II. Preliminary Engineering

A. Data Collection – Obtain and research all existing city utility plans, street plans, drainage plans, plats, right-of-way maps, existing easement information, contour maps, and other features within and pertaining to the Project area. Research planned and future developments along the Project to determine how the improvements may impact any future development. The CONSULTANT will also coordinate with franchise utilities in the area and obtain any available record information. Existing Project conditions shall also be documented using digital photography and/or video. Perform site visit(s) to obtain necessary information/confirm information obtained from other sources.

B. Schematic Design – Prepare exhibit showing the proposed project alignment, pavement dimensions, lane designations, drainage crossings, tree survey data, existing utilities, proposed right of way and easements for CITY review and approval. Prepare and evaluate roadway geometry for a roundabout intersection at Coit Road and Ownsby Parkway.

C. Preliminary Engineering Design – Utilizing the proposed alignment from the concept design task (Section II.B) and information obtained from the data collection (Section II.A) and the field survey (Section VI.A), the CONSULTANT will prepare preliminary engineering plans with the first milestone submittal at sixty percent (60%) design completion. The preliminary engineering design phase will include the following:

i. *60% Design Submittal Minimum Requirements*

- General Plans – Prepare and update general plan sheets necessary including cover, general notes, sheet index, control sheet, project layout, and typical sections.

- Removal Plans – Prepare plan sheets depicting any and all removals of existing public and private infrastructure specifying any necessary replacements and/or relocations. Include all existing utility mapping obtained in SUE effort (Section V. D) and label appurtenances to remain, adjust and/or protect. Include all tree survey data (6" DBA and up) and indicate preservation or removal

- Plan & Profile Drawings – Establish and/or refine horizontal and vertical alignments along proposed paving limits and

Attachment: WA Coit Road-Ownsby Pkwy Halff signed (Coit Road Design & Ownsby Schematic Design)

drainage/storm lines. Provide separate alignment geometry data sheets. Determine any conflicts with private property including fences, mailboxes, driveways, sidewalks, landscaping, etc., and provide preliminary replacement or alternate design options if required. Present any potential alternatives, which may provide cost savings to the CITY.

- Drainage Analysis – Delineate and refine all drainage areas for the Project including tabulation of runoff, inlet, and ponded width calculations in accordance with CITY requirements. Provide trunk main plan sheets including all necessary intake inlets and/or headwalls, and channel limits.

- Landscape Concept Plans – Prepare 2 concept plans and plant palette lists and minor hardscape improvements for City consideration. Attend review meeting and prepare final concept layout for incorporation into the preliminary design submittal.

- Construction Details – Provide City standard detail sheets applicable to the construction of the Project. Special details that are not included as a standard by the CITY shall be included in the plans.

- Cross Sections – Develop cross sections for roadways and driveways (as needed) with existing & proposed ROW lines, drainage & slope easement lines, cross slopes, elevations, profile grade line, stations, ditch lines, retaining walls, etc. properly labeled. Submit roadway cross section sheets at 50' maximum intervals and at critical locations (driveways, culverts, non-typical roadside features, etc.)

- Land Acquisition – Refine and depict proposed right-of-way and easement needs. Provide final documents for right-of-way and/or easement acquisition after resolution of 60% submittal comments.

- Traffic Control – Prepare preliminary advance warning sign layout, work zone delineation devices, construction sequencing and/or access plan for City review.

- Opinion of Probable Construction Cost – Prepare an updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format. The CITY may request additional justification for significant cost differences from previously provided OPCC's.

- Deliverables – Plan Set is anticipated to include the following drawings and specifications:

Attachment: WA Coit Road-Ownsby Pkwy Halff signed (Coit Road Design & Ownsby Schematic Design)

- Cover Sheet
- Sheet Index
- Project Layout and Control Sheet
- Typical Sections
- Removal Plan
- Paving Plan and Profile Sheets
- Drainage Area Map
- Drainage Calculation Summary Tables
- Drainage Plan and Profile Sheets
- Landscape Concept Plan
- Standard and Special Details
- Cross Section Sheets
- Traffic Control & Access Concepts
- Opinion of Probable Construction Cost

D. Preliminary Engineering Submittals – Plan submittal will occur at sixty percent (60%) completion stage. CONSULTANT will provide a copy of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.

E. Review Comments – CITY will consolidate their submittal review comments for each milestone deliverable and provide them to CONSULTANT. The CONSULTANT will incorporate the City's comments into the subsequent milestone submittal and provide a tabulated list of responses and/or resolutions to each comment provided. A written response and CITY acknowledgement is required for any written response of disagreement.

III. Final Engineering

A. Final Engineering Design – Incorporating comments from the CITY, franchise utilities, and other interested parties, prepare final engineering plans and specifications with submittals at ninety percent (90%) and one-hundred percent (100%) completion. The final engineering design phase will include the following:

i. *Design Submittal Minimum Requirements (90% and 100%)*

- Previous Drawings – Revise and complete previously prepared drawings.
- Traffic Control – Refine traffic control design and prepare final construction sequencing, traffic control and access plans.
- Signing & Pavement Marking – Prepare permanent signing and pavement marking plan in accordance with City requirements and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

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- Erosion Control Plans – Prepare erosion control plans (including post-construction erosion controls such as sod) to comply with CITY and any federal, state, or local requirements. This includes site specific data for a separate, Post Construction Water Quality Protection Plan that may be prepared and managed by the CONTRACTOR as required by CITY.

- Irrigation Layout and Details - Prepare irrigation plans for the watering of the plant material shown on the Landscape Plan. The plan will indicate a complete layout and design for an underground, automated irrigation system. The plan will show complete head to head coverage and proper zoning of the irrigation system to maximize efficient water use. Standard City of Celina details for the irrigation components will be included on the plan. Location of irrigation meters will be coordinated with the CITY. CITY to provide water pressure data for use in the design of the irrigation systems.

- Opinion of Probable Construction Cost – Prepare an updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format. The CITY may request additional justification for significant cost differences from previously provided OPCC's.

- Deliverables – Plan Set is anticipated to include the following drawings and specifications:
  - Cover Sheet
  - Sheet Index
  - Project Layout and Control Sheet
  - Typical Sections
  - Removal Plan
  - Traffic Control Plan
  - Paving Plan and Profile Sheets
  - Roadway Grading Sheets
  - Driveway and Parking Lot Reconstruction
  - Miscellaneous Sidewalk and Paving Details
  - Drainage Area Map
  - Drainage Calculation Summary Tables
  - Drainage Plan and Profile Sheets
  - Conduit Layout and Utility Adjustment
  - Signing & Pavement Marking Plans
  - Erosion Control Plan
  - Landscape Planting Plan and Details
  - Irrigation Layout and Details
  - Standard and Special Details
  - Cross Section Sheets
  - Opinion of Probable Construction Cost

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B. Project Manual – Assist City with preparation of project manual documents for the City's use in electronic bid documents that will be prepared and issued by CITY using web-based site managed by CITY. CONSULTANT'S documents to prepare shall be generally limited to bid schedule, special conditions, and technical specifications. Submit preliminary documents after the 90% plan review and prior to final documents for 100% plan review.

C. Final Engineering Submittals – Plan submittals will occur at ninety percent (90%) and one hundred percent (100%) completion stages. CONSULTANT will provide a CD/DVD/USB containing electronic files of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.

D. Review Comments – CITY will consolidate their submittal review comments for each milestone deliverable and provide them to CONSULTANT. The CONSULTANT will incorporate the City's comments into the subsequent milestone submittal and provide a tabulated list of responses and/or resolutions to each comment provided. A written response and City acknowledgement is required for any written response of disagreement.

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IV. Bid Phase Services

A. Bid Documents –Provide final construction plans and technical documents for project manual to CITY in electronic format for inclusion on CITY procurement system as required. Provide bid schedule in Microsoft Excel format for use by contractors as prescribed by the CITY.

B. Advertisement for Bid – Provide all necessary information to the CITY required for placing the advertisement of the Invitation to Bid.

C. Pre-Bid Meeting – Prepare a pre-bid agenda. Attend pre-bid conference if required by the CITY.

D. Bid Document Interpretations – Address questions from the proposed bidders during the bidding process and issue addenda as necessary, in coordination with the CITY.

E. Bid Opening – Attend the bid opening and assist the CITY during bid opening, making preliminary tabulation of bids, and review questionnaires and bids for completeness.

F. Qualifications Review – Review and evaluate the qualifications of the apparent successful bidder and the proposed major specialty subcontractors. The review and evaluation will include such factors as work previously completed, responses from submitted references, bidder equipment availability, publicly available financial resources, and technical experience.

G. Bid Tabulation – Prepare and distribute formal bid tabulation sheets noting any discrepancies between original bids submitted.

H. Bid Recommendation – Prepare a formal written recommendation to the CITY for project award.

V. Special Services – All Special Services shown under this section shall be reimbursed on a cost-plus basis based on actual work performed with a not-to-exceed amount as outlined in the Work Authorization. CONSULTATNT shall provide all justification for expenditures under this section with each monthly invoice.

A. Construction Administration – Although day to day operation and oversight of the construction phase will be managed by the CITY, the CONSULTANT will assist the CITY during the construction phase of the project as follows:

1. Conformed Construction Plans – Incorporate all addenda items into a conformed construction plan and specification set. Furnish twelve (12) full size (22” X 34”) sets, two (2) half size (11” X 17”) sets of the final

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plans for construction for use by the CITY and the contractor, along with a CD/DVD/USB containing PDFs of all plans.

2. Pre-Construction Conference – Meet with the CITY, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other pertinent matters that may impact the Project.

3. Construction Observation – Provide on-site construction observation services during the construction phase along with attending construction meetings as deemed necessary by the CITY. It is not the intent of these visits to be performed at every aspect of the contractor's work. A maximum of three (3) site visits are assumed for budget purposes which does not include substantial or final walk through on-site meetings. Consultant may be required, as-needed, to attend construction progress meetings as determined necessary by CITY. A maximum of three (3) progress meetings are assumed for budget purposes. Construction observations are to be limited to spot checking, selective measurements, and similar methods of general observation of the work based on exercise of professional judgement and familiarization of the design intent. Based on the information obtained during such visits and such observations, CONSULTANT will keep the CITY informed on the general progress of the work.

4. Shop Drawings, Samples, and Materials – Review and approve or take other appropriate action in respect to shop drawings required for the Project to ensure they are in conformance with plans, specifications, and City requirements. Each shop drawing shall be limited to two (2) resubmittal reviews. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor in accordance with the contract documents, but subject to the provisions of applicable standards of state or local government entities.

5. Clarifications and Interpretations – When requested, review laboratory testing reports, requests for information (RFI), field change requests, and change orders and provide comments and/or responses to CITY. Provide written responses to RFI's or clarification to CITY or contractor. If requested by the CITY, render written decision on all claims of CITY and contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor's work.

6. Change Orders – Recommend Change Orders to CITY or review and make recommendations related to Change Orders provided at the request of the contractor.

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7. Record Drawings – Prepare record drawings in digital format utilizing CITY and contractor as-built information showing changes made during construction. Provide a CD/DVD/USB containing a PDF of the record plan set, TIFF images of each individual plan sheet, and a project base map in CAD format.

8. CONSULTANT shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the CITY's review of documents submitted under this Contract.

B. Surveying for Engineering Design – CONSULTANT shall coordinate and furnish field surveying operations necessary for the complete design of the Project as outlined in this Exhibit A, Scope of Services. Surveying shall include the following:

1. Right of Entry – Prior to initiating field surveying operations on private property, the CONSULTANT shall assist the CITY in sending letters to all adjacent property owners notifying them of the intent to survey on private property. The CONSULTANT shall provide the CITY with the name, address, and contact information of the property owners, as well as the property addresses of the affected property. Written permission to survey on private property shall be obtained from the property owner(s) before surveying is commenced. The letter of permission shall include permission for the CONSULTANT to set iron pins and control monuments for future right-of-way and/or easements to be acquired at a later date by the CITY if necessary.

2. Field Survey – The CONSULTANT shall direct the work of the field survey crew(s) to perform the following:

    a. Establish horizontal and vertical control using CITY criteria.

    b. Tie right-of-way lines and corners, property lines and corners, trees six (6) inches in diameter and larger, fence lines, and other visible surface features.

    c. Topographic Information including cross sections of the existing ground features as needed for design. Collect spot elevations as required to facilitate the generation of one-foot (1') contours.

    d. Horizontal and vertical location of all existing facilities within the Project limits including, but not limited to, existing paving (including type), driveways, curbs, sidewalks, buildings (including edge of foundation), mailboxes, landscaping, bridges, culverts, retaining walls, etc. Tie existing visible franchise

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utilities (including underground utilities if exposed) and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.

e. Locate the approximate position of underground utilities or structures that may be within the limits of the Project. Such utilities include, but are not limited to, wastewater (including flowline survey at manholes), water, gas, electric, storm sewer, telephone, and television cable. Consultant will initiate OneCall/Texas 811 or contact individual utility companies to mark existing underground utilities in the field and shall show such utilities on the base map either based upon field locations or available construction as-builts.

C. Franchise Utility Coordination – The CONSULTANT shall provide the following:

1. General Coordination – Design coordination with franchise utilities and their representatives regarding proposed project improvements. Attend regular meetings with the CITY and franchise utilities to provide status updates on design progress, schedule, and relocation needs. Submit milestone design plans to the CITY franchise utility coordinator for distribution to franchise utilities. Assist the CITY with coordination efforts to ensure franchise utilities are designed to clear proposed improvements and in a timely manner.
2. Site Visits – Perform site visits with the CITY and/or impacted franchise utility representatives.

D. Subsurface Utility Engineering (SUE) Services – The CONSULTANT shall provide SUE Services for the purpose of determining horizontal and vertical locations of underground city and franchise utilities, in conjunction with and/or prior to the field survey. The CITY shall assist with provisions for access to perform the services specified in this item. The CONSULTANT shall provide the City with the name and address of the property owners.

1. Level 'B' Services
   a. Horizontal location of utilities will be determined.
   b. Up to 12,000 linear feet of designation.

2. Level 'A' Services
   a. Horizontal and vertical location of utilities will be determined.
   b. Test holes in addition to the Level 'B' Services listed above will be provided at the rate per test hole to the depth specified.

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Depth	Rate per Hole
0.0 feet to 5 feet	$1,250.00
Over 5.01 feet to 10 feet	$1,450.00
Over 10.01 feet to 15 feet	$1,725.00
Over 15.01 feet to 20 feet	$2,000.00
Over 20 feet	$2,550.00

E. Right-of-Way & Easement Documents – Upon approval of the Preliminary Design Plans, the CONSULTANT shall survey, render field notes, and prepare right-of-way (ROW) and easement maps and individual parcel exhibits for any additional ROW and/or easements, including temporary construction easements and/or easement abandonments needed for the Project. Perform necessary surveying operations for the identification and delineation of up to thirty (30) total right-of-way and easement parcels. Right-of-Way & Easement Documents shall include the following:

1. Right of Way Maps – Provide Right-of-Way Map showing properties with ownership and include existing and proposed right-of-way and easements.

2. Parcel Exhibits – Individual parcel exhibits shall be in both hard copy (8 ½" x 11") and PDF format, shall be sealed, signed and dated by a Registered Professional Land Surveyor and shall contain the following:

    a. Parcel Identification Number
    b. Area Required
    c. Area Remaining
    d. Legal Description
    e. Current Ownership
    f. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
    g. Metes and bounds description of parcel to be acquired for the Project. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately. Submit three (3) copies of right-of-way documents to the CITY after the sixty percent (60%) plan submittal review and resolution of comments.

3. ROW Corners – Establish proposed easement and right-of-way corners on the ground (one-time).

4. ROW Staking – Provide Right-of-Way staking at 100 ft stations and property corners for franchise utility relocation purposes (one time per location as needed).

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F. Geotechnical Investigation – The CONSULTANT will provide a Geotechnical Engineer Report, no later than the preliminary design phase submittal, containing the following information:

1. Exploration, Sampling and Laboratory Testing – The CONSULTANT shall provide a subgrade investigation in accordance with CITY design standards and determine soil properties in accordance with generally accepted engineering standards.

G. Public Involvement – Attend one (1) public meeting, if required, to communicate project details to citizens, council members, or other interested parties. CITY shall provide meeting location and notices.

VI. Exclusions

The scope of services identified herein specifically excludes the following items, however, these items can be provided if necessary with a revision to scope of work and fees as agreed between CITY and CONSULTANT in writing:

A. Preparation and coordination of a Section 404 individual permit application and natural/cultural resource evaluations.

B. Existing pavement assessment and/or evaluation;

C. Final Plat;

D. Environmental assessment or remediation;

E. Fees for permits and bid advertising;

F. Traffic impact analysis and signal warrants;

G. Construction inspection and material testing services during construction;

H. Designs for Trench Safety;

I. Alternate additions not included in the original scope;

J. Improvements outside the Project limits.

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EXHIBIT B - DESGN COST BREAKDOWN
CITY OF CELINA
Coit Road and Ownsby Parkway

City of Celina / Coit Road and Ownsby Pkwy	Labor Category		Project Mgr.	Principal	Sr. Civil Eng.	Civil Eng.	Civil EIT	Civil CADD	Sr. Struct. Eng.	Elec. or Struct. Eng.	Struct. CADD / GIS	Sr. Env. Scientist/ Landscape Architect	Env. Scientist/ Landscape Architect	Survey RPLS	Survey SIT	Survey Crew	Clerical	SUE Crew	SUE Coordinator	hrs /sheet							
	Team Member		All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All		All	All	Print	Plot	Deliv./Misc.	All	All	Remarks
Fee Proposal - December 21, 2021	Hourly Billing Rate		$245.00	$270.00	$234.00	$181.00	$128.00	$103.00	$238.00	$188.00	$117.00	$214.00	$135.00	$197.00	$118.00	$175.00	$85.00	$165.00	$152.00		Total Manhour	Total Labor $	$0.50	$5.00	Sub-Consult	Total Expense $	Total $	
Task Description	Scope Reference	Plan Sheets																										
COIT ROAD																												
I. PROJECT MANAGEMENT / COORDINATION																												
design specific coordination meetings (2)	**B. I.**	-	**6**		**4**	**1**		**1**									**3**				**15**	**$2,945**	**100**	**10**	**$50**	**$150**	**$3,095**	
general project coordination and correspondence	**B. I.**	-	**20**		**8**	**12**	**2**	**6**						**1**			**12**		**2**		**63**	**$11,339**	**50**	**5**	**$25**	**$75**	**$11,414**	
ONCOR coordination, survey data and exhibits	**B. I.**	-	**8**			**12**	**16**	**24**						**2**	**8**	**4**	**2**				**76**	**$10,860**	**50**	**5**	**$25**	**$75**	**$10,935**	
prepare schedule and monthly progress report	**B. I.**	-	**12**			**4**											**16**				**32**	**$5,024**	**20**			**$10**	**$5,034**	
II. PRELIMINARY ENGINEERING																												
collection, review and distribution of existing plans	**B. II. A.**	-	**4**		**2**	**8**	**4**	**8**							**1**		**2**		**2**		**31**	**$4,824**	**100**	**10**	**$50**	**$150**	**$4,974**	
plan review & coordination with adjacent development			**4**			**8**	**4**	**2**													**18**	**$3,146**	**50**			**$25**	**$3,171**	
Schematic Design - Coit Road																												
roundabout ultimate geometry study & memorandum			**8**		**16**	**24**	**40**	**4**									**4**				**96**	**$15,920**	**50**			**$25**	**$15,945**	
cross drainage sizing			**2**		**4**	**8**	**16**														**30**	**$4,922**	**20**			**$10**	**$4,932**	
existing utility mapping			**2**			**4**	**8**	**12**											**6**		**32**	**$4,386**	**20**			**$10**	**$4,396**	
roadway plan and profile (roll plot)			**4**		**8**	**40**	**64**	**32**													**148**	**$21,580**	**50**	**10**		**$75**	**$21,655**	
preliminary XS for side slope limits determination			**4**		**8**	**16**	**24**														**52**	**$8,820**	**50**			**$25**	**$8,845**	
cost estimate			**2**			**8**	**16**	**4**									**2**				**32**	**$4,568**	**20**			**$10**	**$4,578**	
Preliminary Engineering Design - Coit Road	**B. II. C.**	-																										
1. title-index		2	**1**			**2**	**4**	**8**												**7.5**	**15**	**$1,943**	**20**	**2**		**$20**	**$1,963**	
2. project layout - geometric data		3	**2**		**4**	**8**	**12**	**8**							**2**					**12.0**	**36**	**$5,470**	**30**	**3**		**$30**	**$5,500**	
3. typical sections		6	**4**		**4**	**8**	**32**	**48**												**16.0**	**96**	**$12,404**	**60**	**6**		**$60**	**$12,464**	
4. traffic control layout & detour routes		4	**1**		**2**	**8**	**24**	**40**												**18.8**	**75**	**$9,353**	**40**	**4**		**$40**	**$9,393**	
5. removal plan		4	**1**		**2**	**16**	**32**	**48**												**24.8**	**99**	**$12,649**	**40**	**4**		**$40**	**$12,689**	
6. paving plan and profile		11	**4**		**12**	**24**	**48**	**64**												**13.8**	**152**	**$20,868**	**110**	**11**		**$110**	**$20,978**	
7. drainage area map and calculations		4	**4**			**8**	**32**	**24**	**16**											**21.0**	**84**	**$13,364**	**40**	**4**		**$40**	**$13,404**	
8. drainage plan and profile		13	**4**			**8**	**16**	**40**	**80**											**11.4**	**148**	**$19,108**	**130**	**13**		**$130**	**$19,238**	
9. water line adjustments		4	**1**			**2**	**4**	**8**	**16**											**7.8**	**31**	**$4,109**	**40**	**4**		**$40**	**$4,149**	
10. cross sections		36	**2**			**4**	**64**	**40**	**32**											**3.9**	**142**	**$21,426**	**100**			**$50**	**$21,476**	
11. landscaspe concept(s)		3	**2**				**2**	**4**	**24**			**4**	**12**							**16.0**	**48**	**$6,312**	**30**			**$15**	**$6,327**	
qty and construction cost estimate	**B. II. C.**		**1**			**2**	**6**	**12**													**21**	**$3,335**	**50**			**$25**	**$3,360**	
60% submittal - QA/QC	**B. II. D.**		**8**			**8**	**8**	**16**	**4**						**2**		**4**				**50**	**$8,316**	**500**	**100**	**$25**	**$775**	**$9,091**	
comment response/resolution	**B. II. E.**		**4**			**2**	**8**	**4**									**2**				**20**	**$3,578**	**100**			**$50**	**$3,628**	
III. FINAL ENGINEERING																												
Final Engineering Design - Coit Road	**B. III. A.**	-																										
1. title-index-general notes		5	**4**		**2**	**4**	**8**	**4**												**4.4**	**22**	**$3,608**	**50**	**5**		**$50**	**$3,658**	
2. quantity summary sheets		3	**2**		**8**	**16**	**32**	**8**												**22.0**	**66**	**$10,178**	**30**	**3**		**$30**	**$10,208**	
3. project layout - geometric data		3	**2**		**1**	**4**	**8**	**4**							**1**					**6.7**	**20**	**$3,002**	**30**	**3**		**$30**	**$3,032**	
4. typical sections		6	**2**		**4**	**8**	**16**	**16**												**7.7**	**46**	**$6,570**	**60**	**6**		**$60**	**$6,630**	
5. traffic control layout & detour routes		4	**1**		**4**	**8**	**16**	**24**												**13.3**	**53**	**$7,149**	**40**	**4**		**$40**	**$7,189**	
6. removal plan		4	**2**		**4**	**8**	**12**	**16**												**10.5**	**42**	**$6,058**	**40**	**4**		**$40**	**$6,098**	
7. paving plan and profile		11	**4**		**4**	**8**	**16**	**24**												**5.1**	**56**	**$7,884**	**110**	**11**		**$110**	**$7,994**	
8. roadway grading plan		6	**2**		**8**	**16**	**32**	**48**												**17.7**	**106**	**$14,298**	**60**	**6**		**$60**	**$14,358**	
9. driveway and misc reconstruction layout		1	**1**		**2**	**4**	**8**	**16**												**31.0**	**31**	**$4,109**	**10**	**1**		**$10**	**$4,119**	
10. misc paving - drainage details		1	**2**		**2**	**4**	**8**	**16**												**32.0**	**32**	**$4,354**	**10**	**1**		**$10**	**$4,364**	
11. drainage area map and calculations		4	**1**		**8**	**12**	**16**	**8**												**11.3**	**45**	**$7,161**	**40**	**4**		**$40**	**$7,201**	
12. drainage plan and profile		13	**2**		**8**	**24**	**48**	**64**												**11.2**	**146**	**$19,442**	**130**	**13**		**$130**	**$19,572**	
13.water line adjustments		2	**1**		**2**	**4**	**12**	**16**												**17.5**	**35**	**$4,621**	**20**	**2**		**$20**	**$4,641**	
14. signing and pavement marking layout		6	**2**		**6**	**12**	**32**	**24**												**12.7**	**76**	**$10,634**	**60**	**6**		**$60**	**$10,694**	
15. erosion control plan		2			**1**	**4**	**12**	**16**												**16.5**	**33**	**$4,142**	**20**	**2**		**$20**	**$4,162**	
16. landscape planting plan and details		3	**2**			**2**	**4**	**16**				**2**	**16**							**14.0**	**42**	**$5,600**	**30**	**3**		**$30**	**$5,630**	
17. irrigation layout and details/notes		3	**2**			**2**	**4**	**24**				**8**	**16**							**18.7**	**56**	**$7,708**	**30**	**3**		**$30**	**$7,738**	
18. standard civil details and drawings		40	**1**		**2**	**4**	**8**	**4**												**0.5**	**19**	**$2,873**	**400**			**$200**	**$3,073**	
19. cross sections and earthwork summary		36	**4**		**8**	**32**	**24**	**8**												**2.1**	**76**	**$12,540**	**100**	**36**		**$230**	**$12,770**	
qty and construction cost estimate	**B. III. A.**		**1**		**2**	**6**	**12**														**21**	**$3,335**	**50**			**$25**	**$3,360**	
bid item list - technical specifications	**B. III. B.**		**2**		**4**	**16**	**8**										**8**				**38**	**$6,026**	**200**			**$100**	**$6,126**	
90% and 100% submittals - QA/QC	**B. III. C.**		**16**		**8**	**16**	**32**	**8**									**8**				**88**	**$14,288**	**1000**	**200**	**$50**	**$1,550**	**$15,838**	
comment response/resolution	**B. III. D.**		**8**		**4**	**12**	**8**										**2**				**34**	**$6,262**					**$6,262**	
IV. BID PHASE SERVICES																												
advertisement coordination and pre-bid meeting	**B. IV. A-C.**		**2**		**1**	**2**	**4**										**8**				**17**	**$2,278**			**$25**	**$25**	**$2,303**	
bid RFI and addenda	**B. IV. D.**		**4**		**2**	**8**	**4**	**8**									**2**				**28**	**$4,402**	**20**			**$10**	**$4,412**	
bid opening, review, tabulation, recommendation	**B. IV. E.-H.**		**1**		**2**	**4**	**4**										**1**				**12**	**$2,034**	**20**		**$25**	**$35**	**$2,069**	
V. SPECIAL SERVICES																												
Construction Administration	**B. V. A.**																											
1. conformed documents for construction			**4**		**2**	**4**	**8**	**12**									**4**				**34**	**$4,772**	**600**	**150**	**$250**	**$1,300**	**$6,072**	
2. preconstruciton conference			**4**			**4**	**2**										**2**				**12**	**$2,130**	**50**	**5**	**$25**	**$75**	**$2,205**	
3. construction coord (3 site visit, 3 meetings)			**12**		**6**	**12**	**4**	**2**							**2**		**4**				**42**	**$7,810**	**200**	**20**	**$150**	**$350**	**$8,160**	
4. submittal, RFI and CO review			**4**		**8**	**16**	**24**	**4**									**12**				**68**	**$10,252**	**100**	**10**		**$100**	**$10,352**	
5. record drawings			**1**		**2**	**4**	**8**	**16**									**2**				**33**	**$4,279**	**200**		**$25**	**$125**	**$4,404**	
Survey for Design	**B. V. B.**																											
1. right of entry documents/coordination			**2**			**4**									**1**		**4**				**11**	**$1,672**	**100**		**$50**	**$100**	**$1,772**	
2. estabish H-V control			**1**		**2**	**4**								**2**	**4**	**16**					**29**	**$5,103**	**50**	**5**		**$50**	**$5,153**	
3. topography and surface features mapping			**2**		**4**	**6**	**12**	**32**						**3**	**26**	**48**					**133**	**$19,403**	**50**	**5**		**$50**	**$19,453**	
Franchise Utility Coordination	**B. V. C.**		**2**		**2**	**8**	**24**	**16**													**52**	**$7,126**	**100**	**10**	**$50**	**$150**	**$7,276**	
SUE																												
1. level B locate - designate and marking	**B. V. D.**					**8**	**16**	**24**							**4**		**8**	**24**	**16**		**100**	**$13,512**	**50**		**$100**	**$125**	**$13,637**	
2. level A locate - vacum excavation	**B. V. D.**						**1**	**2**											**2**		**5**	**$638**	**20**		**$10,230**	**$10,240**	**$10,878**	Misc. is allowance for Level 'A' locate holes
Survey for ROW/Easement Documents	**B. V. E.**																											
1. recover corners and resolve property boundary								**12**						**38**	**58**	**72**	**6**				**186**	**$28,676**	**50**	**5**	**$100**	**$150**	**$28,826**	
2. prepare metes & bounds / parcel maps			**2**			**2**		**104**						**20**	**44**		**14**				**186**	**$21,886**	**100**			**$50**	**$21,936**	
3. set monuments for ROW & easements			**1**			**2**		**3**						**7**	**22**	**108**					**143**	**$23,791**	**50**		**$100**	**$125**	**$23,916**	
4. stake/flag ROW at 100' intervals						**2**	**4**	**2**						**2**	**4**	**16**					**30**	**$4,746**	**20**		**$50**	**$60**	**$4,806**	
Geotechnical Engineering	**B. V. F.**																											
1. field work/lab work and report coordination			**2**		**1**	**4**		**2**							**1**	**4**	**2**				**16**	**$2,642**	**200**		**$9,075**	**$9,175**	**$11,817**	Misc. is geotech fee proposal - EST, Inc.
Environmental Permitting																												
1. jurisdictional waters determination			**2**				**2**					**1**	**4**			**1**	**6**				**16**	**$2,185**	**200**	**5**	**$50**	**$175**	**$2,360**	
2. Section 404 pre-construction notification (PCN)			**4**			**2**					**4**	**8**	**12**				**8**				**38**	**$5,822**	**200**		**$100**	**$200**	**$6,022**	

Attachment: WA Coit Road-Ownsby Pkwy Halff signed (Coit Road Design & Ownsby Schematic Design)

EXHIBIT B - DESGN COST BREAKDOWN
CITY OF CELINA
Coit Road and Ownsby Parkway

City of Celina	Labor Category		Project Mgr.	Principal	Sr. Civil Eng.	Civil Eng.	Civil EIT	Civil CADD	Sr. Struct. Eng.	Elec. or Struct. Eng.	Struct. CADD / GIS	Sr. Env. Scientist/ Landscape Architect	Env. Scientist/ Landscape Architect	Survey RPLS	Survey SIT	Survey Crew	Clerical	SUE Crew	SUE Coordinator	hrs /sheet							
Coit Road and Ownsby Pkwy	**Team Member**		All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All		All	All		Print	Plot	Deliv./Misc.	All	All	
Fee Proposal - December 21, 2021	**Hourly Billing Rate**		$245.00	$270.00	$234.00	$181.00	$128.00	$103.00	$238.00	$188.00	$117.00	$214.00	$135.00	$197.00	$118.00	$175.00	$85.00	$165.00	$152.00		Total Manhour	Total Labor $		$0.50	$5.00	Sub-Consult	Total Expense $	Total $	Remarks
Task Description	**Scope Reference**	**Plan Sheets**																											
Subtotal Summary																													
I. PROJECT MANAGEMENT / COORDINATION			46		12	29	18	31						3	8	4	33		2		186	$30,168		220	20	$100	$310	$30,478	
II. PRELIMINARY ENGINEERING		90	69		96	322	476	450				4	12		5		14		8	16.2	1456	$210,401		1290	151	$25	$1,425	$211,826	
III. FINAL ENGINEERING		153	64		92	226	376	364				10	32		1		18			7.7	1183	$171,842		2520	313	$50	$2,875	$174,717	
IV. BID PHASE SERVICES			7		5	14	12	8									11				57	$8,714		40		$50	$70	$8,784	
V. SPECIAL SERVICES																												$189,045	
Construction Administration			25		18	40	46	34							2		24				189	$29,243		1150	185	$450	$1,950	$31,193	
Survey for Design			5		6	14	12	32						5	31	64	4				173	$26,178		200	10	$50	$200	$26,378	
Franchise Utility Coordination			2		2	8	24	16							52		$7,126					$7,126		100	10	$50	$150	$7,276	
SUE						8	17	26							4		8	24	18		105	$14,150		70		$10,330	$10,365	$24,515	
Survey for ROW/Easement Documents			3			6	4	121						67	128	196	20				545	$79,099		220	5	$250	$385	$79,484	
Geotechnical Engineering			2		1	4		2							1	4	2				16	$2,642		200		$9,075	$9,175	$11,817	
Environmental Permitting			6			2	2				4	9	16			1	14				54	$8,007		400	5	$150	$375	$8,382	
TOTAL - COIT ROAD		153	229		232	673	987	1084			4	23	60	75	180	269	148	24	28	18.8	4016	$587,570		6410	699	$20,580	$27,280	$614,850	
OWNSBY PARKWAY																													
I. PROJECT MANAGEMENT / COORDINATION																													
design specific coordination meetings (1)	B. I.	-	2		2	1		1									1				7	$1,327						$1,327	
general project coordination and correspondence	B. I.	-	4			4	2	2									4				16	$2,506						$2,506	
II. PRELIMINARY ENGINEERING																													
Schematic Design - Ownsby Parkway																													
alignment study & memorandum			4		8	12	24	4									4				56	$8,848		50			$25	$8,873	
cross drainage sizing			2		4	8	16														30	$4,922		20			$10	$4,932	
tree survey & exhibit			2			4	8	12				2	64		4	16	2				114	$15,984		20			$10	$15,994	
roadway plan and profile (roll plot)			4		8	16	32	16													76	$11,492		50	10		$75	$11,567	
preliminary XS for side slope limits determination			4		4	12	16														36	$6,136		50			$25	$6,161	
cost estimate			2			8	16	4									2				32	$4,568		20			$10	$4,578	
III. FINAL ENGINEERING - NIC																													
IV. BID PHASE SERVICES - NIC																													
V. SPECIAL SERVICES																													
Survey for Design	B. V. B.																												
1. right of entry documents/coordination															1		4				5	$458						$458	
2. estabish H-V control															2	4					6	$936						$936	
3. topography and surface features mapping						2	4	16						1	6	16					45	$6,227						$6,227	
Survey for ROW/Easement Documents	B. V. E.																												
1. recover corners and resolve property boundary								4						2	6	8	2				22	$3,084						$3,084	
2. prepare metes & bounds / parcel maps						2		16						4	4		2				28	$3,440						$3,440	
3. set monuments for ROW & easements								1						1	2	12					16	$2,636						$2,636	
Environmental Permitting																													
1. jurisdictional waters determination						2	2	2				3	12			1	2				24	$3,431						$3,431	
Subtotal Summary																													
I. PROJECT MANAGEMENT / COORDINATION			6		2	5	2	3									5				23	$3,833						$3,833	
II. PRELIMINARY ENGINEERING			18		24	60	112	36				2	64		4	16	8				344	$51,950		210	10		$155	$52,105	
III. FINAL ENGINEERING - NIC																													
IV. BID PHASE SERVICES - NIC																													
V. SPECIAL SERVICES																												$20,212	
Survey for Design						2	4	16						1	9	20	4				56	$7,621						$7,621	
Survey for ROW/Easement Documents						2		21						7	12	20	4				66	$9,160						$9,160	
Environmental Permitting						2	2	2				3	12			1	2				24	$3,431						$3,431	
TOTAL - OWNSBY PARKWAY			24		26	71	120	78				5	76	8	25	57	23				513	$75,995		210	10		$155	$76,150	
GRAND TOTAL			253		258	744	1107	1162			4	28	136	83	205	326	171	24	28	18.8	4529	$663,565		6620	709	$20,580	$27,435	$691,000	

Attachment: WA Coit Road-Ownsby Pkwy Halff signed (Coit Road Design & Ownsby Schematic Design)

EXHIBIT C
SCHEDULE OF CONTRACT WORK

Task Name	Duration Calendar Days	Start Date	Finish Date
CITY OF CELINA **COIT ROAD - OWNSBY PARKWAY**	**712**	**3/1/2022**	**4/16/2024**
Design Notice to Proceed	0	3/1/2022	3/1/2022
Survey and Level B SUE	**60**	**3/1/2022**	**4/30/2022**
Research, Data Collection and Field Work	60	3/1/2022	4/30/2022
Geotechnical Investigation	**45**	**3/1/2022**	**4/15/2022**
Subsurface Exploration and Lab Tests	30	3/1/2022	3/31/2022
Final Report	15	3/31/2022	4/15/2022
Schematic Design (30%)	**65**	**4/30/2022**	**7/4/2022**
Prepare 30% Conceptual Schematic and OPCC	45	4/30/2022	6/14/2022
City Review	15	6/14/2022	6/29/2022
60% Review Meeting	5	6/29/2022	7/4/2022
Preliminary Engineering Design (60%)	**80**	**7/4/2022**	**9/22/2022**
Prepare 60% Plans, Specifications and OPCC	60	7/4/2022	9/2/2022
City Review	15	9/2/2022	9/17/2022
60% Review Meeting	5	9/17/2022	9/22/2022
Prepare ROW Documents	**55**	**9/17/2022**	**11/11/2022**
Legal Descriptions and Exhibits	30	9/17/2022	10/17/2022
City Review	10	10/17/2022	10/27/2022
Set Pins and Sign Documents	15	10/27/2022	11/11/2022
Final Design Phase (100%)	**45**	**9/22/2022**	**11/6/2022**
Prepare 100% Plans, Specifications and OPCC	45	9/22/2022	11/6/2022
City Review	15	11/6/2022	11/21/2022
100% Review Meeting	5	11/21/2022	11/26/2022
Complete 100% Bid Documents and OPCC	15	11/26/2022	12/11/2022
Bid Phases Services	**47**	**12/11/2022**	**1/27/2023**
Submit Final Bid Documents	0	12/11/2022	12/11/2022
Advertise for Bid, Answer Questions, and Prepare Addenda	40	12/11/2022	1/20/2023
Receive Bids	0	1/20/2023	1/20/2023
Tabulate Bids, Research Bidders, and Provide Recommendation Letter	7	1/20/2023	1/27/2023
Construction Administration	**445**	**1/27/2023**	**4/16/2024**
Council Award - Notice to Proceed	30	1/27/2023	2/26/2023
Construction Activities (submittals, RFIs, Site Visits, etc.)	400	2/26/2023	4/1/2024
Construction Walk Through	0	4/1/2024	4/1/2024
Prepare Record Drawings/CADD Files	15	4/1/2024	4/16/2024

Attachment: WA Coit Road-Ownsby Pkwy Halff signed (Coit Road Design & Ownsby Schematic Design)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: March 15, 2022
Re: 6 MG Storage Tank Testing Services

Action Requested:
Consider and act to authorize an agreement for testing services for the 6 MG Storage Tank project with EST, Inc., in an amount not to exceed $59,951.50. (Berry)

Background Information:
The work order includes testing and inspection services for the new 6 MG storage tank currently under construction. The work order including the fee schedule is attached.

Staff previously authorized this service in an amount of $11,589.50 in October 2022. The attached worked order is in addition to the previously authorized amount which brings the new total to $59,951.50.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:
Council may reject the authorization and direct staff.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Work Order

Life Connected.

WORK AUTHORIZATION

MAPS # 30 Revised **MAPS DATE:** 9/11/2018

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	EST, Inc		
Consultant Project #:			
Project Name:	Celina 6 MG Ground Storage Tank Improvements		
Purchase Order#		**Project #(s)**	

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: Electronic Submission is preferred.	Email to: accounts.payable@celina-tx.org Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** At project site and EST lab
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:** #30 revised cost estimate based on additional testing frequency attached

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** Testing & Inspection for Storage Tank Improvements
2. **Compensation:** $48,362
3. **Timeline:** When the city's contractor starts and When city's contractor completes work.

Attachment: EST WA 30 Revised (002) (6 MG Storage Tank - Testing Services)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
	Signature
	Kelly Selman, P.E. Regional Director
Printed Name & Title	Printed Name & Title
	2/4/2022
Date	Date

Attachment: EST WA 30 Revised (002) (6 MG Storage Tank - Testing Services)

Estimate of Material Testing

From: EST, Inc.
3522 Sam Rayburn HWY
Melissa, TX 75454
409-907-5503
Email - JoshG@estinc.com

To: Catherine Oduro
City of Celina

Project Celina Water Storage Tank - Revised
Location: Celina, Tx
County: Collin

Item No.	Description	Quantity	Unit	Unit Price	Amount
	Subgrade/Line Inspection & Testing				
1	Moisture Density Proctor	9	Each	$ 150.00	$ 1,350.00
2	Atterberg Limits	9	Each	$ 65.00	$ 585.00
3	Sulphate Testing	3	Each	$ 50.00	$ 150.00
4	Flex Base Proctor ASTM D 1557	3	Each	$ 165.00	$ 495.00
5	Densities on Subgrade	100	Hour	$ 55.00	$ 5,500.00
6	Proof Roll Observation	15	Hours	$ 55.00	$ 825.00
7	Sampling Fee	12	Hour	$ 55.00	$ 660.00
8	Densities on Fill Material	85	Hour	$ 55.00	$ 4,675.00
	FRESH & HARDENED CONCRETE TESTING				
	Concrete Fresh Testing Per Set (4-Cylinders, Air Slump, & Temperature)				
9	Quantity of Test	85	Per Test	$ 80.00	$ 6,800.00
10	Estimated Tech Time	85	Hour	$ 55.00	$ 4,675.00
	Strength Testing Hardened Concrete				
11	**(Per Cylinder,Cure, Break, & Dispose)**	340	Per Cylinder	$ 20.00	$ 6,800.00
	Inspection & Sampling of Masonry				
12	Estimated Tech Time for Masonry Inspections	3	Hour	$ 55.00	$ 165.00
13	**COMPRESSIVE STRENGTH OF MORTAR CUBES (SET OF 6**				
14	Quantity of Test	3	Each	$ 102.00	$ 306.00
15	Estimated Tech Time	3	Hour	$ 55.00	$ 165.00
16	Strength Testing Hardened Mortor	9	Each	$ 22.00	$ 198.00
17	SAMPLING & TESTING GROUT (SET OF 4)				
18	Quantity of Test	3	Each	$ 160.00	$ 480.00
19	Estimated Tech Time	3	Hour	$ 55.00	$ 165.00
20	Strength Testing Hardened Grout	9	Each	$ 22.00	$ 198.00
	ADDITIONAL FEES				
21	Estimated Project Managers Time	0	Hour	$ 95.00	$ -
22	Reporting	326	Each	$ 20.00	$ 6,520.00
23	Trip Charges	90	Each	$ 85.00	$ 7,650.00
	Estimated Total				**$ 48,362.00**

Item No. 5 & 8 - Density charge rate is $55.00 per hour with a minimum of 2 hour charge, this includes gauge and tech time.
Trip Charges - There will be a standard rate of $85.00 per trip made to the project location for inspection and testing.

Terms and Conditions:
EST has a standard standby time charge rate of $55.00 per hour for a technician who is required to be on site while performing on site inspection and or testing.

These rates quoted by the hour do not reflect any off shift hours EST may be asked to cover. Off shift hours are defined as any work requiring a technician to work outside of M-F 8am-5pm. Any testing or inspection that requires a technician to be on site Saturday or Sunday will be at our standard hourly rate times 1.5.

The quantities and totals above are estimates based on anticipated progression and scope of work.

Attachment: EST WA 30 Revised (002) (6 MG Storage Tank - Testing Services)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: March 15, 2022
Re: Rasor Regional WRF Discharge Permit, 22W05081

Action Requested:
Consider and act to authorize an agreement with Garver, LLC., for application assistance with the Rasor Regional WRF Discharge Permit in an amount not to exceed $92,894.00. (Berry)

Background Information:
Services include assistance in applying for and obtaining a Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System permit. The permit will be for a .25 million gallon water reclamation facility. The work order including the fee schedule and timeline are attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:
Council may reject the authorization and direct staff.

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

Legal Review:
Work Order has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Work Order

WORK ORDER NO. 22W05081.1
City of Celina
Celina, Texas
Project No. 22W05081

This WORK ORDER is made by and between the **City of Celina** of **Celina, Texas,** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on November 10, 2015.

Under this Work Order, the Owner intends to make the following improvements for the **Rasor Regional WRF Discharge Permit.**

Generally, the Scope of Services includes professional services necessary for applying for and obtaining a Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) discharge permit. The permit will be for a 0.25 MGD package water reclamation facility at land to be acquired by the Owner but will target a 10 MGD flow rate with four phases for ultimate buildout of the site.

SECTION 1 - SCOPE OF SERVICES

Task 1.0 Discharge Permitting

Task 1.1 Perform Modeling for the Wastewater Treatment Facility

- Review existing water quality model for Elm Creek and evaluate the impact of a permitted flow for the facility to up to 10.0 MGD.
- Model up to four flow phases. The modeling of flow phases does not include optimizing flow phasing between Legacy Hills WRF, Downtown WRF, and Rasor Regional WRF.
- Visit the site to survey transects and collect flow and velocity data from up to ten transects over approximately 0.5 stream miles. The information will be recorded on Worksheet 2.1, which will be incorporated into the new TPDES permit application and used for modeling purposes. Securing right of entry to the properties necessary to access Little Elm Creek will be the responsibility of the Engineer.
- Meet with TCEQ water quality modeling staff to discuss the model, and develop a PowerPoint intended fo TCEQ water quality modeling staff.
- Prepare preliminary model for Little Elm using the selected scenarios as a basis and incorporating downstream impacts of the Rasor Regional WRF.

Task 1.2 Initiate Application Project and Gather/Develop Appropriate Information

- Review the information available from the previous permit application.
- Prepare a list of additional information to be provided by the Engineer or Owner and the appropriate format for presenting the additional information.
- Prepare for and participate in a project strategy meeting with the Engineer and Owner.
- Prepare for and participate in a pre-application meeting with TCEQ to discuss the planned project. The pre-application meeting will be requested via the recently updated format for request pre- application meetings from TCEQ.

Attachment: 2022-3-3 Rasor Regional WRF Permit to 10 MGD (Rasor Regional WRF)

Task 1.3 Prepare Permit Application Documents

- Complete the application forms, assemble the necessary worksheets, and prepare appropriate exhibits.
- Information provided by the Engineer and Owner based on the application information includes, but is not limited to, description of the existing facilities, listing of the major treatment units with dimensions of each unit for each phase of the project, process flow schematic diagrams, facility site plan, buffer zone map, location maps, results of pollutant analyses of treated effluent, design calculations, sewage sludge management plan, biomonitoring results, and description of industrial user contributions.
- Conduct one site visit to the Rasor Regional WRF proposed site, if necessary, to obtain additional information regarding the outfall and discharge route downstream of the outfall and collect photos of proposed treatment unit areas.
- Provide draft copies of all permit application documents for Owner review. Comments will be incorporated into the application, as applicable. Four copies of the application will be submitted to the TCEQ.
- The application must be submitted with proof of payment of the application fee. Any fees will be responsibility of Owner.

Task 1.4 Respond to TCEQ During Administrative Review Process

- Respond to TCEQ requests for additional information during the administrative review until TCEQ declares the application administratively complete.
- Assist Owner with publication of the notice of application. Owner will be responsible for publishing the notices and paying the costs of the publishing.
- Provide a hard copy of the application to the Owner for placement by Owner in a suitable location for public viewing.

Task 1.5 Assist with Responding to Comments

- Respond to TCEQ requests for additional information during the technical review. This may include technical information regarding aspects of the application, water quality modeling questions, or other technical information.
- Track the application through the permitting process by periodically contacting TCEQ staff responsible for developing the permit.

Task 1.6 Review and Comment on Draft TPDES Permit

- Review the initial draft permit provided by the TCEQ.
- Prepare a draft response-to-draft letter, coordinating with Owner, for submission to TCEQ.
- For purposes of this scope of services, it is anticipated that the draft permit process will include a total of 3 rounds of draft permits from the TCEQ from the initial draft to a final draft prior to the final public notice.
- Assist Owner with publication of the second notice. Owner will be responsible for publishing the notices and paying the costs of the publishing.

Attachment: 2022-3-3 Rasor Regional WRF Permit to 10 MGD (Rasor Regional WRF)

Task 2.0 Package Plant Conceptual Evaluation

Garver will coordinate with multiple package plant manufacturers. The coordination will identify general footprints and processes which can be provided by the manufacturer as part of the overall package plant, versus identifying processes which must be designed as a standalone unit. This work will supplement the permitting work identified in Task 1. Following the coordination, Garver will provide the Owner with updated proposals and pricing directly from the manufacturers and will utilize this information to develop a proposal for detailed design as well as supplement the data needs of Task 1.

SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, Tasks 1, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1.0 Discharge Permitting	$82,894	Lump Sum
Task 2.0 Package Plant Conceptual Evaluation	$10,000	Hourly, NTE
TOTAL FEE	$92,894	Lump Sum + Hourly, NTE

The total amount to be paid under this agreement is $92,894.

For hourly not to exceed tasks, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on or about June 1, 2023.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the lump sum fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2023.

SECTION 3 – ADDITIONAL SERVICES (EXTRA WORK)

For work not described or included in Section 1 – Scope of Services, Additional Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation:

Attachment: 2022-3-3 Rasor Regional WRF Permit to 10 MGD (Rasor Regional WRF)

1. Water quality sampling.
2. Design of WRF processes beyond conceptual coordination.
3. Model quality modeling beyond the four identified scenarios.
4. Modification of the already submitted permit.
5. Property survey.
6. Floodplain Hydrologic and Hydraulics Studies, including submittal of a LOMR.
7. Easement coordination or easement documents.
8. Geotechnical services.
9. Additional permitting assistance not already identified.
10. Environmental Information Document.
11. Submittals or deliverables in addition to those listed herein.
12. Sampling Services
13. Additional meetings

SECTION 4 – SCHEDULE

The following schedule details the anticipated milestones and delivery dates for each deliverable.

Project Task	Duration
Task 1.0 – Discharge Permitting	Draft application to be submitted within 90 days of relevant information being received from Owner
Task 2.0 – Package Plant Conceptual Evaluation	90 days from NTP

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Attachment: 2022-3-3 Rasor Regional WRF Permit to 10 MGD (Rasor Regional WRF)

Approval and acceptance of this Work Order shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

City of Celina	GARVER, LLC
By: _____ *Signature*	By: Lance Klement *Signature*
Name: _____ *Printed Name*	Name: Lance Klement *Printed Name*
Title: _____	Title: North Texas Water Team Leader
Date: _____	Date: 3/3/2022

Attachment: 2022-3-3 Rasor Regional WRF Permit to 10 MGD (Rasor Regional WRF)



Appendix A
City of Celina
Rasor 0.25 MGD
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	$ 111.00
E-2	$ 128.00
E-3	$ 155.00
E-4	$ 181.00
E-5	$ 221.00
E-6	$ 272.00
E-7	$ 361.00
Planners / Environmental Specialist	
P-1	$ 133.00
P-2	$ 167.00
P-3	$ 198.00
P-4	$ 232.00
P-5	$ 268.00
P-6	$ 306.00
P-7	$ 370.00
Designers	
D-1	$ 103.00
D-2	$ 121.00
D-3	$ 144.00
D-4	$ 167.00
Technicians	
T-1	$ 81.00
T-2	$ 102.00
T-3	$ 125.00
Surveyors	
S-1	$ 50.00
S-2	$ 66.00
S-3	$ 88.00
S-4	$ 126.00
S-5	$ 167.00
S-6	$ 190.00
2-Man Crew (Survey)	$ 202.00
3-Man Crew (Survey)	$ 252.00
2-Man Crew (GPS Survey)	$ 222.00
3-Man Crew (GPS Survey)	$ 272.00
Construction Observation	
C-1	$ 98.00
C-2	$ 125.00
C-3	$ 153.00
C-4	$ 188.00
Management/Administration	
X-1	$ 64.00
X-2	$ 86.00
X-3	$ 120.00
X-4	$ 153.00
X-5	$ 187.00
X-6	$ 231.00
X-7	$ 279.00

Attachment: 2022-3-3 Rasor Regional WRF Permit to 10 MGD (Rasor Regional WRF)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Catherine Oduro, Engineer
CC: Kim Brawner, Executive Director of Public Services
Date: March 15, 2022
Re: Lilyana- Development Agreement

Action Requested:
Consider and authorize the City Manager to approve payment of the City's contribution (55%) estimated to be $2,183,909.65 for the construction of Coit Road East. (Brawner)

Background Information:
Per the Hillwood South Development agreement which was originally signed between the city of Celina and Celina Development LLC in 2015 and amended in 2018. The City's contribution for the eastern lanes of Coit Road, adjacent to Lilyana Phase 5 (the "Phase 5 Roadway), per Section 5.01(d) of the Development Agreement, as amended by Section 2.8 of the First Amendment, is 55%, estimated to be $2,183,909.65. Pursuant to Section 5.02(a) of the above-referenced Development Agreement, Celina Development was to notify the city 180days prior to start of construction. The city was notified on August 3, 2021, about the intent to commence construction of the Phase 5 Roadway. The City's contribution will be paid from the 2022 bond obligation and the Celina Development has been notified.

Supporting Documents:
- Notice of Intent of start of construction
- Developers Agreement

Staff Recommendation:
Staff recommends approval as presented.

HILLWOOD
A PEROT COMPANY℠

August 3, 2021

VIA OVERNIGHT DELIVERY

City of Celina
142 N. Ohio St.
Celina, Texas 75009
Attn: Jason Laumer, City Manager
E-mail:jlaumer@celina-tx.gov
FAX: (972) 382-3736

Re: Notice of Intent to Commence Construction of Coit Road (East Side) ("Notice"), under Amended and Restated Development Agreement dated effective April 28, 2015 ("Amended and Restated Development Agreement"), as amended by that First Amendment to Amended and Restated Development Agreement dated effective February 13, 2018 (the "First Amendment" and together with Amended and Restated Development Agreement, collectively, the "Development Agreement") between the City of Celina (the "City") and Celina Development, LLC, ("Celina Development"), as assignee of the rights of "Owner" and "Hillwood" under the Development Agreement. Capitalized terms not otherwise defined herein shall have the same meanings as in the Development Agreement.

Dear Mr. Laumer,

Pursuant to Section 5.02(a) of the above-referenced Development Agreement, notice is hereby given to the City that Celina Development intends to commence construction of the eastern lanes of Coit Road, adjacent to Lilyana Phase 5 (the "Phase 5 Roadway") within 180 days of the date of this Notice letter. Attached for your reference is a copy of the Engineer's Estimate of Anticipated Costs for the construction of the Phase 5 Roadway. The City Contribution for the Phase 5 Roadway, per Section 5.01(d) of the Development Agreement, as amended by Section 2.8 of the First Amendment, is 55%, estimated to be $2,183,909.65.

As required under Section 5.02(a) of the Development Agreement, please arrange to deposit $2,183,909.65 in escrow no later than February 3, 2022. Once deposited, please provide us with the applicable information regarding the escrow account.

Attachment: Notice re City Contribution--Coit Road_Ph 5 (Coit Road East – Cost Share Payment)

For future information, construction of the western lanes of Coit Road and County Road 83, adjacent to Lilyana Phase 7 (the "Phase 7 Roadway") is anticipated to begin 3Q2022. To help the City with budgeting needs, the anticipated 55% City contribution for the Phase 7 Roadway is estimated to be $2,207,679.86. Official notice will be given 180 days prior to commencement of the Phase 7 Roadway.

Thank you for your anticipated cooperation. Please contact me with any questions.

Sincerely,

Kimberly Comiskey

Kim Comiskey
Project Manager
HILLWOOD COMMUNITIES

Cc: Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
Attn: Lance Vanzant
E-mail: lvanzant@hbwvlaw.com
FAX: (866) 580-1744

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

Attachment: Notice re City Contribution--Coit Road_Ph 5 (Coit Road East – Cost Share Payment)

Jul-21

Coit Road

	Description	Unit	Quantity	Unit Price	Total Cost
Erosion Control					
	Silt Fence	LF	12,548	$ 1.50	$ 18,822.00
	Curlex	LF	11,416	$ 1.30	$ 14,840.80
	Rock Check Dams	LF	25	$ 65.00	$ 1,625.00
	Inlet Protection	EA	20	$ 155.00	$ 3,100.00
	Construction Entrance	EA	1	$ 2,500.00	$ 2,500.00
	Broadcast Seeding	AC	18.0	$ 350.00	$ 6,300.00
	Total Erosion Control				**$ 47,187.80**
Excavation					
	Unclassified Excavation	CY	37,510	$ 2.50	$ 93,775.00
	Remove & Dispose of Asphalt Pavement	SY	2,782	$ 15.00	$ 41,730.00
	Clearing and Grubbing	AC	15.5	$ 2,500.00	$ 38,750.00
	Total Excavation				**$ 174,255.00**
Paving					
	9" Reinf. Concrete Pavement	SY	35,750	$ 48.00	$ 1,716,000.00
	8" Lime Stabilized Subgrade (2' outside back of curb)	SY	40,111	$ 5.00	$ 200,555.00
	8% Hydrated Lime (54 lbs/sy)	TONS	1,083	$ 170.00	$ 184,109.49
	10 Mil Poly (4' outside back of curb for 50% of road)	SF	39,960	$ 0.30	$ 11,988.00
	Connect to Existing Concrete Header	LF	39	$ 15.00	$ 585.00
	Temporary Right Turn Lane (535 LF)(FM 1461) & accecl lane (600 LF)	LS	1	$ 250,000.00	$ 250,000.00
	5' Sidewalk	SF	29,465	$ 5.50	$ 162,057.50
	10' Sidewalk	SF	41,690	$ 5.50	$ 229,295.00
	Striping/Buttons	LS	1	$ 35,000.00	$ 35,000.00
	Traffic Control	LS	1	$ 20,000.00	$ 20,000.00
	Total Paving				**$ 2,809,589.99**
Water					
	12" PVC Water	LF	5,582	$ 40.00	$ 223,280.00
	8" PVC water	LF	544	$ 28.55	$ 15,531.20
	6" PVC water	LF	756	$ 25.00	$ 18,900.00
	12" Gate Valves	EA	22	$ 2,200.00	$ 48,400.00
	8" Gate Valves	EA	5	$ 1,340.00	$ 6,700.00
	6" Gate Valves	EA	19	$ 850.00	$ 16,150.00
	6" x 6" Tapping Sleeve	EA	1	$ 3,500.00	$ 3,500.00
	12" x 12" Cut in Tee	EA	1	$ 6,500.00	$ 6,500.00
	Fire Hydrants & Assembly	EA	19	$ 3,858.75	$ 73,316.25
	Cast Iron Fittings	TONS	4.73	$ 5,000.00	$ 23,650.00
	Concrete Blocking	LS	1	$ 4,730.00	$ 4,730.00
	Trench Safety	LF	6,882	$ 0.10	$ 688.20
	Water Line Testing	LF	6,882	$ 0.50	$ 3,441.00
	Total Water				**$ 444,786.65**
Sanitary Sewer					
	8" PVC (SDR 35)	LF	767	$ 30.20	$ 23,163.40
	4' Dia. M.H.	EA	2	$ 4,882.50	$ 9,765.00
	Trench Safety	EA	6,882	$ 0.10	$ 688.20
	Sanitary Sewer Line Testing	EA	6,882	$ 1.00	$ 6,882.00
	Total Water				**$ 40,498.60**

Attachment: Notice re City Contribution--Coit Road_Ph 5 (Coit Road East – Cost Share Payment)

	Description	Unit	Quantity	Unit Price	Total Cost
Storm Sewer					
	18" RCP (Class III)	LF	2,010	$ 50.00	$ 100,500.00
	21" RCP (Class III)	LF	740	$ 65.00	$ 48,100.00
	24" RCP (Class III)	LF	616	$ 70.00	$ 43,120.00
	27" RCP (Class III)	LF	1,198	$ 80.00	$ 95,840.00
	33" RCP (Class III)	LF	1,108	$ 95.00	$ 105,260.00
	36" RCP (Class III)	LF	1,142	$ 104.00	$ 118,768.00
	39" RCP (Class III)	LF	95	$ 128.00	$ 12,160.00
	48" RCP (Class III)	LF	229	$ 178.00	$ 40,762.00
	6'x4' RCB (Class III)	LF	750	$ 340.00	$ 255,000.00
	6'x5' RCB (Class III)	LF	264	$ 450.00	$ 118,800.00
	7'x5' RCB (Class III)	LF	155	$ 525.00	$ 81,375.00
	4' Storm Manhole	EA	5	$ 5,500.00	$ 27,500.00
	5' Storm Manhole	EA	1	$ 6,500.00	$ 6,500.00
	7'x5' Junction Structure	EA	2	$ 10,500.00	$ 21,000.00
	8'x5' Junction Structure	EA	1	$ 15,500.00	$ 15,500.00
	10' Standard Curb Inlet	EA	14	$ 3,975.00	$ 55,650.00
	3'X3' Drop Inlet	EA	6	$ 3,202.50	$ 19,215.00
	TxDOT CH-PW-S Headwall (7'x5')	EA	1	$ 25,000.00	$ 25,000.00
	12" Gabion Mattress	SY	75	$ 192.00	$ 14,400.00
	Trench Safety	LF	8,307	$ 0.10	$ 830.70
	misc storm---for large items and debris separators	LS	1	$ 40,000.00	$ 40,000.00
	Storm Sewer Line Testing and TV Insp.	LF	8,307	$ 1.25	$ 10,383.75
	Total Storm Sewer				**$ 1,255,664.45**
Street Signs					
	Street Name Signs	EA	8	$ 500.00	$ 4,000.00
	Speed Limit Signs	EA	5	$ 500.00	$ 2,500.00
	Stop Signs	EA	7	$ 500.00	$ 3,500.00
	Street Lights	EA	16	$ 15,000.00	$ 233,333.33
	Total Street Lights & Signs				**$ 243,333.33**
TOTAL HARD COST					**$ 5,015,315.82**
Soft Cost					
	Project Mobilization (3%)				$ 150,459.47
	Construction Material Testing (2%)				$ 100,306.32
	Soil Testing - Prelim/Final Geotech Recommendations				$ 25,000.00
	Engineering, Construction Staking, Admin.				$ 601,837.90
	Topo				$ 10,500.00
	Maintenance Bond				$ 67,650.62
	TxDOT Permitting				$ 25,000.00
	Construction/Final Plat				$ 20,000.00
	15% Contingency				$ 752,297.37
TOTAL SOFT COST					**$ 1,602,592.21**

GRAND TOTAL COST **$ 6,617,908.03**

TOTAL City of Celina **$ 3,639,849.42**

TOTAL Hillwood **$ 2,978,058.61**

PROJECT BREAKDOWN (55% City of Celina Cost)	Ph 5 Roadway (assumes 60% of costs)	$ 2,183,909.65
	Ph 7 Roadway (assumes 40% of costs)	$ 1,455,939.77

Attachment: Notice re City Contribution--Coit Road_Ph 5 (Coit Road East – Cost Share Payment)

Jul-21

CR 83 - Celina, TX

	Description	Unit	Quantity	Unit Price	Total Cost
Erosion Control					
	Silt Fence	LF	4,000	$ 1.65	$ 6,600.00
	Curlex	LF	4,000	$ 1.30	$ 5,200.00
	Inlet Protection	EA	11	$ 175.00	$ 1,925.00
	Broadcast Seeding	AC	1.2	$ 440.00	$ 527.18
	Total Erosion Control				**$ 14,252.18**
Excavation					
	Site Preparation	AC	2.75	$ 8,800.00	$ 24,200.00
	Unclassified Excavation	CY	6,655	$ 3.00	$ 19,965.00
	Moisture Condition 5' Depth (within ROW)--assumes 50% of road	CY	7,200	$ 5.00	$ 36,000.00
	Fine Grading	SY	9,080	$ 2.00	$ 18,160.00
	Remove and Dispose of Driveway Culverts (RCP and CMP)	LF	200	$ 25.00	$ 5,000.00
	Remove & Dispose of Asphalt Pavement	SY	4,700	$ 8.00	$ 37,600.00
	Remove & Replace Ex. Misc. Fencing	LS	1	$ 22,000.00	$ 22,000.00
	Sod Behind Curb (East Side of CR 84)	SY	4,500.0	$ 3.96	$ 17,820.00
	Total Excavation				**$ 180,745.00**
Paving					
	7" Reinf. Concrete Pavement	SY	7,511	$ 40.00	$ 300,440.00
	6" Lime Stabilized Subgrade (2' outside back of curb)	SY	8,640	$ 3.30	$ 28,512.00
	7.5% Hydrated Lime (45 lbs/sy)	TONS	194	$ 170.00	$ 33,048.00
	10 Mil Poly (4' outside back of curb for full length of road)	SF	8,000	$ 0.30	$ 2,400.00
	Temporary Asphalt Pavement	SY	0	$ 45.00	$ -
	Remove & Replace Ex. Concrete Drives	SY	491	$ 59.40	$ 29,165.40
	Remove & Replace Ex. Asphalt Drives	SY	282	$ 79.20	$ 22,334.40
	Connect to Ex. Asphalt Pavement	LF	130	$ 15.00	$ 1,950.00
	Connect to Ex. Concrete Drive	LF	157	$ 15.00	$ 2,355.00
	Concrete Header	LF	27	$ 10.00	$ 270.00
	8' Sidewalk	SF	16,000	$ 5.50	$ 88,000.00
	Striping/Buttons	LS	1	$ 17,500.00	$ 17,500.00
	Traffic Control	LS	1	$ 25,000.00	$ 25,000.00
	Total Paving				**$ 550,974.80**
Sanitary Sewer					
	8" PVC (SDR 35)	LF	0	$ 27.00	$ -
	4' Dia. M.H.	EA	0	$ 3,200.00	$ -
	Connect to Existing Manhole	EA	0	$ 1,500.00	$ -
	Trench Safety	LF	0	$ 0.30	$ -
	Sanitary Sewer Line Testing	LF	0	$ 1.50	$ -
	Total Sanitary Sewer				**$ -**
Water					
	Relocate Ex. Fire Hydrant	EA	2	$ 1,425.00	$ 2,850.00
	Adjust Ex. Gate Valve	EA	5	$ 250.00	$ 1,250.00
	Total Water				**$ 4,100.00**
Storm Sewer					
	18" RCP (Class III)	LF	461	$ 50.00	$ 23,050.00
	24" RCP (Class III)	LF	34	$ 70.00	$ 2,380.00
	27" RCP (Class III)	LF	465	$ 82.00	$ 38,130.00
	30" RCP (Class III)	LF	25	$ 103.13	$ 2,578.25
	36" RCP (Class III)	LF	275	$ 133.95	$ 36,836.25
	39" RCP (Class III)	LF	447	$ 160.74	$ 71,850.78
	10' Standard Curb Inlet	EA	8	$ 4,025.00	$ 32,200.00
	3' x 3' Drop Inlet	EA	1	$ 3,321.45	$ 3,321.45
	4' x 4' Drop Inlet	EA	2	$ 3,811.50	$ 7,623.00
	Trench Safety	LF	1,707	$ 0.10	$ 170.70
	Storm Sewer Line Testing and TV Insp.	LF	1,707	$ 1.25	$ 2,133.75
	misc storm---for large items and debris separators	LS	1	$ 25,000.00	$ 25,000.00
	Total Storm Sewer				**$ 245,274.18**

Attachment: Notice re City Contribution--Coit Road_Ph 5 (Coit Road East – Cost Share Payment)

	Description	Unit	Quantity	Unit Price	Total Cost
Street Signs					
	Street Lights	EA	0	$ -	$ -
	Street Name Signs	EA	4	$ 715.00	$ 2,860.00
	Speed Limit Signs	EA	2	$ 715.00	$ 1,430.00
	Stop Signs	EA	4	$ 715.00	$ 2,860.00
	Total Street Lights & Signs				**$ 7,150.00**
TOTAL HARD COST					**$ 1,002,496.16**
Soft Cost					
	Project Mobilization (3%)				$ 30,074.88
	Construction Material Testing (2%)				$ 20,049.92
	Soil Testing - Prelim/Final Geotech Recommendations				$ 15,000.00
	Engineering, Construction Staking, Admin.				$ 150,374.42
	Topo				$ 6,500.00
	Maintenance Bond				$ 12,005.23
	TxDOT Permitting				$ -
	ROW Docs				$ 10,000.00
	15% Contingency				$ 150,374.42
TOTAL SOFT COST					**$ 364,304.01**

GRAND TOTAL COST **$ 1,366,800.17**

TOTAL City of Celina **$ 751,740.09**

TOTAL Hillwood **$ 615,060.08**

PROJECT BREAKDOWN (55% City of Celina Cost)	Ph 5 Roadway	$ -
	Ph 7 Roadway	$ 751,740.09

Attachment: Notice re City Contribution--Coit Road_Ph 5 (Coit Road East – Cost Share Payment)

12/22/2021

COIT ROAD (EAST) -- Contract Pricing					
	Excavation - Coit Road (East)				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
E1	Clearing and Grubbing	AC	10	$ 1,500.00	$ 14,250.00
E2R-1	Unclassified Excavation. Incorporate overcut for retaining walls in bid.	CY	6,592	$ 3.54	$ 23,335.68
E2R-2	Unclassified Excavation and Haul to adjacent phase, with off road truck or scraper. (Material to be placed in lifts and compacted; Incorporate overcut for retaining walls in bid.)	CY	12,677	$ 3.16	$ 40,059.32
E3	Swale through Phase 6 (Storm Line B)	CY	21,200	$ 3.55	$ 75,260.00
E3R-1	Grade to Drain Swales (Drop Inlets in median along Coit)	CY	6,500	$ 3.55	$ 23,075.00
E3R-2	Grade to Drain Swale (Storm Line A)	CY	1,005	$ 3.55	$ 3,567.75
E3R-3	Grade to Drain Swale (Storm Line D)	CY	250	$ 3.55	$ 887.50
	Total Excavation - Coit Road (East)				**$ 180,435.25**
	Wet Utilities - Coit Road (East)				
	Water				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
W1	6" PVC Water (C900 DR14); includes fittings, blocking, plugs, bends, tees, etc.	LF	322	$ 38.15	$ 12,284.30
W2R-1	8" PVC Water (C900 DR14); includes fittings, blocking, plugs, bends, tees, etc.	LF	290	$ 48.85	$ 14,166.50
W3R-1	12" PVC Water (C900 DR14); includes fittings, blocking, plugs, bends, tees, etc.	LF	5,572	$ 71.20	$ 396,726.40
W5R-1	6" Gate Valves	EA	12	$ 1,080.00	$ 12,960.00
W6	8" Gate Valves	EA	6	$ 1,550.00	$ 9,300.00
W7	12" Gate Valves	EA	19	$ 2,750.00	$ 52,250.00
W9R-1	Fire Hydrants & Assembly (includes FH gate valves)	EA	6	$ 3,975.00	$ 23,850.00
W10R-1	Concrete Encasement	LF	305	$ 42.00	$ 12,810.00
W11	12" x 12" Cut in Tee	EA	1	$ 11,200.00	$ 11,200.00
W12	Remove 24" Plug and Connect to Existing 24" Waterline	EA	1	$ 2,000.00	$ 2,000.00
W13	Trench Safety	LF	6,184	$ 0.10	$ 618.40
W14	Water Line Testing (no additional compensation for failed samples)	LF	6,184	$ 0.70	$ 4,328.80
W15	Cast Iron Fittings	LS	1	$ 47,845.00	$ 47,845.00
	Total Water				**$ 600,339.40**

Attachment: Coit East_UPDATED cost estimate 2021 12 22 (Coit Road East – Cost Share Payment)

	Storm Sewer				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
STM 1R-1	18" RCP (Class III)	LF	815	$ 59.50	$ 48,492.50
STM 2	21" RCP (Class III)	LF	584	$ 65.50	$ 38,252.00
STM 3	24" RCP (Class III)	LF	354	$ 74.00	$ 26,196.00
STM 4	27" RCP (Class III)	LF	59	$ 79.50	$ 4,690.50
STM 5R-1	30" RCP (Class III)	LF	1,226	$ 92.00	$ 112,792.00
STM 6R-1	36" RCP (Class III)	LF	1,554	$ 119.00	$ 184,926.00
STM 7	39" RCP (Class III)	LF	341	$ 145.00	$ 49,445.00
STM 8	48" RCP (Class III)	LF	350	$ 184.00	$ 64,400.00
STM 9	60" RCP (Class III)	LF	409	$ 280.00	$ 114,520.00
STM 10	6'x5' RCB (Class III)	LF	376	$ 438.00	$ 164,688.00
STM 11	7'x5' RCB (Class III)	LF	270	$ 525.00	$ 141,750.00
STM 12	3-36" RCP (Class III)	LF	125	$ 399.00	$ 49,875.00
STM 13	18" RCP Plug	EA	8	$ 50.00	$ 400.00
STM 14	21" RCP Plug	EA	1	$ 50.00	$ 50.00
STM 15R-1	4' MH, per city spec	EA	9	$ 5,750.00	$ 51,750.00
STM 16R-1	5' MF, per city spec	EA	2	$ 7,050.00	$ 14,100.00
STM 16R-2	6' MH, per city spec	EA	2	$ 8,250.00	$ 16,500.00
STM 17	5'x7' Junction Structure	EA	1	$ 9,100.00	$ 9,100.00
STM 18	8'x5' Junction Structure	EA	1	$ 10,200.00	$ 10,200.00
STM 19	10' Standard Curb Inlet	EA	13	$ 4,500.00	$ 58,500.00
STM 20	3'X3' Drop Inlet	EA	8	$ 3,600.00	$ 28,800.00
STM 21	Remove and Dispose of Existing 3-36" CMP and Headwalls - Culvert Under CR83 at FM 1461	EA	1	$ 3,600.00	$ 3,600.00
STM 22R-1	Type 'B' Headwall for 36" RCP (Storm Line D; does not have to form lined and stained, as this is a temporary outfall)	EA	1	$ 2,700.00	$ 2,700.00
STM 23R-1	Type 'B' Headwall for 60" RCP (Storm line B, does not have to be form lined and stained, as this is a temporary outfall)	EA	1	$ 5,000.00	$ 5,000.00
STM 24R-1	Parallel Wing PW Headwall for 3-36" (Storm Line A2) Headwall to be form lined and stained.	EA	1	$ 8,650.00	$ 8,650.00
STM 25R-1	Parallel Wing PW Headwall for 4-36" (Storm Line A & A2) Headwall to be form lined and stained.	EA	1	$ 9,800.00	$ 9,800.00
STM 25R-1	Parallel Wing PW Headwall for 7'x5' RCB (Storm Line C), form lined & stained, clay collar is subsidiary to headwall	EA	1	$ 18,100.00	$ 18,100.00
STM 26	Large Debris Separator, per city spec	EA	1	$ 39,000.00	$ 39,000.00
STM 30R-1	Gabion Mattress	SY	142	$ 325.00	$ 46,150.00
STM 31	Sawcut, Remove, and Replace Ex. Asphalt Pavement - Culvert Under CR83 at FM 1461	SY	19	$ 223.00	$ 4,237.00
STM 32	Trench Safety	LF	6,463	$ 0.10	$ 646.30
STM 33	Storm Sewer Line Testing and TV Insp.	LF	6,463	$ 1.80	$ 11,633.40
	FM 1461 decel lane storm extension	LS			$ 75,000.00
	Total Storm Sewer				**$ 1,413,943.70**
	Utility Soft Costs				
No.	**Description**	**Units**	**Quantity**	**Price**	**Amount**
SC 2	Maintenance Bond 100% of project for 2 years--Coit	LS	1	$ 30,000.00	$ 30,000.00
SC 5	Haul Utility Spoils to designated stockpile--quantity will be addressed in addendum--Coit	CY	2,000	$ 5.50	$ 11,000.00
	Total Utility Soft Costs				**$ 41,000.00**

Attachment: Coit East_UPDATED cost estimate 2021 12 22 (Coit Road East – Cost Share Payment)

No.	Description	Units	Quantity	Price	Amount
	Paving - Coit Road (East)				
P1A	6" Reinf. Concrete Pavement, Curb & Gutter (4000 PSI, #4 Bars @18" OCEW) - 29' B-B Section--CR 83 + Coit Connection	SY	643	$ 44.45	$ 28,581.35
P2A	6" Lime Stabilized Subgrade (2' outside BOC)--CR 83 + Coit Connection	SY	758	$ 3.75	$ 2,842.50
P3A	7.5% Hydrated Lime (45 #/SY)--CR 83 + Coit Connection	TONS	17	$ 190.00	$ 3,230.00
P1	9" Reinf. Concrete Pavement, Curb & Gutter (4000 PSI, #4 Bars @18" OCEW) - 28' B-B Typ. Section ---Coit East	SY	20,497	$ 52.00	$ 1,065,844.00
P2	8" Lime Stabilized Subgrade (1' outside BOC) ---Coit East	SY	21,768	$ 4.00	$ 87,072.00
P3	8% Hydrated Lime (48 #/SY) ---Coit East	TONS	522	$ 190.00	$ 99,180.00
P4	Barrier Free Ramps	EA	8	$ 2,400.00	$ 19,200.00
P5	Install Street Header	LF	97	$ 10.00	$ 970.00
P6	Install Type III Barricade	EA	4	$ 1,325.00	$ 5,300.00
P7	Remove and Dispose of Existing Asphalt Pavement	SY	2,098	$ 5.00	$ 10,490.00
P8	Temporary Asphalt Transitions (North end connection to CR 86 & South end connection to FM 1461)	SY	912	$ 50.00	$ 45,600.00
P9	Deceleration Lane (2" Asphalt over Prime Coat on 12" Limestone Treated Base)	SY			
P10	Connect to Existing Asphalt Pavement	LF	831	$ 40.00	$ 4,670.00
P11	5' Sidewalk - Coit Road East	SF	26,175	$ 5.25	$ 137,418.75
P12	Stamped Concrete-Median Nose per City Specs	EA	4	$ 5,000.00	$ 20,000.00
P14	Striping & Buttons	LS	1	$ 34,000.00	$ 34,000.00
P15	Stop Signs (On black decorative post with black bracket)	EA	5	$ 290.00	$ 1,450.00
P16	Stop Sign Ahead Sign	EA	1	$ 1,350.00	$ 1,350.00
P17	Speed Limit Signs (On black decorative post with black bracket)	EA	7	$ 1,250.00	$ 8,750.00
P18	Street Name Blades	EA	5	$ 1,800.00	$ 9,000.00
P19	Traffic Control	LS	1	$ 3,500.00	$ 3,500.00
	FM 1461 Decel Lane	LS			$ 150,000.00
	Total Paving - Coit Road (East)				**$ 1,738,448.60**
	Paving - Vest Lane (CR 84)				
P23	6" Reinf. Concrete Pavement, Curb & Gutter (4000 PSI, #4 Bars @18" OCEW)	SY	1,121	$ 44.45	$ 49,828.45
P24	6" Lime Stabilized Subgrade (2' outside BOC)	SY	1,256	$ 3.75	$ 4,710.00
P25	7.5% Hydrated Lime (45 #/SY)	TONS	28	$ 190.00	$ 5,320.00
P26	8' Sidewalk - Vest Lane	SF	2,369	$ 6.25	$ 14,806.25
	Total Paving - Vest Lane				**$ 74,664.70**

Attachment: Coit East_UPDATED cost estimate 2021 12 22 (Coit Road East – Cost Share Payment)

No.	Description	Units	Quantity	Price	Amount
	Paving Soft Costs				
SC 2	P&P, & Maintenance Bond 100% of project for 2 years--Coit	LS	1	$ 18,000.00	$ 18,000.00
ALT 4	Demo, Remove and Dispose of Existing Asphalt Pavement (Portion of CR83, from FM 1461 to Marigold Lane Extension, Beyond section that has to be removed to make connection to FM 1461 Intersection)	SY	4,527	$ 5.00	$ 22,635.00
	Total Paving Soft Costs				**$ 40,635.00**

Summary				
Engineering				$ 474,178.00
Landscape Design				$ 35,610.00
CMT				$ 54,933.00
Erosion Control				$ 19,148.13
Earthwork				$ 180,435.25
Utilities				$ 2,055,283.10
Paving				$ 1,853,748.30
Landscape/Hardscape/Irrigation				$ 250,929.00
Fees			3%	$ 122,684.00
Contingency (5%)				$ 252,347.44
GRAND TOTAL				**$ 5,046,948.78**
CITY OF CELINA - 55%				**$ 2,775,821.83**
HILLWOOD - 45%				**$ 2,271,126.95**

****ROW Ac + Utility relocation--To be paid 100% by City**

ADDITIONAL COSTS TO BE 100% FUNDED BY THE CITY

10' HIKE/BIKE TRAIL ALONG EAST SIDE OF COIT	$	196,000.00
MARIGOLD ROAD 37' WIDE CONCRETE	$	30,000.00
COIT IMPROVEMENTS OUTSIDE OF LILYANA BOUNDARY		TBD

Attachment: Coit East_UPDATED cost estimate 2021 12 22 (Coit Road East – Cost Share Payment)

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (Wells South Tract)

This First Amendment to the Amended and Restated Development Agreement (this "Amendment") is made and entered into by and between the City of Celina, Texas (the "City"), a home rule municipality located within Collin County, Texas, and Celina Development, LLC, a Texas limited liability company (the "Owner"), each a "Party" and collectively the "Parties" to be effective on Feb 13, 2018 (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, Celina Development, LLC owns the approximately 400-acre tract of land described by metes and bounds on **Exhibit A** (the "Property"); and

WHEREAS, this Amendment amends that certain Amended and Restated Development Agreement between the City and the George White Family Limited Partnership approved by the City on September 8, 2015 governing the Property (the "Original Development Agreement"); and

WHEREAS, the George White Family Limited Partnership assigned all of its obligations, rights, title, and interest in the Original Development Agreement to Celina Development, LLC, which assignment was effective on or about January 2, 2016; and

WHEREAS, Celina Development, LLC is now the "Owner" for all purposes under the Original Development Agreement and all amendments thereto; and

WHEREAS, this Amendment also amends and replaces in its entirety that certain Fee Agreement between the City and the Owner approved by the City Council on November 14, 2017, which agreement shall be of no further force or effect from and after the Effective Date of this Amendment; and

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Original Development Agreement unless otherwise defined herein; and

WHEREAS, the Parties desire to amend the Original Development Agreement to modify certain roadway obligations, trail construction obligations, and development fees; and

WHEREAS, the Owner intends to convey an approximately 11-acre tract of land within the Property to the Prosper Independent School District for development and use as a public elementary school, and the City acknowledges that a public elementary school is a permitted use of the Property.

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

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

ARTICLE II
MISCELLANEOUS PROVISIONS

2.1. Except as modified by this Amendment, the terms and conditions of the Original Development Agreement shall remain in full force and effect.

2.2 The recitals contained in this Amendment are true and correct as of the date of this Amendment and form the basis upon which the Parties negotiated and entered into this Amendment.

2.3 Section 5.01(c) of the Original Development Agreement is amended in its entirety to read as follows:

> *(c) The Owner agrees to submit construction drawings to the City for portions of the CR-83 and Coit Road improvements adjacent to the Property, as described and depicted on Exhibit L, and to construct such improvements concurrently with the platting and development of adjacent portions of the Property for single family homes following the City's annexation of, and acquisition of right-of-way and easements needed from third parties for, the full width of the applicable portions of CR-83 and Coit Road, as well as the City's approval of the construction drawings and issuance of all required permits. Such construction drawings may be a separate submittal from the plat for the adjacent portions of the Property. The Coit Road improvements include 100 percent of the four-lane Coit Road alignment bisecting the Property and 50 percent of the two-lane Coit Road alignment shared by adjacent owners (along a portion of the southwest Property boundary). Two of the four-lane Coit Road improvements bisecting the Property will be constructed concurrently with the platting and development of adjacent portions of the Property for single family homes (i.e., if one side of Coit Road is platted, such plat does not trigger the construction obligation for all four lanes). Development of a school site shall not trigger the requirements of this section.*

2.4 The Owner agrees to construct a temporary connection from the proposed public elementary school site to CR 83 as shown on the attached **Exhibit B** not later than 60 days prior to school opening. The temporary connection shall be reinforced concrete constructed to City standards and shall generally follow the City Standard section of Collector Street "2LC" as shown on the City's standard details attached as **Exhibit C**. However, if drainage can be accommodated by drainage ditches, it shall be acceptable given the temporary nature of this roadway. Upon completion of the temporary connection in compliance with this Section 2.4, the City agrees to issue the Owner a letter of acceptance acknowledging that the temporary connection has been completed to the City's satisfaction, and that the city will own and maintain this temporary connection until the permanent connection has been completed and accepted by the City, at which time the City agrees to abandon the temporary connection. The permanent connection shall be made by the Owner when Coit Road is constructed.

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

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

(a) Except as specifically described below in this Section 3.06, the Owner shall be subject to those lawfully adopted fees and charges in effect on the Effective Date of the Original Development Agreement that are due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, permit fees and inspection fees. No fee increases or additional fees, including, but not limited to, technology fees, adopted after the Effective Date of the Original Development Agreement shall apply.

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

(c) Notwithstanding anything to the contrary in this Section 3.06 or the Governing Regulations, no capital recovery fees including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, and other capital recovery fees, shall be charged against the Property other than the following:

(i) Park fees in the amount of $1,500 per residential dwelling unit.

(ii) Water capital recovery fees in the amount of $2,000 per residential dwelling unit.

(iii) Sewer/wastewater capital recovery fees in the amount of $2,000 per residential dwelling unit.

(iv) Capital recovery fees for roadways ("Roadway Fees") in the amount of $1,500 per residential dwelling unit within Phase 1 of the Property (as reflected on the approved and recorded final plat for phase 1 of the Property) and $2,000 per residential dwelling unit within all future phases of the Property.

All of the fees described by this Section 3.06(c) shall be assessed in the same manner as these fees are collected by the City for other residential developments for which the City issues building permits. Impact fees shall be collected at the time of building permit issuance. Notwithstanding anything to the contrary in this Agreement, the Owner may take advantage of a reduction in City fees as permitted by Texas Local Government Section 245.002(d).

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

(d) In addition to the fees described above, because the Off-Site Utility Debt defined in Section 6.04 below took the form of City-issued

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

certificates of obligation, the Owner made a one-time escrow deposit with the City in an amount not to exceed $895,000 financed at the same interest rate as the first series of PID Bonds (the "Escrow Funds") as required by the Original Development Agreement. The Escrow Funds were paid when the City made available to Hillwood the proceeds of the first series of PID Bonds. The City shall use the Escrow Funds only for roadway improvements adjacent to or within the boundaries of the Property or the Bluewood development project. If the Escrow Funds have not been used prior to the expiration of the Term, any remaining Escrow Funds will be reimbursed to the Owner.

2.8 Notwithstanding anything to the contrary in the Original Development Agreement, the City shall fund 55 percent of the cost of each of the Road Improvements in accordance with the terms of the Original Development Agreement, except as otherwise provided in this Section 2.8 for phase 1 of the CR 84 Road Improvements. Notwithstanding the September 13, 2017 written notice from the Owner to the City stating the Owner's intent to commence construction of CR 84 and referencing the City's contribution of 44 percent, the City agrees to (a) pay 55 percent of the cost of phase 1 of the CR 84 Road Improvements, the scope and estimated cost of which are set forth on the attached **Exhibit D**; (b) deposit such amount in escrow no later than 30 days after the Effective Date of this Amendment; and (c) provide the Owner with the applicable information regarding the escrow account upon making such deposit. The City agrees that all requirements for the Owner to provide notice of such phase 1 CR 84 Road Improvements have been fully satisfied. In the event of a conflict between Exhibit L of the Original Development Agreement and this Section 2.8 and the attached **Exhibit D**, this Section 2.8 and the attached **Exhibit D** shall control. Nothing in this Amendment shall be construed to modify the City's existing obligation under section 5.02(c) of the Original Development Agreement to reimburse to Hillwood $1,000,000 from the payment of the first $1,000,000 of Roadway Fees assessed and collected from the Property.

2.9 The City shall have the right to approve any contract for the construction of Public Improvements if the cost of the Public Improvement pursuant to the contract is $250,000 or greater and the City is funding a portion of the cost of such Public Improvement. Such review shall be completed within ten business days, and approval of construction contracts shall not be unreasonably withheld, conditioned, or delayed. This Section 2.9 shall not apply to any construction contract for CR 84 executed prior to the Effective Date of this Amendment.

2.10 The Owner agrees to construct a trail that is a minimum of ten feet in width along the overhead electric easement and along the drainage easement to FM 1461, as shown on the revised Conceptual Open Space and Trail Plan attached hereto as **Exhibit E**, in lieu of the six-foot wide trail shown on Exhibit D, Attachment 5 (Conceptual Open Space and Trail Plan) of the Original Development Agreement.

2.11 Coit Road construction shall be in accordance with the street section attached hereto as **Exhibit F**, which provides for two 11-foot drive lanes and two five-foot bike lanes and nine-inch thick concrete. The costs to design and install lighting and

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

landscaping in the median of Coit Road is part of the Coit Road project described in the Original Development Agreement; therefore, the cost of such items shall be shared in accordance with the terms of the Original Development Agreement and this Amendment. The Owner shall give the City at least one year's advance written notice of its intent to start construction of Coit Road.

2.12 CR 84 construction shall be in accordance with the street section attached hereto as **Exhibit G**, which provides for a 27-foot street with curb and gutter and an eight-foot sidewalk on the side of CR 84 adjacent to the Property. The City shall bear 100 percent of the cost of any utility relocation (wet or dry) associated with the construction of CR 84.

2.13 All future internal roads may be constructed as 29-foot roads instead of 31-foot roads in accordance with the street section attached hereto as **Exhibit H**.

2.14 Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Amendment shall be recorded in the deed records of Collin County, Texas.

2.15 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Amendment is authorized by Section 212.172 of the Texas Local Government Code.

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

2.17 The following Exhibits are attached to this Amendment and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Depiction of Temporary Connection
Exhibit C	Standard Details
Exhibit D	Estimated Cost and Scope of Phase 1 CR 84 Road Improvements
Exhibit E	Revised Conceptual Open Space and Trail Plan
Exhibit F	Street Section for Coit Road
Exhibit G	Street Section for CR 84
Exhibit H	Street Section for Internal Roads

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

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

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On Feb 16, 2018, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of Texas

VICKI J. FAULKNER
Notary Public
STATE OF TEXAS
My Comm. Exp. September 22, 2019

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

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Celina Development, LLC
a Texas limited liability company

By: Elaine Ford

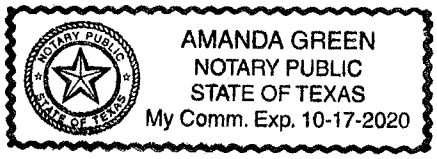
Name: Elaine Ford

Title: Senior Vice President

Date of Execution: 3-6-18

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on March 6, 2018, by Elaine Ford, Senior Vice President of Celina Development, LLC, a Texas limited liability company, on behalf of said company.



Notary Public in and for the State of Texas

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

Exhibit A
Property Description

(400 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrianne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PKnail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

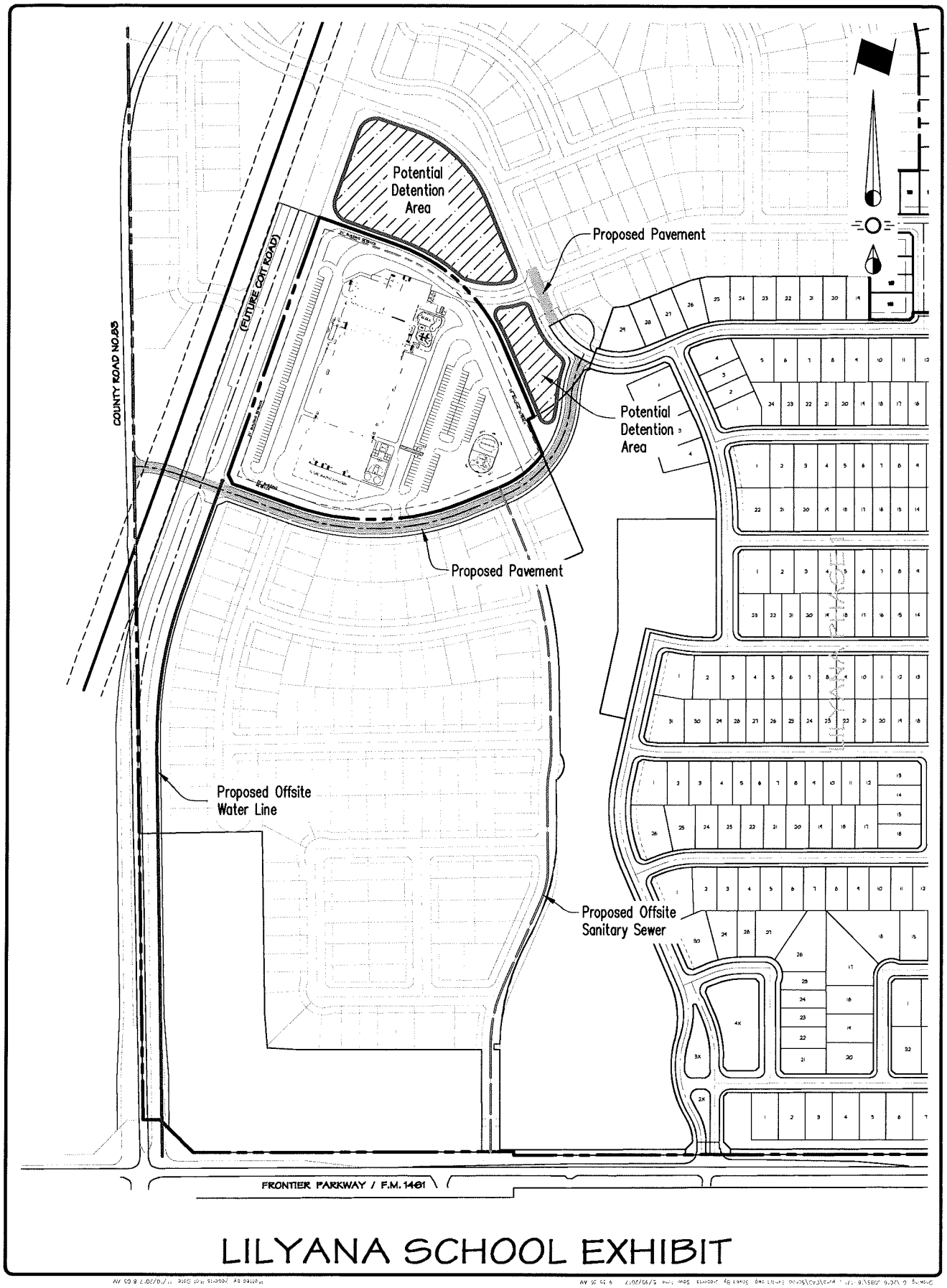
North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

Exhibit B
Depiction of Temporary Connection

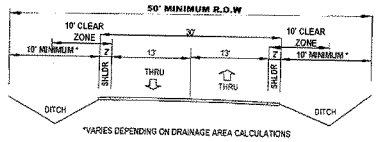
Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)



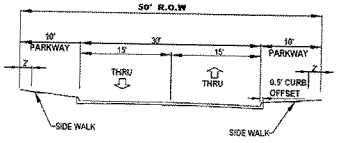
LILYANA SCHOOL EXHIBIT

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

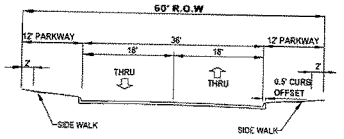
Exhibit C
Standard Details



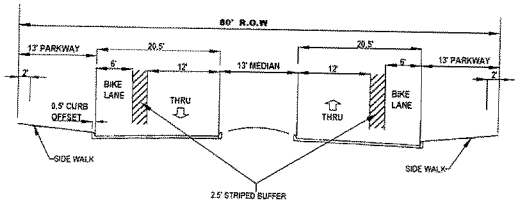
RURAL NEIGHBORHOOD STREET '2LRN'



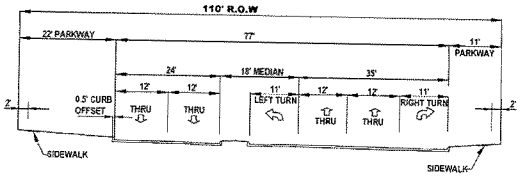
NEIGHBORHOOD STREET '2LN'



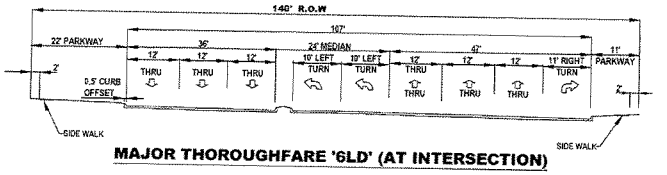
COLLECTOR STREET '2LC' AND RESIDENTIAL '2L'



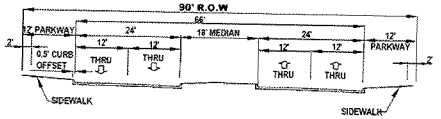
COLLECTOR STREET WITH BIKE LANES (2LCB)



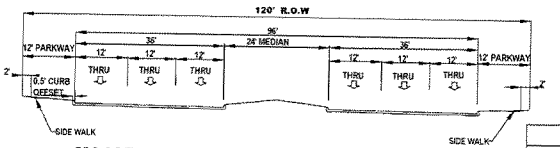
MINOR THOROUGHFARE '4LD' (AT INTERSECTION)



MAJOR THOROUGHFARE '6LD' (AT INTERSECTION)



MINOR THOROUGHFARE '4LD' (AT MID-BLOCK)



MAJOR THOROUGHFARE '6LD' (AT MIDBLOCK)

CITY OF CELINA
STREET DETAILS 1
STANDARD DETAILS

1560.017\64697.2

Packet Pg. 346

7.N.c

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

Exhibit D
Estimated Cost and Scope of Phase 1 of the CR 84 Road Improvements

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

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Wells Road (CR 84) - Phase 1

	Description	Unit	Quantity	Unit Price	Total Cost
Erosion Control					
	Silt Fence	LF	4,546	$ 1.50	$ 6,819.00
	Curlex	LF	5,881	$ 1.15	$ 6,763.15
	Rock Check Dams	LF	75	$ 850.00	$ 63,750.00
	Inlet Protection	EA	6	$ 150.00	$ 900.00
	Broadcast Seeding	AC	2.1	$ 400.00	$ 852.15
	Total Erosion Control				**$ 79,084.30**
Excavation					
	Temporary Road Excavation	CY	2,389	$ 8.60	$ 20,545.40
	Roadway Excavation	CY	3,700	$ 2.35	$ 8,695.00
	East and West Parkway Excavation	CY	3,175	$ 8.60	$ 27,305.00
	Remove Temporary Road	SY	5,796	$ 20.00	$ 115,920.00
	Remove and Dispose of Driveway Culverts (RCP and CMP)	LF	213	$ 50.00	$ 10,650.00
	Remove & Dispose of Driveway Headwalls	EA	4	$ 50.00	$ 200.00
	Remove & Dispose of Asphalt Pavement	SY	6,721	$ 20.00	$ 134,420.00
	Remove & Dispose of Concrete Drives	SY	811	$ 20.00	$ 16,220.00
	Remove & Dispose of Gravel Drive	SY	44	$ 20.00	$ 880.00
	Remove & Replace Ex. Misc. Fencing	LS	1	$ 118,000.00	$ 118,000.00
	Clearing and Grubbing	AC	2.1	$ 1,200.00	$ 2,556.45
	Total Excavation				**$ 455,391.85**
Paving					
	6" Reinf. Concrete Pavement	SY	8,081	$ 34.00	$ 274,754.00
	6" Lime Stabilized Subgrade (2' outside back of curb)	SY	9,164	$ 3.50	$ 32,074.00
	8" Flex Base (Temporary Road)	SY	5,899	$ 20.00	$ 117,980.00
	7.5% Hydrated Lime (48 lbs/sy)	TONS	362	$ 155.00	$ 56,034.36
	Temporary Asphalt Pavement	SY	603	$ 50.00	$ 30,150.00
	Tensar TriAx Geogrid (Temporary Road)	SY	6,638	$ 3.00	$ 19,914.00
	Connect to Ex. Asphalt Pavement	LF	79	$ 15.00	$ 1,185.00
	Connect to Existing Concrete Pavement w/ Longitudinal Butt-Joint	LF	76	$ 15.00	$ 1,140.00
	Connect to Existing Drive w/ Longitudinal Butt-Joint	LF	115	$ 15.00	$ 1,725.00
	8' Sidewalk	SF	18,004	$ 5.25	$ 94,521.00
	Striping/Buttons	LS	1	$ 25,000.00	$ 25,000.00
	Traffic Control	LS	1	$ 75,000.00	$ 75,000.00
	Total Paving				**$ 729,477.36**
Water					
	Relocate Ex. Fire Hydrant to Other Side of Road	EA	2	$ 3,500.00	$ 7,000.00
	Adjust Ex. Gate Valve (Before Temp. Pavement Installation and After Temp. Pavement Removal)	EA	16	$ 500.00	$ 8,000.00
	Total Water				**$ 15,000.00**

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

	Description	Unit	Quantity	Unit Price	Total Cost
Storm Sewer					
	18" RCP (Class III)	LF	524	$ 48.50	$ 25,414.00
	21" RCP (Class III)	LF	140	$ 53.50	$ 7,490.00
	48" RCP (Class III)	LF	60	$ 162.50	$ 9,750.00
	10' Standard Curb Inlet	EA	6	$ 3,950.00	$ 23,700.00
	TxDOT PSET-SC (21" RCP)	EA	1	$ 2,000.00	$ 2,000.00
	TxDOT CH-PW-S Headwall (48" RCP)	EA	1	$ 6,200.00	$ 6,200.00
	12" Grouted Rock Rip-Rap	SY	37	$ 85.00	$ 3,145.00
	Extend Ex. 48" RCP	LF	24	$ 162.50	$ 3,900.00
	Remove 48" RCP Extension	LF	24	$ 50.00	$ 1,200.00
	Remove & Dispose of Drop Inlet	EA	1	$ 1,500.00	$ 1,500.00
	Trench Safety	LF	524	$ 0.10	$ 52.40
	Storm Sewer Line Testing and TV Insp.	LF	524	$ 1.25	$ 655.00
	Total Storm Sewer				**$ 85,006.40**
Street Signs					
	Street Name Signs	EA	1	$ 650.00	$ 650.00
	Speed Limit Signs	EA	1	$ 650.00	$ 650.00
	Stop Signs	EA	1	$ 650.00	$ 650.00
	Total Street Lights & Signs				**$ 1,950.00**
TOTAL HARD COST					**$ 1,365,909.91**
Soft Cost					
	Construction Material Testing (2%)				$ 27,318.20
	Engineering, Construction Staking, Admin.				$ 200,000.00
	Topo				$ 6,500.00
	City Inspection Fees (3%)				$ 24,884.51
	Maintenance Bond				$ 24,884.51
	TxDOT Permitting				$ -
	Construction/Final Plat				$ 5,000.00
	10% Contingency				$ 136,590.99
	Total Soft Costs				**$ 425,178.21**

TOTAL COST **$ 1,791,088.12**

HILLWOOD CONTRIBUTION (45%)					$ 805,989.65
CITY OF CELINA CONTRIBUTION (55%)					$ 985,098.47

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

Wells Road (CR 84) - Phase 1

1) Assumes dirt required for excavation will be imported from Lilyana Phase 2A-2.

2) Assumes 27' pavement section with curb and gutter.

3) Assumes no cost associated with offsite easements.

4) Assumes no moisture conditioning and no rock. A final geotech report will be needed to determine exact location and depth of moisture conditioning required as well as depth and type of rock.

5) Excavation, paving, storm sewer, water, and sanitary sewer unit prices in this estimate are based on recent bids from reputable contractors on Lilyana Phase 2A-1.

6) Assumes 8' sidewalk on west side of Wells Road (CR 84).

7) Assumes no tree mitigation or USACE mitigation.

8) Assumes no right turn lane, left turn lane, or road widening along FM 1461.

9) Assumes Wells Road (CR 84) Phase 1 will be constructed with Lilyana Phase 2A-1.

10) Assumes no landscaping or screening.

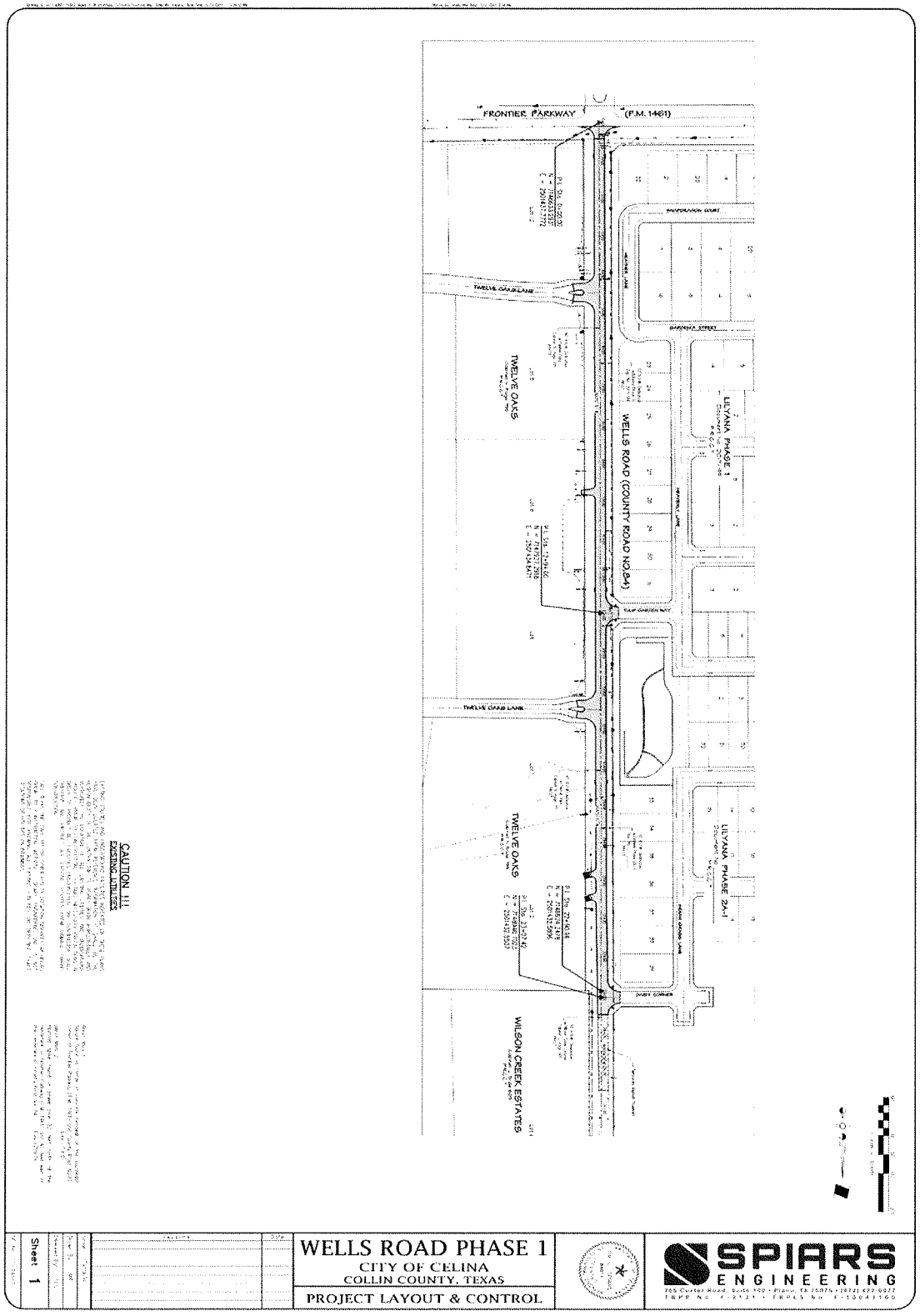
11) Assumes no cost associated with relocation of dry utilities (overhead electric, telecommunications, and gas lines) and irrigation located within the existing right of way.

12) Assumes no additional street lights will be installed with Wells Road (CR 84).

13) Assumes City will contribute 55% of the total cost for this project.

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

Wells Road (CR 84) - Phase 1

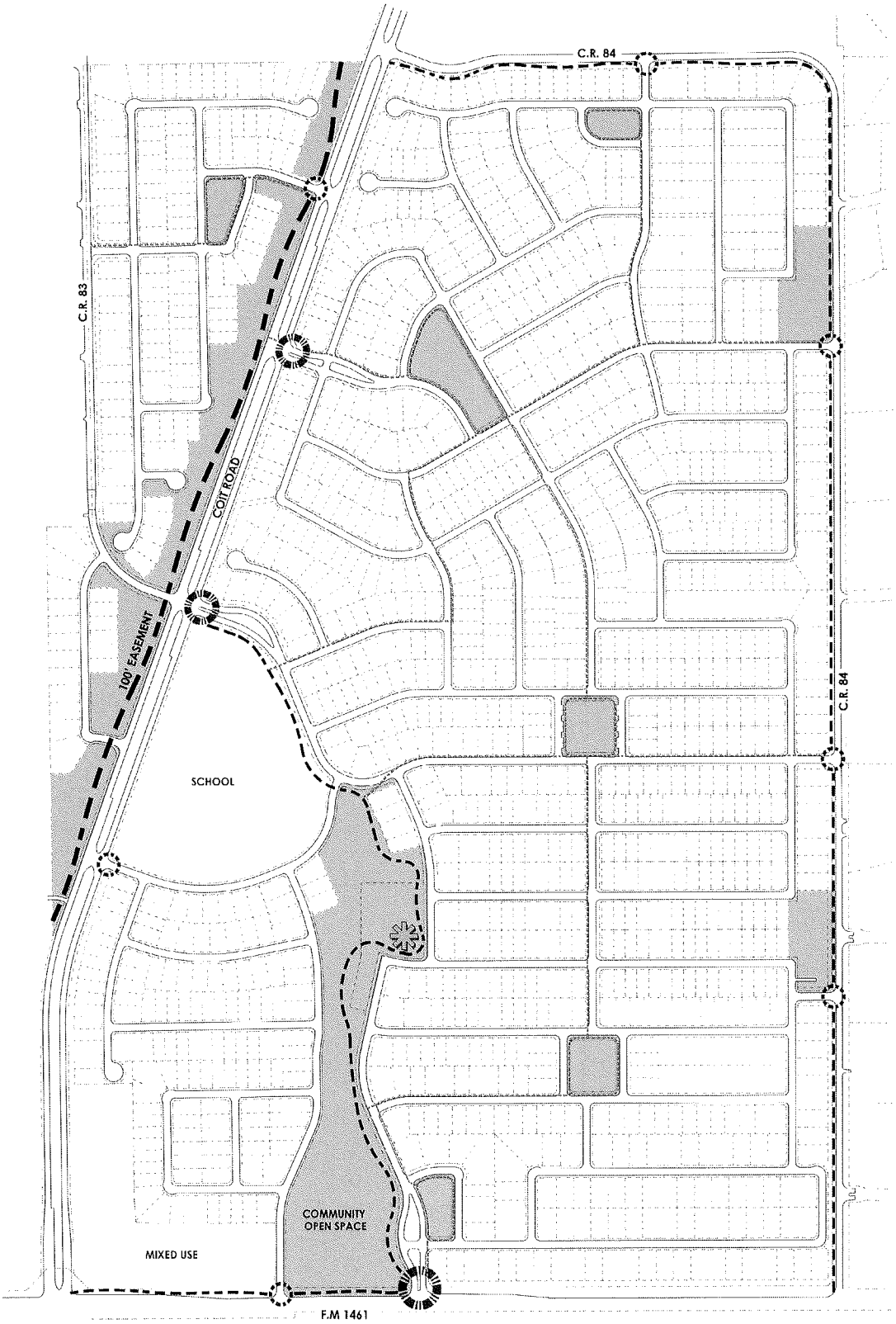


Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

Exhibit E
Revised Conceptual Open Space and Trail Plan

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

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AMENITIES AND OPEN SPACE		TRAILS	NOTES
Secondary Entry		10' Regional Hike & Bike Trail (in Easement)	• 5' minimum width for all other walks
Primary Entry		8' (minimum width) Regional Hike & Bike Trail	• Material on all walks and trails to be concrete. City shall consider design alternative materials such as decomposed granite at the time of design.
Amenity Center		6' (minimum width) Trail (Trails in front of homes by builder)	• City standard open space requirement is one acre of open space per 75 housing units. 17 acres (approximate) of open space required.
Open Space	41 AC		

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

WELLS SOUTH TRACT / **Open Space & Amenity Diagram**

Celina, TX

0 100 200 400

SCALE: 1" = 200'

HELLMWOOD design KLS

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

Exhibit F
Street Section for Coit Road

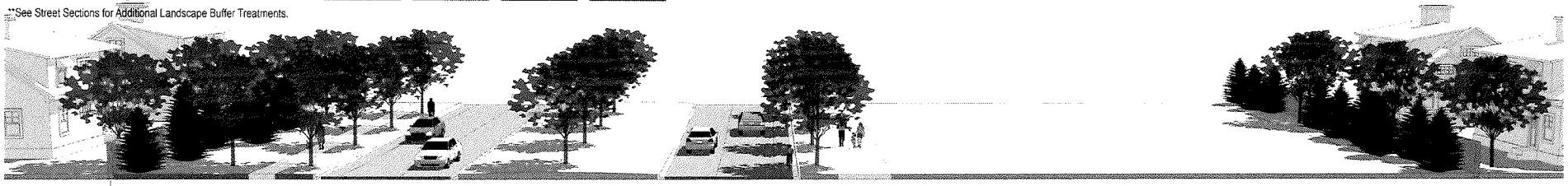
Packet Pg. 354

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

7.N.c

Coit Road - Option 1** - Thinwall

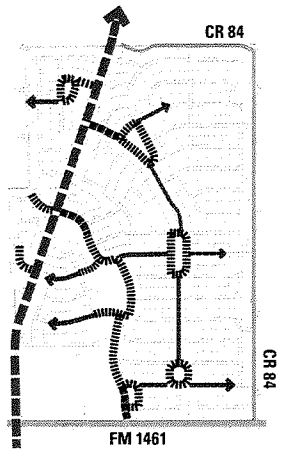
**See Street Sections for Additional Landscape Buffer Treatments.



UTILITIES LEGEND

- Storm Sewer Line
- Sanitary Sewer Line
- Water Line

INDEX MAP



WELLS SOUTH TRACT / **STREET SECTIONS**

Celina, TX

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

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

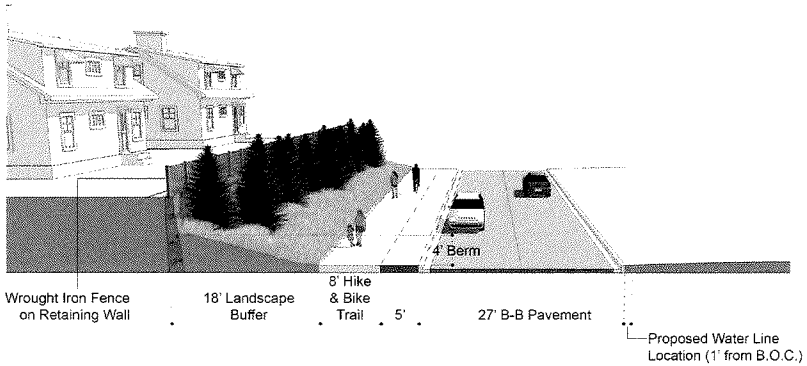
Exhibit G
Street Section for CR 84

Packet Pg. 356

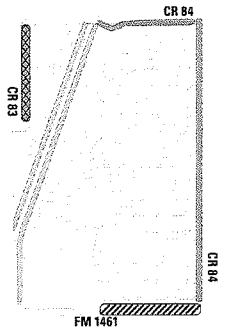
7.N.c

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

CR 84 - Option 1



*No wood fences shall be used at rear or sides of residential homes along CR 84.
**Trail shall be 8' wide at R.O.W. line. Retaining walls shall only be built where necessary. Reference CR 84 perspective.



Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

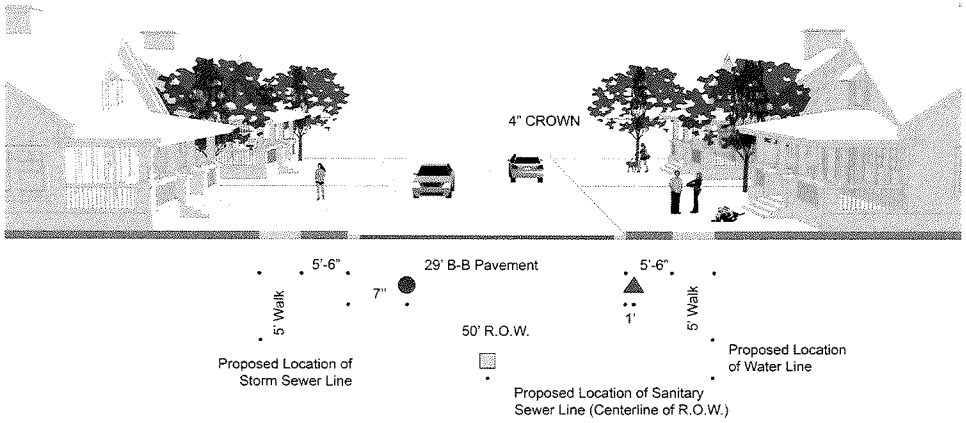
Exhibit H
Street Section for Internal Roads

Packet Pg. 358

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

7.N.c

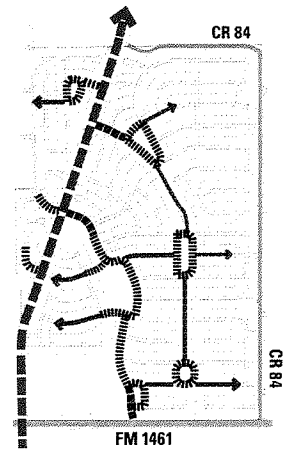
Neighborhood Street (Typ.)



UTILITIES LEGEND

●	Storm Sewer Line
▨	Sanitary Sewer Line
▲	Water Line

INDEX MAP



VELLS SOUTH TRACT / **STREET SECTIONS**

Celina, TX

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

Attachment: Development-2_13_2018 (2) (Coit Road East – Cost Share Payment)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Catherine Oduro, Engineer
CC: Andy Glasgow, Director of Engineering
Date: March 15, 2022
Re:

Action Requested:
Consider and act to authorize the City Manager to execute a license agreement by and between the City of Celina and Celina Real Estate, LLC Glasgow)

Background Information:
As part of the downtown patio project, the city desires to develop portion of their properties into public pedestrian and patio space which will be utilized by the general public.

Financial Considerations:
N/A

Legal Review:
City Attorney has reviewed

Supporting Documents:
Proposed Agreement
Proposed Plans

Staff Recommendation:
Approve

STATE OF TEXAS §
§
COUNTY OF COLLIN §

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement (the "**Agreement**") is entered into this 25th day February of 2022 (the "**Effective Date**") by and between the City of Celina, Texas (the "**City**") and Celina Real Estate, LLC (the "**Licensee**").

RECITALS:

WHEREAS, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, under Section 311.001 of the Texas Transportation Code, the City has exclusive control over and under the streets and alleys of the municipality; and

WHEREAS, the City owns certain downtown real property including the public alley generally depicted in **Exhibit A**, attached hereto and incorporated herein (the "**Alley**") which lies behind and adjacent to the Licensee Properties, as defined below; and

WHEREAS, Licensee owns properties that are adjacent to the Alley and are described as Celina Original Donation, Block 6, Lot 10A, and generally located at 238 W. Pecan St.; Celina Original Donation, Block 6, Lots 6 and 7, and generally located at 224 W. Pecan St.; Celina Original Donation, Block 6, Lots 8B, 9B, 10B, 14B, and 15 and generally located at 127 N. Ohio Dr., Celina, Texas, which are depicted in **Exhibit C**, attached hereto and incorporated herein (the "**Licensee Properties**"); and

WHEREAS, the City desires to develop and improve certain downtown real property of the City, including the Alley ("**Alley Improvements**") together with, among other privately owned properties, portions of the Licensee Properties, into a public pedestrian and entertainment use (including food and alcohol consumption) space; and

WHEREAS, **Exhibit B**, attached hereto and incorporated herein, shows both the City owned and privately owned real property that the City desires to develop, including a general depiction of the improvements the City desires to install within such space; and

WHEREAS, Licensee desires that the City develop two private patio spaces on portions of the Licensee Properties and install improvements (the "**Patio Improvements**" and together with the Alley Improvements, the "**Improvements**") thereon, in each case as generally depicted on Exhibit B attached hereto; and

WHEREAS, the City and Licensee desire to enter into this Agreement pursuant to which (i) the City will install the Alley Improvements within the Alley, and install the Patio Improvements on Licensee Properties and (ii) Licensee, its tenants, their customers and invitees (collectively, the "**Licensee Parties**") are permitted to use the Alley, provided that such use complies with the City's

Attachment: License Agreement-Signed (Celina Real Estate, LLC License Agreement)

ordinances and policy for use of the right-of-way, and the maintenance and ownership of the Improvements are governed, insofar as they are situated in the Alley or on the Licensee Properties.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Licensee do hereby agree as follows:

AGREEMENT

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.

2. **Installation, Ownership and Maintenance of Improvements.**

2.1 Installation. Within __ days after the Effective Date, the City shall install the Alley Improvements within the Alley and the Patio Improvements on the Licensee Properties at no cost to the Licensee. Such Improvements shall include, but not be limited to, upgrading existing water distribution main, sanitary sewer main, underground electrical power distribution line from transformer to electrical meter, drainage, reconnecting water and sewer services, landscaping, irrigation, and hardscape; *provided, however*, the Licensee shall be responsible for the purchase and maintenance of any furniture to be situated within the Licensee Properties.

2.2 Ownership. Once the Patio Improvements are installed by the City, the ownership of such Patio Improvements transfers to the Licensee. All of the Alley Improvements installed by the City within the Alley or on any other City owned real property shall remain the sole property of the City.

2.3 Maintenance. Upon the installation of the Patio Improvements by the City, the Licensee shall assume responsibility for the ownership and maintenance thereof and agrees at its sole cost to maintain or cause same to be maintained in their as installed condition (including ADA accessible pathways if any) normal wear and tear excepted so long as the City has not revoked the Revocable License, as defined below. In addition, upon the installation of the Alley Improvements, the City agrees at its sole cost to maintain or cause same to be maintained in their as installed condition (including ADA accessible pathways if any) normal wear and tear excepted so long as the City has not revoked the Revocable License.

3. **Temporary Construction Easement.** Licensee has and does hereby grant to the City and its contractors a temporary construction easement covering the entirety of the Licensee Properties for the purpose of the installation of the Patio Improvements thereon. This temporary construction easement shall expire one (1) year from the Effective Date.

4. **Grant of license.** The City does hereby grant to the Licensee Parties a revocable non-exclusive license to use and occupy the Alley and the Alley Improvements (the "**Revocable License**"). The Licensee Parties shall use and occupy the Alley pursuant hereto in full compliance at all times with all of the following conditions:

Attachment: License Agreement-Signed (Celina Real Estate, LLC License Agreement)

(a) Licensee shall maintain an ADA accessible pathway within the Improvements;
(b) No use of the Alley or the Alley Improvements is permitted except as provided in this Agreement;
(c) The Licensee Parties may use the Alley Improvements only as permitted by City ordinances, including those related to the sale of alcohol, if applicable; and
(d) Licensee shall provide written notice, in accordance with Section 11(d), within 24 hours of Licensee's observation of a defect in the pavement or any other condition in the Alley that might pose a danger or harm to the public or persons occupying or passing through the Alley. If such defect is the result of Licensee's use of the Alley Improvements, Licensee shall reimburse the City for the out of pocket cost of repair.

5. **Improvements Conveyed As-Is and With No Warranty.** Except as otherwise provided herein, in connection with the conveyance of the Patio Improvements installed within the Licensee Properties by the City as provided for herein, **the City has not made and does not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of such Patio Improvements, the suitability of the Patio Improvements for any and all activities and uses which Owner may conduct thereon, merchantability or fitness for a particular purpose. Subject to the conformity of the installation of the Patio Improvements to the approved plans thereof, Owner's acceptance and use of the Patio Improvements within the License Patios shall be in the AS-IS condition WITH ALL FAULTS**. The City will use reasonable efforts to transfer manufacturers warranties, if any, to Licensee.

6. **Term/Consideration.** This Agreement and the Revocable License granted herein shall automatically renew annually, subject to termination as set forth in Section 10 hereof. The consideration to be paid by the Licensee to the City for the Revocable License and privileges granted by this Agreement shall be Ten Dollars ($10.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.

7. **Non-exclusive license.** This Revocable License is not exclusive, and is subject and subordinate to: (a) the right of the City to use the Alley for any purpose; (b) any existing utility, drainage or communication facility located in, on, under or upon the Alley; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City; and (e) the terms and conditions of this Agreement.

8. **Environmental Protection.** To the extent such regulations are applicable, Licensee shall not use or permit the use of the Alley for any purpose that may be in violation of any laws of the State of Texas or ordinances of the City. Licensee warrants that the permitted use of the Alley will not result in the disposal or other release of any hazardous substance or solid waste on or to the Alley, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Alley. Licensee shall indemnify and hold City harmless against all costs, environmental clean up to the Alley and surrounding area resulting from Licensees' violation of the provisions of this Section 8.

Attachment: License Agreement-Signed (Celina Real Estate, LLC License Agreement)

9. **INDEMNITY. LICENSEE SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF LICENSEE, THEIR OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

10. **Termination.** This License may be terminated:

(a) By the City:

(i) in the event Licensee fails to comply with any of the terms of this Agreement within ten (10) days after receipt of notice by Licensee from the City of such failure to comply;

(ii) in the event Licensee discontinues or abandons the use of the Alley for the purposes set forth herein; or

(iii) at any time upon thirty (30) days' written notice by the City to Licensee.

(b) At any time by Licensee upon thirty (30) days' written notice by Licensee to the City.

(c) At such time as this Agreement may be terminated for any reason whatsoever, City may cause the Alley Improvements comprising personal property to be removed or relocated in the Alley at the City's sole expense.

11. **Miscellaneous.**

(a) Compliance with laws. In connection with this Agreement, Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over Licensee and the Improvements.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by Licensee without the prior written consent of the City which consent shall not be unreasonably withheld if such transfer is made in connection with Licensee's transfer of the Licensee Properties.

(c) Force Majeure. In the event either the City or Licensee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, pandemics, epidemics, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party

Attachment: License Agreement-Signed (Celina Real Estate, LLC License Agreement)

obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

(d) Notices. Any notice provided for herein shall be given by written instrument, personally delivered or sent by certified mail, return receipt requested, and addressed to:

To the City:	City of Celina 142 North Ohio Street Celina, Texas 75009 Attention: City Manager Telephone: (972) 283-2682 Facsimile: (972) 382-3736 Email: jlaumer@celina-tx.gov
With a copy to:	Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, Texas 75034 Telephone: (972) 668-6400 Facsimile: (972) 668-6414 Email: Julie@txmunicipallaw.com
To the Licensee:	Celina Real Estate LLC Attn: Van Nichols 1341 South Preston Rd., Suite C Celina, Texas 75009 Telephone: (972) 382-4004 Email: vannichols@aol.com
With a copy to:	Celina Real Estate LLC Attn: Gregg Allen 16400 Dallas Parkway Suite 100 Dallas, Texas 75248 Email: gallen@elandenergy.com

(e) Governing Law; Venue. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in the county where the Alley is located. Venue for any action under this Agreement shall be in the county where the Alley is located.

(f) Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and

Attachment: License Agreement-Signed (Celina Real Estate, LLC License Agreement)

this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

(g) Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Licensee relative to the Alley, the Licensee Properties and Improvements installed therein and the Agreement as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City and Licensee.

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

(k) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Licensee Properties and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Licensee Properties but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Licensee Properties, or any part thereof. Any person who acquires any right, title, or interest in or to the Licensee Properties, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Licensee Properties.

EXECUTED at Collin County, Texas on the day and year first written above.

CITY OF CELINA, TEXAS

By:_____
Jason Laumer, City Manager

ATTEST:

By:_____
Vicki Tarrant, City Secretary

LICENSEE:
CELINA REAL ESTATE, LLC
By: E Management Corp., its Manager

By:_____
Name: Gregg Allen
Title: President

ATTEST:

By:_____
Doug Smith, General Counsel

Attachment: License Agreement-Signed (Celina Real Estate, LLC License Agreement)

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by **Jason Laumer, City Manager** of the City of Celina, Texas, on behalf of said City.

(SEAL)

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 25th day of February 2022, by Gregg Allen, President of E Management Corp., the Manager of the Licensee, on behalf of said group.

(SEAL) Lynette Taylor
_____
Notary Public in and for
the State of Texas

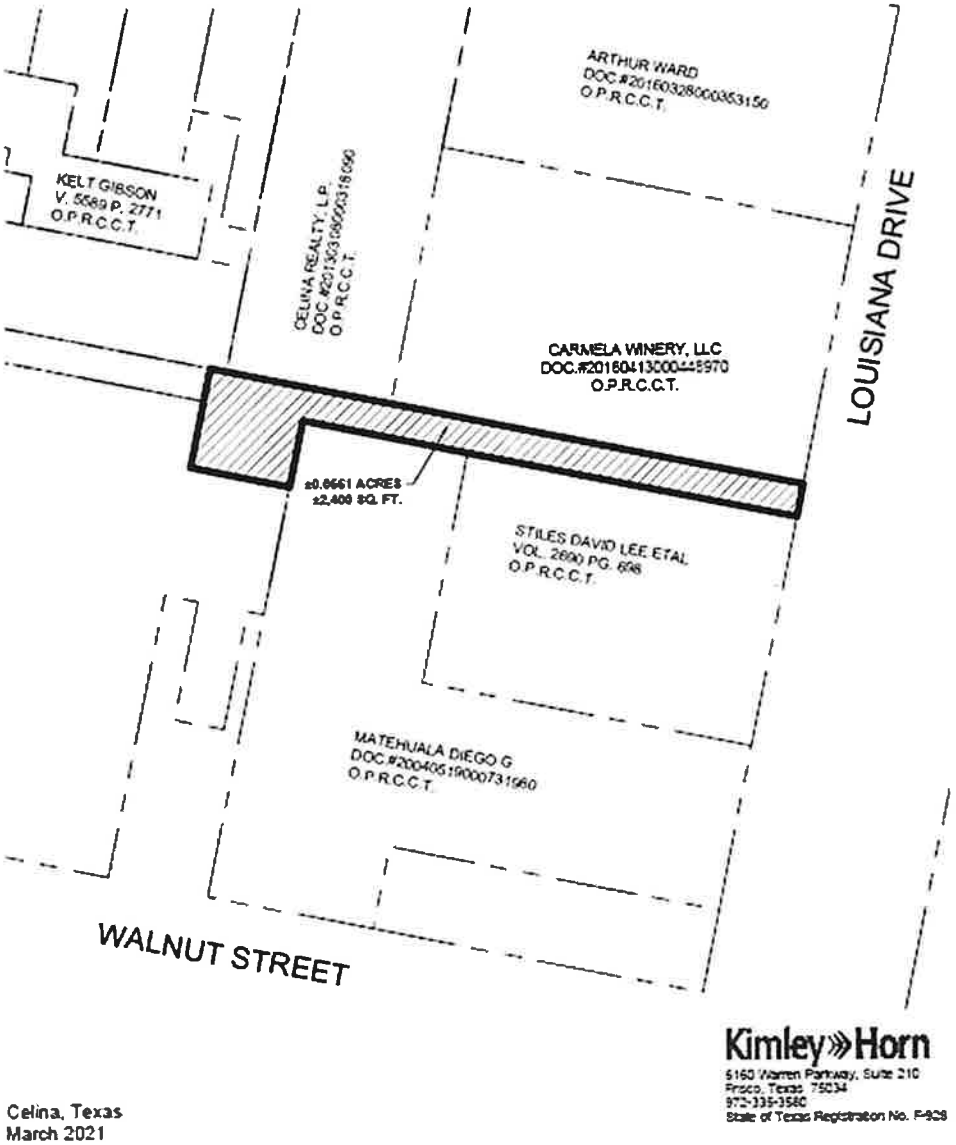
LYNETTE TAYLOR
My Notary ID # 8250493
Expires June 4, 2023

After recording, return to:
Vicki Tarrant, City Secretary
City of Celina
142 North Ohio Street
Celina, TX 75009

Attachment: License Agreement-Signed (Celina Real Estate, LLC License Agreement)

EXHIBIT A
Depiction of Alley

EXHIBIT A

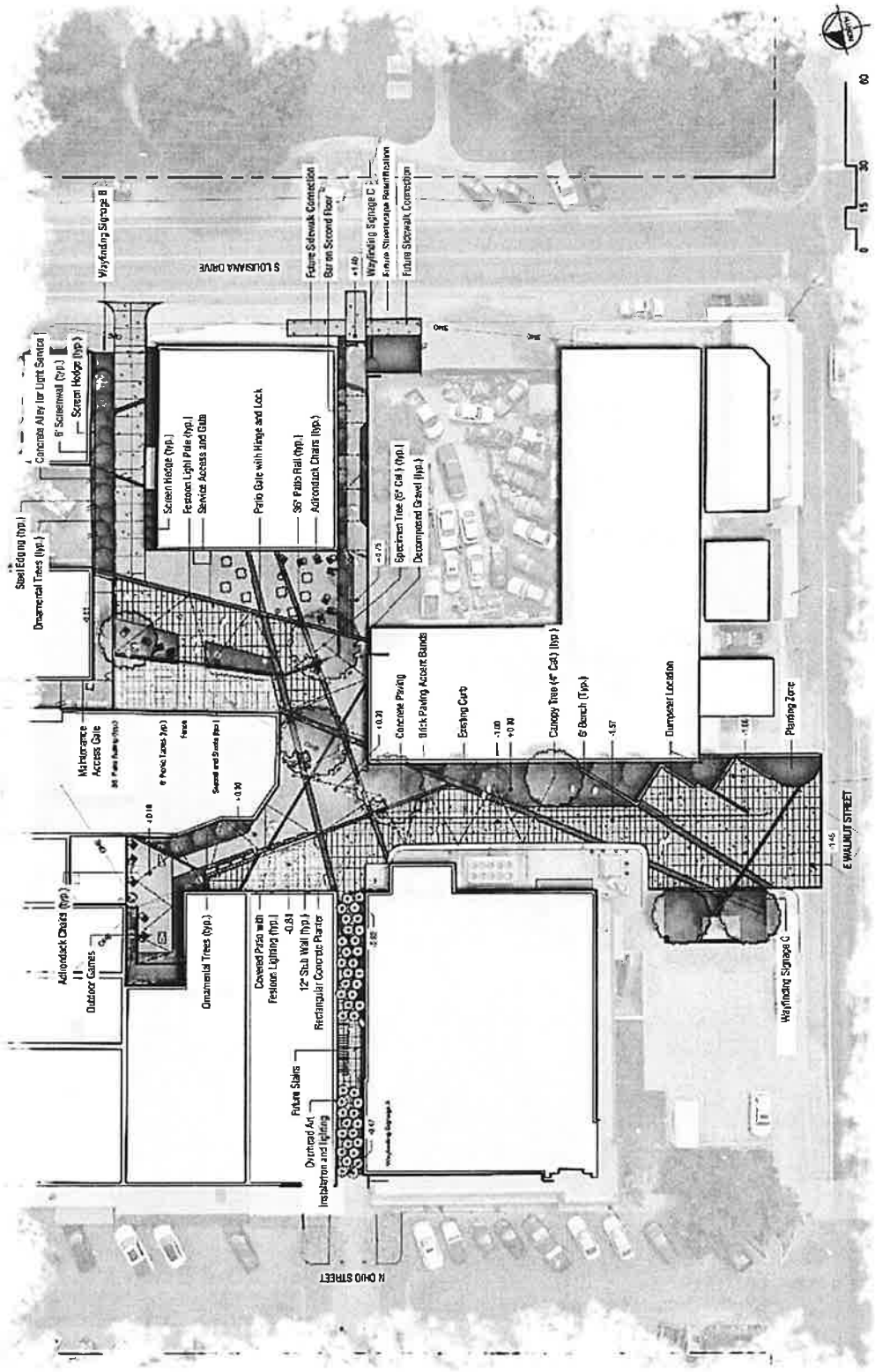


Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

Celina, Texas
March 2021

Attachment: License Agreement-Signed (Celina Real Estate, LLC License Agreement)

EXHIBIT B
The Improvements



Attachment: License Agreement-Signed (Celina Real Estate, LLC License Agreement)

EXHIBIT C
The Properties



Attachment: License Agreement-Signed (Celina Real Estate, LLC License Agreement)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Jason Laumer, City Manager
Date:	March 15, 2022
Re:	Light Farms Way Maintenance Agreement (Glasgow)

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Collin County Municipal Utility District No. 1 (CCMUD No. 1)for the operation and maintenance of Light Farms Way's section within the City Limits. (Glasgow)

Background Information:
The City has annexed a section of Light Farms Way from Dallas Parkway up to the eastern boundary of Fire Station No. 2. Located within the right-of-way annexed are landscaping, irrigation, and other entry features owned by CCMUD No.1. This agreement stipulates the responsibility of the City to maintain and conduct necessary improvements to the roadway and CCMUD No. 1 to maintain the landscape improvements in the right-of-way.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
General Fund Maintenance Budget

Legal Review:
The City Attorney has reviewed the agreement.

Supporting Documents:
- Proposed agreement

Staff Recommendation:
Staff recommends approval.

INTERLOCAL AGREEMENT FOR MAINTENANCE OF LIGHT FARMS ENTRANCE

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the __ day of _____, 2022 (the "Effective Date"), between the CITY OF CELINA, TEXAS, a home-rule municipality situated in Collin County, Texas (hereinafter referred to as the "City"), and COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, a conservation and reclamation district and a political subdivision of the State of Texas, operating under the provisions of Article XVI, Section 59 and Article III, Section 52(b)(3) of the Texas Constitution, Chapters 49 and 54, Texas Water Code, and Chapter 8164, Texas Special District Local Laws Code (hereinafter referred to as the "District"), (City and District are sometimes hereinafter referred to individually as "Party", and collectively as "Parties").

RECITALS

WHEREAS, the District is located within the City's extraterritorial jurisdiction ("ETJ") and the land within the District is being developed primarily for single-family residential uses as the Light Farms Development ("Light Farms") The District's boundaries are more specifically described in Exhibit "A," attached hereto and incorporated for all purposes; and

WHEREAS, the District and City, among others, executed that certain Amended and Restated Development Agreement on or about March 12, 2007, filed in the deed records of Collin County, Texas as Instrument number 2007-1101001489980, last amended by the Tenth Amendment to Amended and Restated Development Agreement, effective August 26, 2020, filed in the deed records of Collin County, Texas as Instrument number 2020-0909001511990 (the agreement and all subsequent amendments collectively known as the "Amended DA"); and

WHEREAS, under the Amended DA, upon acceptance by the District of completed road and drainage facilities to serve Light Farms, the District accepts the same for operation whereupon such portion of such road and drainage facilities shall be owned, operated and maintained by the District at its sole expense; and

WHEREAS, on November 15, 2007, Lucas Celina 209, Ltd. dedicated to the District, by a Special Warranty Deed of Dedication filed in the deed records of Collin County, Texas as Instrument number 2007-1115001546430, that certain tract of real property outside of the District boundaries and consisting of 2.705 acres; and

WHEREAS, on February 25, 2008, Forestar/RPG Land Company, LLC dedicated to the District, by a Special Warranty Deed of Dedication filed in the deed records of Collin County, Texas as Instrument number 2008-0225000217960, that certain tract of real property outside of the District boundaries and consisting of 1.350; and

WHEREAS, on February 25, 2008, Forestar/RPG Land Company, LLC dedicated to the District, by a Special Warranty Deed of Dedication filed in the deed records of Collin County,

Attachment: CCMUD and Celina Light Farms Entrance Maintenance Agreement 2.1.2022 (Light Farms Way Maintenance Agreement)

Texas as Instrument number 2008-0225000217970, that certain tract of real property consisting of 12.507 acres, a small portion of which being located outside of the District boundaries; and

WHEREAS, the portions of three above dedications located outside the District boundaries shall, for the purposes of this Agreement, be defined as the ("Connection Tracts") and were dedicated to the District for the purpose of constructing a roadway that would serve as an entrance to the Light Farms Development connecting off the Dallas North Tollway; and

WHEREAS, subsequently, the District entered into contracts for the construction of the roadway commonly known as Light Farms Way, including the paving, irrigation, and landscaping on the Connection Tracts; and

WHEREAS, on or about November 16, 2009, the District, by plat filed in the plat records of Collin County, Texas as Instrument number 2009-422, dedicated Light Farms Way, including the Connection Tracts, in fee simple, to the public use forever, including the streets, rights-of-way, and other public improvements shown on the plat; and

WHEREAS, since construction of the Light Farms Way and adjacent landscape facilities on the Connection Tracts, the District has maintained and operated such in accordance with the Amended DA; and

WHEREAS, on June 11, 2019, the City adopted ordinance 2019-19, annexing certain property into the City's corporate boundaries, including the Connection Tracts; and

WHEREAS, the annexation of the Connection Tracts has resulted in the need to define the City and District's rights and responsibilities regarding the operation and maintenance of the Connection Tracts; and

WHEREAS, the District and City desire to enter into this Agreement to define the rights and responsibilities of each Party; and

WHEREAS, this Agreement is authorized pursuant to the laws of the State of Texas including, without limitation, Chapters 49, 51, and 54, Texas Water Code, as amended, and Chapter 791, Texas Government Code, as amended (the "Act").

I.

REPRESENTATIONS AND FINDINGS

1. The Parties hereby find that the recitals set forth above are true and correct in all material respects.

2. City and the District are local government entities defined by the Act and as such are lawfully permitted to enter into this Agreement.

3. City and the District desire to assist in performing certain governmental functions and services as set forth herein.

Attachment: CCMUD and Celina Light Farms Entrance Maintenance Agreement 2.1.2022 (Light Farms Way Maintenance Agreement)

4. City and the District hereby find that this Agreement serves a public purpose and that both the City and District will receive a benefit as a result of performing under this Agreement.

5. City and the District hereby find that the performance of this Agreement is in their common interests.

6. City and the District hereby agree that in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each Party will make that performance or those payments from current revenues legally available to that Party.

7. The Parties understand and agree that each Party is a separate independent local governmental entity for purposes of this Agreement; that no partnership or joint venture is formed or agreed upon herein; and that at no time will the employees, agents or assignees of a Party be deemed for any purpose to be employees or agents of the other Party.

II.

RIGHTS AND RESPONSIBILITIES

CITY'S RESPONSIBILITIES:

1. The City shall, at its sole expense, be responsible for the operation and maintenance of the road and drainage facilities located on the Connection Tracts (the "Road Improvements"). The City agrees to operate and maintain such Road Improvements in accordance with generally recognized practices, including City practices and ordinances, and take reasonable measures to ensure that such Road Improvements remain open to public use.

2. Should any modification, upgrade, maintenance, removal, or similar work ("City Work"), be necessary for the Road Improvements, the City shall provide written notification of the City Work to the District at least five (5) days prior to the commencement of the City Work. Should City Work be necessary on an emergency basis, then the City shall provide written notice to the District of such emergency City Work as soon as reasonably possible. The written notice under this paragraph shall include the construction plans and specifications for such City Work and any applicable traffic plan. The requirements of this paragraph serve the purpose of allowing the District to evaluate the impact of the City Work on the ground cover, landscaping, irrigation and monument facilities (collectively the "Landscape Improvements") within the Connection Tracts and allowing the District to provide notice to District residents of the pending City Work should it interfere with public use of the Road Improvements.

3. The City agrees that the Connection Tracts shall not be subject to any City ordinance, regulation, or rule with regard to the Landscape Improvements. The City also acknowledges the existence of the monument sign located on the Connection Tracts and acknowledges that the monument sign shall not be subject to any City ordinance, regulation, or rule and that the District shall have the authority to maintain and, should the need arise, replace the monument sign in a reasonable manner.

Attachment: CCMUD and Celina Light Farms Entrance Maintenance Agreement 2.1.2022 (Light Farms Way Maintenance Agreement)

4. Should relocation of any Landscape Improvement be necessary within the Connection Tracts, the City shall notify the District and work in conjunction with the District to determine the proper relocation. In performance of the City Work, the City shall take reasonable measures to ensure that the Landscape Improvements are returned to the same condition, or better, that existed prior to the commencement of the City Work. Should any damage occur to the Landscape Improvements, the City shall be responsible to restore, repair, and replace the Landscape Improvements to the same condition, or better, that existed prior to the commencement of the City Work. Should any third-party request a permit from the City to perform work within the Connection Tracts, the City shall ensure that the permit approval includes the requirement that the permittee restore, repair, and replace the Landscape Improvements to the same condition, or better, that existed prior to the commencement of work by the permittee at no cost to the District. Should the permittee fail under this paragraph, the District will look to the City to complete the permittee's work and the City agrees to complete the permittee's work in restoring the Landscape Improvements. Any restoration, repair, and replacement under this paragraph shall endure without failure for two (2) years from the completion date of any repair, to the reasonable satisfaction of the District.

The City acknowledges that as of the date of this Agreement, there is work ongoing within the Connection Tracts in connection with the construction of a 7-11 service station. The City acknowledges responsibility to repair, replace, and restore any Landscape Improvements damaged in connection with this 7-11 work, even if such damage was done prior to the execution of this Agreement.

In the event the City or City permittee fail to restore the Landscape Improvements in the manner and to the condition required herein, or fails to satisfactorily and/or timely complete all restoration, the District may, at its option, serve written notice that, unless within five (5) days after serving of such notice a satisfactory arrangement can be made for the proper restoration of the Landscaping Facilities, the District may take over the work and prosecute same to completion, by contract or otherwise, at the sole expense of the City, and the City shall be liable to the District for any and all cost incurred by the District by reason of such prosecution and completion. Nothing contained herein shall limit any other remedies available to the District.

DISTRICT RESPONSIBILITIES:

1. The District will, at its sole expense, be responsible for the operation and maintenance of the Landscape Improvements located on the Connection Tracts. The District agrees to maintain such Landscape Improvements in a reasonably aesthetic appearance and manner, acknowledging the importance of such aesthetic appearance to the overall City and District appearance.

2. Should any modification, upgrade, maintenance, removal, or similar work ("District Work"), be necessary for the Landscape Improvements, the District shall provide written notification of the District Work to the City at least five (5) days prior to the commencement of the District Work. Should District Work be necessary on an emergency basis, then the District shall provide written notice to the City of such emergency District Work as soon as reasonably possible. The written notice under this paragraph shall include the construction plans and specifications for such District Work and any applicable traffic plan.

Attachment: CCMUD and Celina Light Farms Entrance Maintenance Agreement 2.1.2022 (Light Farms Way Maintenance Agreement)

3. In performance of the District Work, the District shall take reasonable measures to ensure that the Road Improvements are returned to the same condition, or better, that existed prior to the commencement of the District Work. Should any damage occur to the Road Improvements, the District shall be responsible to restore, repair, and replace the Road Improvements to the same condition, or better, that existed prior to the commencement of the District Work. Any restoration, repair, and replacement under this paragraph shall endure without failure for two (2) years from the completion date of any repair, to the reasonable satisfaction of the City.

In the event the District fails to restore the Road Improvements in the manner and to the condition required herein, or fails to satisfactorily and/or timely complete all restoration, the City may, at its option, serve written notice that, unless within five (5) days after serving of such notice a satisfactory arrangement can be made for the proper restoration of the Road Facilities, the City may take over the work and prosecute same to completion, by contract or otherwise, at the sole expense of the District, and the District shall be liable to the City for any and all cost incurred by the City by reason of such prosecution and completion. Nothing contained herein shall limit any other remedies available to the City

4. At no time shall the District be responsible for maintaining, replacing, repairing, or restoring any Landscape Improvement installed in the Connection Tracts by the City or a third-party.

III.

TERM

The term of this Agreement will be from the Effective Date until such time as the City annexes the District into its boundaries. Should such annexation occur, the City shall assume all of District's responsibilities under this Agreement. City's obligation to maintain the Connection Tracts after annexation shall survive the termination of this Agreement. Neither party may terminate this Agreement without the other party's prior written consent.

IV.

MISCELLANEOUS

1. Notices.

Any notice to be given hereunder by a Party to any other Party shall be in writing and may be effected by delivery in person or by facsimile, or by sending said notice by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when deposited with the United States Postal Service with sufficient postage affixed.

To District: Collin County Municipal Utility District No. 1
Attn: President
c/o Crawford & Jordan LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027
(214) 981-9090

Attachment: CCMUD and Celina Light Farms Entrance Maintenance Agreement 2.1.2022 (Light Farms Way Maintenance Agreement)

To City: City of Celina
Attn: City Manager
142 N. Ohio Street
Celina, Texas 75009
(972) 382-2682

Either Party may change its address for notice by giving the other Party written notice of such change in accordance with the provisions of this paragraph.

2. Effect of Force Majeure.

In the event a Party is rendered unable by force majeure to carry out any of its non-monetary obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure, shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Party. The cause, as far as possible, shall be remedied with all reasonable diligence. Notwithstanding any term to the contrary in this section, "force majeure" does not apply to the failure of a Party to timely make any payments required by the Agreement.

3. No Third Party Beneficiaries.

This Agreement is solely for the benefit of the Parties hereto, and no other person has any right, interest or claim under this Agreement.

4. Intent.

The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Agreement.

5. Representations.

The signatories hereto represent and affirm that they have authority to execute this Agreement on behalf of the respective Parties hereto. All matters stated in the preamble of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as though set forth in their entirety herein.

6. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or

Attachment: CCMUD and Celina Light Farms Entrance Maintenance Agreement 2.1.2022 (Light Farms Way Maintenance Agreement)

circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

7. Entire Agreement.

The Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, including the Plans and Specifications, constitute the entire agreement between the Parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein.

8. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the District and City, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

9. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Collin County, Texas.

10. No Waiver Implied.

The failure of any Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

11. Captions.

The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties hereto or any provisions hereof, or in ascertaining the intent of either Party, with respect to the provisions hereof.

12. Interpretations.

This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

13. Venue.

Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Collin County, Texas.

Attachment: CCMUD and Celina Light Farms Entrance Maintenance Agreement 2.1.2022 (Light Farms Way Maintenance Agreement)

14. Context.

Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

15. Assignment.

The rights and obligations of a Party under this Agreement may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.

16. Effective Date.

This Agreement shall be effective from and after the Effective Date.

17. Indemnification

1. To the extent allowed by law, the District waives, releases, and agrees to hold harmless and indemnify City and its agents, servants, employees, directors, members, contractors, subcontractors, successors and assigns, from any loss, damage, liability or expense that may arise as a result of District's negligent, grossly negligent, or reckless acts or willful misconduct in the construction, placement, operation, maintenance, rebuilding, relocation, removal, inspection, patrolling, or repairing of the Landscape Improvements.

2. To the extent allowed by law, City waives, releases, and agrees to hold harmless and indemnify District and its agents, servants, employees, directors, members, contractors, subcontractors, successors and assigns, from any loss, damage, liability or expense that may arise as a result of City's negligent, grossly negligent, or reckless acts or willful misconduct in the construction, placement, operation, maintenance, rebuilding, relocation, removal, inspection, patrolling, or repairing of the Road Improvements.

3. The foregoing notwithstanding, the Parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by State law and Federal law, including but not limited to the Texas Tort Claims Act and the Texas Constitution relative to these Parties.

4. The provisions of this indemnification are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

18. Default.

In the event of default by any Party to this Agreement, the non-defaulting party or parties shall give written notice of such default to the defaulting party describing such default and affording a period of thirty (30) days to cure the same. In the event that any such default cannot, by its nature, reasonably be cured within thirty (30) days, such period shall be extended an additional reasonable period of time within which to cure the same. If the defaulting party has not

Attachment: CCMUD and Celina Light Farms Entrance Maintenance Agreement 2.1.2022 (Light Farms Way Maintenance Agreement)

cured such default within thirty (30) days of said written notice, or, if such default cannot with due diligence be reasonably cured within such thirty (30) day period, within such time as is reasonably necessary to cure the default, the non-defaulting party or parties shall have the option to seek or pursue any remedy provided by law.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

EXECUTED on this the ____ day of _____, 2022

CITY:

CITY OF CELINA, TEXAS
a home-rule municipality

By:_____
Name:_____
Title: _____

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me on _____, __, 2022, the undersigned notary public appeared _____, _____ of City of Celina, a home-rule municipality, and executed the foregoing agreement for the purposes therein expressed on behalf of such municipality.

_____
Notary Public in and for the State of Texas

Attachment: CCMUD and Celina Light Farms Entrance Maintenance Agreement 2.1.2022 (Light Farms Way Maintenance Agreement)

Attachment: CCMUD and Celina Light Farms Entrance Maintenance Agreement 2.1.2022 (Light Farms Way Maintenance Agreement)

EXECUTED on this the ____ day of _____, 2022

DISTRICT:

COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

By_____

Name: _____

Title: President, Board of Directors

Date: _____

ATTEST:

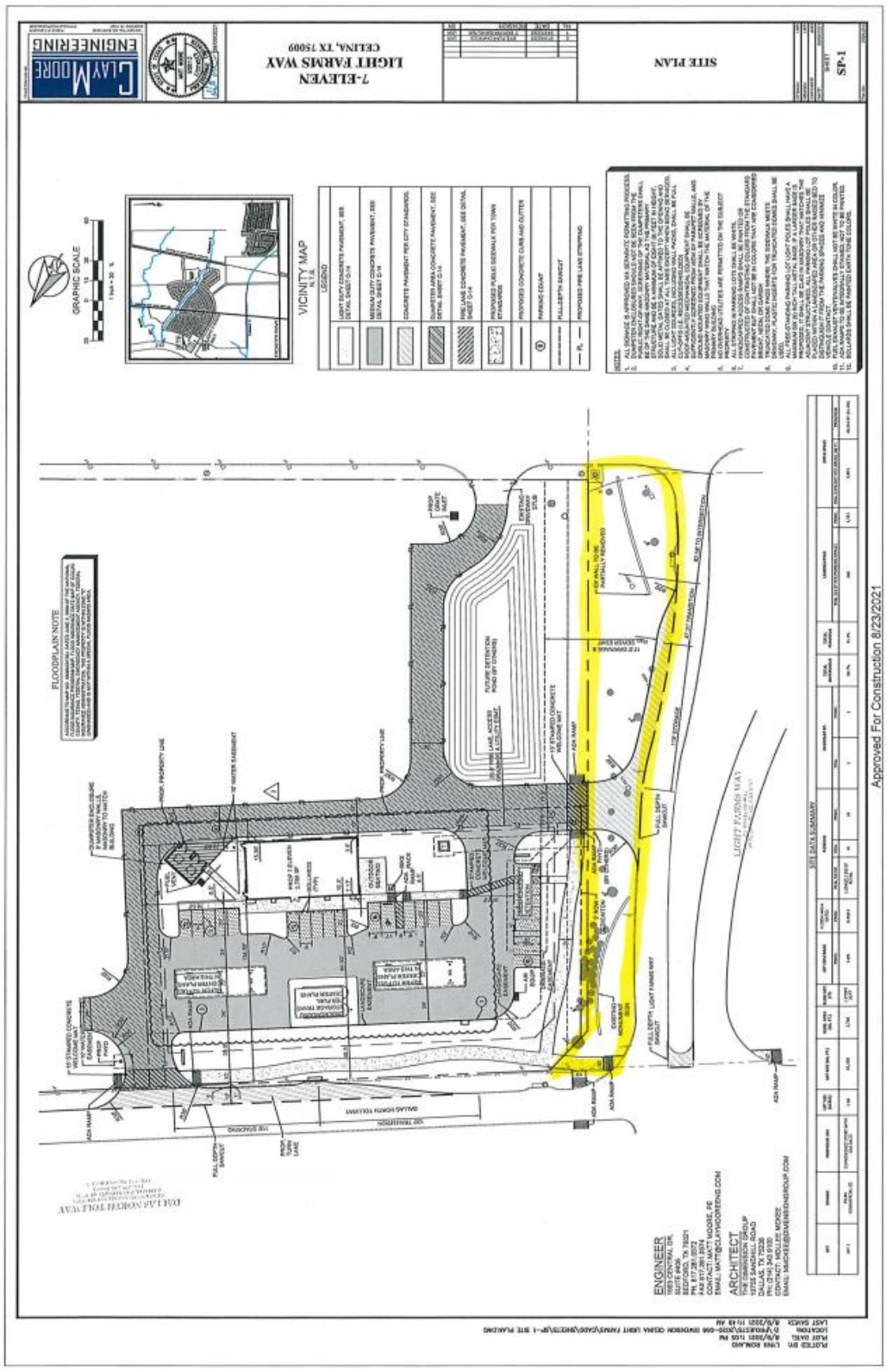
By: _____

Name: _____

Title: Secretary, Board of Directors

Date:_____

Exhibit "A"



Attachment: CCMUD and Celina Light Farms Entrance Maintenance Agreement 2.1.2022 (Light Farms Way Maintenance Agreement)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Kim Brawner, Executive Director of Public Services
Date: March 15, 2022
Re: Legacy Hills Right of Way and Easement Acquisition

Action Requested:
Consider and act to authorize an agreement for engineering services for the coordination of easements and ROW for Legacy Hills Development with Specialty Land Services, LLC., in an amount not to exceed $101,725.00. (Berry)

Background Information:
The City Council authorized a Development Agreement (DA) between the City of Celina and Dynavest Joint Venture to development approximately 3100 acres of single family development. As part of this agreement, the developer is responsible for constructing multiple public roadways, water lines, and wastewater lines. Per Section 4.3 of the approved development agreement, the City agrees to take reasonable steps to secure the necessary right of way and easements through the use of the City's power of eminent domain. This contract will allow the City to meet their obligations of the DA.

The City maintains an executed Master Services Agreement (MSA) with the real estate firm for on-call easement acquisition.

Alternatives:
Council may reject the authorization and direct staff.

Financial Considerations:
The Owner shall be responsible for funding all reasonable and necessary legal expenses, compensation awards as outlined in the Development Agreement.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
Agreement

Staff Recommendation:
Authorize Work Order

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Specialty Land Services LLC		
Consultant Project #:			
Project Name:	Legacy Hills – Land Acquisition		
Purchase Order#	22-0000xxxx	**Project #(s)**	

INVOICE SUBMITTAL

Billing Period:	
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Land Acquisition, Right of Entry, Title Reports, Appraisals, Eminent Domain Assistance**
2. **Compensation:** **$101,725.00 – Cost breakdown attached as Exhibit B**
3. **Timeline:** **N/A**

Attachment: Legacy Hills Task Order (Right of Way Acquistion Services for Legacy Hills Infrastruction)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
	Signature
Dawn Berry, Purchasing Director	Buddy Minett – President
Date	Date

Attachment: Legacy Hills Task Order (Right of Way Acquistion Services for Legacy Hills Infrastruction)

Exhibit B
Easement/ROW Parcel List

Parcel ID	Parcel Name	Billing Description	Cost
984947	THE BUNCH LIVING TRUST	PWE; TCE	$ 2,500.00
984947	THE BUNCH LIVING TRUST	Title Report	$ 1,000.00
984947	THE BUNCH LIVING TRUST	Appraisal	$ 4,100.00
984947	THE BUNCH LIVING TRUST	ED Assistance	$ 1,000.00
995098	THE BUNCH LIVING TRUST	SSE; TCE	$ 2,500.00
995098	THE BUNCH LIVING TRUST	Title Report	$ 1,000.00
995098	THE BUNCH LIVING TRUST	Appraisal	$ 4,100.00
995098	THE BUNCH LIVING TRUST	ED Assistance	$ 1,000.00
1529581	MUHAMMAD F ISLAM	Drainage Esmt; TCE	$ 2,500.00
1529581	MUHAMMAD F ISLAM	Title Report	$ 1,000.00
1529581	MUHAMMAD F ISLAM	Appraisal	$ 4,100.00
1529581	MUHAMMAD F ISLAM	ED Assistance	$ 1,000.00
1622783	KYLE ANDREW & JENNY MICHELE MILLS	Drainage Esmt; TCE	$ 2,500.00
1622783	KYLE ANDREW & JENNY MICHELE MILLS	Title Report	$ 1,000.00
1622783	KYLE ANDREW & JENNY MICHELE MILLS	Appraisal	$ 4,100.00
1622783	KYLE ANDREW & JENNY MICHELE MILLS	ED Assistance	$ 1,000.00
2121750	PAIR OF DICE PROPERTIES LLC	Right of Entry	$ 500.00
2121750	PAIR OF DICE PROPERTIES LLC	Right of Way	$ 2,500.00
2121750	PAIR OF DICE PROPERTIES LLC	Title Report	$ 1,000.00
2121750	PAIR OF DICE PROPERTIES LLC	Appraisal	$ 4,100.00
2121750	PAIR OF DICE PROPERTIES LLC	ED Assistance	$ 1,000.00
2121750	PAIR OF DICE PROPERTIES LLC	SSE; TCE	$ 625.00
2121750	PAIR OF DICE PROPERTIES LLC	PWE; TCE- East	$ 625.00
2121750	PAIR OF DICE PROPERTIES LLC	PWE; TCE - West	$ 625.00
2121751	BLANKS TODD L & CASSYE C	Right of Entry	$ 500.00
2121751	BLANKS TODD L & CASSYE C	Right of Way	$ 2,500.00
2121751	BLANKS TODD L & CASSYE C	Drainage Esmt	$ 625.00
2121751	BLANKS TODD L & CASSYE C	Drainage Esmt/ TCE	$ 625.00
2121751	BLANKS TODD L & CASSYE C	Title Report	$ 1,000.00
2121751	BLANKS TODD L & CASSYE C	Appraisal	$ 4,100.00
2121751	BLANKS TODD L & CASSYE C	ED Assistance	$ 1,000.00
2124033	HUDDLESTON CHARLES RAY & SHERRY LYNN	Right of Way	$ 2,500.00
2124033	HUDDLESTON CHARLES RAY & SHERRY LYNN	Drainage Esmt; TCE	$ 625.00
2124033	HUDDLESTON CHARLES RAY & SHERRY LYNN	Title Report	$ 1,000.00
2124033	HUDDLESTON CHARLES RAY & SHERRY LYNN	Appraisal	$ 4,100.00
2124033	HUDDLESTON CHARLES RAY & SHERRY LYNN	ED Assistance	$ 1,000.00
2122505	MAIER MARY LOU	Right of Entry	$ 500.00
2122505	MAIER MARY LOU	Right of Way	$ 2,500.00
2122505	MAIER MARY LOU	Drainage Esmt; TCE	$ 625.00

Attachment: Legacy Hills Task Order (Right of Way Acquistion Services for Legacy Hills Infrastruction)

2122505	MAIER MARY LOU	Drainage Esmt	$ 625.00
2122505	MAIER MARY LOU	Title Report	$ 1,000.00
2122505	MAIER MARY LOU	Appraisal	$ 4,100.00
2122505	MAIER MARY LOU	ED Assistance	$ 1,000.00
991378	CARVAJAL RAMON L	Right of Way	$ 2,500.00
991378	CARVAJAL RAMON L	Drainage Esmt	$ 625.00
991378	CARVAJAL RAMON L	Title Report	$ 1,000.00
991378	CARVAJAL RAMON L	Appraisal	$ 4,100.00
991378	CARVAJAL RAMON L	ED Assistance	$ 1,000.00
2703943	GREGORY MICHAEL J & KAREN J	Drainage Esmt	$ 2,500.00
2703943	GREGORY MICHAEL J & KAREN J	Title Report	$ 1,000.00
2703943	GREGORY MICHAEL J & KAREN J	Appraisal	$ 4,100.00
2703943	GREGORY MICHAEL J & KAREN J	ED Assistance	$ 1,000.00
1585939	PRITCHARD MICHAEL WELDON &	Drainage Esmt	$ 2,500.00
1585939	PRITCHARD MICHAEL WELDON &	Title Report	$ 1,000.00
1585939	PRITCHARD MICHAEL WELDON &	Appraisal	$ 4,100.00
1585939	PRITCHARD MICHAEL WELDON &	ED Assistance	$ 1,000.00
		Total	**$ 101,725.00**

Attachment: Legacy Hills Task Order (Right of Way Acquistion Services for Legacy Hills Infrastruction)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Glasgow, Director of Engineering
Date: March 15, 2022
Re: Willock Hills Lift Station Construction, Bid 2022-0113

Action Requested:
Consider and act to award bid 2022-0113 for the construction of Willock Hills Lift Station to 2T Underground, LLC., for the base bid in the amount of $473,507.60 plus ten percent contingency in the amount of $47,350.76 for a total amount not to exceed $517,858.36. (Berry)

Background Information:
On March 26, 2021, the City received responses to bid 2022-0113 for construction of the Willock Hills Lift Station. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred sixty-six vendors were notified. One no-bid and five responses were received.

An initial review was conducted by Procurement to verify all required documents were completed and acceptable. The results were sent to staff and to the Engineer of Record. The engineer reviewed the contractors experience and verified references. The Engineer recommended 2T Underground, LLC., which is the lowest responsible vendor and staff concurs.

The contract period is for 210 calendar days.

Alternatives:
Council may reject the award and direct staff.

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

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

Supporting Documents:
Tab Sheet
Agreement

Staff Recommendation:

Award Bid #2022-0113

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and 2T Underground, LLC. (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

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

City of Celina
WILLOCK HILL LIFT STATION IMPROVEMENTS
BID 2020-0113
PROJECT

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The project consists of improvements at the Willock Hill Lift Station, including submersible pump replacement, valve vault installation, electrical system upgrades, approximately 725 SY of reinforced concrete pavement, concrete water crossing structure, concrete slab, masonry screening wall, piping and valve installation, and associated appurtenances.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

TRC Engineers, Inc.
700 Highlander Blvd., Suite 210
Arlington, Texas 76015
(817) 522-1000

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 18**0** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within ***210*** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12

Attachment: 00-400 - Standard Form of Agreement (Willock Hills Lift Station Bid 2022-0113)

of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$1,000*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$1,000*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: $473,507.60

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

Attachment: 00-400 - Standard Form of Agreement (Willock Hills Lift Station Bid 2022-0113)

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;

Attachment: 00-400 - Standard Form of Agreement (Willock Hills Lift Station Bid 2022-0113)

8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

Attachment: 00-400 - Standard Form of Agreement (Willock Hills Lift Station Bid 2022-0113)

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **March 15, 2022.**

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	_____
Jason Laumer, City Manager	
	_____
	Printed Name & Title
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **contracts@celina-tx.gov**	

Attachment: 00-400 - Standard Form of Agreement (Willock Hills Lift Station Bid 2022-0113)

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Tabulation Sheet
Bid # 2022-0113
Willock Hills Lift Station Improvements

				2T Underground LLC.		Udelhoven, Inc.		North Texas Contracting, Inc.		Rey-Mar Construction		t Tucker Construction Company	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Submersible Pumps	2	EA	$20,640.00	$41,280.00	$11,876.55	$23,753.10	$35,000.00	$70,000.00	$13,000.00	$26,000.00	$20,797.00	$41,594.00
2	Precast Valve Vault	1	LS	$12,180.00	$12,180.00	$14,212.69	$14,212.69	$20,000.00	$20,000.00	$45,000.00	$45,000.00	$18,274.00	$18,274.00
3	Precast Wetwell Lid	1	LS	$9,000.00	$9,000.00	$8,520.76	$8,520.76	$15,000.00	$15,000.00	$30,000.00	$30,000.00	$11,844.00	$11,844.00
4	Access Stairs and Handrails	1	LS	$11,105.00	$11,105.00	$10,939.96	$10,939.96	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$16,098.00	$16,098.00
5	Piping, Valves and Fittings	1	LS	$50,920.00	$50,920.00	$159,511.68	$159,511.68	$120,000.00	$120,000.00	$136,000.00	$136,000.00	$63,598.00	$63,598.00
6	Odor Control Canister	1	LS	$3,840.00	$3,840.00	$7,128.73	$7,128.73	$7,000.00	$7,000.00	$95,000.00	$95,000.00	$11,675.00	$11,675.00
7	Pump Control Panel	1	LS	$22,200.00	$22,200.00	$11,204.29	$11,204.29	$25,000.00	$25,000.00	$35,000.00	$35,000.00	$23,626.00	$23,626.00
8	Electrical System	1	LS	$137,700.00	$137,700.00	$133,731.31	$133,731.31	$134,500.00	$134,500.00	$126,000.00	$126,000.00	$169,291.00	$169,291.00
9	Canopy Structure	1	LS	$9,870.00	$9,870.00	$6,186.71	$6,186.71	$10,000.00	$10,000.00	$18,000.00	$18,000.00	$9,678.00	$9,678.00
10	Concrete Slab	68	SY	$52.45	$3,566.60	$153.26	$10,421.68	$200.00	$13,600.00	$189.00	$12,852.00	$890.00	$60,520.00
11	Concrete Access Road	725	SY	$89.40	$64,815.00	$166.44	$120,669.00	$110.00	$79,750.00	$189.00	$137,025.00	$230.00	$166,750.00
12	Concrete Water Crossing Structure	1	LS	$16,065.00	$16,065.00	$5,449.20	$5,449.20	$25,000.00	$25,000.00	$24,000.00	$24,000.00	$34,558.00	$34,558.00
13	Silt Fence	30	SY	$51.00	$1,530.00	$383.78	$11,513.40	$7.00	$210.00	$450.00	$13,500.00	$476.00	$14,280.00
14	Screening Wall	102	LF	$252.00	$25,704.00	$692.87	$70,672.74	$500.00	$51,000.00	$300.00	$30,600.00	$1,055.00	$107,610.00
15	Swing Gate	1	LS	$6,600.00	$6,600.00	$15,929.47	$15,929.47	$5,000.00	$5,000.00	$6,000.00	$6,000.00	$6,713.00	$6,713.00
16	Demolition	1	LS	$32,085.00	$32,085.00	$3,187.46	$3,187.46	$69,500.00	$69,500.00	$30,000.00	$30,000.00	$27,010.00	$27,010.00
17	Temporary Bypass	1	LS	$10,800.00	$10,800.00	$26,610.19	$26,610.19	$49,000.00	$49,000.00	$16,000.00	$16,000.00	$46,600.00	$46,600.00
18	Trench Protection	28	LF	$210.00	$5,880.00	$175.07	$4,901.96	$1.00	$28.00	$290.00	$8,120.00	$54.00	$1,512.00
19	Sodding	620	SY	$8.85	$5,487.00	$18.26	$11,321.20	$10.00	$6,200.00	$12.00	$7,440.00	$14.00	$8,680.00
20	SWPPP	1	LS	$2,880.00	$2,880.00	$4,061.56	$4,061.56	$10,000.00	$10,000.00	$3,500.00	$3,500.00	$13,726.00	$13,726.00
	Total				**$473,507.60**		**$659,927.09**		**$725,788.00**		**$820,037.00**		**$853,637.00**

Attachment: Bid Tabulation by Supplier Spreadsheet (Willock Hills Lift Station Bid 2022-0113)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: Punk Carter Water Main (Glasgow)

Action Requested:
Consider and act to authorize the City Manager to execute a reimbursement agreement by and between the City of Celina, Tollway/Outer Loop, L.P. (Cambridge), and Tellus Group, LLC (Tellus) for the reimbursement of an 18" water main along Punk Carter Boulevard. (Glasgow)

Background Information:
Cambridge is responsible for the installation of a 12" water main along Punk Carter Blvd to serve their development per the executed development agreement. Tellus is responsible for the installation of an 18" water main along Punk Carter Blvd at the issuance of 250 home permits per the development agreement of Mosaic. The City will reimburse Cambridge for upsizing the 12" waterline to an 18" water line. Tellus, in turn, will reimburse the City the exact cost of the City's reimbursement to Cambridge at the issuance of 250 home permits in Mosaic.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
This agreement has been reviewed by the City Attorney.

Supporting Documents:
- Proposed agreement

Staff Recommendation:
Staff recommends approval.

Attachment: Waterline Reimbursement Agreement - Cambridge Crossing - Tellus - Revised 3 (City) (Punk Carter Water Main Reimbursement

REIMBURSEMENT AGREEMENT FOR WATER IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT FOR WATER IMPROVEMENTS (herein this "Agreement"), is made and entered into this _____, 2022 (the "Effective Date") between the City of Celina, Texas, a Texas home-rule municipality (the "City"), Tellus Texas I, LLC, a Texas limited liability company ("Tellus"), and Tollway/Outer Loop, L.P., a Texas limited partnership ("Cambridge"). City, Cambridge, and Tellus are each a "Party" and collectively, the "Parties".

WHEREAS, the Parties desire to set forth the manner of construction and installation of an offsite 18-inch waterline depicted in **Exhibit A** attached hereto and incorporated herein (the "Main") and the payment for the actual costs of such Main; and

WHEREAS, pursuant to a development agreement executed on February 28, 2017, subsequently amended on May 8, 2018, to which the City and Cambridge are parties ("Cambridge Development Agreement"), and a development agreement executed on June 8, 2021, to which the City and Tellus are parties (the "Mosaic Development Agreement"), Cambridge and Tellus are obligated to construct all or portions of the Main; and

WHEREAS, Cambridge intends to construct the Main in order to serve its adjacent development, subject to reimbursement of the costs of construction, minus certain costs that Cambridge will have reimbursed separately; and

WHEREAS, the City intends to reimburse Cambridge for a portion of the construction of the Main, pursuant to the terms of this Agreement, and subject to reimbursement of same costs by Tellus.

NOW, THEREFORE, for and in consideration of the premises and the consideration herein recited, the receipt of which is expressly acknowledged by all Parties, the Parties hereby mutually agree as follows:

1. Recitals. The Recitals above are hereby incorporated into the body of this Agreement.

2. Construction of Main and Reimbursement. Cambridge shall construct the Main at its own expense, subject to reimbursement as set forth herein. The construction costs of the Main shall be divided into two portions, which shall be separately reimbursed to Cambridge. The two separate portions are depicted in **Exhibit A** in green ("West Portion") and red ("East Portion"). Cambridge will bid the job to Cullum Construction Company, Inc. and KCK Utility Construction, Inc. Cambridge shall have commercially reasonable discretion in determining the winning bid based on cost and timing. Within thirty (30) days of Cambridge's completion of the Main and the issuance of final acceptance by the City (as described in Section 10.03.046(e) of the City's Code of Ordinances), City shall reimburse Cambridge for (i) the actual all-in cost to construct the East Portion (including, without limitation, the actual construction costs plus twenty percent (20%) of such actual construction costs for soft costs such as design, staking, City fees and construction

Attachment: Waterline Reimbursement Agreement - Cambridge Crossing - Tellus - Revised 3 (City) (Punk Carter Water Main Reimbursement

management, which construction management shall not exceed 10% of the total job cost); and (ii) the actual all-in cost of upsizing the West Portion from a twelve (12) inch line to an eighteen (18) inch line (including, without limitation, the actual construction costs plus twenty percent (20%) of such actual construction costs for soft costs such as design, staking, City fees and construction management, which construction management shall not exceed 10% of the total job cost) (collectively, the "Tellus Costs"). Neither the City, nor Tellus, shall be responsible for the actual construction costs of the twelve (12) inch line of the West Portion. Within thirty (30) days of the issuance of the 250th building permit for the development described in the Mosaic Development Agreement, Tellus shall reimburse City for the Tellus Costs, to be the full amount that City reimbursed to Cambridge. If such 250th building permit is issued before Cambridge's completion of the Main, Tellus shall reimburse City for the Tellus Costs within thirty (30) days of Cambridge's completion of the Main.

3. City Obligations. By the execution of this Agreement, it is expressly understood that the City does not assume any obligations which may arise under any terms of an agreement previously entered into or which may in the future be entered into by Cambridge with a third party for the construction of the subject Main.

4. City Approval of Construction Costs. Prior to construction commencement, Cambridge will provide the City with an opinion of probable cost for the construction of the Main for the City's initial approval, which opinion of probable cost shall be in a form that allows the Parties to determine the separate costs of the East Portion, West Portion, and the upsizing on the West Portion. Upon completion of the Main construction (or any segment, section, or portion thereof), Cambridge will furnish the City with invoices substantiating the construction cost that Cambridge is requesting reimbursement on. The invoices will clearly delineate the separate costs of the East Portion, West Portion, and the upsizing on the West Portion. Such itemized list, after audit and approval by the City, will determine the actual total construction costs for the Main. If the construction costs do not conform reasonably (taking into account the current high inflation environment) with the opinion of probable costs initially approved by the City (it being understood that Cambridge is not guaranteeing that the actual construction costs will not exceed the opinion of probable cost), then the City may disapprove any non-conforming construction costs by providing a written notice to Cambridge specifying the non-conforming costs. If the construction costs are approved only in part, the City shall process the approval of such partial work described in Section 2, for reimbursement in the manner provided herein. Without limitation of any remedies available to Cambridge at law or in equity, any denial may be appealed to the City Council of the City in writing within thirty (30) days of being denied by City.

5. Construction on Property. Cambridge agrees to obtain and make available any necessary easements, permits and right of way, together with necessary working space as required to construct the Main wherever it crosses private property. The City grants Cambridge permission to construct the Main wherever the Main crosses or parallels any public utility easement, street or property owned or controlled by the City. Construction on the Main shall begin within sixty (60) days of the City issuing a permit.

6. Compliance with City Regulations; City Approval and Acceptance. The Main shall be designed by Cambridge per the City's Engineering Design Standards (as described in Article 10.04 of the City's Code of Ordinances) and installed in accordance with current City ordinances, standards and specifications. The City Engineer or his/her representative will make a determination of whether the subject Main is constructed in accordance with approved engineering plans and specifications. Upon completion and acceptance of the Main by the City, including the City's Engineer, the Main shall become the property of the City and an integral part of the City's system and subject to maintenance, jurisdiction and control of the City. If, for any reason, the Main should be commenced but not completed, that portion having been constructed shall become the property of the City and subject to maintenance, jurisdiction and control of the City and Cambridge shall, to the extent it is lawful, be reimbursed as provided herein for any completed and accepted segment, section, or portion of the Main.

7. No Other City Financial Obligations. No ad valorem tax, revenue or income is or shall ever be encumbered by the terms of this Agreement, and no appropriation by the City is required therefrom when this Agreement is authorized and executed. Further, this Agreement shall in no manner be construed to create a debt against the City or charge against any of its revenues from whatever source derived.

8. Severability. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, the other and remaining provisions of this Agreement shall not in any way be affected and all provisions of this Agreement which are not declared to be illegal shall be binding upon the Parties; Cambridge agrees that in the event that a court determines all or a portion of this Agreement is unenforceable, Cambridge shall have the option to discontinue further work on the Main and if the Main has not been completed, refuse to make any further expenditures in the way of furnishing labor, materials and supplies. It is specifically agreed, however, that the portion of the Main which may have been constructed shall become the property of the City for all purposes and Cambridge shall, to the extent it is lawful, be reimbursed as provided herein for any completed and accepted segment, section, or portion of the Main. The City shall not be liable for any costs expended by Cambridge prior to the court's decision. Should Cambridge continue work after such court decision, Cambridge does so at Cambridge's own risk, cost and expense unless the Parties agree otherwise in writing.

9. Indemnity.

9.1 CAMBRIDGE ON BEHALF OF ITSELF, ITS CONTRACTORS, AND ITS AGENTS, COVENANTS AND AGREES TO HOLD HARMLESS AND INDEMNIFY THE CITY FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE WHICH MAY ARISE FROM THE MAIN CONSTRUCTION OPERATIONS PERFORMED UNDER THE TERMS OF THIS AGREEMENT; AND CAMBRIDGE ALSO AGREES AND DOES HEREBY AGREE TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF CONTRACTORS, SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIAL, PERSONS, AND SUPPLIERS INCURRED IN THE PERFORMANCE OF THIS

Attachment: Waterline Reimbursement Agreement - Cambridge Crossing - Tellus - Revised 3 (City) (Punk Carter Water Main Reimbursement

AGREEMENT. CAMBRIDGE WILL FURNISH TO THE CITY SATISFACTORY EVIDENCE OF THE DISCHARGE OF SUCH CLAIMS PRIOR TO RECEIVING ANY REIMBURSEMENT PAYMENT FROM THE CITY. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY.

9.2 TELLUS ON BEHALF OF ITSELF, ITS CONTRACTORS, AND ITS AGENTS, COVENANTS AND AGREES TO HOLD HARMLESS AND INDEMNIFY THE CITY FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE WHICH MAY ARISE FROM THE MAIN CONSTRUCTION OPERATIONS PERFORMED UNDER THE TERMS OF THIS AGREEMENT; AND TELLUS ALSO AGREES AND DOES HEREBY AGREE TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF CONTRACTORS, SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIAL, PERSONS, AND SUPPLIERS INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. TELLUS WILL FURNISH TO THE CITY SATISFACTORY EVIDENCE OF THE DISCHARGE OF SUCH CLAIMS PRIOR TO RECEIVING ANY REIMBURSEMENT PAYMENT FROM THE CITY. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY.

10. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Any receivables due under this Agreement may be assigned by Cambridge without the consent of, but upon written notice to the City pursuant to Section 11 of this Agreement, however City shall in no event be required to divide and send payments to more than two (2) parties. Except as expressly provided herein, this Agreement may not be assigned by any Party without the written consent of the other Parties and any attempted assignment without such written consent shall be null and void and without legal effect.

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

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

Attachment: Waterline Reimbursement Agreement - Cambridge Crossing - Tellus - Revised 3 (City) (Punk Carter Water Main Reimbursement

Attachment: Waterline Reimbursement Agreement - Cambridge Crossing - Tellus - Revised 3 (City) (Punk Carter Water Main Reimbursement

With a copy to: Messer, Fort & McDonald, PLLC
Attn: Julie Fort
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400

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

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

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

To Tellus: Attn: David R. Blom
Tellus Group LLC
Prosper, Texas 75078
Email: dblom@tellusgroupllc.com

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

12. Termination. This Agreement shall automatically terminate without any further action or notice by any Party upon the last to occur of (a) City's reimbursement to Cambridge, and (b) Tellus' reimbursement to City.

13. General Provisions.

a. No Partnership. Nothing contained in this Agreement nor any acts of the Parties will be construed to make the Parties partners or joint venturers, to create the relationship of principal and agent or any other association between the Parties, or to render any of said Parties liable for the debts or obligations of the other, except as expressly provided in this Agreement.

b. Entirety. This Agreement constitutes the entire agreement between the Parties hereto regarding the subject matter hereof, and supersedes any and all prior negotiations, written or oral agreements (not including the Mosaic Development Agreement), understandings, representations, warranties, or statements at any time made or had by and between the Parties hereto or any representatives of any of the Parties hereto pertaining to the subject matter hereof.

c. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall be in Collin County, Texas.

d. Governmental Powers; Waivers of Immunity; State Law. By execution of this Agreement, City does not waive or surrender any of its governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does not constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code, or Sections 2274.002 and 2252.151-.154 of the Texas Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by City of its governmental functions.

e. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The captions and headings set forth in this Agreement are for purposes of convenience only and will have no effect in construing the provisions of this Agreement. All references to "Section" or "Sections," contained herein are, unless specifically indicated otherwise, references to sections of this Agreement. Any approval or consent required of any Party under this Agreement will not be unreasonably withheld, conditioned, or delayed. This Agreement may only be amended by an instrument in writing executed by all of the parties hereto. The person executing this Agreement on behalf of the applicable Party has the requisite power and authority to enter into this Agreement and to take any action on behalf of such Party in connection with the transactions contemplated hereby.

(*signatures on following pages*)

Attachment: Waterline Reimbursement Agreement - Cambridge Crossing - Tellus - Revised 3 (City) (Punk Carter Water Main Reimbursement

EXECUTED by the City, Cambridge, and Tellus on the Effective Date stated above.

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

_____
_____, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Jason Laumer City Manager of the City of Celina, Texas, on behalf of the City of Celina, Texas.

_____
Notary Public in and for the State of Texas

Attachment: Waterline Reimbursement Agreement - Cambridge Crossing - Tellus - Revised 3 (City) (Punk Carter Water Main Reimbursement

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

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

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

By: _____
James J. Melino, President

Date: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022, by James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as the Manager of Tollway/Outer Loop GP, LLC, a Texas limited liability company, on behalf thereof as the General Partner of Tollway/Outer Loop, L.P., a Texas limited partnership, on behalf thereof.

_____
Notary Public in and for the State of Texas

Attachment: Waterline Reimbursement Agreement - Cambridge Crossing - Tellus - Revised 3 (City) (Punk Carter Water Main Reimbursement

TELLUS

Tellus Texas I, LLC,
a Texas limited liability company

By:_____
Name: _____
Position: _____

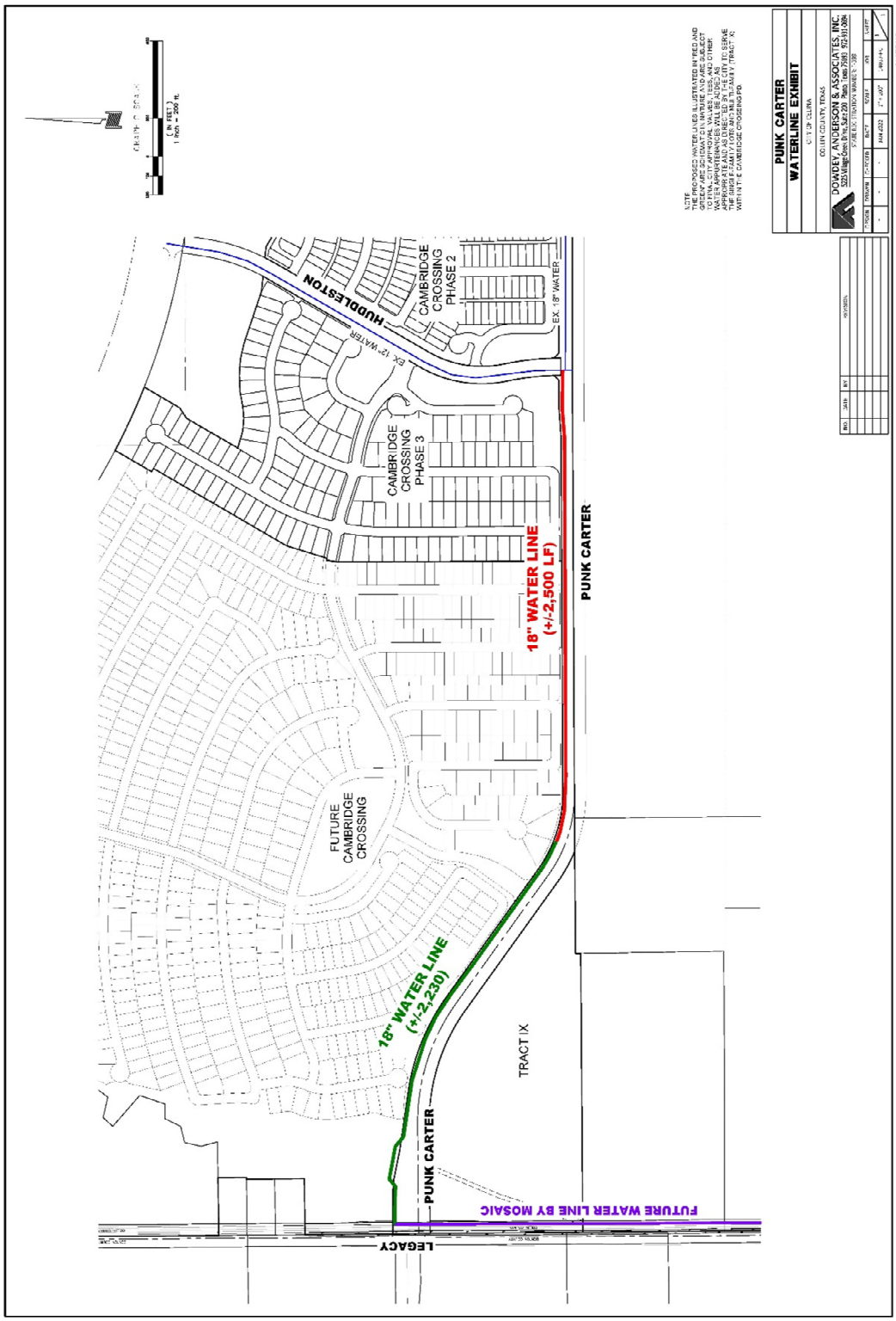
STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ of Tellus Texas I, LLC, on behalf of the company.

_____
Notary Public in and for the State of Texas

Attachment: Waterline Reimbursement Agreement - Cambridge Crossing - Tellus - Revised 3 (City) (Punk Carter Water Main Reimbursement

EXHIBIT A
Main



Attachment: Waterline Reimbursement Agreement - Cambridge Crossing - Tellus - Revised 3 (City) (Punk Carter Water Main Reimbursement

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: 12 Acres on DNT - Rezoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 12.1 acres to the Dallas North Tollway Overlay District (DNTO), generally located at the northeast corner of the future Dallas North Tollway and Collin County Outer Loop, within the City Limits. (12 Acres on DNT – Rezoning) (Mohan)

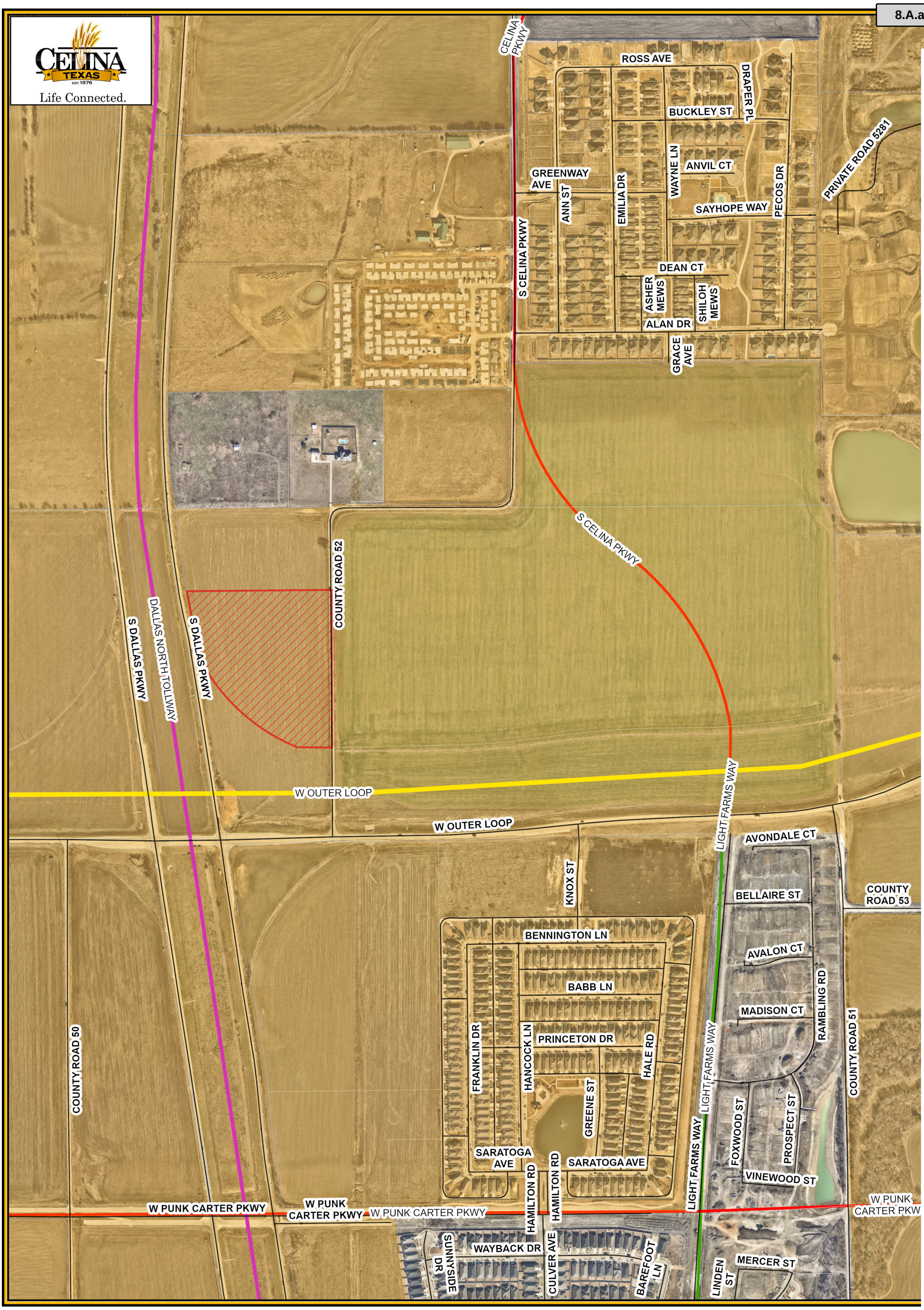
Applicant:
The Law Offices of Robert D. Daake, PLLC
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the rezoning of 12.1 acres to a base zoning of the Dallas North Tollway Overlay District (DNTO). Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

12 Acres on DNT
Location Map
City of Celina

1/26/2022

N W E S

0 445 890 Feet

Attachment: Location Map (12 Acres on DNT – Rezoning)

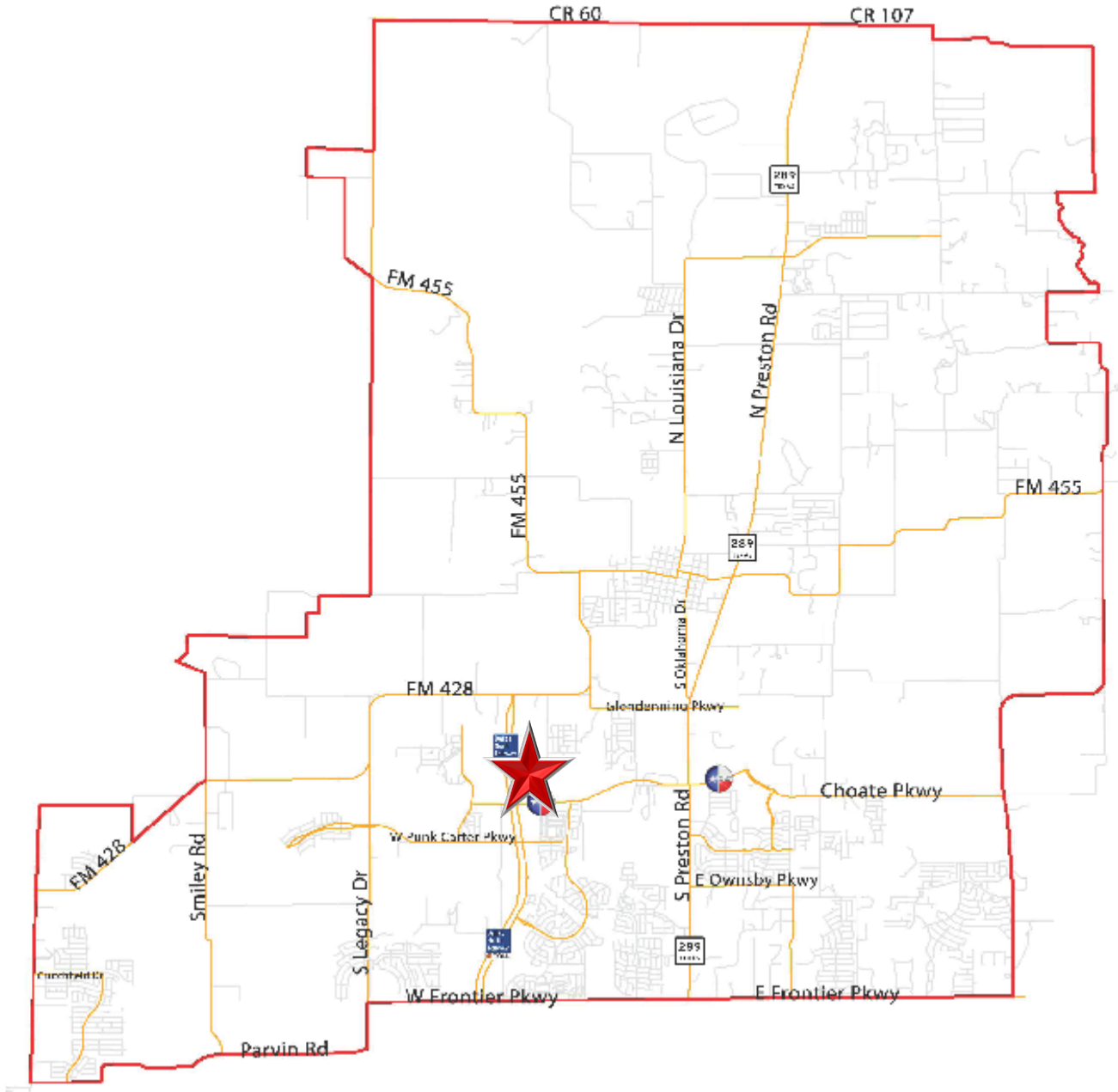
12 ACRES ON DNT

Rezoning

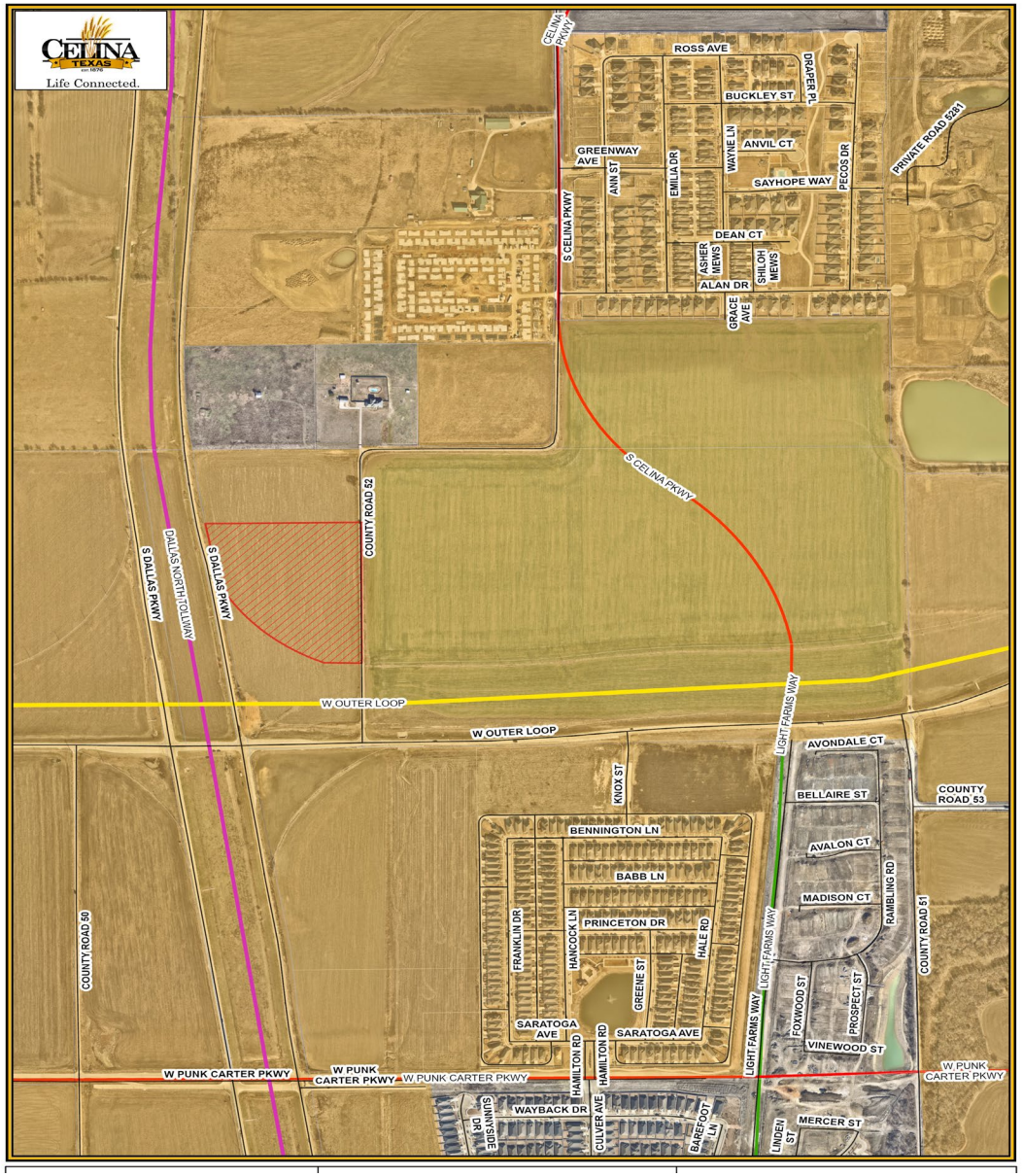
City Council
March 15, 2022



Attachment: Staff Presentation (12 Acres on DNT – Rezoning)



Attachment: Staff Presentation (12 Acres on DNT – Rezoning)



LOCATION MAP

The subject property is generally located at the northeast corner of the Collin County Outer Loop and Dallas North Tollway

Attachment: Staff Presentation (12 Acres on DNT – Rezoning)

BACKGROUND

- The subject property is approximately 12 acres
- The subject property was annexed into City Limits in 2012 and was zoned Agriculture District (AG)
- The applicant is proposing a base zoning of Dallas North Tollway Overlay District (DNTO)
- The subject property has no immediate plans to develop

Attachment: Staff Presentation (12 Acres on DNT – Rezoning)

POLICY CONSIDERATIONS

- Dallas North Tollway Overlay District (DNTO) is an appropriate zoning district for properties along the Dallas North Tollway

Attachment: Staff Presentation (12 Acres on DNT – Rezoning)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (12 Acres on DNT – Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its February 15th regular meeting
- Staff recommends approval of the zoning as presented

Attachment: Staff Presentation (12 Acres on DNT – Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
12 ACRES ON DNT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 12 ACRES LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 806 COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATLEY 450 FEET NORTH OF THE COLLIN COUNTY OUTER LOOP AND EAST OF FUTURE DALLAS NORTH TOLLWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE REZONED FROM AGRICULTURAL DISTRICT (AG) TO THE DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTO); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

Attachment: Draft Ordinance (12 Acres on DNT – Rezoning)

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety, and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as the Dallas North Tollway Overlay District (DNTO).

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein, as the Dallas North Tollway Overlay District (DNTO) base zoning.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

Attachment: Draft Ordinance (12 Acres on DNT – Rezoning)

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

Attachment: Draft Ordinance (12 Acres on DNT – Rezoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 15th day of March 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (12 Acres on DNT – Rezoning)

Exhibit A
Legal Description

BEING a tract of land situated in the THOMAS SLAYTON SURVEY, ABSTRACT NO. 806, City of Celina, Collin County, Teas and being a portion of a tract of land as described in deed to Bobcat Trail, Ltd., recorded in County Clerk's File No. 20060922001372080, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a MAG nail found for corner, said MAG nail being North 00 deg 3e2 min 50 sec West, a distance of 465.50 feet from a 1.2 in iron rod found (CM, CC #20060922001372080) for the southeast corner of said Bobcat Tail tract, the southeast corner of said Thomas Slayton Survey and the intersection of the centerline of County Road 52 and the centerline of County Road 51;

THENCE south 89 deg 32 min 54 sec West, departing the east line of said Bobcat Trail tract, the east line of said Thomas Slayton Survey and over and across said Bobcat Trail tract, a distance of 187.28 feet to a 1/2 inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner and the beginning of a non-tangent curve to the right having a radius of 1,022.00 feet, a central angle of 40 deg 31 min 39 sec, a chord bearing North 47 deg 57 min 41 sec West and a chord length of 707.92 feet;

THENCE continuing over and across said Bobcat Trail and along said non-tangent curve to the right, an arc distance of 722.90 feet to a 5/8 inch iron rod with plastic cap stanped "Lam-Star" found for corner being situated in the easterly right-of-way line of Dalls Parkway (variable width right-of-way), said iron rod also being the beginning of a non-tangent curve to the left having a radius of 5,744.58 feet, a central angle of 02 deg 11 min 36 sec, a chord bearing of North 10 deg 53 min 21 sec West and a chord length of 219.89 feet;

THENCE along the easterly right-of-way line of said Dallas Parkway, the following:

Along said non-tangent curve to the left, an arc distance of 219.91 feet to a 5/8 inch iron rod with a plastic cap stamped "LAM-STAR" found for corner and the beginning of a curve to the right having a radius of 5,714.58 feet, a central angle of 01 deg 39 min 38 sec, a chord bearing of North 11 deg 09 min 20 sec West and a chord length of 165.62 feet;

Along said curve to the right, an arc distance of 165.62 feet to a 1/2 inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner, said iron rod being the Southwest corner of a tract of land as described in deed to CAC Partners, Ltd., recorded in County Clerk's File No. 20171121001550130, Deed Records, Collin County, Texas;

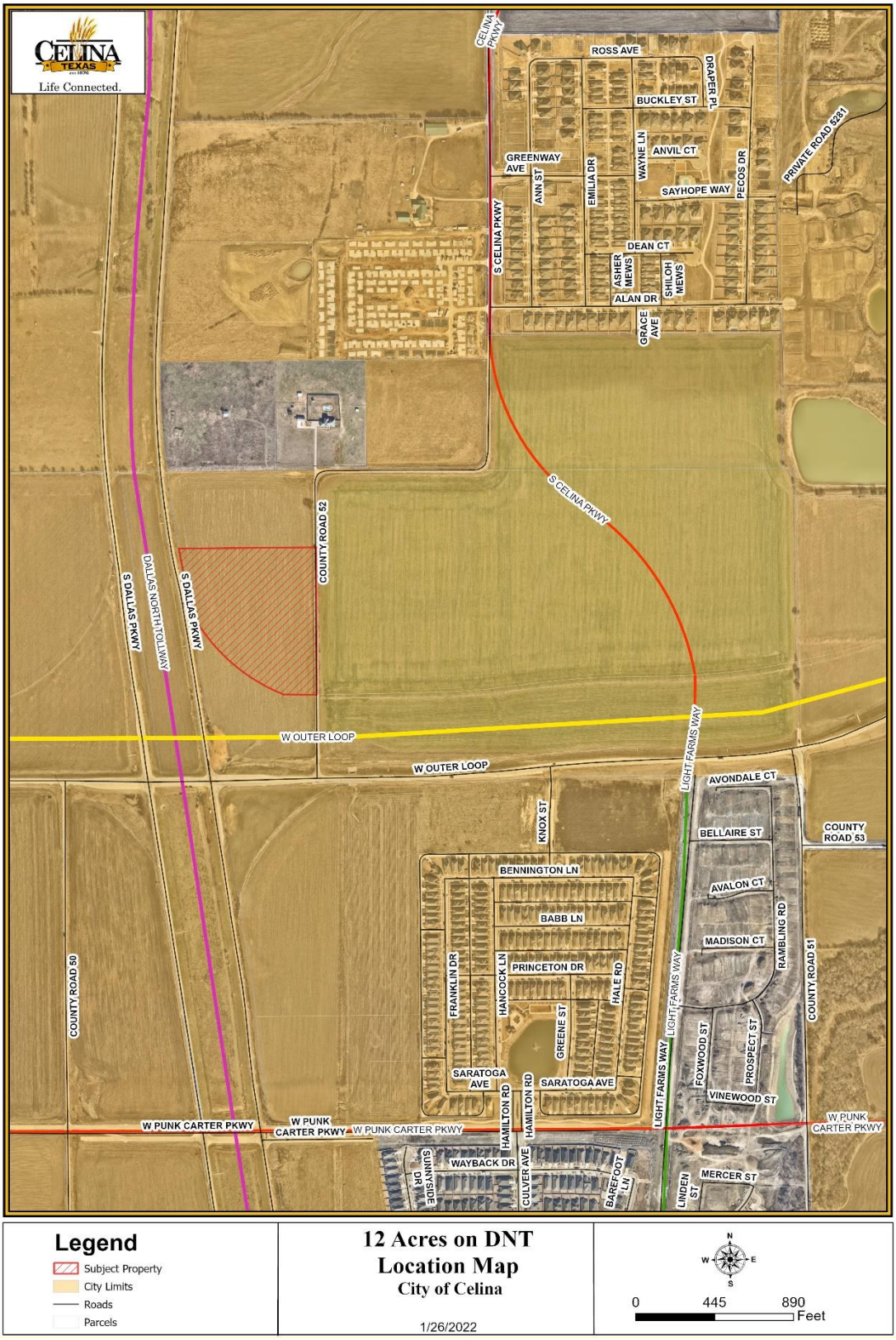
THENCE North 89 deg 47 min 46 sec East, departing the easterly right-of-way line of said Dallas Parkway and along the South line of said CAC Partners, Ltd. tract, a distance of 778.47 feet to a MAD nail with shiner stamped "W.A.I R.P.L.S. 5714" set for corner and situated in the east line of said Thomas Slayton Survey;

THENCE south 00 deg 32 min 46 sec East, along said Survey line, a distance of 853.78 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 12.040 acres or 524,488 square feet of land, more or less.

Attachment: Draft Ordinance (12 Acres on DNT – Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (12 Acres on DNT – Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: 881 N. Louisiana - Rezoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 2 acres to a Planned Development (PD) with a base zoning of Industrial District (I), generally located east of Louisiana Drive and 1,570 feet south of future J. Fred Smith Parkway, within the City Limits. (881 N. Louisiana – Rezoning) (McAfee)

Applicant:
Claymoore Engineering
301 S. Coleman, Ste. 40
Prosper, TX 75078

Background Information:
This item is for the rezoning of 2 acres to a Planned Development (PD) with a base zoning of Industrial District (I). Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

W J FRED SMITH PWKY

E J FRED SMITH PKWY

N LOUSIANA DR

MALONE/LYNN CONNECTION

N PRESTON RD

N LOUISIANA DR

OKLAHOMA DR

PECAN ST

WALNUT ST

S LOUISIANA DR

WALNUT ST

FM 455

S PRESTON RD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

881 N Louisiana
Location Map
City of Celina

1/26/2022

N W E S

0 435 870 Feet

Attachment: Location Map (881 N. Louisiana – Rezoning)

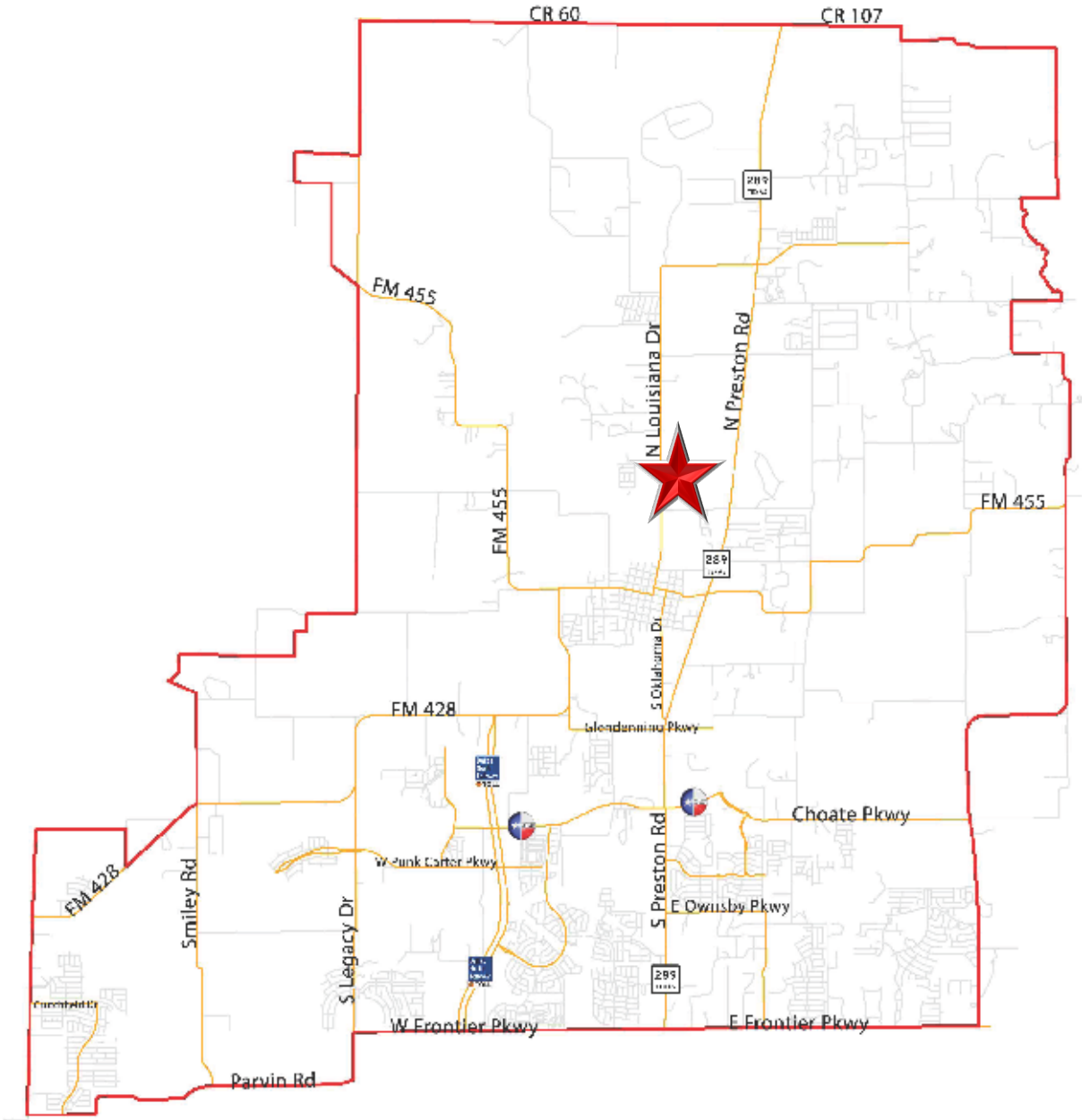
881 N. LOUISIANA

Zoning

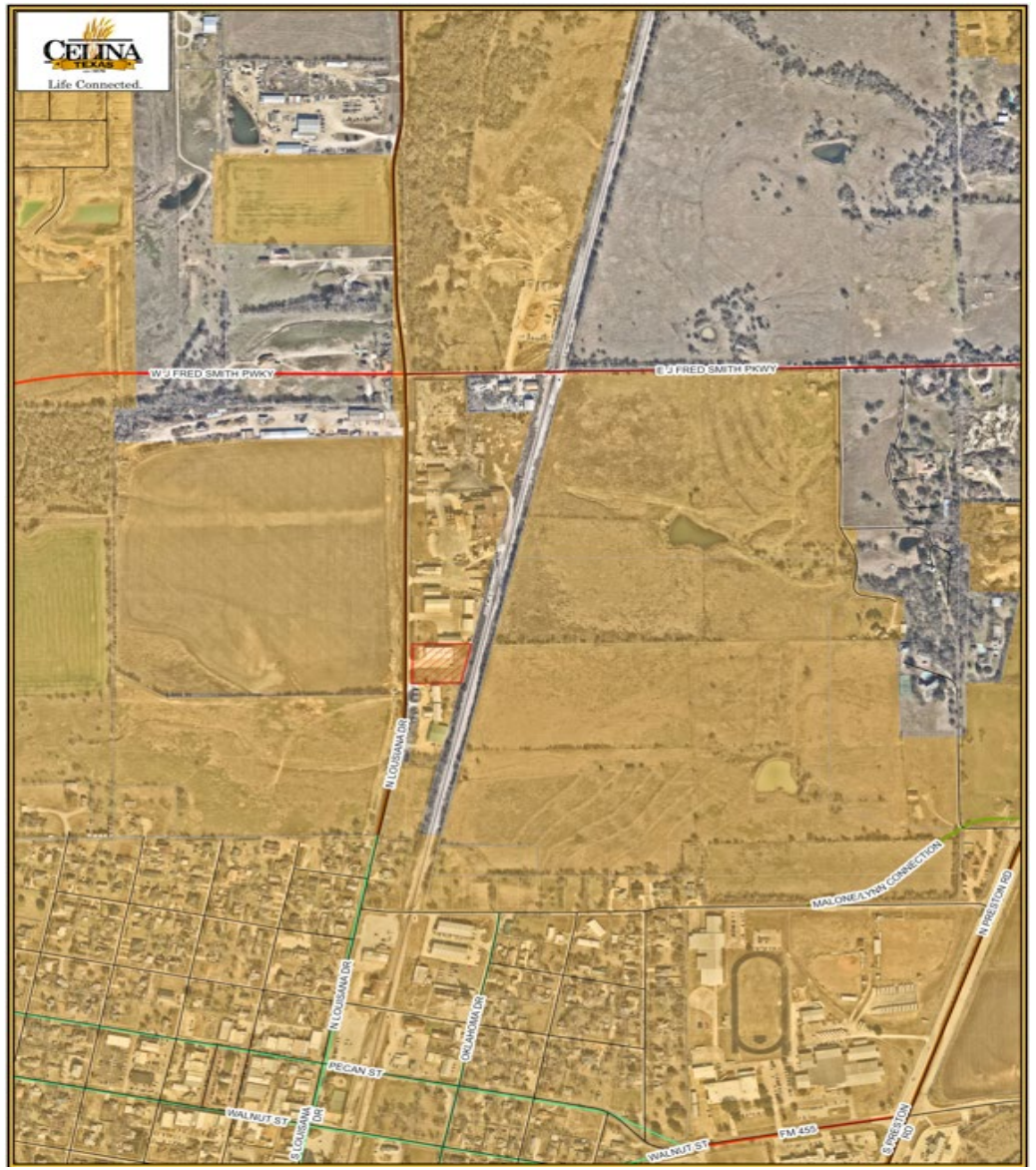
City Council
March 15, 2022



Attachment: Staff Presentation (881 N. Louisiana – Rezoning)



Attachment: Staff Presentation (881 N. Louisiana – Rezoning)



LOCATION MAP

The subject property is generally located east of Louisiana Drive and approximately 1,570 feet south of future J. Fred Smith Parkway.

Attachment: Staff Presentation (881 N. Louisiana – Rezoning)

BACKGROUND

- The subject property is approximately 1.5 acres with an existing metal building and parking lot that were originally constructed in the County
- The subject property was annexed into City Limits in 2010 and was zoned Agriculture District (AG)
- The applicant is proposing a Planned Development with a base zoning of Industrial (I)
- New ownership desires to secure entitlement to the property that better reflects its existing business model

Attachment: Staff Presentation (881 N. Louisiana – Rezoning)

CURRENT PICTURE



Attachment: Staff Presentation (881 N. Louisiana – Rezoning)

SPECIAL ORDINANCE PROVISIONS

- 4’ masonry wainscot on the front building façade, similar to adjacent properties
- Screening options for any future outdoor storage or other expansion:
  - 6’ masonry wall
  - Composite, Trex, or enhanced wooden privacy fence (6’ cedar, board-on-board with a decorative cap) with masonry columns
  - Decorative tubular steel (i.e. wrought iron) or industrial steel (comparable to Design Master) fencing with opaque evergreen screening with masonry columns
  - Non-ROW frontages do not require masonry columns nor associated evergreen landscaping
  - No R-panels, pipe rail, or chain link would be allowed

Attachment: Staff Presentation (881 N. Louisiana – Rezoning)

POLICY CONSIDERATIONS

- This Zoning seems appropriate for the property as this portion of Louisiana Drive has historically contained these light industrial type uses
- The Planned Development contemplates the dedication of Right of Way for the future expansion of Louisiana Drive
- The screening options along Louisiana Drive are greater than existing condition along the corridor
- Brings the property into conformance with zoning (currently non-conforming by being zoned AG)

Attachment: Staff Presentation (881 N. Louisiana – Rezoning)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (881 N. Louisiana – Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its February 15th regular meeting
- Staff recommends approval of the zoning as presented

Attachment: Staff Presentation (881 N. Louisiana – Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
881 N. LOUISIANA
PLANNED DEVELOPMENT #129

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 1.5 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY #15, ABSTRACT NO. 170 COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF LOUISIANA DRIVE AND APPROXIMATLEY 1,570 FEET SOUTH OF FUTURE J. FRED SMITH PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE REZONED FROM AGRICULTURAL DISTRICT (AG), TO A PLANNED DEVELOPMENT (PD-129) WITH A BASE ZONING OF INDUSTRIAL DISTRICT (I); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Development Regulations, set forth in Exhibit "C," attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (881 N. Louisiana – Rezoning)

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 129 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B: Depiction of Property
Exhibit C: Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 129, and incorporates the Development Regulations, attached hereto as Exhibit "C".

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance,

Attachment: Draft Ordinance (881 N. Louisiana – Rezoning)

of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

Attachment: Draft Ordinance (881 N. Louisiana – Rezoning)

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 15th day of March 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (881 N. Louisiana – Rezoning)

Exhibit A
Legal Description

SITUATED in the City of Celina, in the Collin County School Land Survey, Abstract No. 170 of Collin County, Texas and being that same called 1.459 acres of land described in a Warranty Deed With Vendor's Lien to Roy Perrin and Sandra Perrin, dated April 27, 2007 and recorded in Document No. 20070430000576310, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the northeast corner of the above described Perrin tract, on the west right-of-way line of the Burlington Northern & Santa Fe Railroad (100' wide right-of-way) and said point also being the southeast corner of Lot 1, Block 1 of Staley Addition, an addition to the City of Celina, according to the Final Plat thereof, recorded in Volume 2018, Page 863, Plat Records, Collin County, Texas (P.R.C.C.T.);

THENCE: South 12 deg. 30 min. 00 sec. West (Reference Bearing), along the common line of said Perrin tract and said railroad, a distance of 227.47 feet to a 5/8 inch iron rod, topped with an orange plastic cap, stamped "Brennan 5560", found for the southeast corner of said Perrin tract and same being the northeast corner of MacElroy Development, an addition to the City of Celina, according to the plat thereof, recorded in Volume 2006, Page 158, P.R.C.C.T.;

THENCE: South 89 deg. 05 min. 33 sec. West, departing from said railroad, along the common line of said Perrin tract and said MacElroy Development, at a distance of 201.94 feet, passing a 5/8 inch iron rod, topped with an orange plastic cap, stamped "Brennan 5560", found for the northwest corner of said MacElroy Development and same being on the east line of that certain 0.499 acres of right-of-way, dedicated by the above described MacElroy Development plat and continuing along the south line of said Perrin tract for a total distance of 261.61 feet to a mag nail with a steel washer, stamped "RPLS 4701", set for the southwest corner of said Perrin tract, in the center of N. Louisiana Drive (a.k.a Business Hwy. 289 – no right-of-way width or record found) and said point also being on the east line of that certain tract of land described in a deed to Dorothy Stambaugh and Lewis Dickerson, recorded in Volume 1366, Page 589 and Document No. 20100510000463340, D.R.C.C.T.;

THENCE: North 00 deg. 02 min. 25 sec. West, with the center of said N. Louisiana Drive and along the common line of said Perrin tract and Stambaugh tract, a distance of 222.71 feet to a mag nail with a steel washer, stamped "RPLS 4701", set for the northwest corner of said Perrin tract;

THENCE: North 89 deg. 21 min. 14 sec. East, departing from said N. Louisiana Drive, along the north line of said Perrin tract, at a distance of 37.47 feet, passing a 1/2 inch iron rod found for the southwest corner of a 5,634 square foot right-of-way parcel dedicated by the above described plat of Lot 1 Block 1, Staley Addition, at a distance of 56.7 feet, passing the southeast corner of said right-of-way dedication and the southwest corner of said Lot 1, Block 1 and continuing along the common line of said Perrin tract and said Lot 1, Block 1 for a total distance of 310.99 feet to the POINT OF BEGINNING and containing 63,571 square feet or 1.459 acres of land.

Attachment: Draft Ordinance (881 N. Louisiana – Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (881 N. Louisiana – Rezoning)

Exhibit C
Development Regulations

The property is zoned Planned Development, with a base zoning of Industrial (I), which is limited to light industrial, manufacturing, heavy commercial, contractor yard, and employment type land uses, where unclean or heavy industrial land uses require additional approval through the SUP or PD process.

The subject property shall conform to all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City Ordinances, as may be amended. At time of expansion or use of the outside yard for any storage, the following conditions apply:

1. The existing metal building shall install a minimum 4’ brick or stone wainscot on the front façade.
2. A 60’ wide ROW dedication is required at time of platting, or when requested by the City via separate instrument.
3. Screening options along Business-289 frontage include the following:
    - 6’ masonry wall
    - Composite, Trex, or enhanced wooden privacy fence (6’ cedar, board-on-board with a decorative cap) with masonry columns
    - Decorative tubular steel (i.e. wrought iron) or industrial steel (comparable to Design Master) fencing with opaque evergreen screening with masonry columns
    - Non-ROW frontages do not require masonry columns nor associated evergreen landscaping
    - No R-panels, pipe rail, or chain link would be allowed

Attachment: Draft Ordinance (881 N. Louisiana – Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: Shades of Green - Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 4.8 acres, generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane, within the Extraterritorial Jurisdiction (ETJ). (Shades of Green – Annexation) (McAfee)

Applicant:
Shades of Green, Inc.
7401 Coit Road
Frisco, TX 75035

Background Information:
This item is for the annexation of Shades of Green, a plant nursery and garden center to be developed on approximately 10 acres. The property is located both within the City Limits and the Extraterritorial Jurisdiction (ETJ). Please refer to the attached documents as well as the associated Annexation Service Agreement and Zoning items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
The staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

OUSLEY BLVD

E SUNSET BLVD

OLD GLENDENNING RD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Shades of Green Annexation Location Map

City of Celina

1/26/2022

N W E S

0 375 750 Feet

Attachment: Location Map (Shades of Green – Annexation)

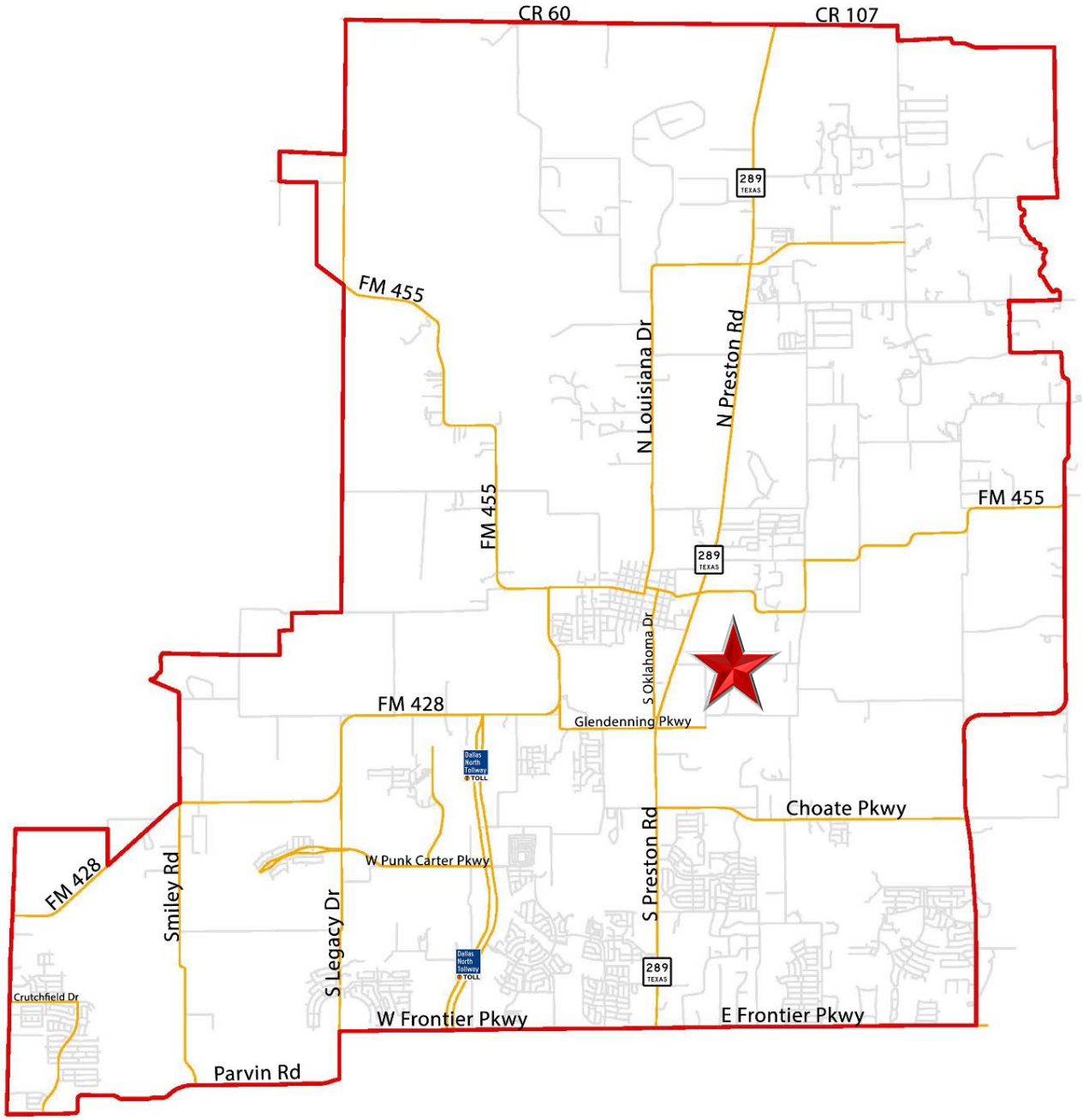
SHADES OF GREEN

Annexation & Planned Development

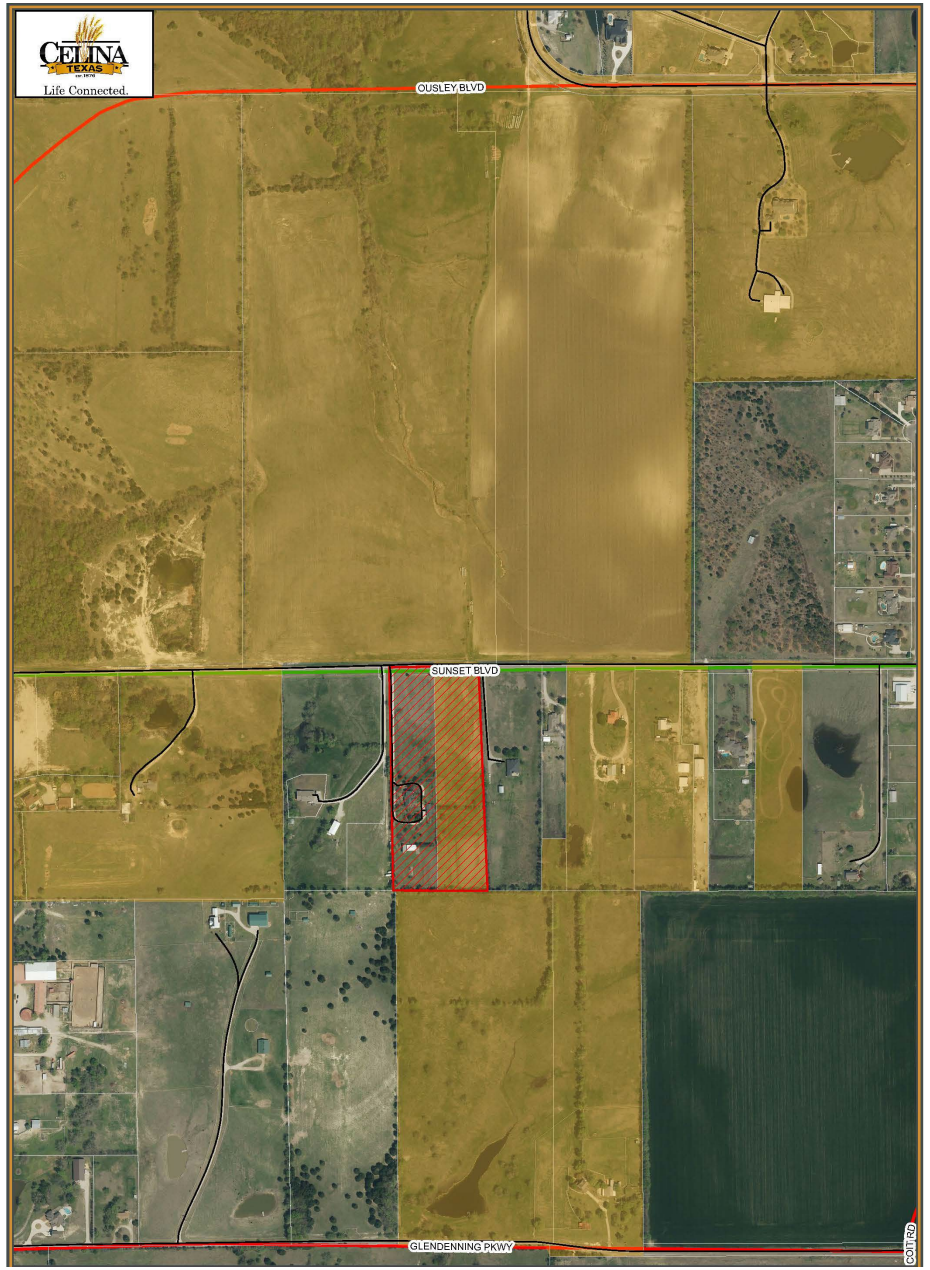
City Council
March 15, 2022



Attachment: Staff Presentation (Shades of Green – Annexation)



Attachment: Staff Presentation (Shades of Green – Annexation)



LOCATION MAP

The subject property is generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane, immediately east of the future Wedding Venue

Attachment: Staff Presentation (Shades of Green – Annexation)

BACKGROUND

- The subject property consists of two tracts, is approximately 9.8 acres, and currently within both the City Limits and the Extraterritorial Jurisdiction (ETJ)
- The applicant is proposing to develop a nursery (Shades of Green)
- A Development Agreement (DA) which outlined the future annexation and zoning was approved in November 2021
- The governing DA also allowed a 36-month "start-up phase" which allowed for a temporary sales trailer and gravel parking

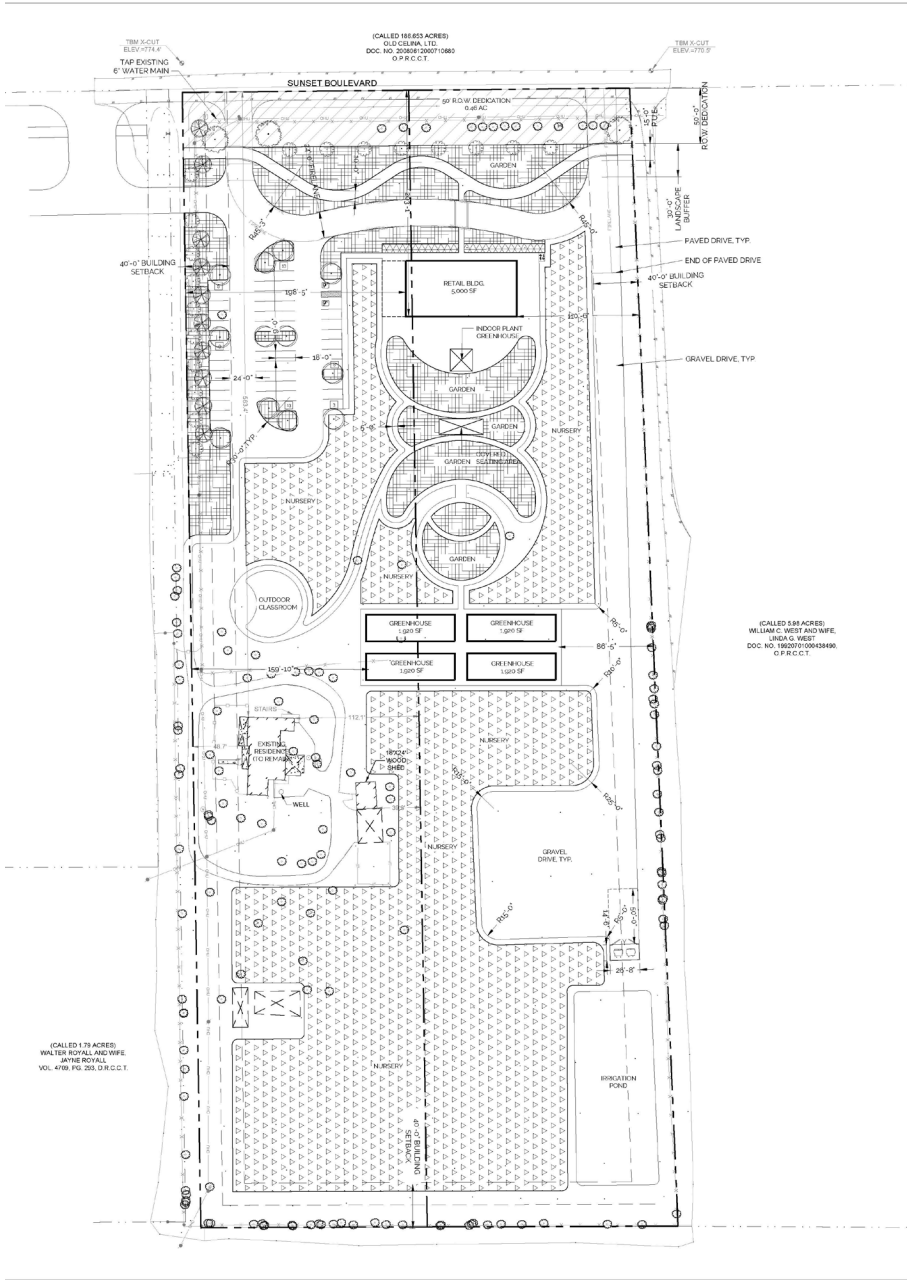
Attachment: Staff Presentation (Shades of Green – Annexation)

PROJECT OVERVIEW

- The property will consist of the plant nursery as well as a retail building, gardens, green houses, and an outdoor classroom
- The Planned Development zoning is for a nursery and garden center with secondary land uses associated with Agritourism

Attachment: Staff Presentation (Shades of Green – Annexation)

CONCEPT PLAN



Attachment: Staff Presentation (Shades of Green – Annexation)

POLICY CONSIDERATIONS

- The proposed zoning is in conformance with the governing Development Agreement
- The land use would generate significant sales tax
- City standards (architecture, landscaping) apply, with some flexibility for the architecture to fit an agritourism theme and its start-up phase
- The ETJ portion of the property will be annexed this evening along with the zoning for the entire development

Attachment: Staff Presentation (Shades of Green – Annexation)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Shades of Green – Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its February 15th regular meeting
- Staff recommends approval of the proposed annexation & zoning as presented

Attachment: Staff Presentation (Shades of Green – Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
SHADES OF GREEN C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 4.8 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED SOUTH OF SUNSET BOULEVARD AND APPROXIMATELY 1,950 FEET EAST OF KC ROBINSON LANE, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 15th day of March, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

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

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 28th day of February, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

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

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

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (Shades of Green – Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

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

Attachment: Draft Ordinance (Shades of Green – Annexation)

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 15th day of March, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

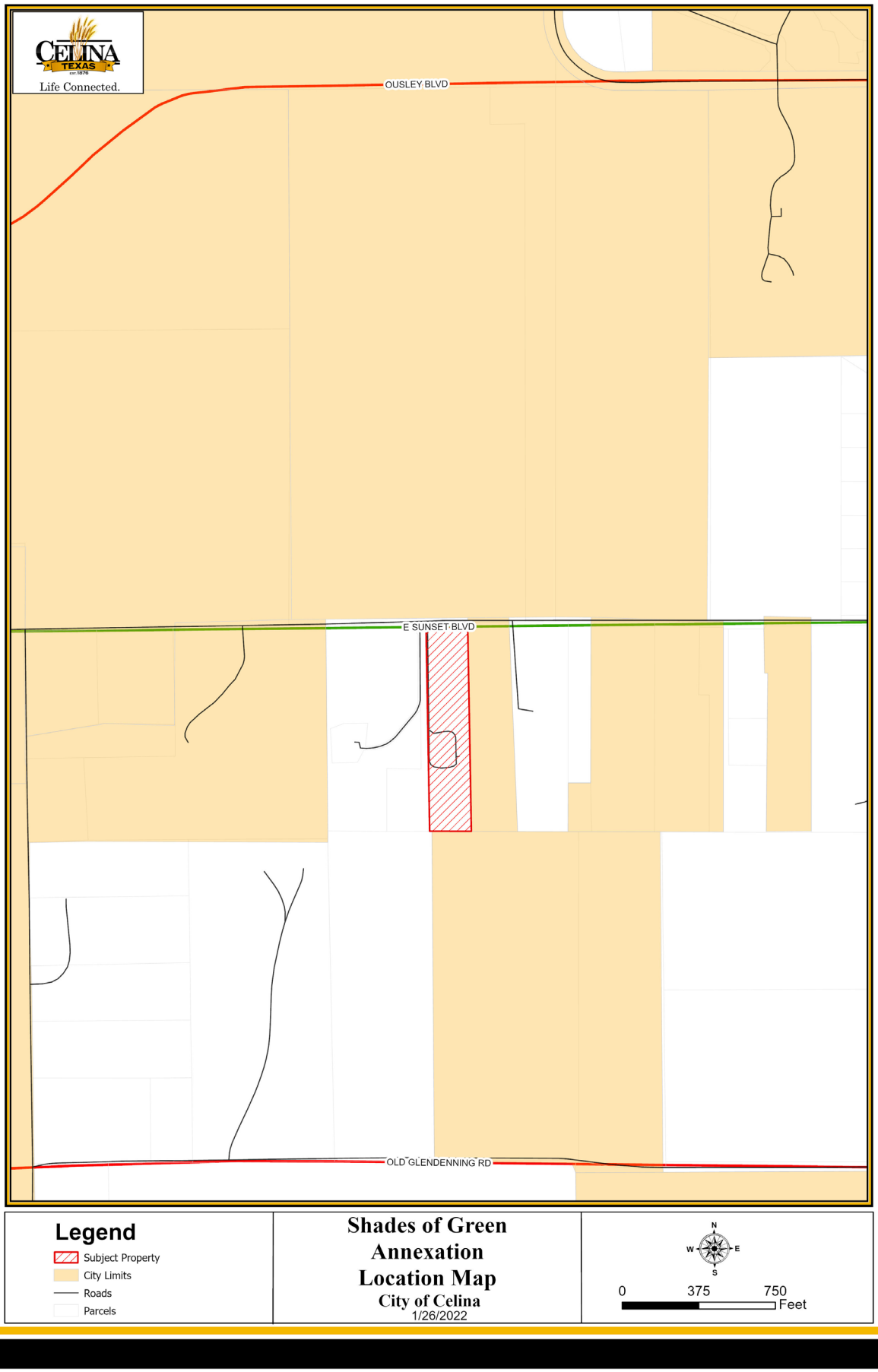
Attachment: Draft Ordinance (Shades of Green – Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

TRACT 1

Being a 4.80 acre tract of land out of the Collin County School Land Survey, Abstract Number 167, situated in Collin County, Texas, and being all of a called Tract I - 4.80 acre tract of land conveyed to Warren A. Fortenberry and wife, Amy S. Fortenberry by deed of record in Document Number 20170510000602480 of the Official Public Records of Collin County, Texas.

Attachment: Draft Ordinance (Shades of Green – Annexation)



Attachment: Draft Ordinance (Shades of Green – Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

Attachment: Draft Ordinance (Shades of Green – Annexation)

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.

Attachment: Draft Ordinance (Shades of Green – Annexation)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

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

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (Shades of Green – Annexation)

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

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

Attachment: Draft Ordinance (Shades of Green – Annexation)

M) TERM

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

N) AMENDMENTS

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

Attachment: Draft Ordinance (Shades of Green – Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: Shades of Green - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 10 acres to a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C) and Agricultural District (AG), generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane. (Shades of Green – Zoning) (McAfee)

Applicant:
Shades of Green, Inc.
7401 Coit Road
Frisco, TX 75035

Background Information:
This item is for the zoning of Shades of Green, a plant nursery and garden center to be developed on approximately 10 acres. This item is both within the City Limits and the Extraterritorial Jurisdiction (ETJ). Please refer to the attached documents and the associated annexation items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
The staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

OUSLEY BLVD

E SUNSET BLVD

OLD GLENDENNING RD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Shades of Green
Zoning
Location Map
City of Celina
1/26/2022

N W E S

0 375 750 Feet

Attachment: Location Map (Shades of Green – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
SHADES OF GREEN
PLANNED DEVELOPMENT #127

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 10 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF SUNSET BOULEVARD AND APPROXIMATELY 1,950 FEET EAST OF KC ROBINSON LANE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 127; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in November 2021 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Regulations, set forth in Exhibit "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Shades of Green – Zoning)

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 127 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 127, and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

Attachment: Draft Ordinance (Shades of Green – Zoning)

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

Attachment: Draft Ordinance (Shades of Green – Zoning)

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 15th day of May, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Shades of Green – Zoning)

Exhibit A
Legal Description

TRACT 1

Being a 4.80 acre tract of land out of the Collin County School Land Survey, Abstract Number 167, situated in Collin County, Texas, and being all of a called Tract I - 4.80 acre tract of land conveyed to Warren A. Fortenberry and wife, Amy S. Fortenberry by deed of record in Document Number 20170510000602480 of the Official Public Records of Collin County, Texas.

TRACT 2

Being a 5.00 acre tract of land out of the Collin County School Land Survey, Abstract Number 167, situated in Collin County, Texas, and being all of a called Tract II - 5.00 acre tract of land conveyed to Terri L. Kirkman and Karen L. Wilson by deed of record in Document Number 20171024001415370 of the Official Public Records of Collin County, Texas.

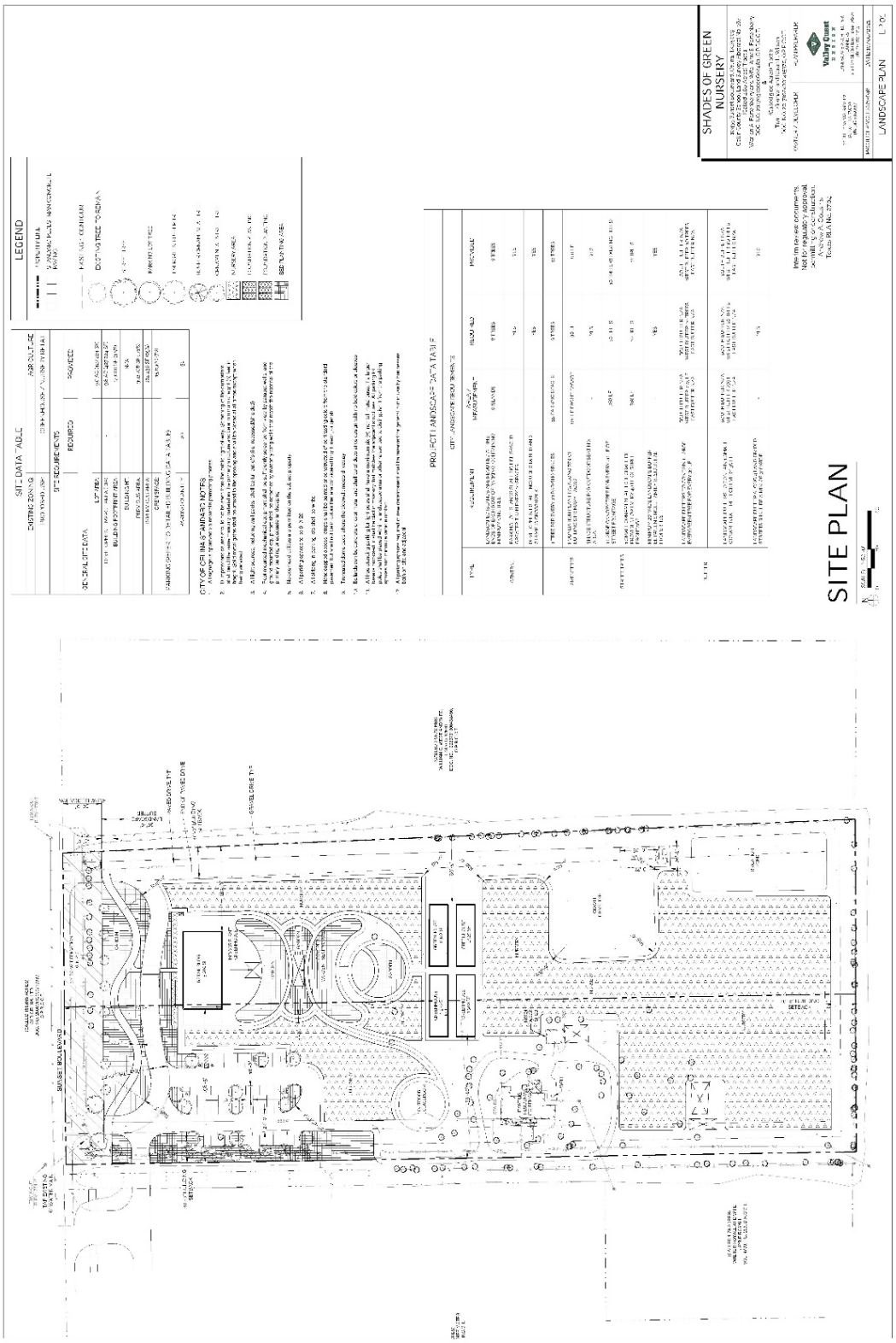
Attachment: Draft Ordinance (Shades of Green – Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Shades of Green – Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Shades of Green – Zoning)

Exhibit D
Development Regulations

Zoning

The property shall be zoned a Planned Development district, with the base zoning to be Commercial, Retail, & Office ("C") district on the northern 4.80 acres of the Property and Agriculture ("AG") district on the southern 5 acres to allow for a plant nursery. Additionally, nursery and garden center uses with secondary land uses associated with Agritourism shall be permitted, and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended, except as follows.

Architecture

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, and as may be amended, except with some architectural flexibility to fit the agritourism theme for on-site facilities.

Landscaping

The perimeter tree requirement may be relaxed. The primary areas that shall meet full City standards are the front landscape buffer adjacent to Sunset Boulevard and any public parking areas. A pollinator garden may be installed in the landscape buffer along Sunset Boulevard.

Additional Standards

1. All parking areas shall be concrete, including cross access.
2. The dumpster, if located per the concept plan, may be screened with alternative options.
3. A temporary sales office and temporary parking may be permitted until a permanent building is constructed, for a period not to exceed thirty-six (36) months, or upon permanent building Certificate of Occupancy, whichever comes first.
4. The existing house on the property may remain residential and be occupied as a residence. However, if it converts to an office or non-residential use, or is open to the public, it shall require a Certificate of Occupancy and abide by all City regulations and building codes.

Attachment: Draft Ordinance (Shades of Green – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: 21-01 Annexation Third Public Hearing and Ordinance Adoption

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Action Requested:
The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the 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; and providing for other matters related thereto for the following properties: (21-01 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

1. Collin CAD Property ID 2120983, being an approximate 116.17 acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),
2. Collin CAD Property ID 1014538, being an approximate 36 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),
3. Collin CAD Property ID 1014547, being an approximate 73.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289 (Moore, Willie Douglas),
4. Collin CAD Property ID 985731, being an approximate 53 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey , Tract 3; generally located approximately 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129 (Goldstein Family Investments, Ltd.),
5. Collin CAD Property ID 986598, being an approximate 1.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey , Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129 (Goldstein Family Investments, Ltd.),

6. Collin CAD Property ID 995123, being an approximate 3 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455 (Goldstein Family Investments, Ltd.),
7. Collin CAD Property ID 1498089, being an approximate 3.2 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court (Collerain, Alice C.),
8. Collin CAD Property ID 1498098, being an approximate 3.54 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court (Ejaz Investment Group, Inc.),
9. Collin CAD Property ID 1585804, being an approximate 10.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8 (Rawhide at Celina Limited Partnership), and
10. Collin CAD Property ID 995748, being an approximate 66.9 acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946 (Ganji, Shaun).

Background:
Please refer to the attachments for additional information.

Below is the anticipated annexation schedule for the properties:

~~July 13, 2021 - Annexation Resolution~~
~~August 10, 2021 - 1st Public Hearing~~
~~January 11, 2022 - Petition Verification~~
~~February 8, 2022 - 2nd Public Hearing~~
March 15, 2022 - 3rd Public Hearing and Annexation Ordinance adoption

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

Potential Annexations
City of Celina

Date: 3/9/2022

Life Connected.

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Development Agreement

N
W E
S

0 3,300 6,600 Feet

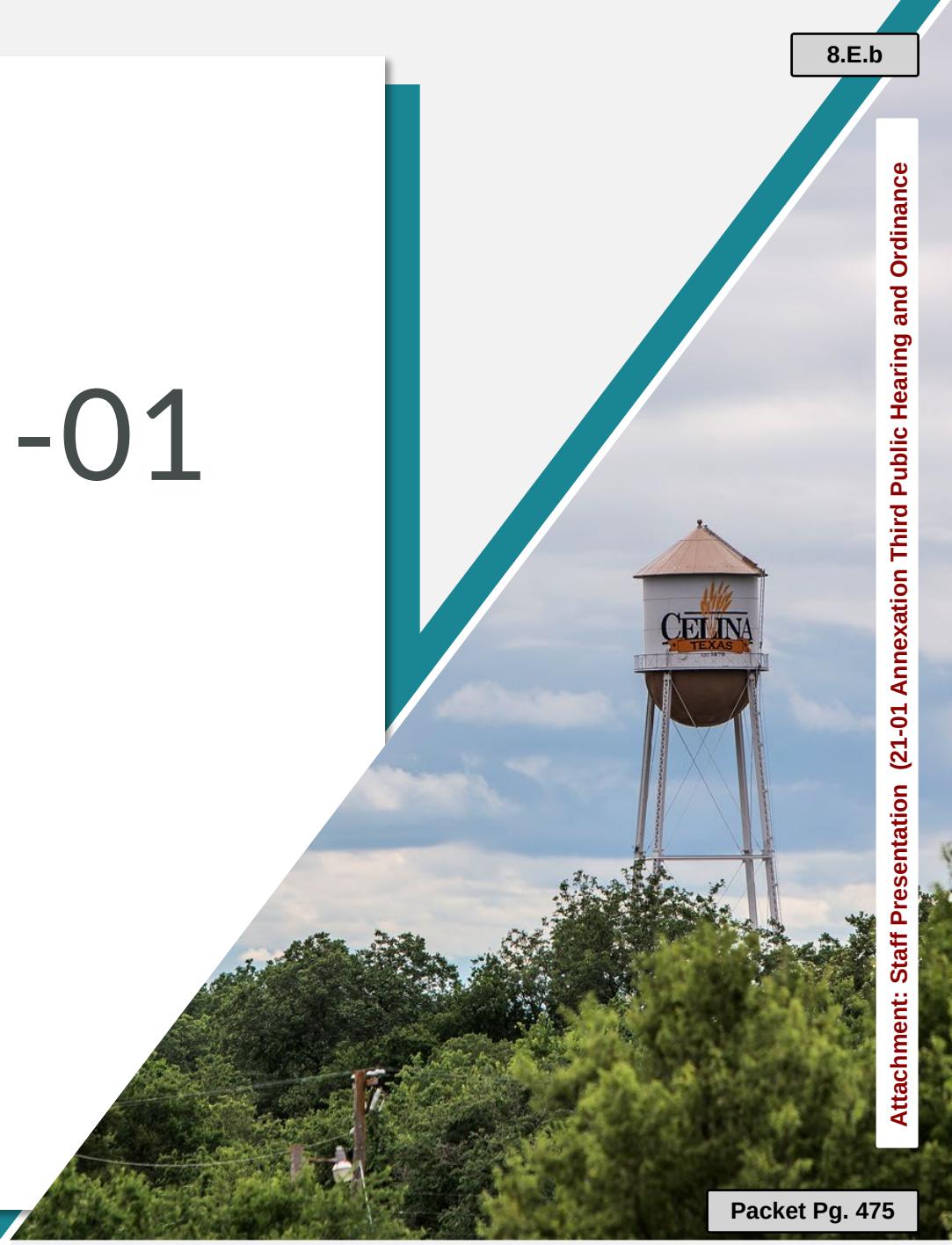
LEGAL DESCRIPTION OF AREA

1. Collin CAD Property ID 2120983 (Pilatus Investments, LLC)
2. Collin CAD Property ID 1014538 (Pilatus Investments, LLC)
3. Collin CAD Property ID 1014547 (Moore, Willie Douglas)
4. Collin CAD Property ID 985731 (Goldstein Family Investments, Ltd.)
5. Collin CAD Property ID 986598 (Goldstein Family Investments, Ltd.)
6. Collin CAD Property ID 995123 (Goldstein Family Investments, Ltd.)
7. Collin CAD Property ID 1498089 (Collerain, Alice C.)
8. Collin CAD Property ID 1498098 (Ejaz Investment Group, Inc.)
9. Collin CAD Property ID 1585804 (Rawhide at Celina Limited Partnership)
10. Collin CAD Property ID 995748 (Ganji, Shaun)

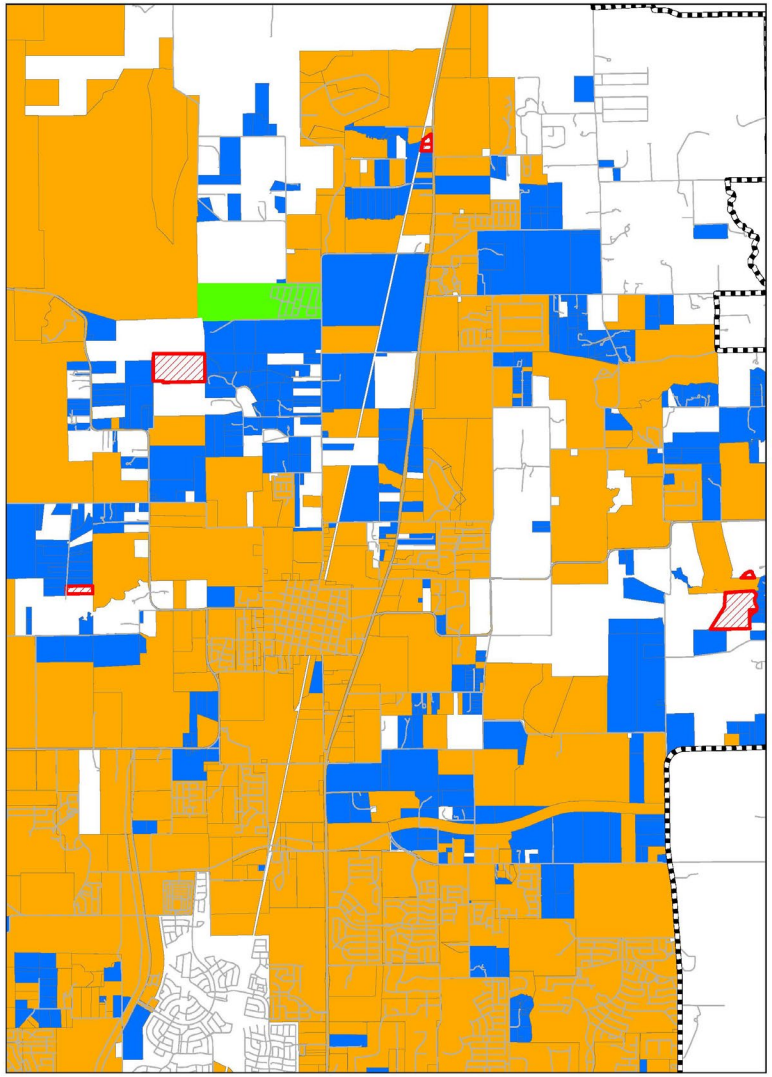
Attachment: Staff Presentation (21-01 Annexation Third Public Hearing and Ordinance

ANNEXATION 21-01

City Council
March 15, 2022



ANNEXATION MAP



Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

Attachment: Staff Presentation (21-01 Annexation Third Public Hearing and Ordinance

FAST FACTS

- No person has been annexed since 2017 State law changes (just commercial or empty land)
- City's preference is to defer annexation for as long as possible (over 700 agreements)
- Some property owners have desired immediate annexation and zoning when contacted in order to secure future entitlements and protect property values

Attachment: Staff Presentation (21-01 Annexation Third Public Hearing and Ordinance

POLICY POINTS

- City taxpayers subsidize services and infrastructure to county residents in the ETJ
- Ensures more orderly growth
- Places more infrastructure burden on the development community
- Critical to the health of the long-range tax base (and rate)

Attachment: Staff Presentation (21-01 Annexation Third Public Hearing and Ordinance

ANNEXATION TIMELINE

- 2017 thru present – Deferral negotiations
- ~~July 13, 2021 – Annexation Resolution~~
- ~~August 10, 2021 – 1st Public Hearing~~
- ~~January 11, 2022 – Petition Verification~~
- ~~February 8, 2022 – 2nd Public Hearing~~
- March 15, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (21-01 Annexation Third Public Hearing and Ordinance

RECOMMENDATION

Staff recommends approval.

Attachment: Staff Presentation (21-01 Annexation Third Public Hearing and Ordinance

CITY OF CELINA, TEXAS

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT BEING ±368 ACRES GENERALLY LOCATED GENERALLY LOCATED WEST OF FUTURE PETERMAN PARKWAY, NORTH OF FUTURE SUNSET BOULEVARD, EAST OF FUTURE LEGACY DRIVE, AND SOUTH OF FUTURE G. A. MOORE PARKWAY, AND THAT PORTION OF ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; 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/AREA, 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 (the "Act") and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter; and

WHEREAS, legal descriptions of the area to be annexed is attached hereto as Exhibit "A" and the area is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word; and

WHEREAS, the City Council adopted Resolution No. 50R expressing its intent to annex the area and containing all elements required by Section 43.0682 of the Act (the "Resolution"); and

WHEREAS, following notice of this annexation and public hearing, a public hearing was held on August 10, 2021, which date was not earlier than 21 days or later than the 30th day after the date of adoption of the Resolution, after which the City circulated a petition in conformance with the requirements of Section 43.0685 of the Act (the "Petition"); and

WHEREAS, following the end of the Petition period prescribed by Section 43.0685 of the Act, the City Secretary verified that the Petition contained the minimum number of signatures required to annex the area, the City Council accepted the verification of the Petition

Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

by Resolution No. 2022-04R, and all residents and owners of property in the area were notified of the results of the Petition; and

WHEREAS, following publication, mailing and distribution of notice(s) as required by the Act, two more separate public hearings were conducted in accordance with Section 43.0686(c) of the Act, the first hearing being held on February 8, 2022 and a second hearing also being held at least ten days after the first public hearing on March 15, 2022 to consider the annexation of the area being more particularly described in Exhibit "A" and depicted in Exhibit "B"; and

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

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the act, a Service Plan for the area to be annexed was prepared, presented at the public hearings and made available to the public and is attached hereto as Exhibit "C" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the area to be annexed is located within the extraterritorial jurisdiction of the City; and

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

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that all requirements for lawful annexation have been met; 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.

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
ANNEXATION AND OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the following properties:

    1) Collin CAD Property ID 2120983, being an approximate 116.17 acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),

Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

2) Collin CAD Property ID 1014538, being an approximate 36 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),
3) Collin CAD Property ID 1014547, being an approximate 73.71 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 2; generally located approximately 4,000 feet west of Business 289 and at the terminus of N Business 289 (Moore, Willie Douglas),
4) Collin CAD Property ID 985731, being an approximate 53 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey, Tract 3; generally located approximately 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129 (Goldstein Family Investments, Ltd.),
5) Collin CAD Property ID 986598, being an approximate 1.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey, Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129 (Goldstein Family Investments, Ltd.),
6) Collin CAD Property ID 995123, being an approximate 3 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455 (Goldstein Family Investments, Ltd.),
7) Collin CAD Property ID 1498089, being an approximate 3.2 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court (Collerain, Alice C.),
8) Collin CAD Property ID 1498098, being an approximate 3.54 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court (Ejaz Investment Group, Inc.),
9) Collin CAD Property ID 1585804, being an approximate 10.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8 (Rawhide at Celina Limited Partnership), and
10) Collin CAD Property ID 995748, being an approximate 66.9 acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946 (Ganji, Shaun).

being more particularly described in Exhibit "A", and depicted in Exhibit "B" which is incorporated herein as if written word for word, and that such area 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

Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

necessary to correct the official map of the City to add the area hereby annexed as required by law.

SECTION 3
SERVICE PLAN

The Service Plan for the herein annexed area, attached hereto as Exhibit "C", was prepared, presented and submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance, and is incorporated herein as if written word for word.

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, and any other necessary agencies and service providers.

SECTION 5
EFFECT ON TERRITORY/AREA

From and after the passage of this Ordinance, the properties referenced in Exhibit "A" and the adjacent right-of-way, attached hereto and incorporated herein as if written word for word, 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. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation. The City Council hereby declares that if for any reason a portion of the area annexed hereunder is ever disannexed, the City Council would have annexed all of the remaining area in this annexation.

Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 15th day of March, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney/Attorney for City
City of Celina, Texas

Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

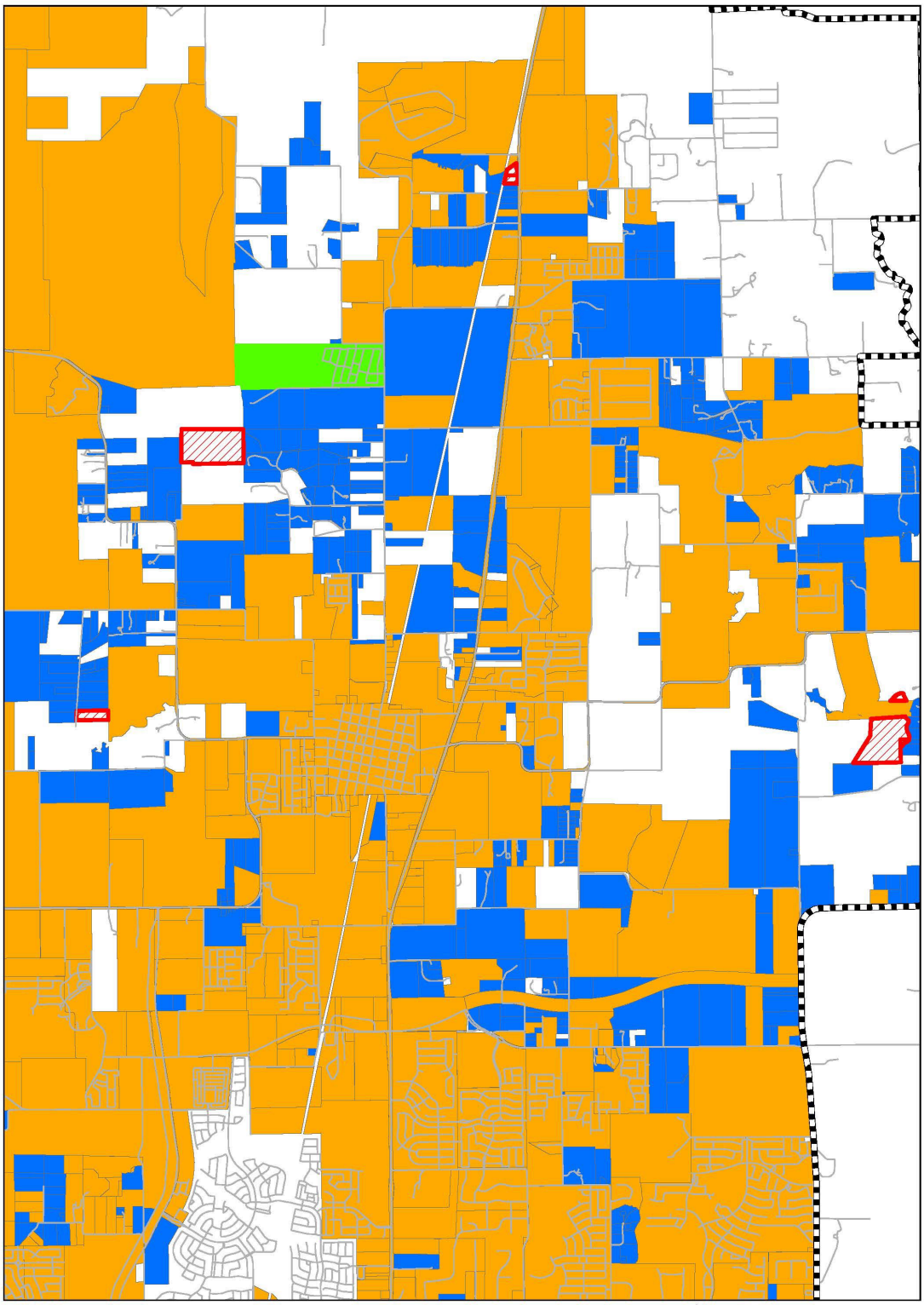
Exhibit "A"
LEGAL DESCRIPTION OF AREA

The City intends to annex the area, approximately 368 acres, generally located in the description below:

1) Collin CAD Property ID 2120983, being an approximate 116.17 acre tract of land in Collin County, Texas, legally described as Abstract No. 357 in the German Emigration Co Survey, Tract 1; generally located on the southwest corner of Louisiana Drive and County Road 58 (Pilatus Investments, LLC),
2) Collin CAD Property ID 1014538, being an approximate 36 acre tract of land in Collin County, Texas, legally described as Abstract No. 1072 in the G A Wilson Survey, Tract 1; generally located north of N Business 289 and approximately 3,000 feet west of Business 289 (Pilatus Investments, LLC),
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Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "B"



Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "C"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

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.

Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

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.

Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

M) TERM

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

N) AMENDMENTS

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

Attachment: Draft Ordinance (21-01 Annexation Third Public Hearing and Ordinance Adoption)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: North Sky (Chan Moore) - C-4 PD Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 226 acres to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located west of Louisiana Drive and approximately 1,600 feet north of future G. A. Moore Parkway. (North Sky (Chan Moore) - C-4 PD Zoning) (Mohan)

Applicant:
Kimley-Horn and Associates
6160 Warren Parkway, Suite 210
Frisco, TX 75034

Background Information:
The zoning request is for the North Sky (Chan Moore) development, a future master planned community. An associated Development Agreement, outlining the future annexation and zoning, was approved in February 2021. Please refer to the attached documents and the associated annexation agenda item for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

N LEGACY DR

N CELINA PKWY

W G A MOORE PKWY

N LOUSIANA DR

E G A MOORE PKWY

O'BRIEN DR

COX LN

Attachment: Location Map (North Sky (Chan Moore) - C-4 PD Zoning)

Legend

- Subject Property PD
- City Limits
- Roads
- Parcels

Chan Moore PD Zoning
Location Map
City of Celina

1/27/2022

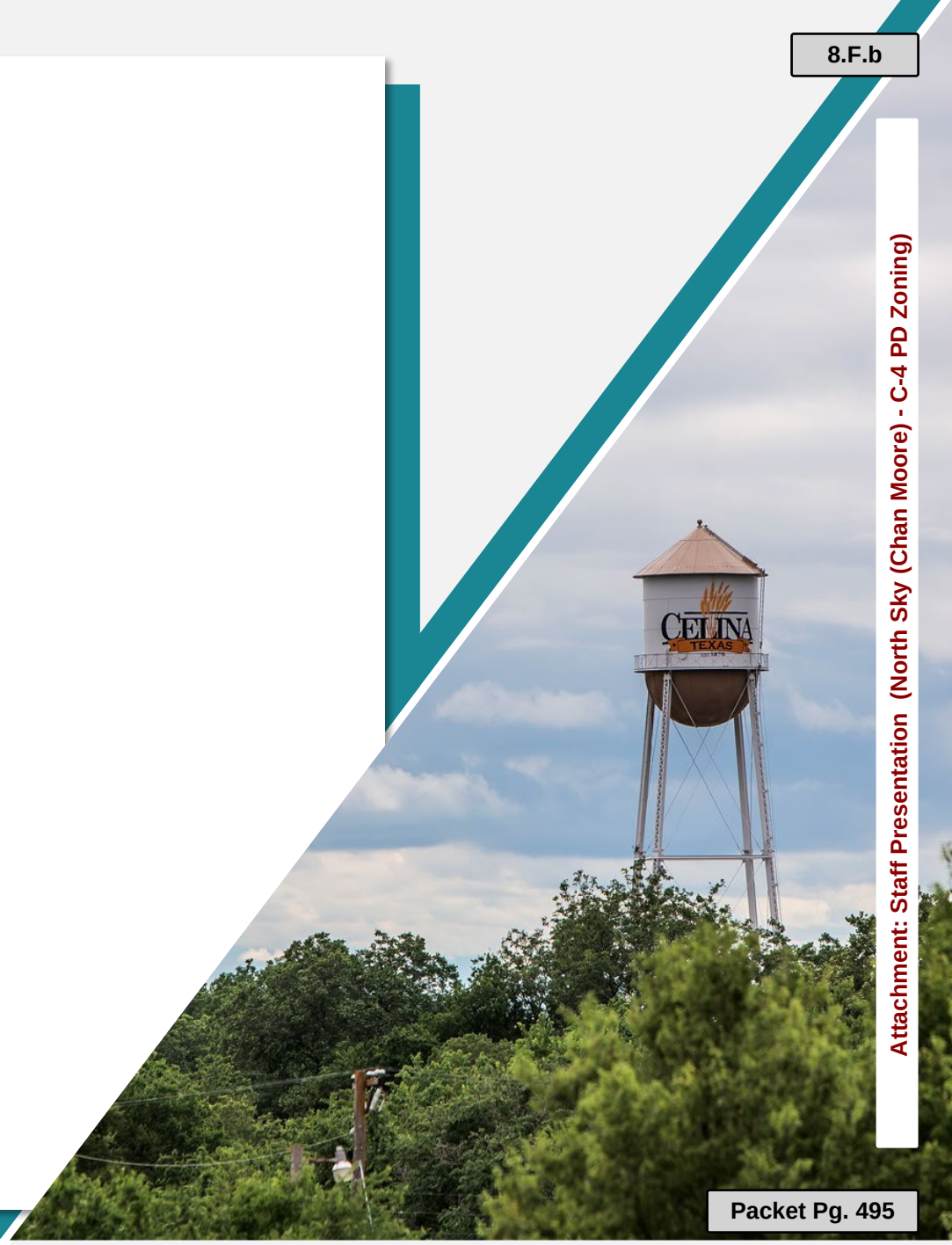
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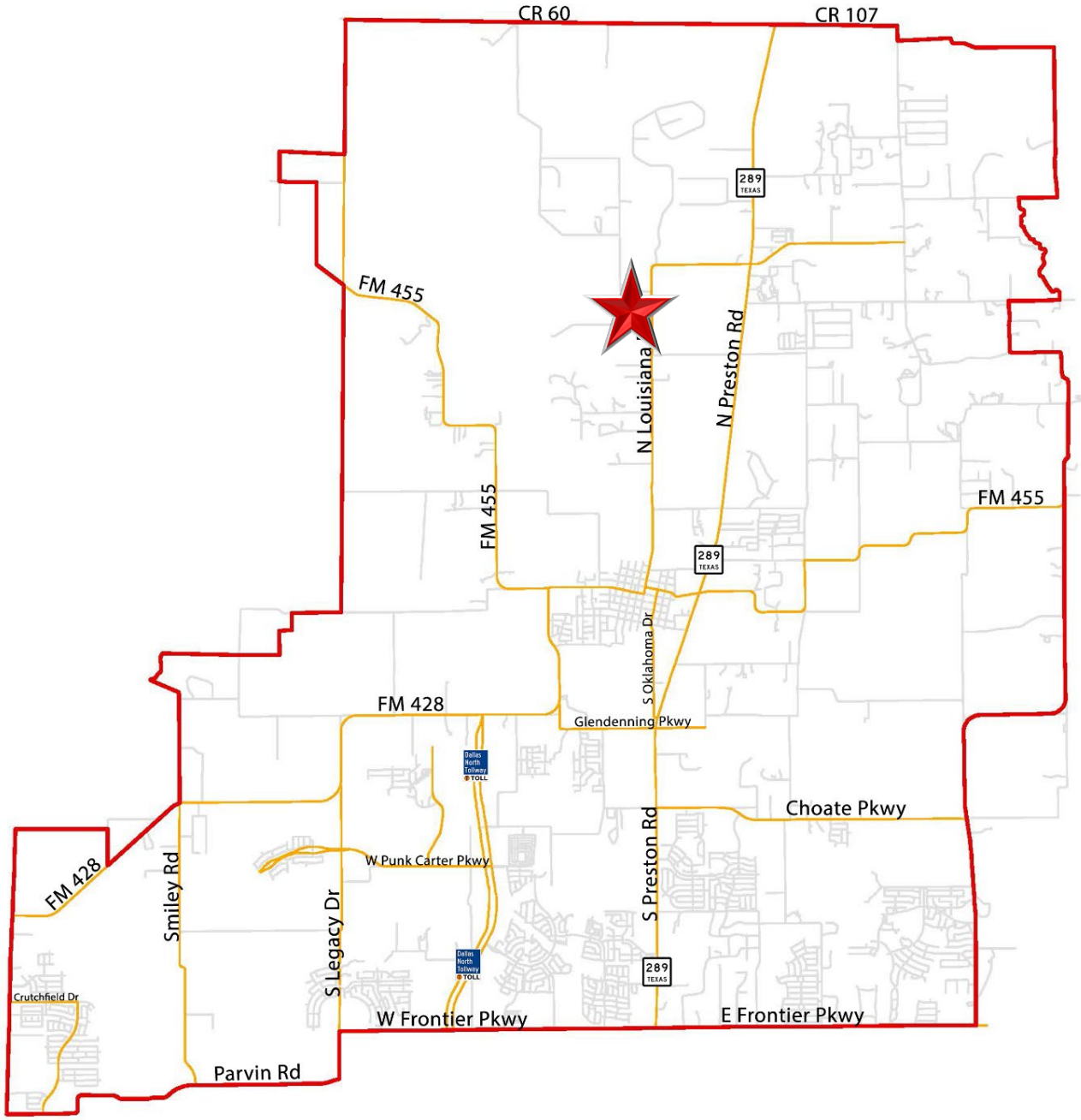
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NORTH SKY (CHAN MOORE)

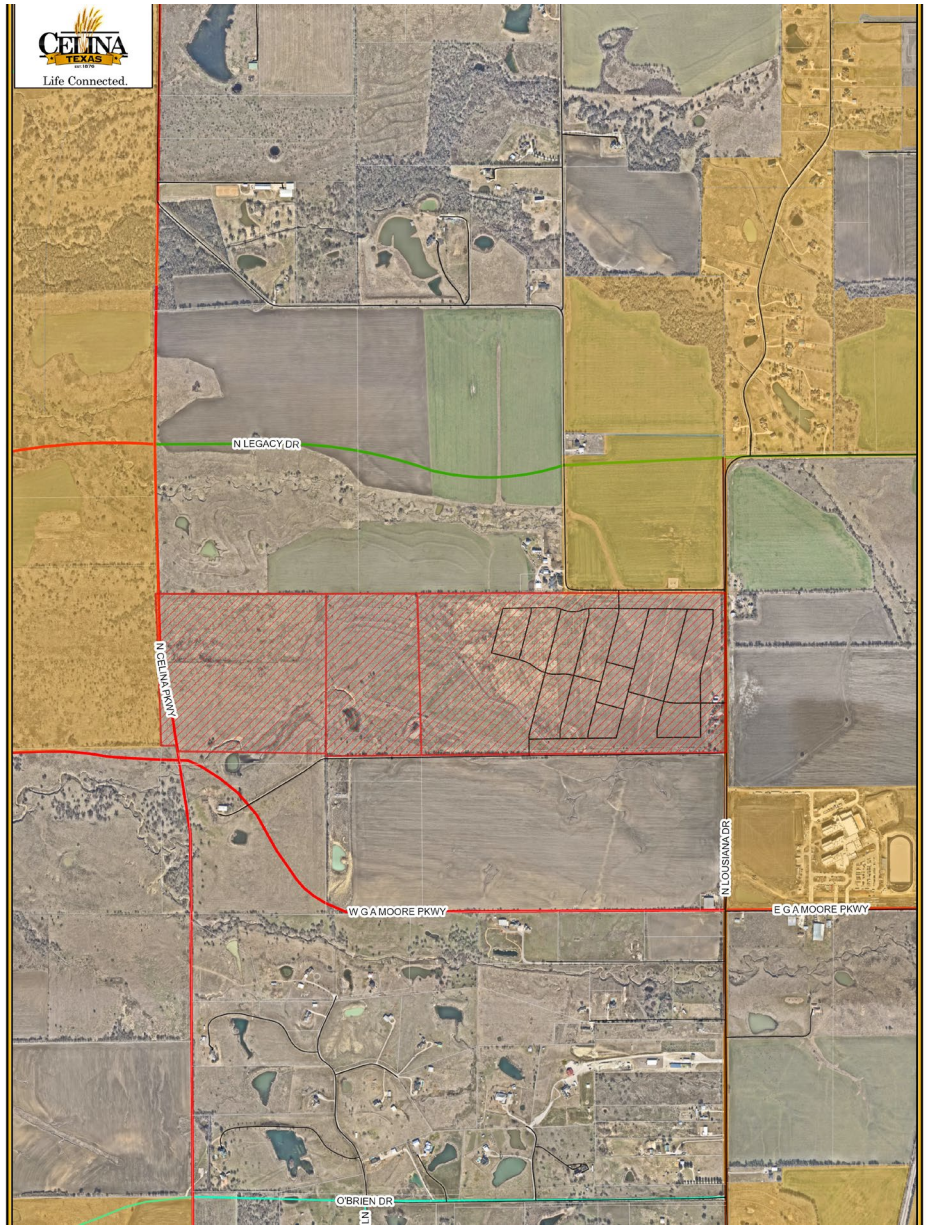
Planned Development

City Council
March 15, 2022





Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 PD Zoning)



LOCATION MAP

The subject property is generally located at the southwest corner of Louisiana Drive and County Road 58

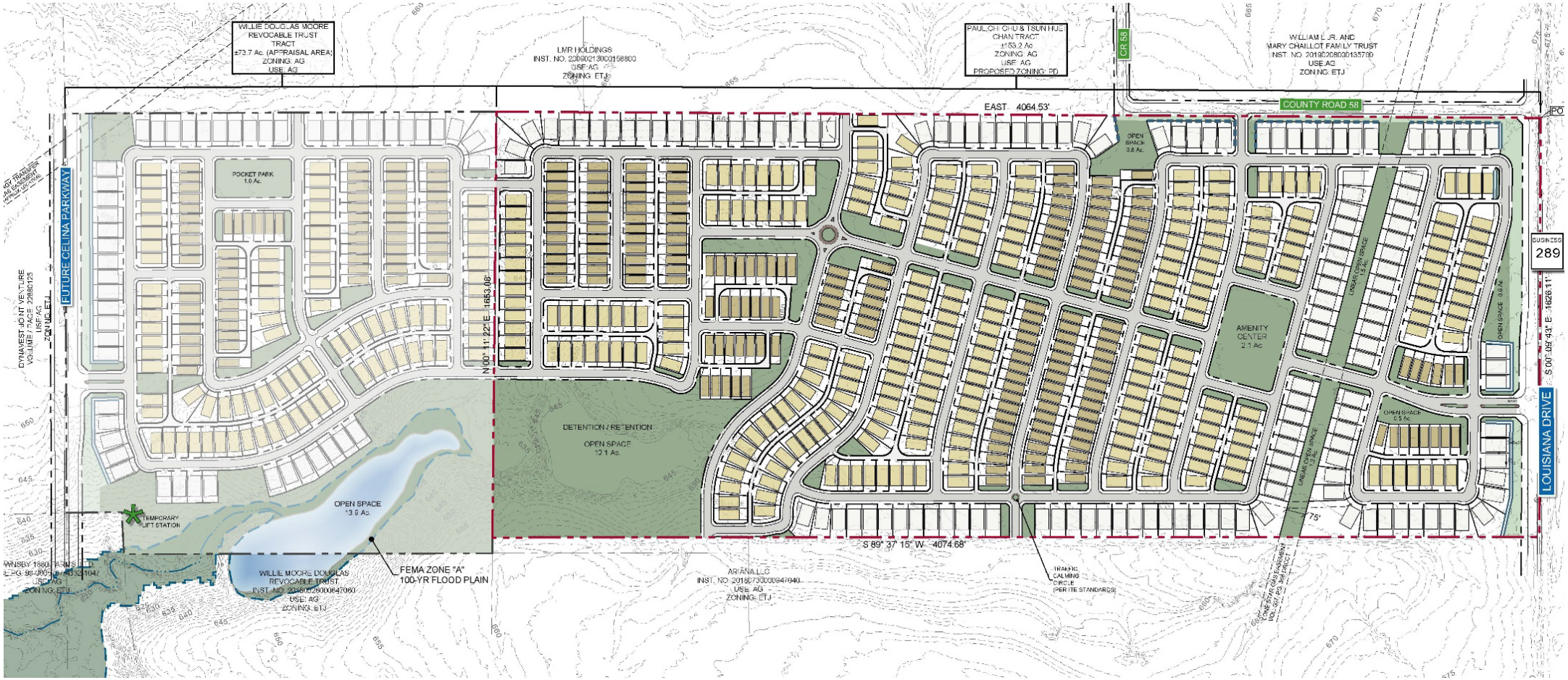
Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 PD Zoning)

BACKGROUND

- The subject property is approximately 226 acres, located within the Extraterritorial Jurisdiction
- The applicant is proposing a master planned community
- A Development Agreement which outlined the future annexation and zoning was approved in February 2021

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 PD Zoning)

CONCEPT PLAN



Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 PD Zoning)

OPEN SPACE PLAN



Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 PD Zoning)




NORTH SKY



OVERVIEW

- The development is approximately 226 acres, which will be zoned and annexed
- Single-Family Residential (SF-R) is the base zoning of the proposed neighborhood
- Open space is meaningfully incorporated per the Neighborhood Vision Book
- Standard enhanced landscape buffers, trails, screening, architecture, and wide sidewalks
- Standard amenity package with timing triggers

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 PD Zoning)

POLICY CONSIDERATIONS

- The proposed zoning is in conformance with the governing DA
- The zoning will be considered by City Council concurrently with the associated annexation this evening

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 PD Zoning)

P&Z PUBLIC HEARING

- Two people spoke at the public hearing. One noted the sidewalk along future Celina Parkway, and the other had questions about the Master Trails Plan.

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 PD Zoning)

P&Z PUBLIC HEARING

- Two people spoke at the public hearing and asked about the trail on the western side of the development as well as lot sizes that would be provided in the neighborhood

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 PD Zoning)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its February 15th regular meeting
- Staff recommends approval of the proposed zoning as presented

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 PD Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
NORTH SKY (CHAN MOORE)
PLANNED DEVELOPMENT #128

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 226 ACRES LOCATED IN THE GERMAN EMIGRATION CO. SURVEY, ABSTRACT NO. 357, THE G.A. WILSON SURVEY, ABSTRACT NUMBER 1072, THE GEORGE A. WILSON SURVEY, ABSTRACT NO. 1072, AND THE MEP AND PRR CO. SURVEY, ABSTRACT NO. 654, CITY OF CELINA, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED GENERALLY LOCATED WEST OF LOUISIANA DRIVE AND APPROXIMATELY 1,600 FEET NORTH OF FUTURE G. A. MOORE PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 128; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in February 2021 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan, Trails and Open Space Exhibit, and Development Regulations, set forth in Exhibit "C", "D", and "E", respectively, attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 128 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Trails and Open Space Exhibit
Exhibit E:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 128, and incorporates the Concept Plan attached hereto as Exhibit "C", the Trails and Open Space Exhibit as Exhibit "D", and the Development Regulations attached hereto as Exhibit "E."

SECTION 5
REVISION OF ZONING MAP

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

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 15th day of March, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

Exhibit A
Legal Description

Chan Tract:

BEING a tract of land situated in the German Emigration Co. Survey, Abstract No, 357, and the G. A. Wilson Survey, Abstract No. 1072, Collin County, Texas being a 153.177 Acre Tract to John T. Rasor as recorded in Volume 4327, Page 2386 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for corner, said iron rod being at the northeast corner of said German Emigration Survey, said iron rod also being in the centerline of Spur 483 (Business 289), said iron rod also being at the southeast corner of a 59.555 Acre tract as recorded in Volume 2199, Page 592, D,R,C,C,T,

THENCE South 00 degrees 09 minutes 43 seconds East following the center line of said Spur 483 a distance of 1626.11 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 37 minutes 15 seconds West following the general course of a wire fence a distance of 4074.68 feet to a bolt found in the top of a 12 inch dia. wood fence corner post;

THENCE North 00 degrees 11 minutes 22 seconds East following the general course of a wire fence a distance of 1653.08 feet to a 1/4 inch iron rod found for corner;

THENCE DUE EAST the general course of a wire fence a distance of 4064.53 feet to the POINT OF BEGINNING and containing 6,672,397 square feet or 153.177 acres of land.

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

Moore Tract:

BEING a 66.862 acre tract of land situated in the George A. Wilson Survey, Abstract No. 1072, and the MEP and PRR Co. Survey, Abstract No. 654, in Collin County, Texas, and being part of a 115.71 tract of land conveyed to Willie Douglas Moore, Trustee of the Willie Douglas Moore Revocable Trust and recorded in Collin County Clerk No. 20160526000647060 of the Official Public Records of Collin County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING at a Bolt found for corner in a fence post at the northwest corner of a 35' access easement as recorded in Collin County Document No. 94-0073233 and in Collin County Document No. 99-0002867 of the Official Public Records of Collin County, Texas and said Bolt being the southwest corner of a called 153.177 acre tract of land as conveyed to Chi Chu Chan, Tsun Huei Chan, and Paul Chan and recorded in Volume 5404, Page 5581 of the Deed Records of Collin County, Texas;

THENCE S 00°36'40" E a distance of 70.00' to a capped 1/2" iron rod stamped "4613" set for the southeast corner;

THENCE S 89°29'14" W across the called 115.71 acre tract of land a distance of 1479.14' to a capped 1/2" iron rod stamped "4613" set for corner in the east line of a called 174.64 acre tract of land as conveyed to Ownsby 1880 Farms, LTD. and recorded in Volume 4332, Page 1047 of the Deed records of Collin County Texas;

THENCE N 13°30'40" W a distance of 195.48' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 89°38'20" W a distance of 152.20' to a 1" Pipe found for the southeast corner of a called 161.190 acre tract of land as conveyed to Dynavest Joint Venture in Volume 288, Page 125 of the Deed Records of Collin County, Texas;

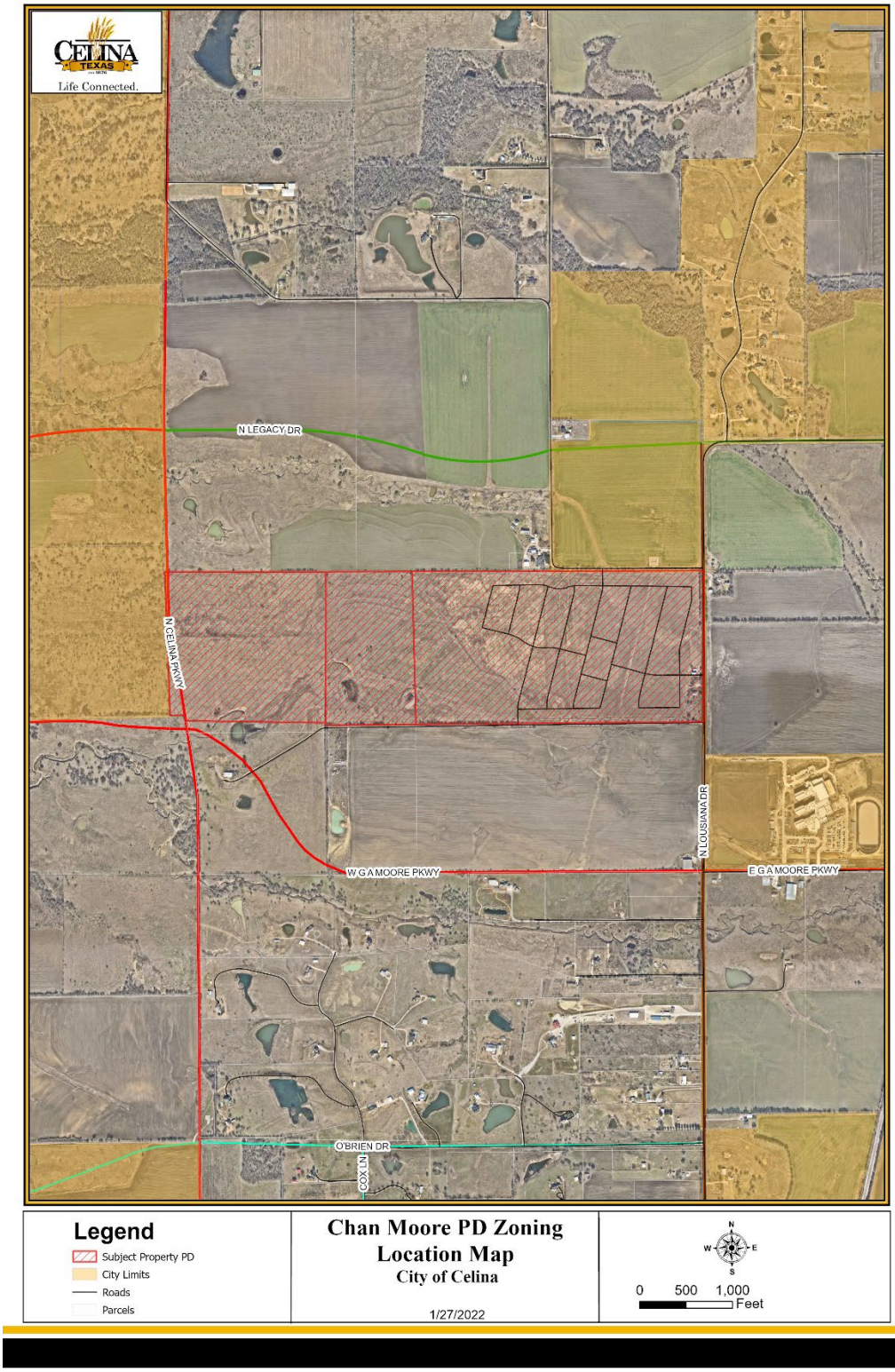
THENCE N 02°06'19" W a distance of 1548.42' to a capped 1/2" iron rod stamped "4613" set for the southwest corner of a called 155.26 acre tract of land as conveyed to LMR Holdings, LTD and recorded in Collin County Clerk No. 20090213000158800 of Official Public Records of Collin County, Texas;

THENCE S 89°59'40" E a distance of 1734.20' to a capped 1/2" iron rod stamped "4613" set for the northwest corner of the called 153.177 acre tract of land;

THENCE S 00°02'20" W a distance of 1688.08' to the POINT OF BEGINNING and containing 2,912,529 Square Feet or 66.862 acres of land.

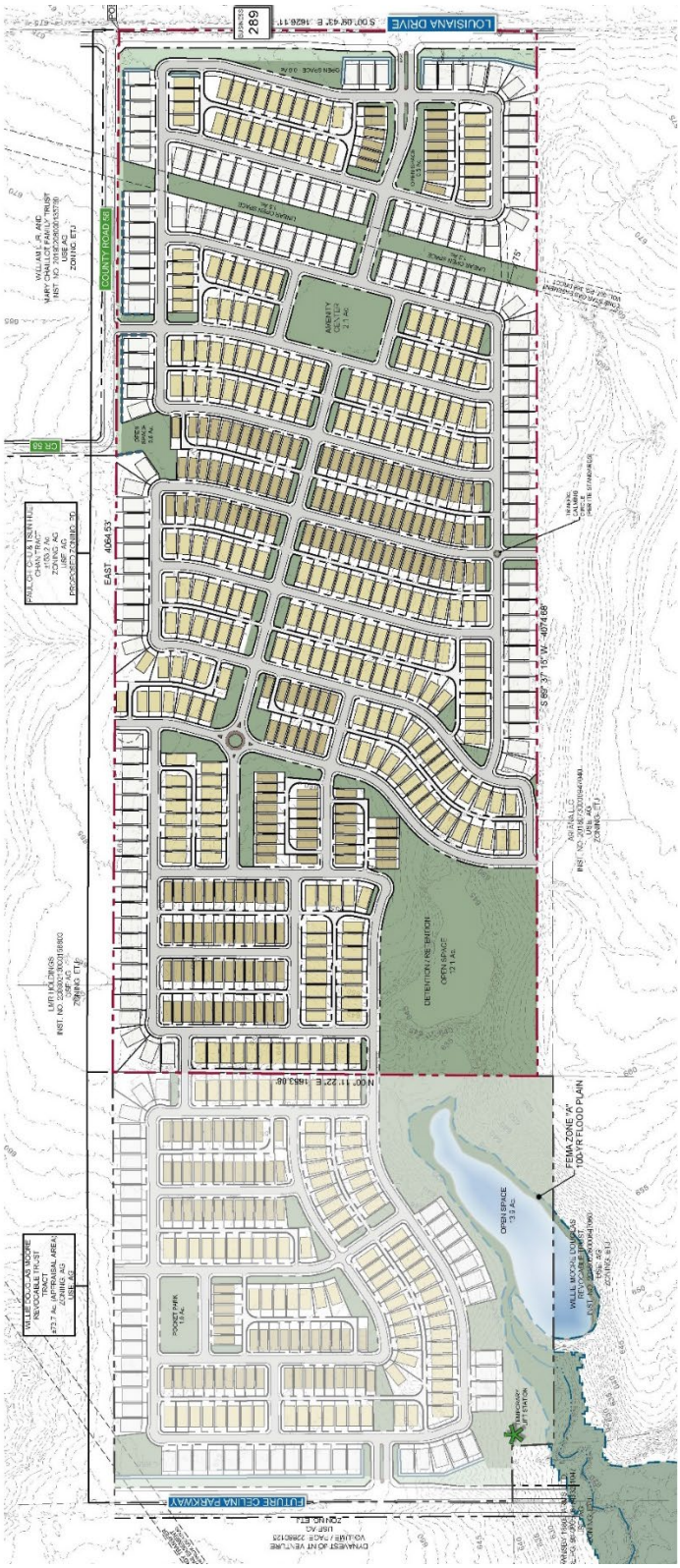
Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

Exhibit D
Trails and Open Space Exhibit



Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

Exhibit E
Development Regulations

All development within the Property shall meet the standards of the SF-R, Single Family Residential Detached District as established in the City of Celina Zoning Ordinance, as amended from time to time (the "Zoning Ordinance"), with the exceptions noted herein. The City's building material regulations in the zoning ordinance as it existed on August 1, 2019 (not "as amended") shall apply.

The Development Standards noted herein will hold precedence over any conflicting regulations created by the Zoning Ordinance.

(a) ***Supplemental Permitted Lot Sizes***. In addition to the lot sizes allowed under the base district, the following lot sizes are allowed by right:

Minimum 60' x 120' single family detached residential lots

Minimum 50' x 115' single family detached residential lots

Minimum 40' x 110' single family detached residential lots

Minimum 35' x 120' duplex lots (attached product)

(b) ***Supplemental Development Standards (In addition to the regulations in the base district):***

1. Side Yards: minimum 5' side yards for center loaded lots and/or alternate minimum 10'/0' zero lot option (except duplex lots - minimum 5'/0')
2. Lot Width: Minimum lot widths will be calculated at the building line
3. Front/Rear Yard:
   a. Front/rear yards for 60' minimum lot sizes shall total at least 40'.
   b. Front/rear yards for 50' minimum lot sizes and/or attached residential product lots (regardless of lot size) shall total at least 35'.
   c. Front/rear yards for 40' minimum lot sizes shall total at least 30'.
   d. Minimum setbacks of 15' for either front or rear yards shall apply.
4. Percentage of Lot Sizes:
   a. Minimum of 20% of the lots to be 60 feet in width or greater, measured at the earlier of (i) the time the last final plat of the Property is approved, or (ii) the time that such lots must be included on a final plat to ensure the total lot mix can be achieved on the Property with the number of unplatted acres remaining.
   b. Maximum of 55% of the lots to be 40 feet in width or less, measured at the earlier of (i) the time the last final plat of the Property is approved, or (ii) the time that such lots must be included on a final plat to ensure the total lot mix can be achieved on the Property with the number of unplatted acres remaining.

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

c. Maximum of 35% of the lots to be attached residential product (35 feet minimum lot width), measured at the earlier of (i) the time the last final plat of the Property is approved, or (ii) the time that such lots must be included on a final plat to ensure the total lot mix can be achieved on the Property with the number of unplatted acres remaining.

d. See Item 5 below for alternate lot size options.

5. Alternate Lot Size Options. The Development may contain front-loaded 55' x 120' lots if (a) 20% or more of the lots are 60 feet in width or greater, and (b) 20% or more of the lots are rear-loaded and 40 feet in width or greater, measured at the earlier of (i) the time the last final plat of the Property is approved, or (ii) the time that such lots must be included on a final plat to ensure the total lot mix can be achieved on the Property with the number of unplatted acres remaining.

6. Lot Restrictions: With the exception of model home lots, no single family attached lots (duplexes) can be east of the existing Atmos gas line that bisects the Chan Tract. There shall be no single family attached lots (duplexes) within 300 feet of the existing eastern right-of-way line of the proposed Celina Parkway thoroughfare which is along the Moore Tract western property line. The "duplex lots" described in the ***Supplemental Permitted Lot Sizes***, paragraph (a) above, are required to be served by rear alleys.

7. Minimum Floor Area: 1500 square feet

8. Garage Placement:

i.) Front facades & front-facing garage placement – one-story homes. The face of garage doors shall not extend beyond the front façade of any residential structure unless one or both of the following conditions apply; and in that case, the face of the garage door may extend up to a maximum of eight (8) feet beyond the front façade:

a. A front porch spanning a minimum of fifty percent (50%) of the width of the front façade is provided; or

b. A bay window is provided on the longest wall face of the front façade.

ii.) Front facades & front-facing garage placement – two story homes. The face of garage doors may extend beyond the front façade of any residential structure up to a maximum of eight (8) feet beyond the front façade.

iii.) Front facades & J-swing garage placement. When the doors of garages are designed to be perpendicular to the street access (as in J-swing garages), the entire garage may extend in front of the main front façade of the residential structure.

iv.) Side facades & J-swing garages. J-swing garages shall have a minimum of twenty (20) feet from the door face of the garage to the side property line for maneuvering and tandem parking.

v.) Rear-facing & alley-served garages. Rear-facing and alley-served garages shall have a minimum of twenty (20) feet from the door face of the garage to the edge of the alley pavement line for maneuvering and tandem parking.

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

(c) ***Concept Plan:*** Development shall be in general conformance with the Concept Plan attached as Exhibit C. Revisions to Exhibit C are subject to the approval of the Director of Development Services at the time of approval of the preliminary plat and shall not constitute a rezoning application. Revisions to lot sizes shown on the Concept Plan shall be approved by the Director of Development Services as long as they meet the criteria noted in Section (b)4 (Percentage of Lot Sizes). Revisions to street layouts, as well as open space size and configuration, shall be approved by the Director of Development Services as long as they meet all applicable City Regulations, as modified by this Agreement.

(d) ***Open Space:*** The overall open space shall not be less than 15% of the gross area of the Property, measured at the time the last final plat of the Property is approved. The required program elements/amenities shall be as noted on Exhibit D. Changes to program elements and locations noted in Exhibit D are subject to approval by the Director of Development Services at the time of approval of the preliminary plat and shall not constitute a rezoning application. Open fencing is required on residential lot lines siding or backing to open spaces unless otherwise noted on Exhibit D or approved by the Director of Development Services at the time of approval of the preliminary plat. One minimum 3-inch caliper tree is required in the back yard of residential lots the rear of which is adjacent to the existing Atmos Gas easement.

(e) ***Landscape Setbacks:*** The required landscape setbacks adjacent to major thoroughfares shall average a minimum of 40’ in width and be as generally depicted in the landscape buffers shown on Exhibit D. The total area of the setback shall be no less than the linear frontage along the thoroughfare times 40’ in width except as shown on Exhibit D. There shall be a minimum landscape setback (buffer) of 15’ along County Road 58. Screening shall be as generally depicted on Exhibit D.

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 PD Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kari White, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 15, 2022
Re:	North Sky (Chan Moore) - C-4 Remainder Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 142 acres to Agricultural District (AG), generally located west of future Peterman Parkway, north of future Sunset Boulevard, east of future Legacy Drive, and south of future G. A. Moore Parkway. (North Sky (Chan Moore) - C-4 Remainder Zoning) (Mohan)

Background Information:
The subject properties are located within various locations of the ultimate growth boundary, and are in association with the Chan Moore (North Sky) statutory consent annexation process. The properties will be zoned Agriculture District (AG), which is an appropriate "holding district." Please refer to the attached documents and the associated annexation agenda item for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

Attachment: Location Map (North Sky (Chan Moore) - C-4 Remainder Zoning)

Life Connected.

Potential Annexations
City of Celina

Date: 3/9/2022

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Development Agreement

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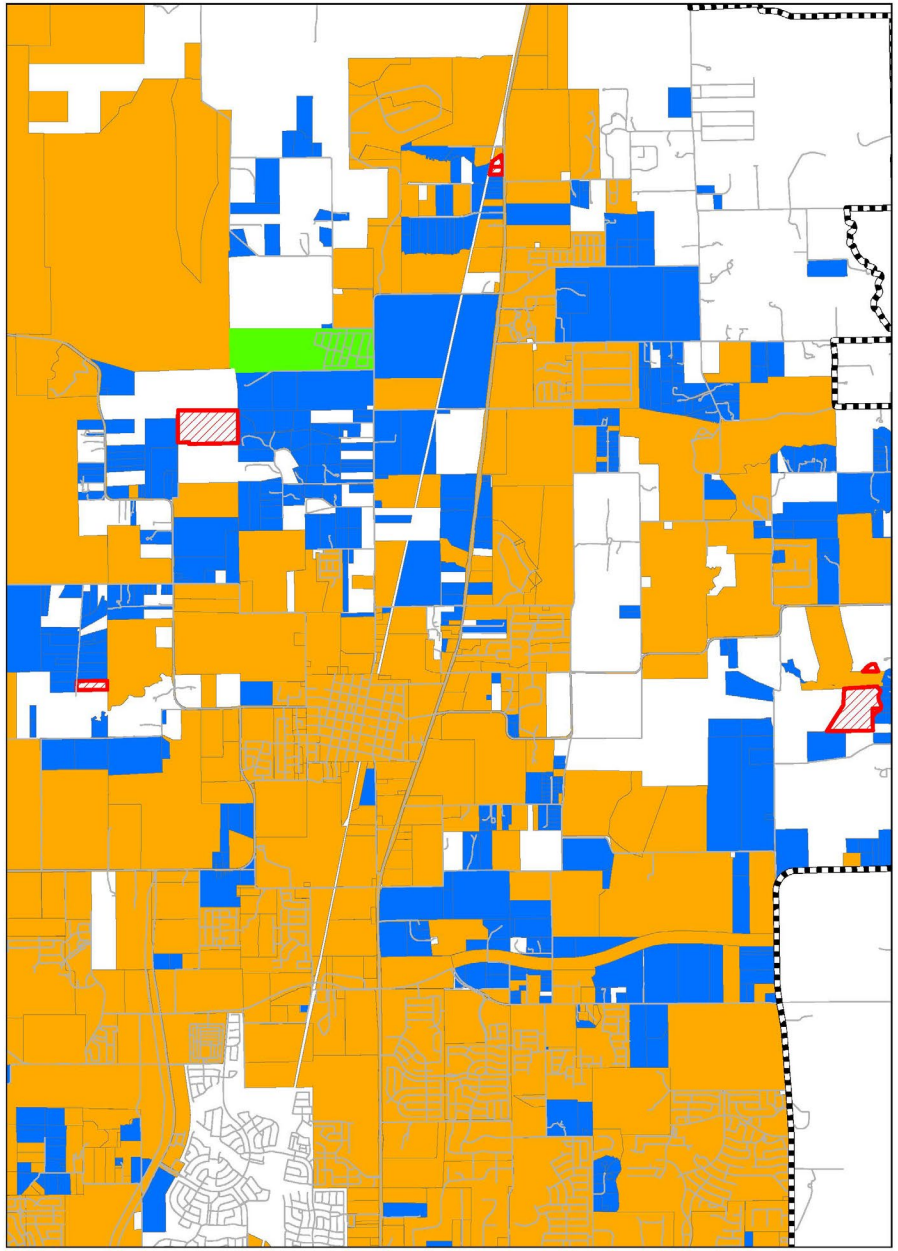
NORTH SKY (CHAN MOORE) REMAINDER

Zoning

City Council
March 15, 2022



Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 Remainder Zoning)

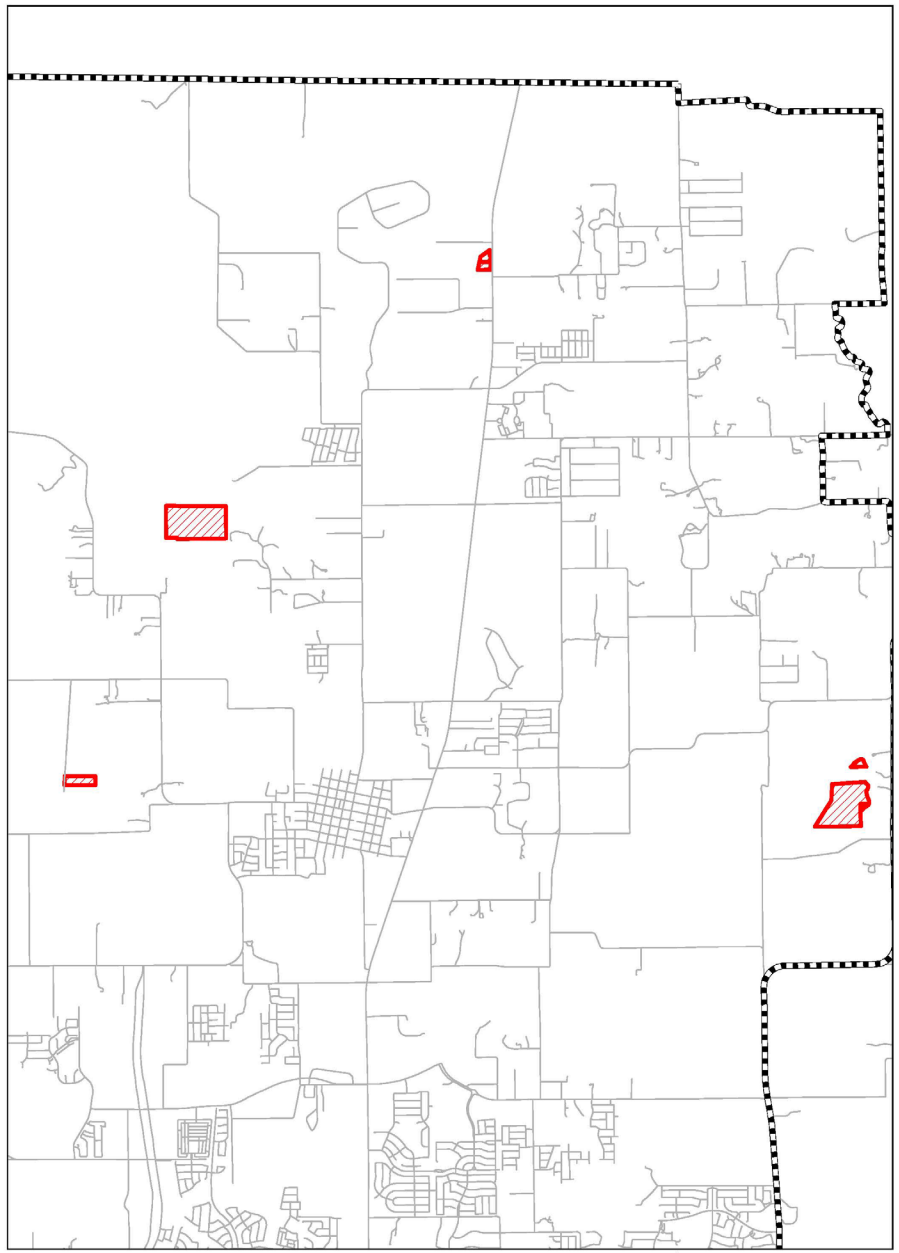


ANNEXATION MAP

Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 Remainder Zoning)



LOCATION MAP

The subject properties are located within the ultimate growth boundary of the City of Celina

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 Remainder Zoning)

BACKGROUND

- The properties total approximately 142 acres within the Extraterritorial Jurisdiction
- The properties are in association with the statutory consent annexation process, as governed by State law

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 Remainder Zoning)

POLICY CONSIDERATIONS

- The properties will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The property owner may in the future request the City to consider another zoning district
- No residents are included in the zoning

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 Remainder Zoning)

P&Z PUBLIC HEARING

- One person asked how properties are prioritized for annexation.
- Staff shared the prioritization methodology:
  - Only ETJ properties adjacent to, surrounded by, or in close proximity to City limits
  - Only properties along major corridors or considered to be in the pathway of development in the near term
  - Only properties that have received and not accepted annexation deferral offers from the City, including multiple follow-up attempts

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 Remainder Zoning)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval of the request 5-1 (with Commissioner Ousley being the dissenting vote) at its February 15th regular meeting
- Failing to zone property at time of annexation results in property that has no zoning (i.e. no land use restrictions)
- Staff recommends approval of the proposed zoning as presented

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 Remainder Zoning)

TIMELINE

- Deferral letters mailed to ETJ property owners
- ~~July 13, 2021 – Annexation Resolution~~
- ~~August 10, 2021 – 1st Public Hearing~~
- ~~January 11, 2022 – Petition Verification~~
- ~~February 8, 2022 – 2nd Public Hearing~~
- March 15, 2022 – 3rd Public Hearing and Annexation/Zoning Ordinance adoption

Attachment: Staff Presentation (North Sky (Chan Moore) - C-4 Remainder Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
NORTH SKY (CHAN MOORE) REMAINDER ZONING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 142 ACRE TRACTS OF LAND GENERALLY LOCATED WEST OF FUTURE PETERMAN PARKWAY, NORTH OF FUTURE SUNSET BOULEVARD, EAST OF FUTURE LEGACY DRIVE, AND SOUTH OF FUTURE G. A. MOORE PARKWAY, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted 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 Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 Remainder Zoning)

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 Agricultural District (AG), on certain tracts of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

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, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Agricultural District (AG).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 Remainder Zoning)

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 Remainder Zoning)

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 15th day of March, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

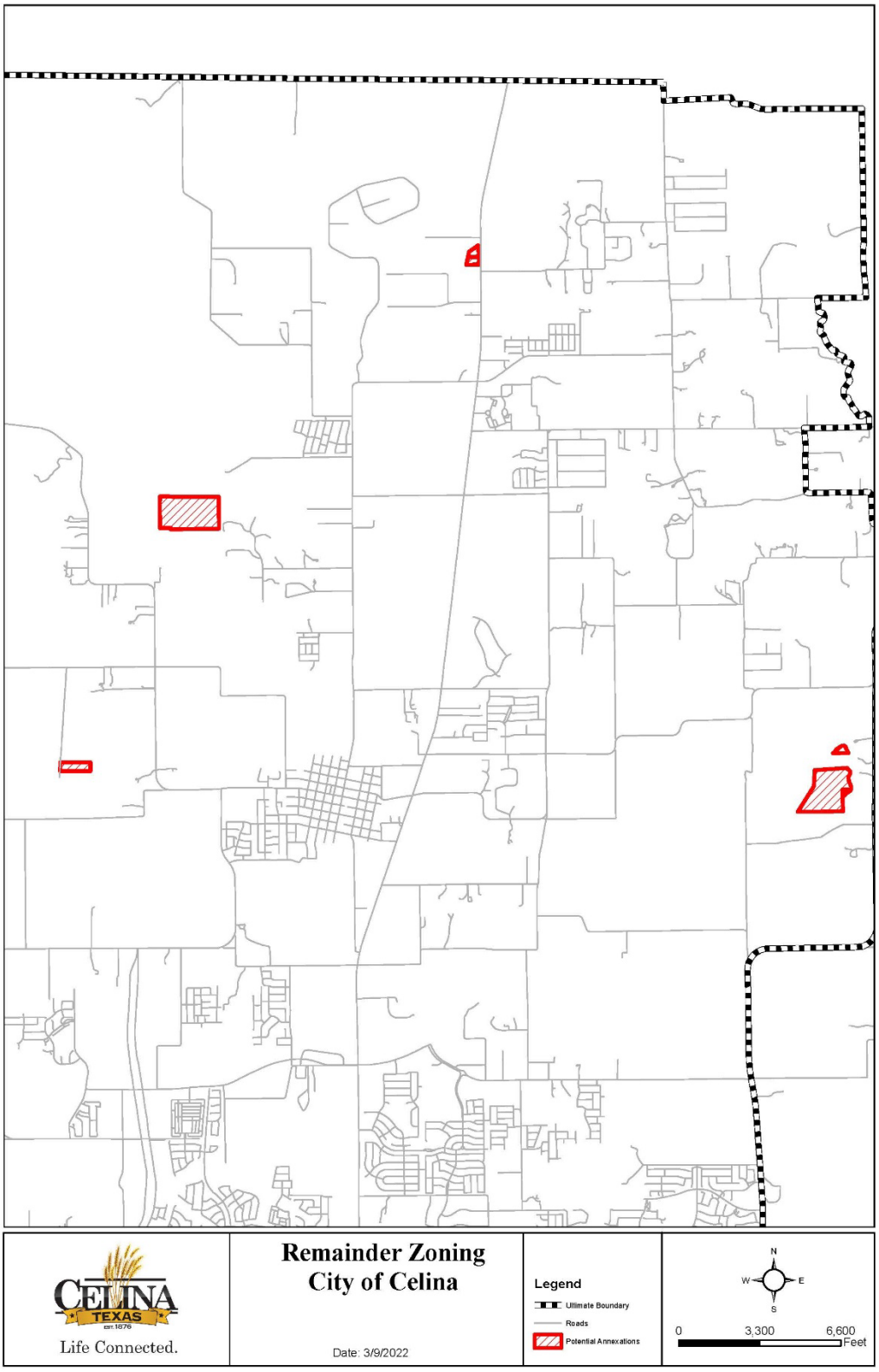
Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 Remainder Zoning)

Exhibit A
Legal Description

1) Collin CAD Property ID 985731, being an approximate 53 acre tract of land in Collin County, Texas, legally described as Abstract No. 730 in the W C Quigley Survey , Tract 3; generally located approximately 1,300 feet west of FM 2478 and approximately 550 feet north of County Road 129 (Goldstein Family Investments, Ltd.),
2) Collin CAD Property ID 986598, being an approximate 1.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 836 in the B F Stapp Survey , Tract 2; generally located approximately 1,000 feet west of FM 2478 and approximately 1,500 feet North of County Road 129 (Goldstein Family Investments, Ltd.),
3) Collin CAD Property ID 995123, being an approximate 3 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 2; generally located approximately 1,100 feet west of FM 2478 and approximately 2,360 feet south of County Road 455 (Goldstein Family Investments, Ltd.),
4) Collin CAD Property ID 1498089, being an approximate 3.2 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 36; generally located west of Preston Road and approximately 320 feet south of Kathie Court (Collerain, Alice C.),
5) Collin CAD Property ID 1498098, being an approximate 3.54 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition, Lot 37; generally located west of Preston Road and approximately 790 feet south of Kathie Court (Ejaz Investment Group, Inc.),
6) Collin CAD Property ID 1585804, being an approximate 10.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 168 in the Collin County School Land #16 Survey, Sheet 1, Tract 44; generally located east of Rawhide Road and approximately 1,920 feet north of County Road 8 (Rawhide at Celina Limited Partnership), and
7) Collin CAD Property ID 995748, being an approximate 66.9 acre tract of land in Collin County, Texas, legally described as Abstract No. 569 in the F L Meriwether Survey, Tract 2; generally located approximately 2,900 feet east of W FM 455 and approximately 1,600 feet north of County Road 946 (Ganji, Shaun).

Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 Remainder Zoning)

EXHIBIT B
Property Exhibit



Attachment: Draft Ordinance (North Sky (Chan Moore) - C-4 Remainder Zoning)

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Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: Trails Baptist Church - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and The Trails Baptist Church; generally located north of FM 455 and approximately 1,565 feet west of future Celina Parkway, within the Extraterritorial Jurisdiction (ETJ). (Trails Baptist Church – Development Agreement) (Mohan)

Applicant:
The Trails Church
P.O. Box 248
Celina, TX 75009

Background Information:
The property is approximately 5.3 acres and within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning of the tract. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS est. 1876
Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Trails Church
Location Map
City of Celina

9/28/2021

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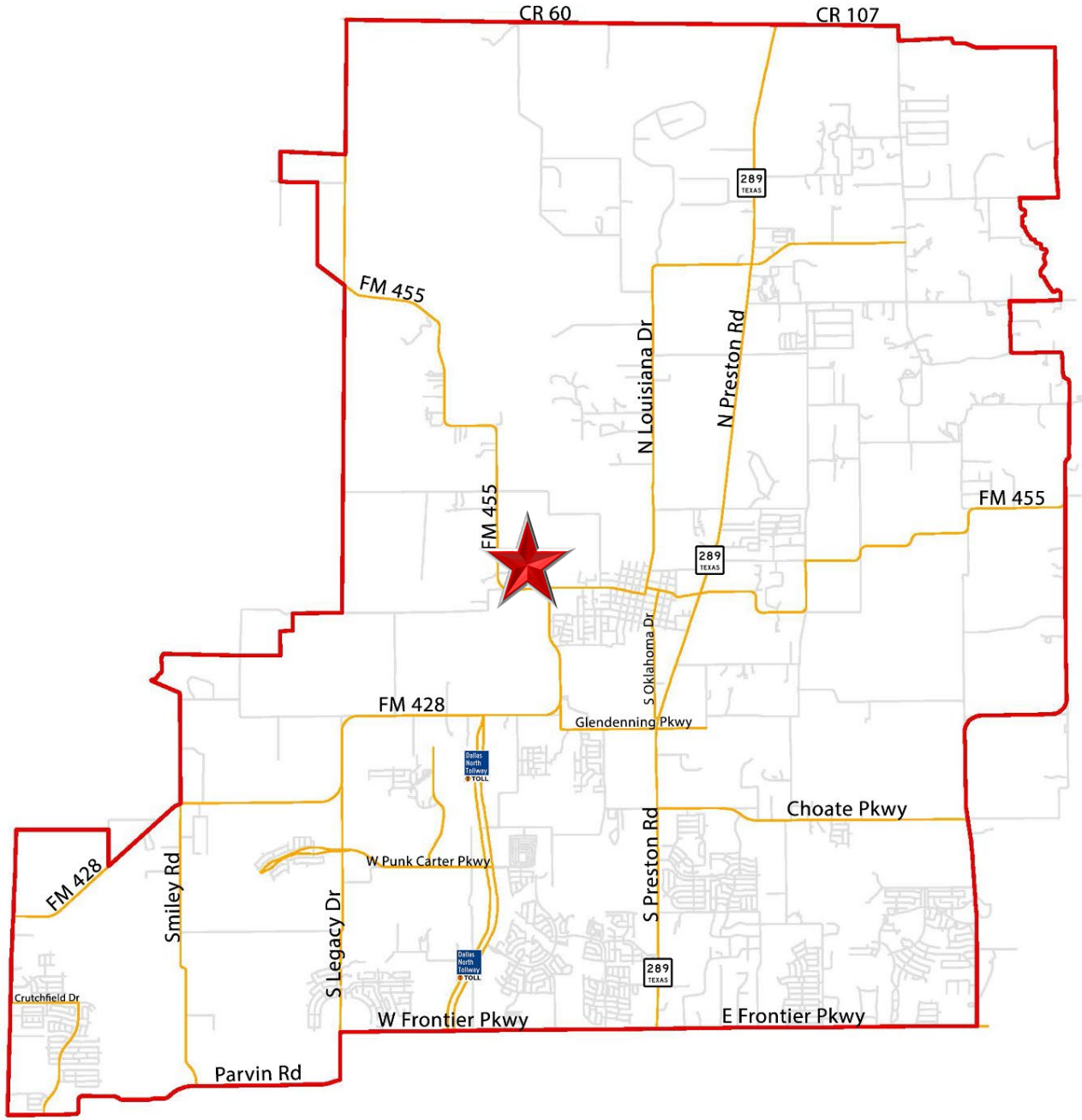
Attachment: Location Map (Trails Baptist Church – Development Agreement)

TRAILS BAPTIST CHURCH

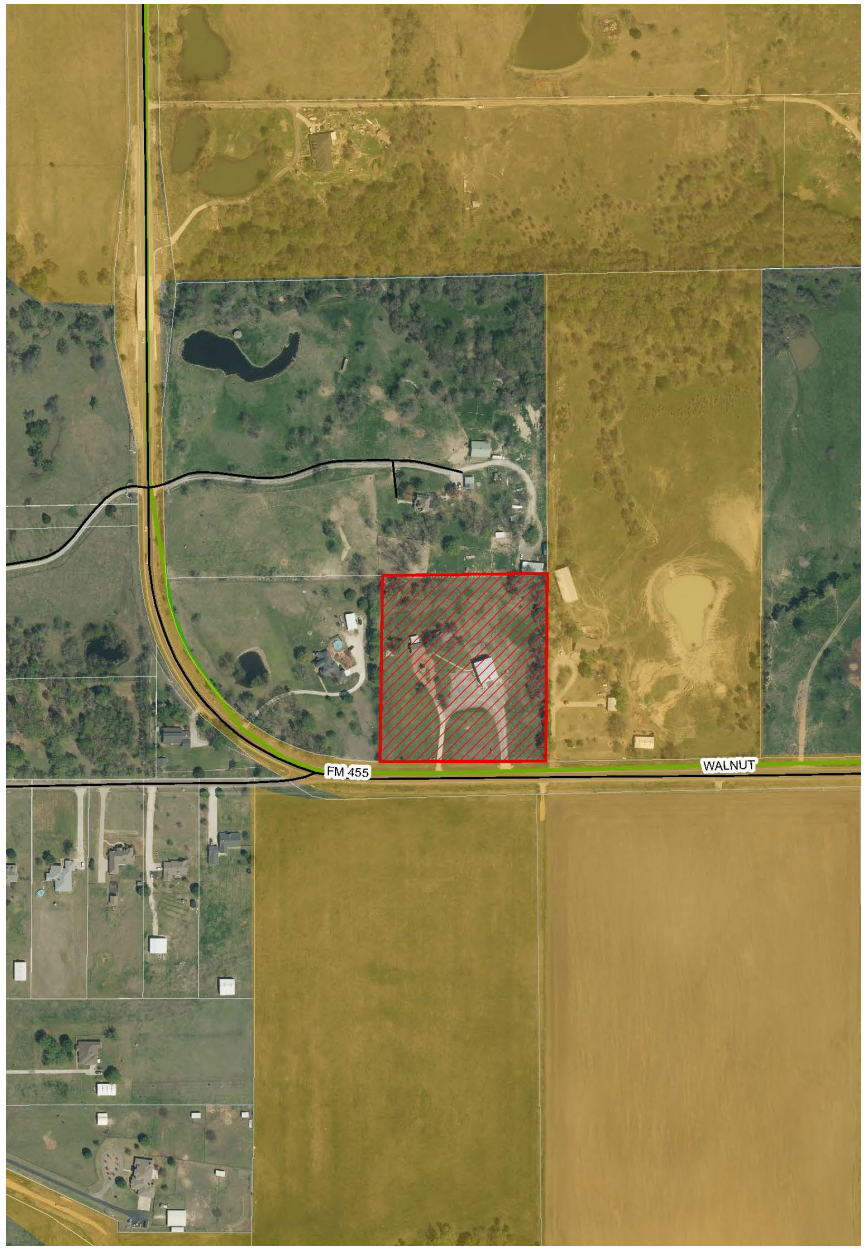
City Council
March 15, 2022



Attachment: Staff Presentation (Trails Baptist Church – Development Agreement)



Attachment: Staff Presentation (Trails Baptist Church – Development Agreement)



LOCATION MAP

The subject property is generally located north of FM 455 and approximately 1,565 feet west of Future Celina Parkway

Attachment: Staff Presentation (Trails Baptist Church – Development Agreement)

BACKGROUND

- The subject property is approximately 5.3 acres and located in the Extraterritorial Jurisdiction (ETJ)
- No pre-annexation agreement exists on the property
- The property owner desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City

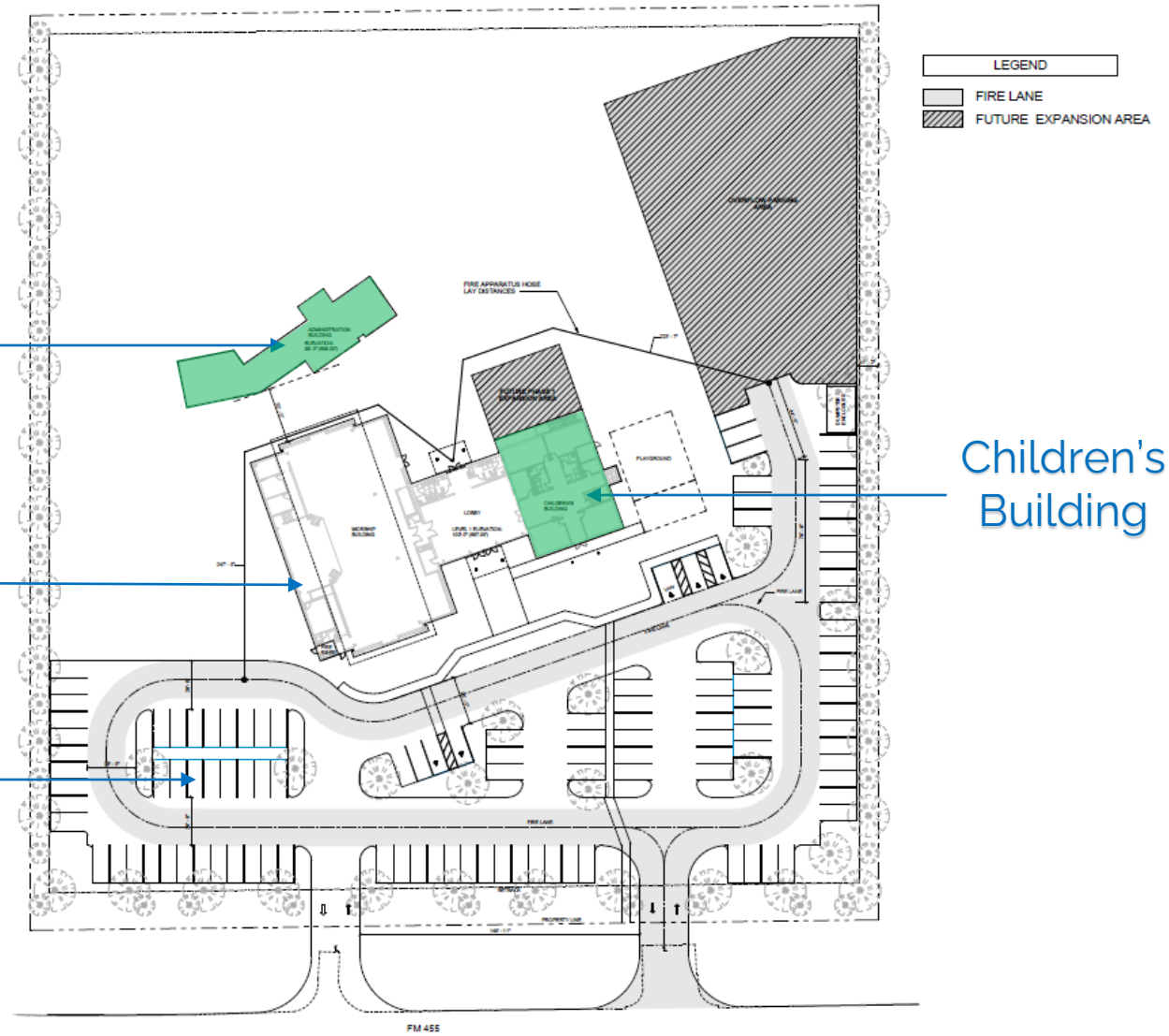
Attachment: Staff Presentation (Trails Baptist Church – Development Agreement)

CONCEPT PLAN

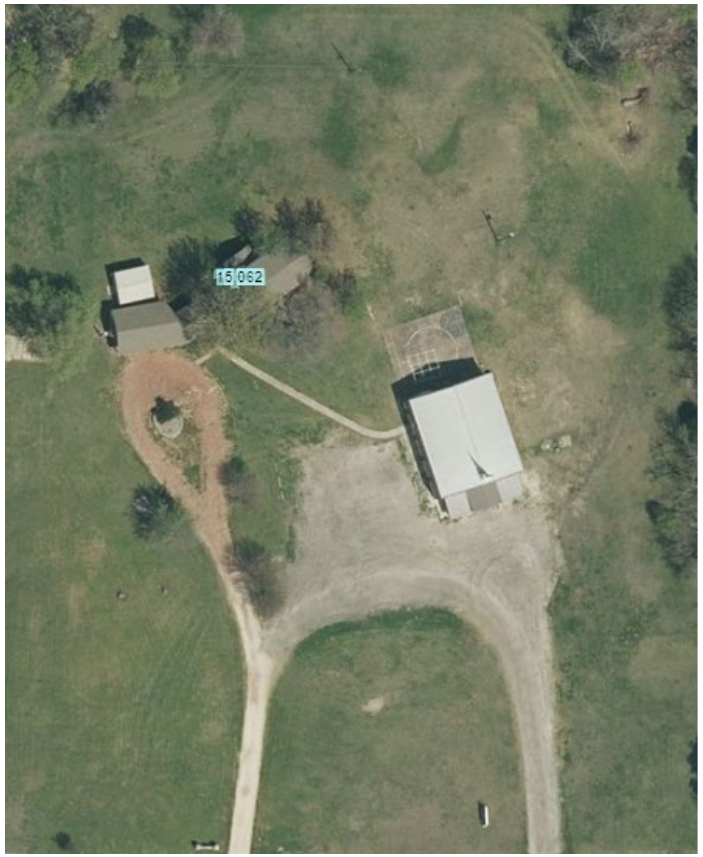
Administration Building

Worship Building

Concrete Parking



Children's Building



Attachment: Staff Presentation (Trails Baptist Church – Development Agreement)

AGREEMENT OVERVIEW

- The Development Agreement proposes annexation and zoning for the 5.3-acre tract, which is currently developed as a church
- The agreement contemplates an expansion to the existing church building
- The proposed zoning would be Community Facilities District, which is appropriate for an Assembly Use project
- The agreement allows for one expansion on the existing septic system and temporary gravel overflow parking in the back of the property

Attachment: Staff Presentation (Trails Baptist Church – Development Agreement)

POLICY CONSIDERATIONS

- The DA brings an additional 5.3 acres into the City Limits
- City standards apply (architecture, landscape, etc.)
- Churches add value to the community
- Properties in the County have no land use restrictions and few safety regulations that apply
- The proposed gravel overflow parking area is required to be removed in the future and is in addition to the concrete public parking up front

Attachment: Staff Presentation (Trails Baptist Church – Development Agreement)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (Trails Baptist Church – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its October 2021 regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Trails Baptist Church – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between The Trails Baptist Church (the "Developer") and the City of Celina (the "City") to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

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

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

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

WHEREAS, on the date the City Council voted to approve this Agreement, Developer owns approximately 5.25 acres of land, generally located west of the intersection of FM 455 and FM 428, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is legally described on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Developer intends to develop the Property as a planned development with community facilities uses (the "Development"); and

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

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

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

WHEREAS, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the Parties intend for the City to provide retail water and wastewater service to the Property; and

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; landscaping; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

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

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 8.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

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

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 8.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Onsite Public Improvements is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Property is defined in the Recitals.

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

Roadway Improvements is defined in Section 2.1(c) and depicted in **Exhibit E and E-1**.

Water Improvements is defined in Section 2.1(d) and described and depicted on **Exhibit G**.

Wastewater Improvements is defined in Section 2.1(e) and described and depicted in **Exhibit H**.

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay the cost difference between what is needed to serve the Property and the cost to oversize as they become due and payable under the construction contract.

(b) ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys. Specifically, Developer agrees to dedicate right-of-way for FM 455/Walnut Drive with platting as depicted on **Exhibit E**.

(1) The Parties agree that Developer may install and maintain parking spaces in the dedicated right-of-way for FM 455/Walnut Drive only after the execution of a license agreement in a form substantially similar to the agreement attached hereto as **Exhibit F**

(c) Roadway Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit E-1**, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Roadway Improvements"):

(1) An asphalt right turn lane on FM 455 is required with Phase 1 development

(2) The City will waive the requirement to build two concrete lanes adjacent to the Development. The Developer shall place funds into escrow for the cost of permanent concrete improvements (eastbound left turn lane, median opening, and westbound right turn lanes) with the development of Phase 2.

(3) Existing driveway spacing does not meet current TxDOT standards. Since the land use is not changing, the City will not request a driveway modification to the existing driveways with Phase 1 of the Development. However, construction of Phase 2 of the Development will require the driveway spacing to meet TxDOT standards.

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(d) Water Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit G**, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Water Improvements"):

(1) All water Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) 18 inch water line with automatic flush value on FM 455.

(e) Wastewater Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit H**, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Wastewater Improvements"):

(1) City will waive requirement to connect to a public sewer system with Phase 1. Property can continue to use existing septic system. Development of Phase 2 will require connection to a public sewer system. No sewer impact fees will be collected with Phase 1, but will be due for Phase 2 and all other phases.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and

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specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

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

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Detention ponds and any other drainage appurtenances shall be maintained by the Developer in accordance with the City Regulations.

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ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes and Fire Codes. *As consideration for the capital recovery fees being reduced and impact fees being waived for the Property, Developer has consented to and requested, and the Parties agree, that* ***Exhibit D****, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

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ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Fees Altered. The Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees.

(b) CCN Acquisition Costs. The Parties agree that the City will be the ultimate retail water service provider to the Property. Within sixty (60) days of the date each final plat of the Property is recorded, the Developer shall pay to the City a fee in the amount of $1,750 per acre on the final plat, which will be owed by the City to Marilee pursuant to this Agreement and that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, or another amount negotiated by City. The City will give Marilee notice that City would like to acquire the Marilee CCN prior to annexing the Property one year before the planned acquisition date.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS

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HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 **THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

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(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Developer agrees to (a) submit a voluntary annexation petition for the Property. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, the Developer shall execute another voluntary annexation petition for the Property, within ten (10) days of being requested to do so. The Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

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(d) with this Agreement and the provisions contained herein, City has provided to Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

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

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

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or

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(ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party" under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to the Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after

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execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

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

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

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ARTICLE IX
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

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

ARTICLE X
ADDITIONAL PROVISIONS

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

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

To the City:
Attn: City Manager
City of Celina
142 North Ohio
Celina, TX 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682

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With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Developer:	Attn: Dr. Matthew C. Boswell The Trails Baptist Church PO Box 248 Celina, Texas 75009-0248
With a copy to:	Mark Killingsworth, PLLC 5716 Autumn Trail Celina, Texas, 75009 E-mail: mark@mkpllc.com

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

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

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

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

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

10.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

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

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

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

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	FM 455 Right-of-Way Dedication
Exhibit E-1	Roadway Improvements
Exhibit F	License Agreement
Exhibit G	Water Improvements
Exhibit H	Wastewater Improvements

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement.

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

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

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

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

10.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[signatures on following pages]

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2022.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

_____
City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

DEVELOPER:
THE TRAILS BAPTIST CHURCH

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2022, personally appeared _____, _____ of The Trails Baptist Church, a _____company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

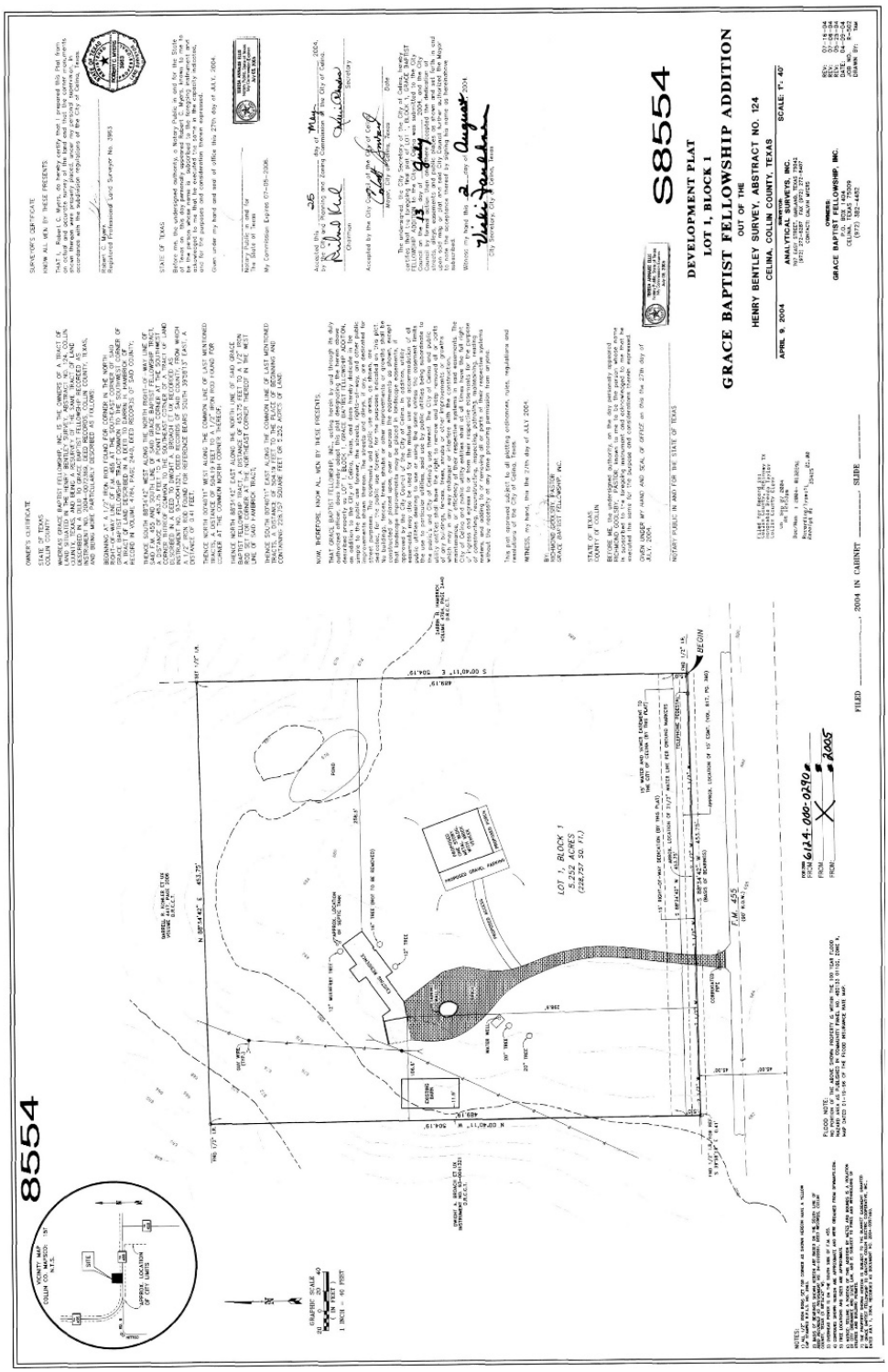
Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Lot 1, Block 1 of Grace Baptist Fellowship Addition, according to the Plat thereof, recoded as Document 2004-0132296 in the Plat Records of Collin County, Texas.

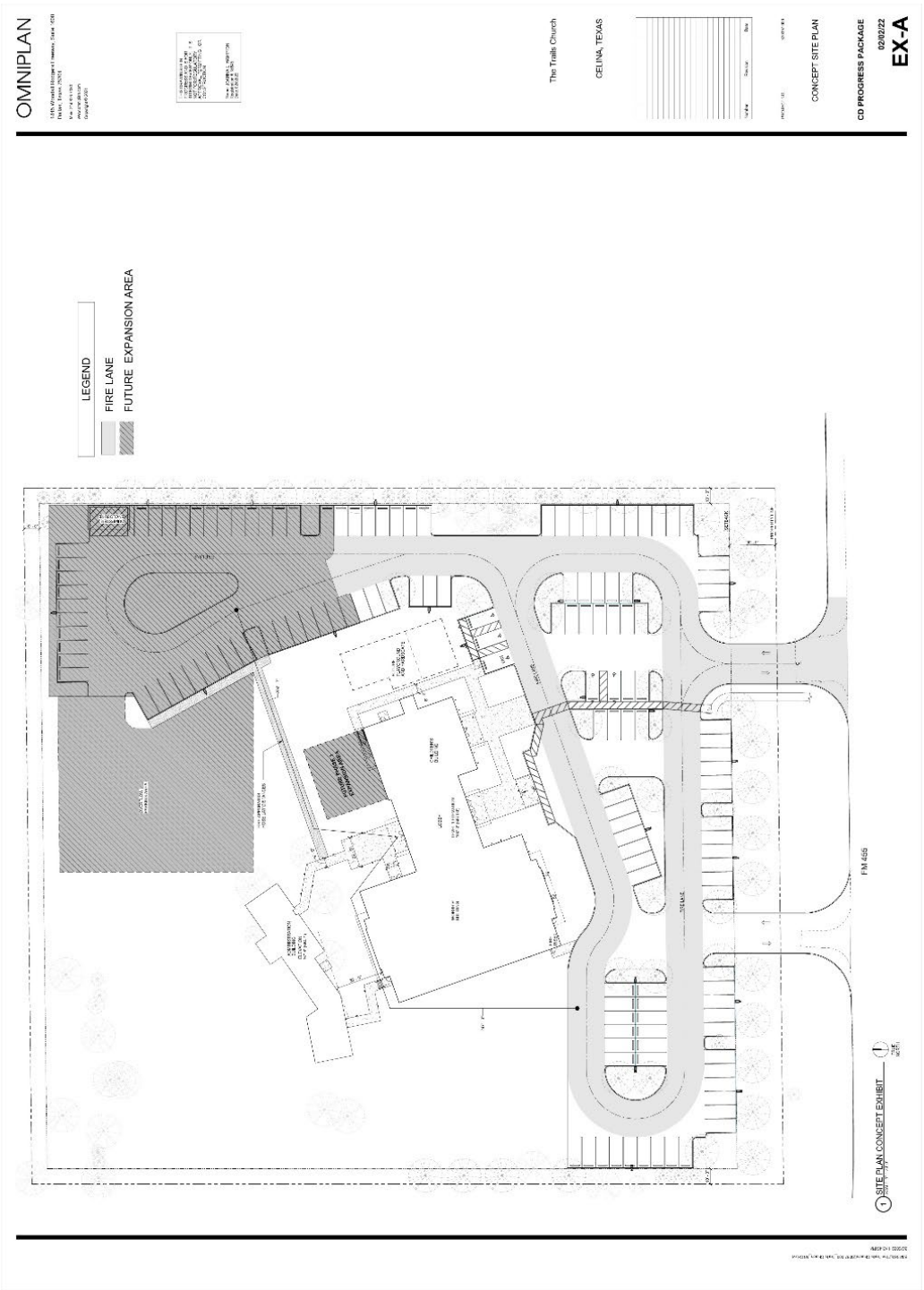
Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

EXHIBIT B
DEPICTION OF THE PROPERTY



Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

EXHIBIT C
CONCEPT PLAN



Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan
The subject property shall generally develop per the attached concept plan, which shows conceptual locations of future facilities and parking layouts. This arrangement may change in the future, in compliance with City standards. The subject property shall comply with all applicable City regulations, unless otherwise modified herein.

Zoning
The base zoning for the subject property will be Community Facilities (CF) district. The property owner and City may consider other zoning districts in the future, as situations change.

Screening
The requirement for a masonry screening wall along the perimeter is not applicable unless a newly platted, residential subdivision is present on the adjacent tract.

Phasing
The existing church facility may expand once on the existing septic system. Once sewer is available, or additional expansions occur, the facility shall connect into the City's sanitary sewer system. In addition to the concrete parking, as shown on the concept plan, the rear of the subject property, behind the primary facility, may utilize temporary gravel overflow parking. This parking will be either converted to concrete or removed prior to Phase 2.

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

EXHIBIT E
FM 455 RIGHT-OF-WAY DEDICATION

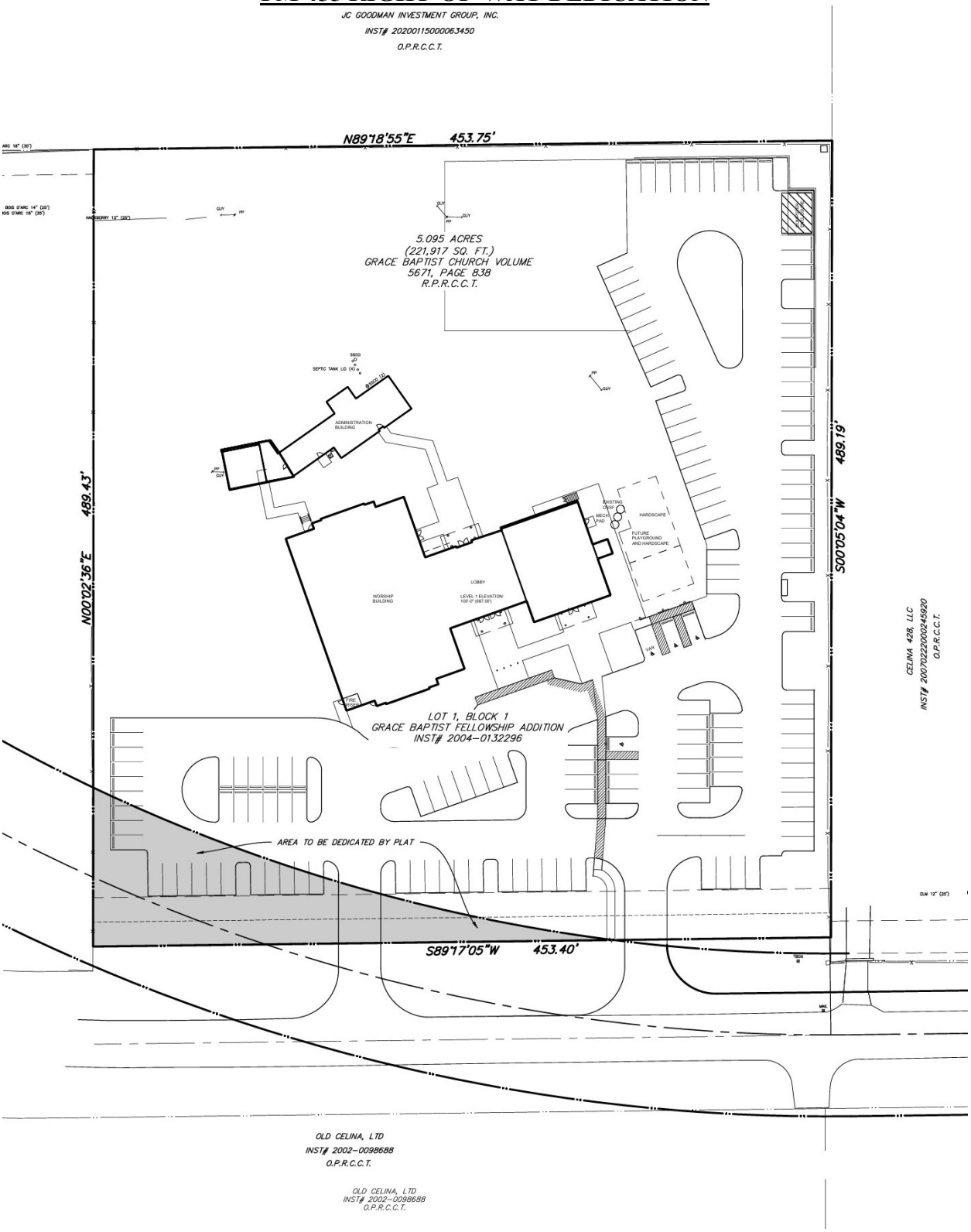


EXHIBIT E-1

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

ROADWAY IMPROVEMENTS

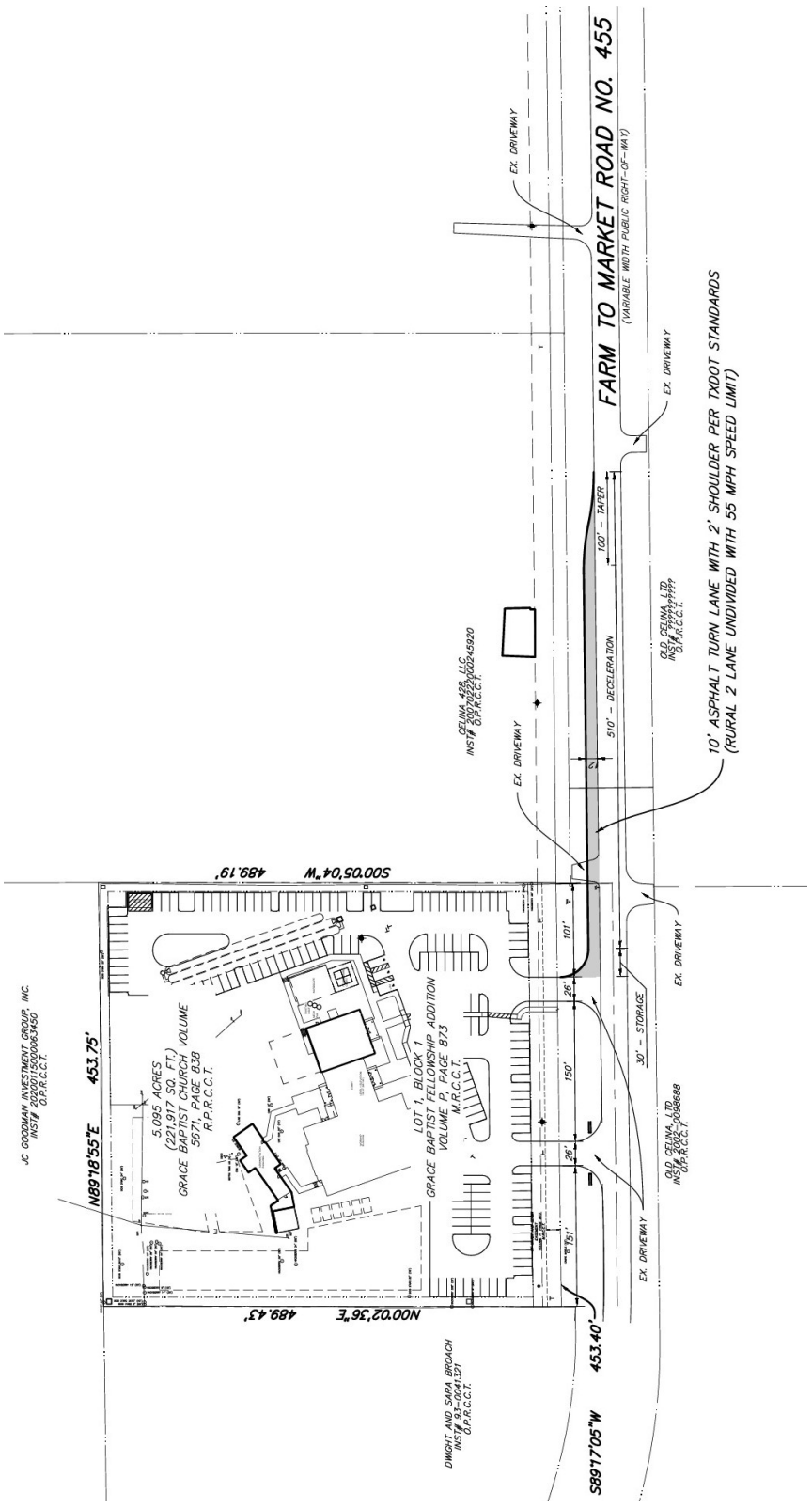


EXHIBIT F

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

LICENSE AGREEMENT

STATE OF TEXAS §
§ **REVOCABLE LICENSE AGREEMENT**
COUNTY OF COLLIN §

This Revocable License Agreement is entered into this _____ day of _____, 20___ by and between the City of Celina, Texas (the "City") and The Trails Baptist Church (the "Licensee").

RECITALS:

WHEREAS, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, the City is authorized to control and regulate an encroachment or obstruction on a public street within the City pursuant to §§ 311.001, 316.021, Tex. Transp. Code; and

WHEREAS, the state has delegated to each city the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public, subject to state law; and

WHEREAS, the City permits and prescribes the consideration and terms for the use of a portion of the City's right-of-way, street or sidewalk for a private purpose if the use does not interfere with the public use of the right-of-way, street or sidewalk or creates a dangerous condition on or in the right-of-way, street or sidewalk; and

WHEREAS, the City is the owner of certain real property described as a Future Right-of-Way situated in Celina, Collin County, Texas, and legally described as Future FM 455 Right-of-Way (hereinafter called the "Property"); and

WHEREAS, the parties hereto recognize and agree that the City's authority with respect to the public rights-of-way within the Property goes to the full width of the right-of-way and extends indefinitely upward or downward; and

WHEREAS, Licensee desires to use a portion of the Future Right-of-Way adjacent to the FM 455 located at 15062 FM 455, Celina, TX 75009 for Concrete Parking to be located on, under or above the Property (the "Improvement(s)"); and

WHEREAS, the City and Licensee desire to enter into this Revocable License Agreement to permit Licensee to utilize a portion of the public right-of-way for Concrete Parking provided that such use complies with the City's ordinances and policy for use of the right-of-way; and

WHEREAS, the Licensee agrees that it will install the Improvements, and that after the Improvements are installed, the Licensee will own and perpetually maintain the Improvements (including, but necessarily limited to, maintenance, irrigation and electricity) to ensure that the Improvements remain in good shape and are ascetically pleasing.

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Licensee do hereby agree as follows:

AGREEMENT:

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.

2. Grant of license. The City does hereby grant to Licensee a revocable, non-exclusive license to occupy that portion of the right-of-way adjacent to Licensee's Concrete Parking, located at 15062 FM 455, Celina, TX 75009 for Parking, and as shown on Exhibit A, attached hereto and incorporated herein (the "Licensed Area"). Licensee shall occupy the License Area in full compliance at all times with all of the following conditions:

(a) Licensee shall maintain the ADA accessible pathway adjacent to Licensee's Improvements;
(b) No use of the right-of-way is permitted outside the License Area;
(c) Within the License Area, the Licensee may place only the Improvements as permitted by City ordinances;
(d) The Improvements in the License Area shall be maintained in safe, neat and good physical condition; and
(e) Licensee shall provide written notice, in accordance with Section 13(d), within 24 hours of Licensee's observation of a defect in the pavement or any other condition in the License Area that might pose a danger or harm to the public or persons occupying or passing through the License Area. If such defect is the result of Licensee's use of the License Area, Licensee shall reimburse the City for the cost of repair.

3. Installation, Ownership and Maintenance of Improvements. The City does hereby agree that Licensee may install and maintain at Licensee's sole cost and expense the Improvements in the License Area. Once the Improvements are constructed (including landscaping, irrigation, or electrical components, if any), ownership of the Improvements shall vest in the Licensee, and the Licensee shall be required, at its sole cost, to perpetually maintain the Improvements (including, but necessarily limited to, maintenance, irrigation and electricity) to ensure that the Improvements remain in good shape and are ascetically pleasing. In connection with the foregoing, the City specifically consents to the non-exclusive use of the License Area by Licensee to install and maintain such Improvements at Licensee's sole cost. The Licensee specifically acknowledges that this Agreement does not provide exclusive rights to use, maintain, or improve the License Area.

4. Term/Consideration. This Agreement and the Revocable License granted herein shall automatically renew annually, subject to termination as set forth in Section 12 hereof. The consideration to be paid by the Licensee to the City for the License and privilege granted by this Agreement shall be Zero Dollars ($00.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

5. **Non-exclusive license.** This revocable license is not exclusive, and is subject and subordinate to: (a) the right of the City to use the licensed area for any purpose; (b) any existing street utility, drainage or communication facility located in, on, under or upon the License Area; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City and (e) the terms and conditions of this License Agreement.

6. **Environmental Protection.** To the extent such regulations are applicable, Licensee shall not use or permit the use of the License Area for any purpose that may be in violation of any laws pertaining to the health of the environment, including without limitation, the comprehensive environmental response, compensation and liability act of 1980 ("CERCLA"), the resource conservation and recovery act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the License Area will not result in the disposal or other release of any hazardous substance or solid waste on or to the License Area, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the License Area or adjoining the License Area by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. Licensee shall indemnify and hold City harmless against all costs, environmental clean up to the License Area and surrounding the License Area resulting from Licensees' use of the License Area under this License.

7. **Mechanic's liens not permitted.** Licensee shall fully pay all labor and materials used in, on or about the License Area and will not permit or suffer any mechanic's or material man's liens of any nature be affixed against the License Area by reason of any work done or materials furnished to the License Area at Licensee's instance or request.

8. **Duration of License.** This License shall terminate and be of no further force and effect in the event Licensee shall discontinue or abandon the use of the Improvements or in the event Licensee shall remove the Improvements from the License Area or upon termination by City, whichever event first occurs; or, in the event that City abandons the License Area, then this Agreement shall be of no further effect.

9. **Hold Harmless; Relocation.** Licensee agrees to hold the City harmless from and against (a) any financial responsibility for removing or relocating the Improvements, if the City determines, in its sole discretion, that the then-current location of the Improvements will unreasonably prevent the City's use and enjoyment of the License Area, and (b) any damage to the Improvements. In the event the City determines that the Improvements must be removed or relocated from the License Area to allow the City full use and enjoyment of the License Area, the City agrees that, if requested by Licensee, the City will allow the Improvements to be relocated (at Licensee's sole cost

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

and expense) within the License Area if reasonably practicable and to the extent only that such relocation strictly conforms with all provisions of the City's Code of Ordinances.

In the absence of an emergency, the City will provide Licensee written notice of the need to remove the Improvements from the License Area. Licensee shall have thirty (30) days from the date of the written notice to remove the Improvements from the License Area. However, in case of an emergency, which necessitates the immediate removal of the Improvements for access to such public property, the City shall have the right to remove the Improvements and any associated improvements and shall not be responsible for any damages incurred to such Improvements and associated improvements. Licensee shall reimburse City for any costs associated with the removal of the Improvements.

10. Insurance. Licensee shall purchase and maintain during the term of this License Agreement commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this License Agreement, with limits of liability for bodily injury, death and property damage of not less than $1,000,000. Coverage must be on an "occurrence" basis.

Such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Certified copies of all of such policies shall be delivered to the City upon the execution of this License Agreement; provided, however, that the City, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the Owner as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the Owner shall receive written notice of such cancellation, non-renewal or modification.

The City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the City.

11. INDEMNITY. LICENSEE SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF LICENSEE, ITS OFFICERS, EMPLOYEES AND AGENTS UNDER THIS LICENSE AGREEMENT AND ANY ACT OR OMISSION OF THE CITY, SPECIFICALLY INCLUDING THE CITY'S NEGLIGENCE.

THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LICENSE AGREEMENT.

12. Termination. This License may be terminated:

(a) By the City:

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

(i) in the event Licensee fails to comply with any of the terms of this License Agreement within ten (10) days after receipt of notice by Licensee from the City of such failure to comply;

(ii) in the event Licensee discontinues or abandons the use of the public rights-of-way for the purposes set forth herein;

(iii) at any time upon thirty (30) days' written notice by the City to Licensee; or

(iv) at such time as Licensee no longer maintains the Improvements within ten (10) days after receipt of notice by Licensee from the City of such failure to maintain the Improvements.

(b) At any time by Licensee upon thirty (30) days' written notice by Licensee to the City.

(c) At such time as this License may be terminated for any reason whatsoever, City, upon request by City, may cause the Improvements to be removed or relocated on License Area and shall restore such License Area to substantially the condition of the License Area prior to Licensee's installation of the Improvements at Licensee's sole expense.

13. Miscellaneous.

(a) Compliance with laws. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and Licensee's Improvements.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by Licensee without the prior written consent of the City.

(c) Force Majeure. In the event either the City or Licensee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

(d) Notices. Any notice provided for herein shall be given by written instrument, personally delivered or sent by certified mail, return receipt requested, and addressed to:

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

To the City:	To Licensee:
City of Celina, Texas P.O. Box 9010 Celina, Texas 75001	
Attn: City Manager	Attn:

(e) Governing Law; Venue. This License Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this License Agreement are performable in the county where the License Area is located. Venue for any action under this License Agreement shall be in the county where the License Area is located.

(f) Legal Construction. In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the License Agreement, and this License Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this License Agreement.

(g) Entire Agreement. This License Agreement represents the entire and integrated agreement between the City and Licensee relative to the License Area and the License as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This License may not be altered, waived, amended or extended except by an instrument in writing signed by the City and Licensee.

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

(k) Recitals. The recitals to this Agreement are incorporated herein by reference.

(l) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

EXECUTED at Collin County, Texas on the day and year first written above.

CITY OF CELINA, TEXAS	**LICENSEE:**
By:_____ Jason Laumer, City Manager	By:_____ Name: Title:
ATTEST:	ATTEST:
By:_____ City Secretary	By:_____ Name: Title:

Acknowledgement Page Follows

Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by **Jason Laumer**, **City Manager** of the City of Celina, Texas, on behalf of said City.

(SEAL)

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 20__, by _____, **Authorized Representative** of The Trails Baptist Church, on behalf of said entity.

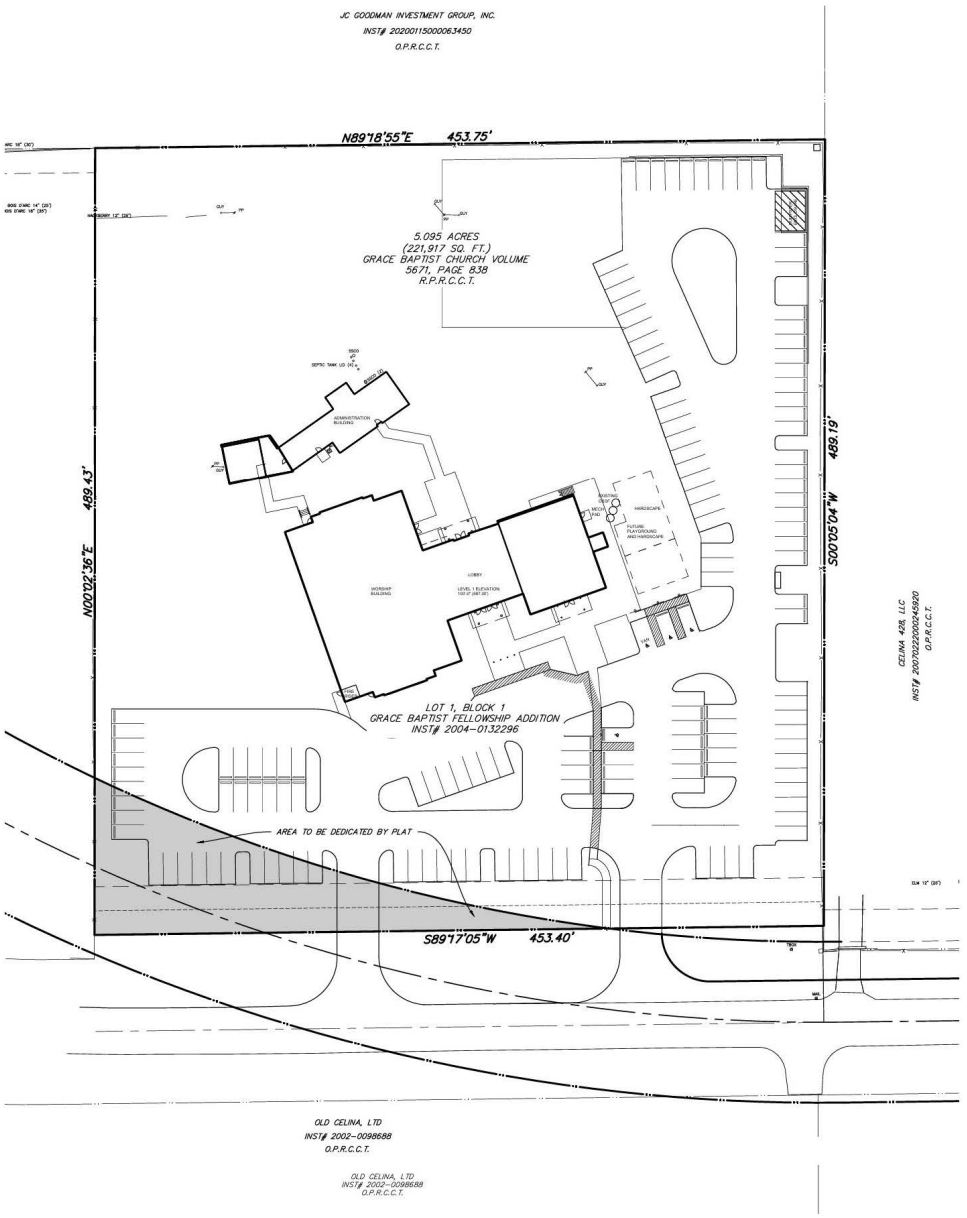
(SEAL)

_____
Notary Public in and for
the State of Texas

After recording, return to:
City Secretary
City of Celina
142 North Ohio Street
Celina, TX 75009

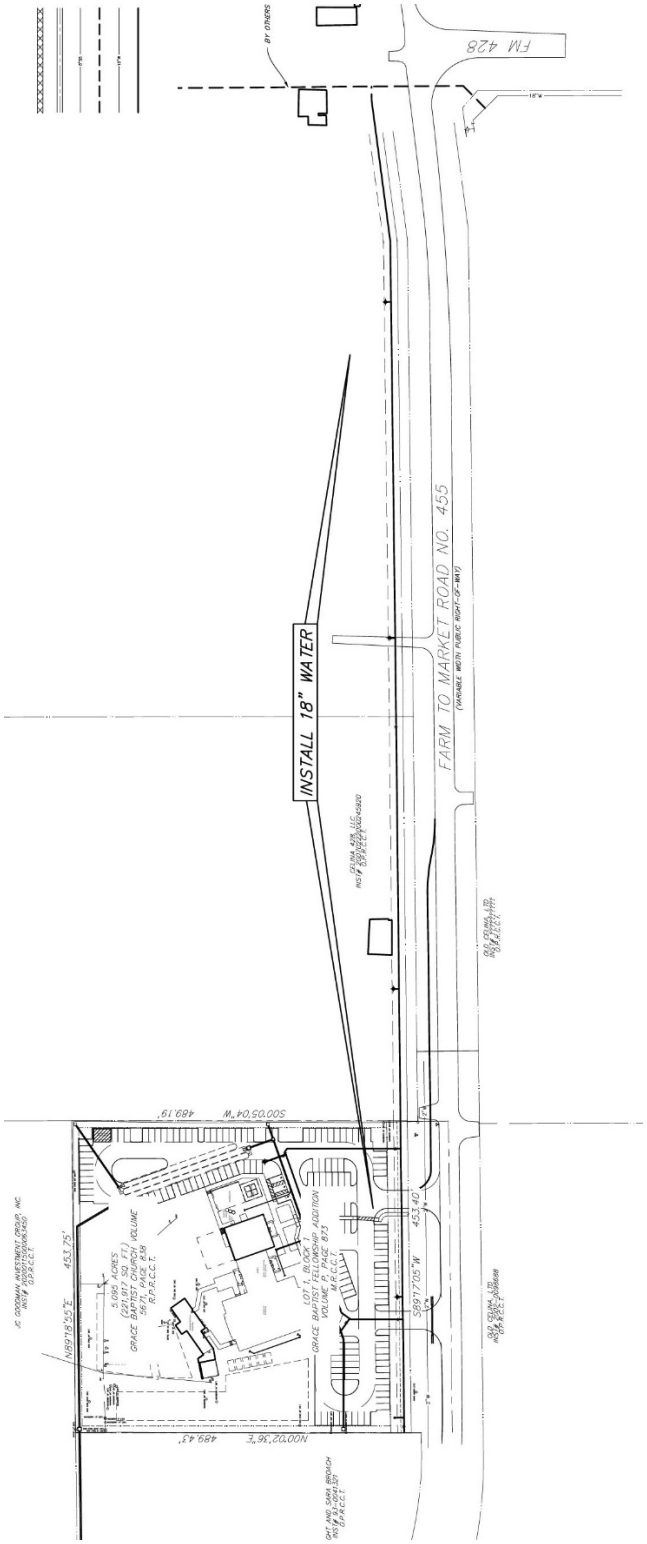
Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

EXHIBIT A



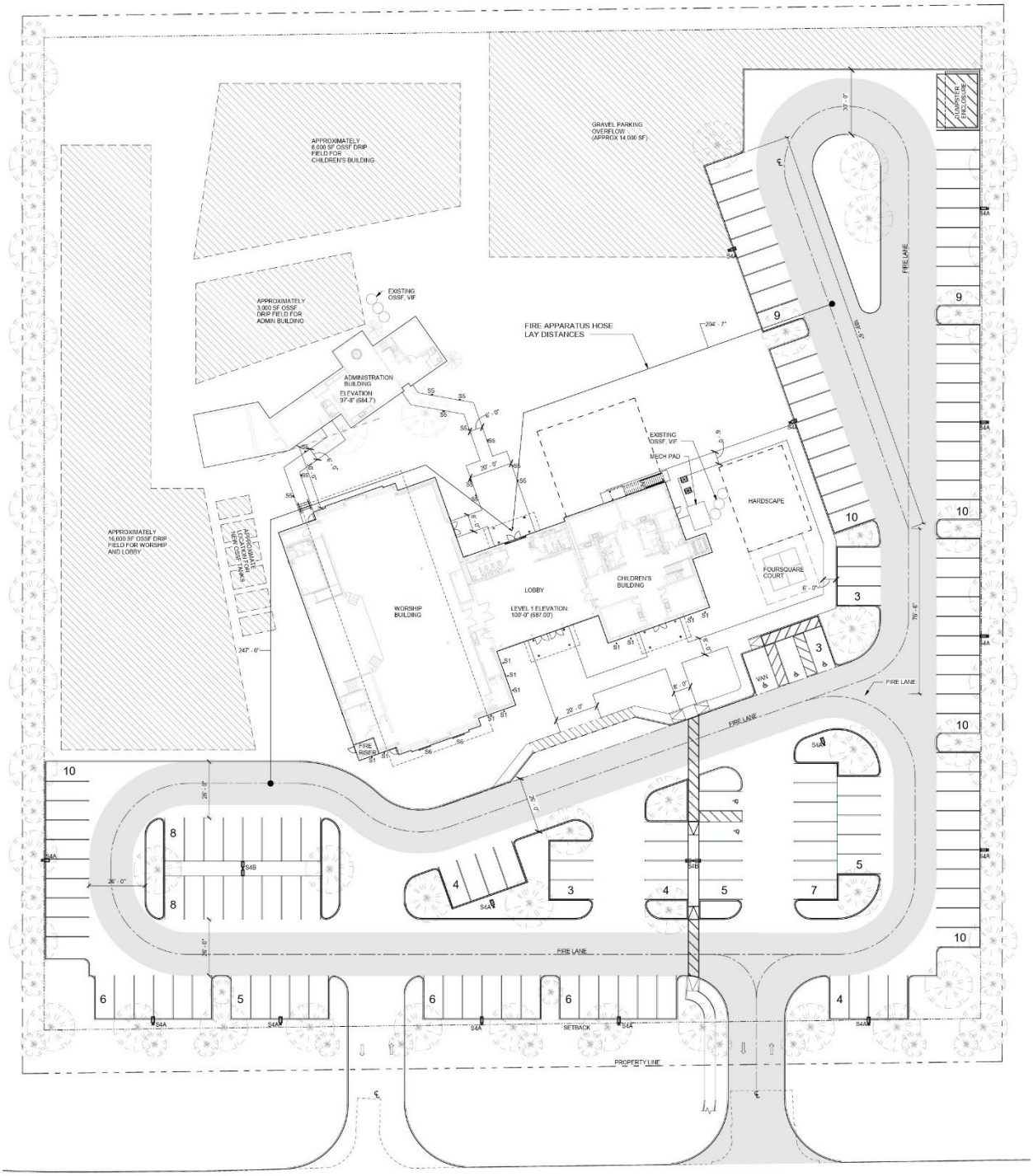
Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

EXHIBIT G
WATER IMPROVEMENTS



Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

EXHIBIT H
WASTEWATER IMPROVEMENTS



Attachment: Draft Development Agreement (Trails Baptist Church – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Director
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: KDD Ranch - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and David Tittle, C. Dianne Fox, and Kim Lee; generally located at the northwest corner of future Celina Parkway and future J. Fred Smith Parkway, within the City Limits. (KDD Ranch – Development Agreement) (McAfee)

Applicant:
The Law Offices of Robert D. Daake, PLLC
P.O. Box 6250
McKinney, TX 75071

Background Information:
The property is approximately 71 acres and within the City Limits. The property owner desires to outline the future zoning of Mixed-Use (MU) and right-of-way dedications for the tract. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

O'BRIEN DR
COUNTY ROAD 946
SANTA FE TRL
OLD PRESTON TRL
N LEGACY DR
THE COWBOY WAY
STEED RD
COX LN
CR 994
COUNTY ROAD 9
W J FRED SMITH PKWY
W FM 455
COUNTY ROAD 57
N CELINA PKWY
COUNTY ROAD 8
MOBBERLY CONNECTOR
FM 455
WALNUT ST
FM 428
S CELINA PKWY
HILLSIDE DR
LAKEVIEW WAY
N FLORIDA DR
PECAN ST
MARYLAND ST
W WALNUT ST
DOLORIS LN
TOLLESON CT
TOLLESON DR
DICKERSON CT
S ALABAMA DR
W OAK S
STEFANIE DR
W ASH ST
BADLANDS TRL
ROCKY MOUNTAIN CT
ASH ST
DERBY CT
S UTAH DR

Legend

- Subject Property
- City Limits
- Roads
- Parcels

KDD Ranch
Location Map
City of Celina

1/27/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (KDD Ranch – Development Agreement)

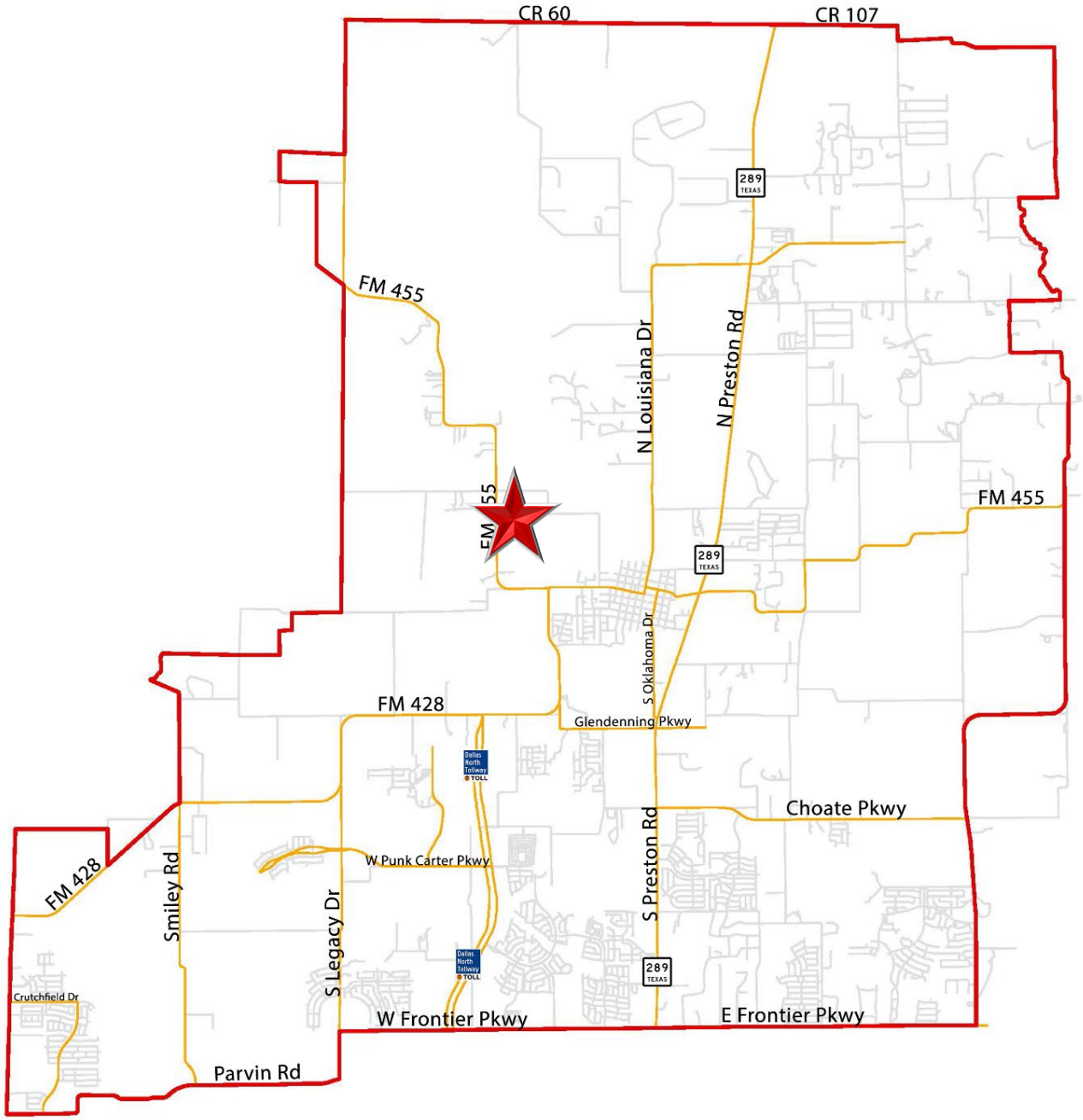
KDD RANCH

Development Agreement

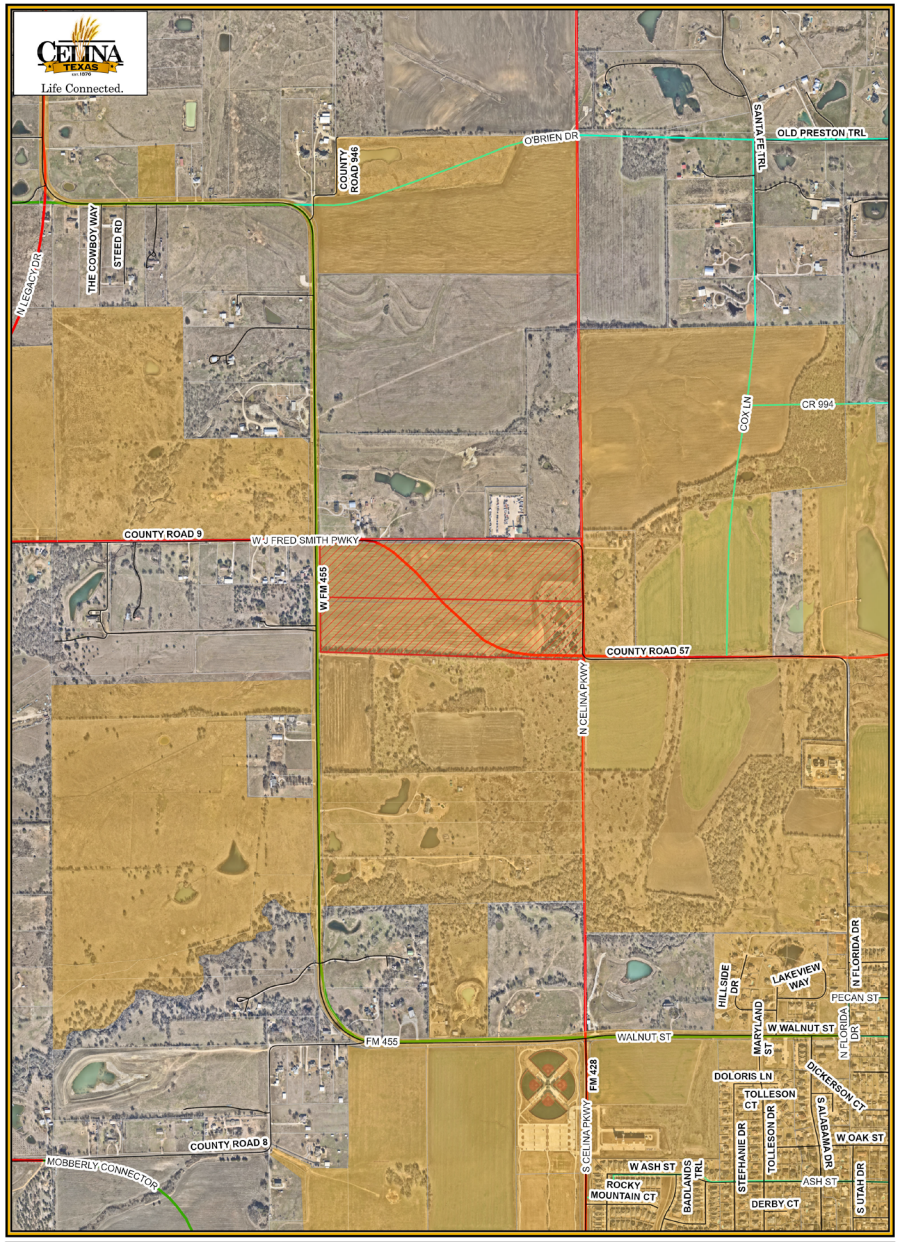
City Council
March 15, 2022



Attachment: Staff Presentation (KDD Ranch – Development Agreement)



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LOCATION MAP

The subject property is generally located along J Fred Smith Parkway, between FM 455 and Celina Parkway

Attachment: Staff Presentation (KDD Ranch – Development Agreement)

BACKGROUND

- The subject property is approximately 71 acres, located within City Limits
- The property is currently zoned both a Planned Development (PD-31) and Commercial (C-2)
- The applicant is proposing a Development Agreement to outline the future zoning (Mixed-Use MU) and right-of-way dedication required for this property

Attachment: Staff Presentation (KDD Ranch – Development Agreement)

PROJECT OVERVIEW

- The applicant will dedicate right-of-way when required
- The project will abide by all zoning standards, including architecture
- The proposed Mixed-Use (MU) zoning would have the following restrictions:
  - C, Commercial, Office, & Retail: Minimum 30%
  - SF-R, Single-Family detached residential uses: Maximum 25%
  - SF-A, Single-Family attached residential uses: Maximum 50%
  - MF-0, Multi-Family Horizontal: Maximum 25%
  - MF-2, Multi-Family Urban Edge: Maximum 50%
  - MF-3, Multi-Family Urban Living: Maximum 60%

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POLICY CONSIDERATIONS

- A recent update to the Master Thoroughfare Plan bisected the subject property with J. Fred Smith Parkway, complicating its ultimate development
- MU zoning is not inappropriate for the intersection of two 6-lane thoroughfares and a 4-lane thoroughfare
- The rights-of-way for J Fred Smith, Celina Parkway, and FM 455 would be dedicated by the property owner at the time the City requests it, which helps accelerate an east/west connection between FM 455 and Preston Road, north of downtown

Attachment: Staff Presentation (KDD Ranch – Development Agreement)

P&Z PUBLIC HEARING

- One person spoke at the public hearing and noted that the Mixed-Use District seemed to allow a variety of land uses

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RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its February 15th regular meeting
- Staff recommends approval of the proposed DA as presented

Attachment: Staff Presentation (KDD Ranch – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between David Tittle, C. Dianne Fox, and Kim Lee (the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

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

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

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

WHEREAS, on the date the City Council of the City (the "City Council") voted to approve this Agreement, Developer owns approximately 67.4696 acres of land, generally located at the southeast corner of FM 455 and County Road 57, which lies entirely within the corporate limits of the City, and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Developer intends to develop the Property as a mixed use planned development with commercial and residential uses (the "Development"); and

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

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements, and building code requirements, except as otherwise provided herein; and

WHEREAS, the Developer intends that the Property will be developed in accordance with a Planned Development District with base zoning of Mixed Use in accordance with the City's Zoning Ordinance (the "Zoning Ordinance"), and that the City Council will consider deviations in the standards of such districts as provided in this Agreement; and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain onsite public improvements to serve the Development; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement.

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

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

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

City is defined in the introductory paragraph.

City Assignee is defined in Section 8.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 8.1(a).

Development is defined in the Recitals.

Effective Date is the date in the introductory paragraph.

End-Buyer is defined in Section 9.1.

Indemnified Party is defined in Section 4.2(a).

Parties means the Developer and the City.

Party means the Developer or the City.

Property is defined in the Recitals.

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

Attachment: Draft Development Agreeement (KDD Ranch – Development Agreement)

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, any Public Infrastructure shall be designed, constructed, and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure.

(b) ROW Dedication and Easements. Developer shall dedicate or convey to the City by final plat, or if needed prior to final platting, then by deed, or separate instrument, when requested by the City, and at no cost to the City (i) any right-of-way necessary for the construction of the portion of J. Fred Smith Parkway that will run through the Property as depicted in the City's Thoroughfare Plan attached hereto as **Exhibit C** and incorporated herein; (ii) any rights-of-way necessary for FM 455 and Celina Parkway (iii) any water or sewer easements needed to complete City water or sewer lines; and (iv) any other right-of-way, thoroughfares, roads, streets, or alleys required by the City Regulations for the Development. Any Public Infrastructure will be installed within easements granted to the City or in the public right-of-way.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of any and all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed, and constructed in compliance with all applicable statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of any and all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations unless otherwise provided in this Agreement.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of any Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall thereafter be owned and maintained by the City.

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs, or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs, or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Operation and Maintenance.

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

(b) Upon inspection, approval, and acceptance of any roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) The Development shall be subject to the applicable City Regulations.

(c) Building permits and certificates of occupancy shall be required for improvements on the Property using the procedures and standards contained in the City Regulations. Permits will not be used for permit applications that do not comply with the terms of this Agreement. The City will not be held liable for reasonably withholding permits under this Section.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

Attachment: Draft Development Agreeement (KDD Ranch – Development Agreement)

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the City to consider the zoning of the Property provided herein, Developer has consented to and requested, and the Parties agree, that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the Zoning Ordinance and in other City ordinances, all as subsequently amended, all apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install, or caused to be installed, within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second to the development with each individual residence's speed being determined by the internet service provider thereafter. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees. Development of any portion of the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations on developments located in the corporate limits of the City.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE;

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(IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO REPRESENT THE CITY'S INTEREST, WITH SAID COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF TEN (10) YEARS AFTER THE DATE OF TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

Unless otherwise and specifically stipulated herein, the term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

ARTICLE VI
ZONING

6.1 Zoning of Property. The Parties agree that this Agreement memorializes the plan for the Development. The City shall consider zoning the Property as Planned Development District with base zoning of Mixed-Use (MU), according to the Zoning Ordinance, except for the land use mix standards provided as follows: (i) C, commercial, office, & retail: Minimum thirty percent (30%); (ii) SF-R, single-family detached residential uses: Maximum twenty-five percent (25%); (iii) SF-A, single-family attached residential uses: Maximum fifty percent (50%); (iv) MF-0, multifamily horizontal: Maximum twenty-five (25%); (v) multifamily urban edge: Maximum fifty percent (50%); (vi) MF-3, multifamily urban living: Maximum sixty percent (60%). Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

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

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

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Developer to Successors.

(a) The Developer has the right from time to time without the consent or approval of the City, but upon prior written notice to the City, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (a "Developer Assignee") that (i) is or will become an owner of any portion of the

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Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from its contractual obligations herein and from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an intentional act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided,

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however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

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

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

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ARTICLE IX
RECORDATION AND ESTOPPEL CERTIFICATES

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

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

ARTICLE X
ADDITIONAL PROVISIONS

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

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

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, Texas 75009 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Developer:	David Tittle 1532 Brook Lane Celina, Texas 75009 davidnnn@att.net
With a copy to:	The Law Offices of Robert D. Daake, PLLC Attn: Rob Daake PO Box 6250 McKinney, Texas 75071 TEL: (469) 667-4608

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

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

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

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

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

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

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

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

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

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	J. Fred Smith Parkway

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

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

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

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

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

10.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the From 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

10.18 Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with an underwriter and exists to make a profit. To the extent that this section becomes applicable, Developer and City expressly agree that sub-contactors are excluded from the above-described definition of "affiliate."

10.19 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least $100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

1. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with an underwriter and exists to make a profit. To the extent that this section becomes applicable, Developer and City expressly agree that sub-contactors are excluded from the above described definition of "affiliate".

10.20 Certifications Regarding Terrorist Organizations and Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Developer hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Developer and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the appliable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification for Section , "boycott Israel" shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with an underwriter and exists to make a profit. To the extent that this section becomes applicable, Developer and City expressly agree that sub-contactors are excluded from the above-described definition of "affiliate".

10.21 Required cyber-security training. To the extent that Developer, including its subcontractors, officers, or employees, will have access to the City's computer system or database, then Section 2054.5192, Texas Government Code requires the Contractor and its subcontractors, officers, or employees to complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the City. The cybersecurity training program must be completed by Developer and its subcontractors, officers, or employees during the term and any renewal period of the contract.

[signatures on following pages]

Attachment: Draft Development Agreeement (KDD Ranch – Development Agreement)

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2022.

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
_____, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

DEVELOPER 1: DAVID TITTLE

By: _____
Name: David Tittle
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2022, by, David Tittle, owner of said Property.

_____
Notary Public in and for the State of TEXAS

DEVELOPER 2: C. DIANNE FOX

By: _____
Name: C. Dianne Fox
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2022, by, David Tittle, owner of said Property.

_____
Notary Public in and for the State of TEXAS

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

DEVELOPER 3: KIM LEE

By: _____
Name: Kim Lee
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2022, by, Kim Lee, owner of said Property.

_____
Notary Public in and for the State of TEXAS

Attachment: Draft Development Agreeement (KDD Ranch – Development Agreement)

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Tract 1:
A tract or parcel of land situated in the Benjamin Brewton Survey, Abstract No. 125 in Collin County, Texas, and being part of the 70.408 acres tract described in the deed to Cathy Sagnibene Apple and Frances Sagnibene Donaldson dated December 2, 1994 and recorded as Document No. 94-0107436 in the Collin County Deed Records, and being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod at the northwest corner of said 70.408 acres tract and the southwest corner of the 2.00 acres tract described in the deed to David T. Stone and wife Kimberly Stone recorded in Volume 2364 Page 418 in the Collin County Deed Records, said iron rod being at the intersection of the 1.156 acres tract described in the deed to the State of Texas recorded in Volume 415 Page 281 in the Collin County Deed Records and also the southeast corner of the 1.092 acre tract described in the deed to the State of Texas recorded in Volume 415 Page 341 in the Collin County Deed Records, and being more particularly described as follows:

THENCE south 89° 34' 11" East 701.01 feet along the north line of said Collin County Road No. 57 and along the south side of said 2.00 acres tract to a found pipe fence corner post;

THENCE North 89° 44' 13" East 1378.92 feet continuing along the north line of said Collin County. Road No 57 and along the south side of the 49.911 acres tract described in the deed to J.T. Stone and wife Billie Stone recorded in Volume 645 Page 600 in the Collin County Deed Records, to a found pipe fence corner post;

THENCE North 89° 58' 16" East 531.12 feet continuing along the north line of said Collin County Road No. 57 and along the south side of the 25.017 acres tract described in the inheritance to Billie Louise Stone dated July 23, 1990 and filed in Probate Records 90-208 in the Collin County Clerk's Office, to a found pipe fence corner post;

THENCE South 01° 03' 28" East 630.89 feet along the east side of said Brewton Survey and in said County Road No. 57 and along the west side of the 80 acres tract described in the deed to Marvin L. Bull dated August 15, 1950 and recorded in Volume 418 Page 300 in the Collin County Deed Records, to a set 1/2-inch iron rod;

THENCE North 89° 03' 10" West 2618.88 feet to a set 1/2-inch iron rod;

THENCE North 00° 17' 02" West 98.64 feet along the east line of said FM 455 to a set 1/2-inch iron rod;

THENCE North 00° 26' 01" West 487.54 feet continuing along the east line of said FM 455 to the Point of Beginning and containing 36.3854 acres of land more or less.

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

TRACT 2:
A tract of parcel of land situated in the Benjamin Brewton Survey, Abstract No. 125, in Collin County, Texas, and being part of the 70.408 acres tract described in the deed to Cathy Sagnibene Apple and Frances Sagnibene Donaldson dated December 2, 1994 and recorded as Document No. 94-0107436 in the Collin County Deed Records, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod at the northwest corner of said 70.408 acres tract and the southwest corner of the 2.00 acres tract described in the deed to David T. Stone and wife Kimberly Stone recorded in Volume 2364 Page 418 in the Collin County Deed Records, said iron rod being at the intersection of the north line of Collin County Road No. 57 and the east line of FM 455, said iron rod also being at the northeast corner of the 1.156 acres tract described in the deed to the State of Texas recorded in Volume 415 Page 281 in the Collin County Deed Records and also the southeast corner of the 1.092 acre tract described in the deed to the State of Texas recorded in. Volume 415 Page 341 in the Collin County Deed Records, and being more particularly described as follows:

THENCE South 00° 26' 01" East 487.53 feet along the east line of FM 455 to a set 1/2-inch iron rod;

THENCE South 00° 17' 02" East 98.64 feet continuing along the east line of FM 455 to a set 1/2-inch iron rod for the POINT OF BEGINNING;

THENCE South 89° 03' 10" East 2618.88 feet to a set 1/2-inch iron rod;

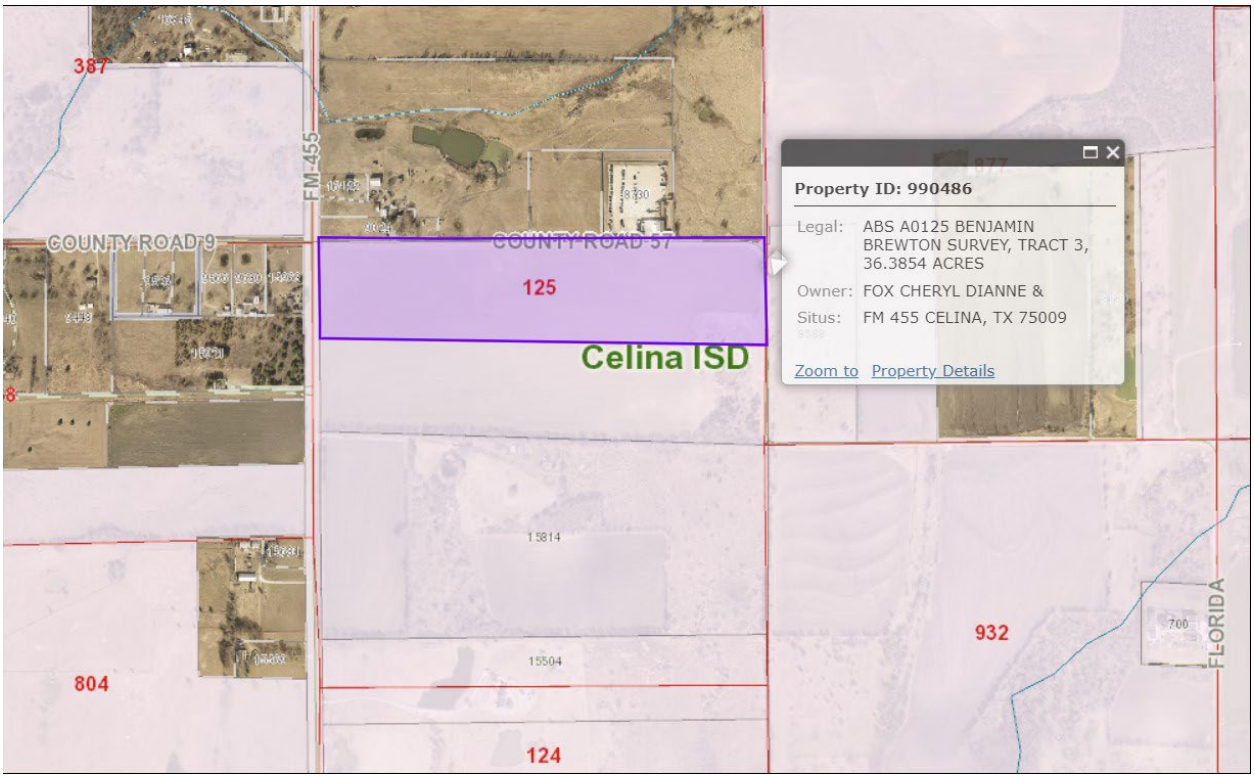
THENCE South 01° 03' 28" East 583.36 feet along the east side of said Brewton Survey and in said County Road No. 57 and along the west side of the 80 acres tract described in the deed to Marvin L. Bull dated August 15, 1950 and recorded in Volume 418 Page 300 in the Collin County Deed Records, to a found 3/4-inch iron rod;

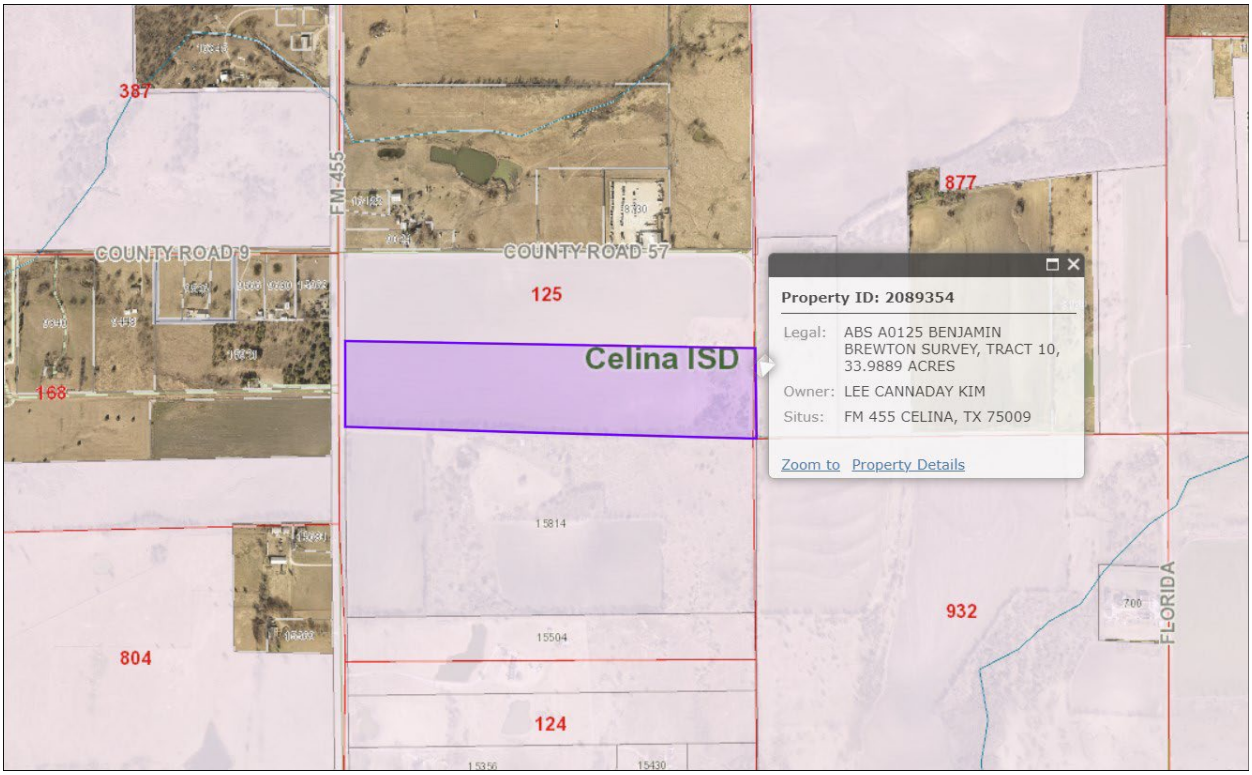
THENCE North 88° 14' 48" West 2627.82 feet along the north side of the 69.959 acres tract described in the deed to John W. Rayburn, Inc. dated December 12, 1991 and recorded as Document #91-0069694 in the Collin County Deed Records to a found 3-4-inch iron rod;

THENCE North 00° 17' 02" West 546.16 feet along the east line of said FM 455 to the Point of Beginning and containing 33.9889 acres of land more or less.

Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

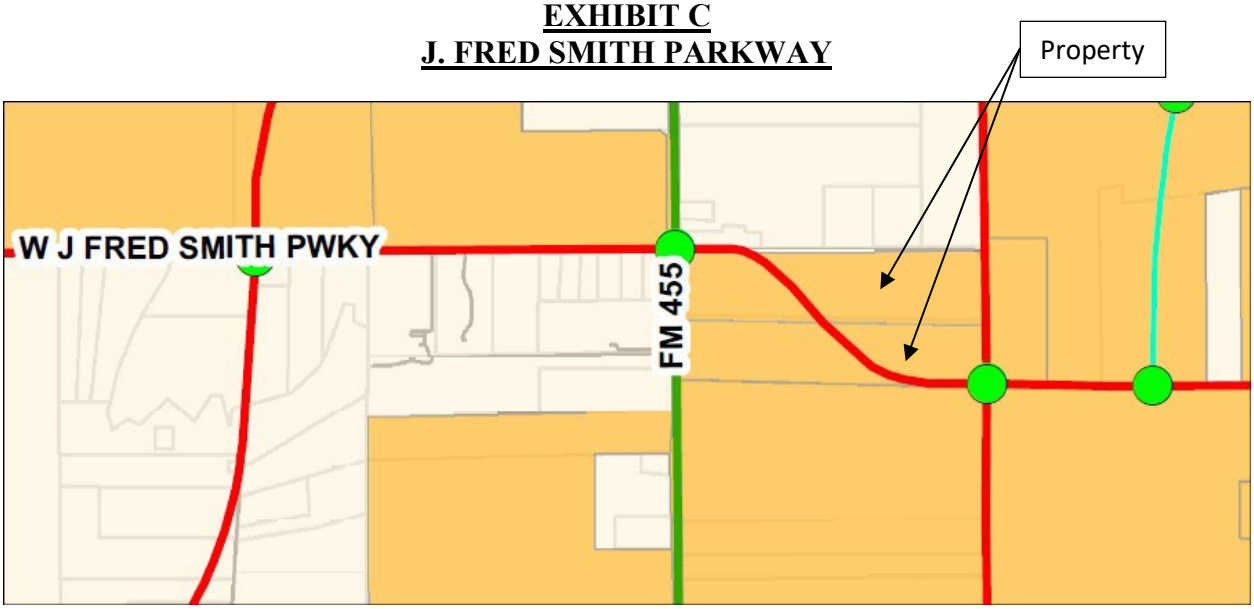
EXHIBIT B
DEPICTION OF THE PROPERTY





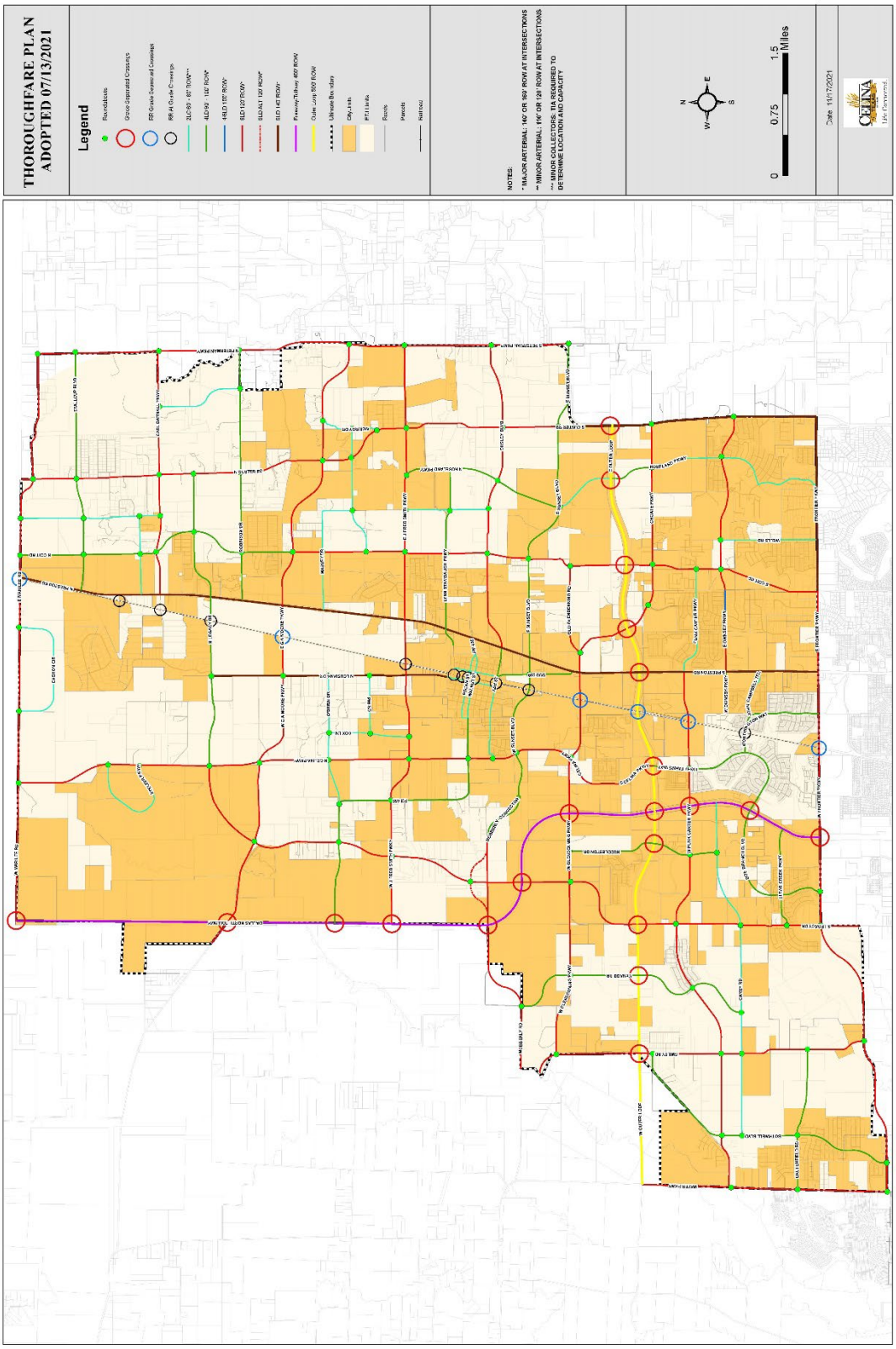
Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

EXHIBIT C
J. FRED SMITH PARKWAY



(the above depiction is a part of the City's Master Thoroughfare Plan attached below)

Attachment: Draft Development Agreeement (KDD Ranch – Development Agreement)



Attachment: Draft Development Agreement (KDD Ranch – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re: Hubbard Trust - Development Agreement

Action Requested:
Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and Moses and Mary Jane Hubbard Trust C/O Board of Trustees (Trustees) (C/O Stephen Robinson, Secretary of the Board); generally located at the northwest corner of Preston Road and future G. A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Hubbard Trust – Development Agreement) (McAfee)

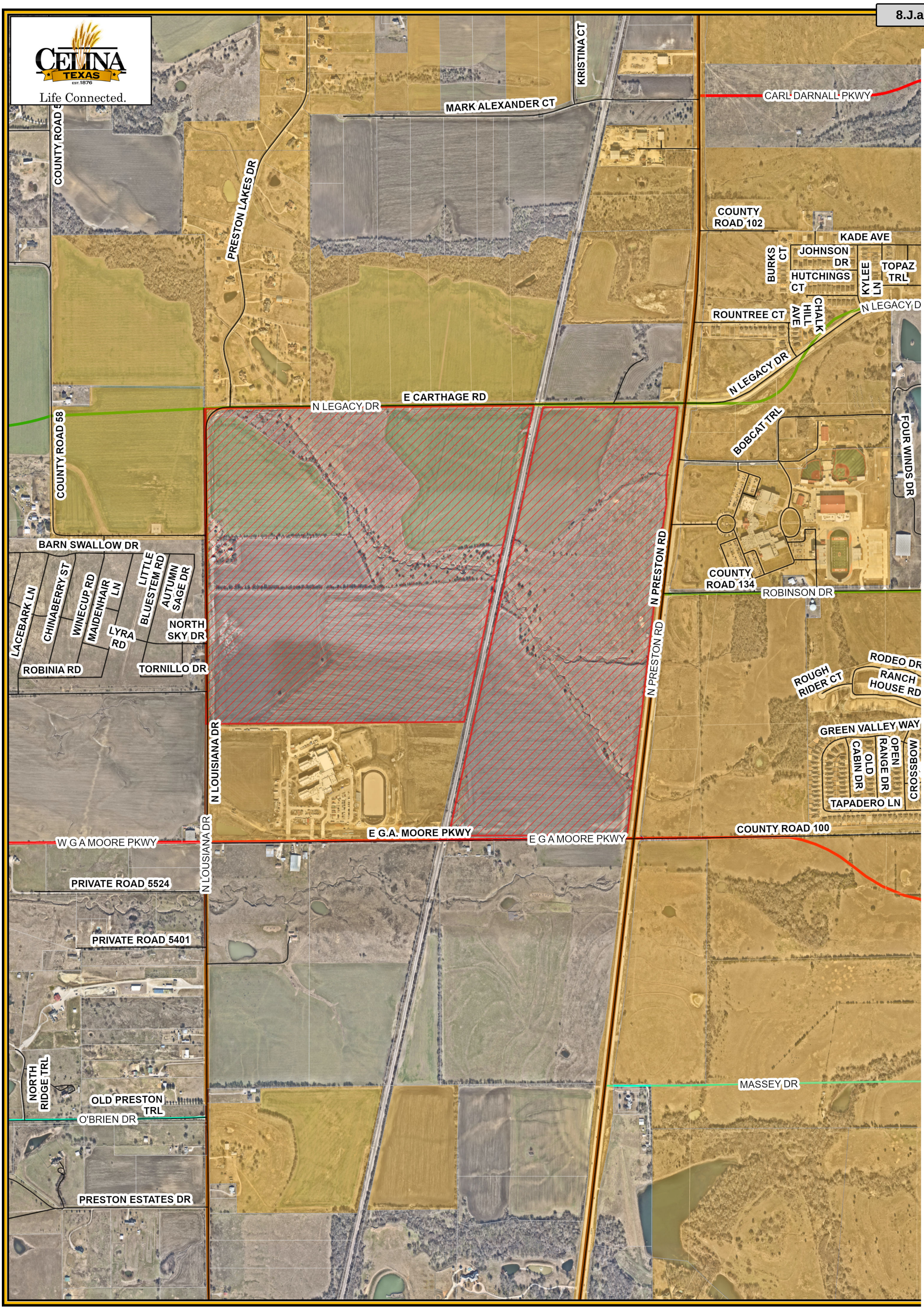
Applicant:
KFM Engineering & Design
3501 Olympus Blvd., Ste. 100
Coppell, TX 75019

Background Information:
The property is approximately 427 acres and within the Extraterritorial Jurisdiction (ETJ). The property owner desires to outline the future annexation and zoning of the tract for a new master planned development. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Development Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Hubbard Tract Location Map

City of Celina

1/27/2022

N W E S

0 500 1,000 Feet

Attachment: Location Map (Hubbard Trust – Development Agreement)

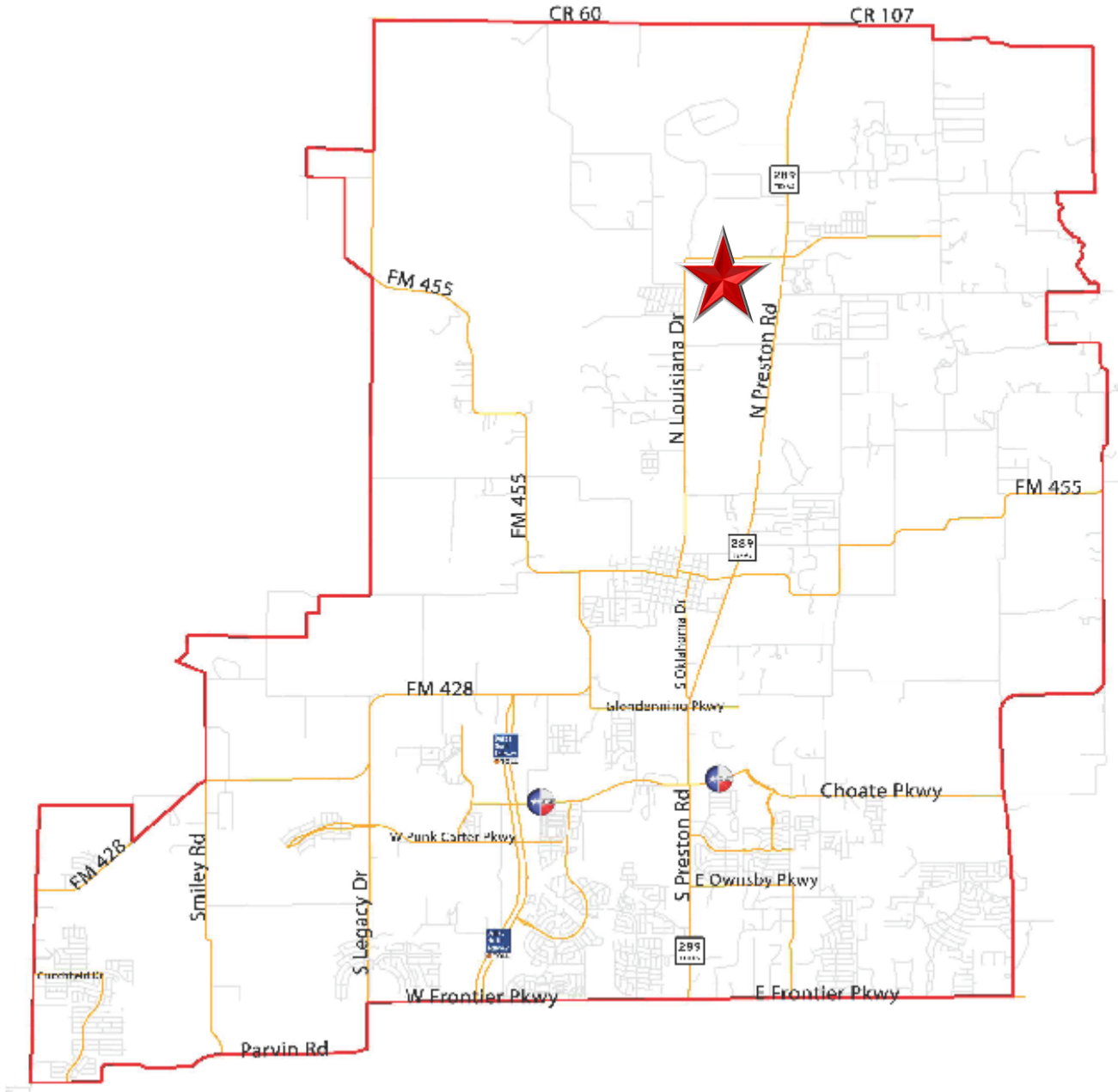
HUBBARD TRUST

Development Agreement

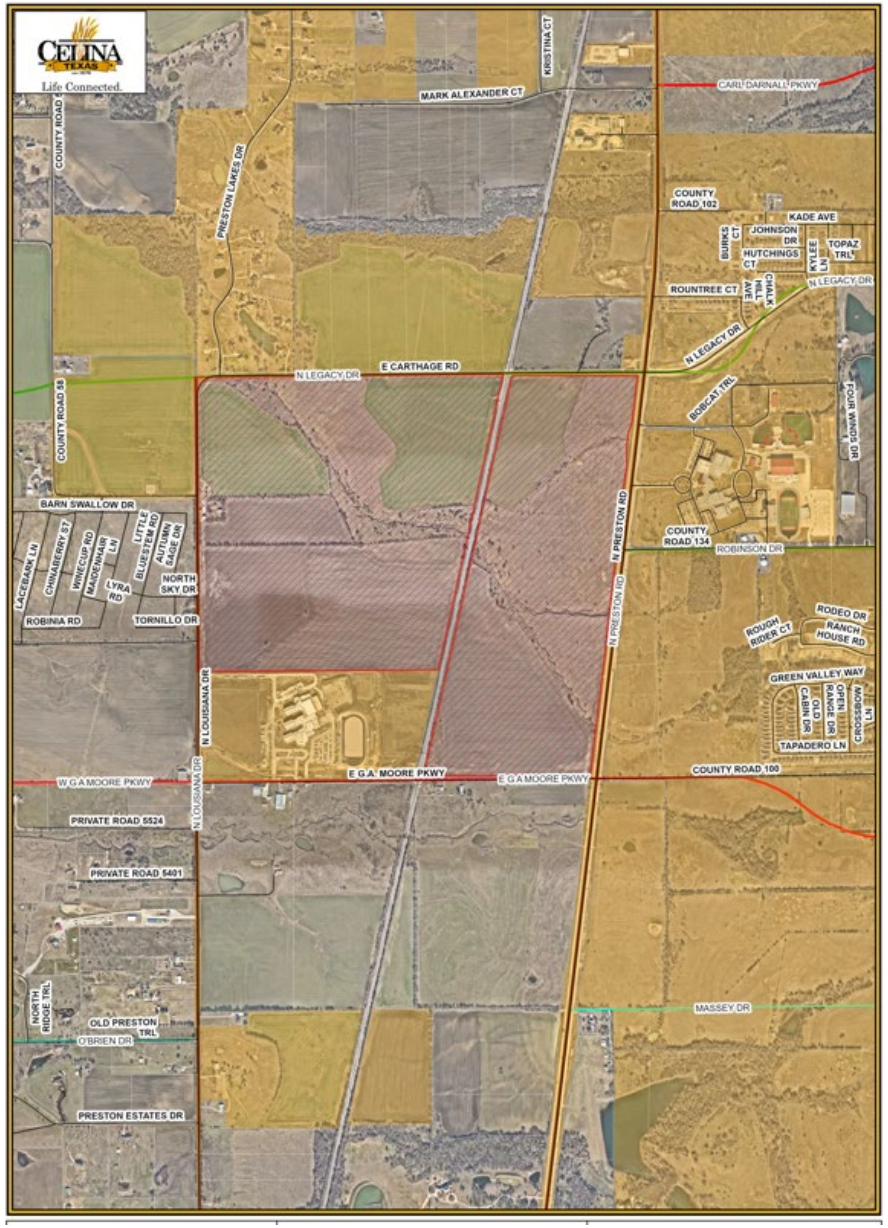
City Council
March 15, 2022



Attachment: Staff Presentation (Hubbard Trust – Development Agreement)



Attachment: Staff Presentation (Hubbard Trust – Development Agreement)



LOCATION MAP

The subject property is generally located at the northwest corner of Preston Road and future G. A. Moore Parkway.

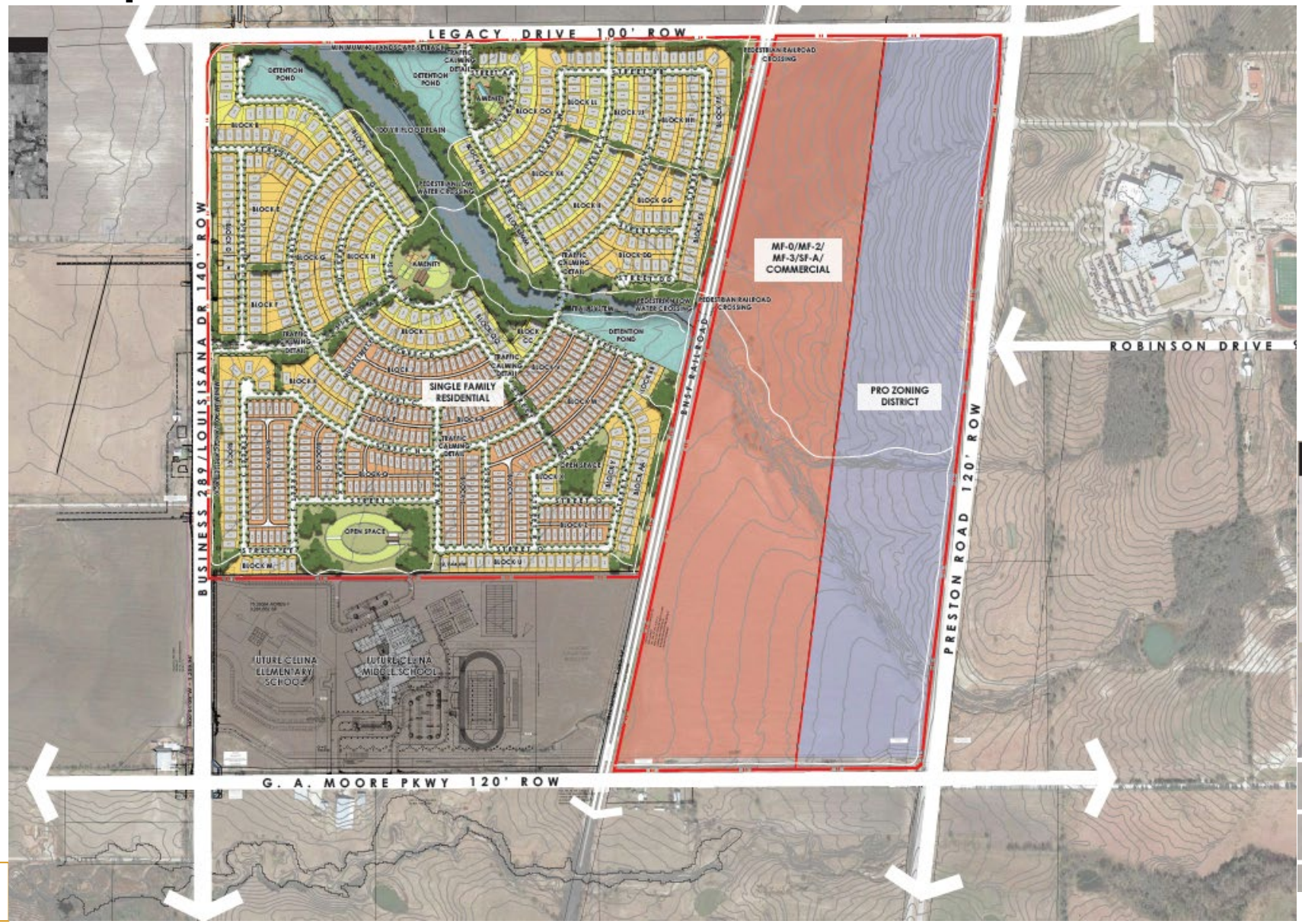
Attachment: Staff Presentation (Hubbard Trust – Development Agreement)

BACKGROUND

- The Hubbard Trust property is approximately 427 acres, located in the Extraterritorial Jurisdiction (ETJ)
- The property owner desires to outline the future annexation and zoning that will apply to the tracts through a Development Agreement with the City
- Development of the new middle and elementary schools require annexation and zoning of the parent tract (subject property)

Attachment: Staff Presentation (Hubbard Trust – Development Agreement)

Concept Plan



SFR LOT MIX

- 40'x115' - ±310 LOTS - 40%
- 55'x125' - ±346 LOTS - 45%
- 60'x125' - ±108 LOTS - 15%

TOTAL - ±766 LOTS

ZONING ACREAGE

SINGLE FAMILY RESIDENTIAL	±231.8 AC
MF-0/MF-2/MF-3/SF-A/ COMMERCIAL	±93.1 AC
PRO ZONING DISTRICT	±77.4 AC

Attachment: Staff Presentation (Hubbard Trust – Development Agreement)

AGREEMENT OVERVIEW

- The Development Agreement proposes annexation and zoning for the 427 acres, which is currently undeveloped
- Applicant will dedicate an 8.5 acre public sports field adjacent to the CISD campus
- Multiple amenity centers within the neighborhood
- Adherence to the Neighborhood Vision Book
- Trails will include 8' and 12' trails as well as substantial open spaces

Attachment: Staff Presentation (Hubbard Trust – Development Agreement)

LOT MIX OVERVIEW

Neighborhood Tract (west of BNSF):

- 60s - minimum 10%
- 40s – maximum 40%
- 55s - flexible
- Lots less than 55’ in width require an alley

Attachment: Staff Presentation (Hubbard Trust – Development Agreement)

LAND USE OVERVIEW

Commercial Tract:

- The first 750' parallel to Preston Road is reserved for Commercial, Office, & Retail (C) land uses
- The first gas station (and any gas station associated with a big box) does not require an SUP

Flex Tract (750' to 1,500' deep off Preston):

- Allows for unlimited Commercial development
- 300 Townhome units (maximum)
- 1,200 units of MF-2 or MF-3
- 300 units of MF-0 **(maximum)**

Attachment: Staff Presentation (Hubbard Trust – Development Agreement)

POLICY CONSIDERATIONS

- The DA brings an additional 427 acres into the City Limits
- City standards apply (architecture, landscape, etc.)
- Diverse lot mix & housing types, per the Comprehensive Plan
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- The Preston Road corridor is preserved for higher value development
- The Master Thoroughfare Plan accommodates the proposed future development

Attachment: Staff Presentation (Hubbard Trust – Development Agreement)

P&Z PUBLIC HEARING

- A representative of the Hubbard Trust spoke at the meeting explaining what the trust is, what the objectives of the trust are, and how the trust operates
- Two residents expressed concerns regarding traffic impacts of new development

Attachment: Staff Presentation (Hubbard Trust – Development Agreement)

RECOMMENDATION

- The Planning & Zoning Commission recommended approval of the request with a vote of 5-1 (with Commissioner Clark being the dissenting vote) at its February 15th regular meeting
- Staff recommends approval of the zoning as presented

Attachment: Staff Presentation (Hubbard Trust – Development Agreement)

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Moses and Mary Jane Hubbard Trust C/O Board of Trustees (Trustees) (C/O Stephen Robinson, Secretary of the Board) (the "Owner") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

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

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

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

WHEREAS, on the date the City Council voted to approve this Agreement, the Owner owns approximately 426.71 acres of land, generally located at the southeast corner of Business 289/Louisiana Drive and Legacy Drive, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Owner intends for this Agreement to run with the land and be binding on the future owners of the Property; and

WHEREAS, the Owner intends to sell the Property, prior to development, to a developer who will develop the Property as a planned development with residential and commercial uses (the "Development"); and

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

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan"), the development standards attached hereto as **Exhibit D** (the "Development Standards"), and parks and open space improvements attached herein as **Exhibit E-1** and trail improvements attached herein as **Exhibit E-2**; and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

Attachment: Draft Development Agreement (Hubbard Trust – Development Agreement)

WHEREAS, in consideration of the Owner agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the Property is located within an area for which CCN No. 10150 has been granted to Marilee Special Utility District ("Marilee SUD") for providing retail water service; and

WHEREAS, the Owner has agreed, at Owner's sole cost and expense, to pay to the City the cost owed to Marilee SUD or decertify the Property from the Marilee SUD CCN; and

WHEREAS, the City holds the certificate of convenience and necessity (the "CCN") to provide retail wastewater service to the Property, and

WHEREAS, the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Trustees to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements. Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"), as amended; and

WHEREAS, the City and the Owner agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that Owner execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below; and

Attachment: Draft Development Agreement (Hubbard Trust – Development Agreement)

WHEREAS, the Owner and/or previous owners of the Property entered into a Chapter 43 Texas Local Government Code Development Agreement (the "Chapter 43 Agreement") with the City, filed and recorded as Document No. 20100916000989030 in Collin County Real Property Records on September 16, 2010, governing the use and development of the Property while it is in the ETJ; and

WHEREAS, the Parties do not intend for the Chapter 43 Agreement to be apply to the Property, the Owner, or the Owner's successors and assigns, and intend for the Chapter 43 Agreement to be null and void upon filing of this Agreement in the Collin County Real Property Records.

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

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 7.3(a).

CCN means certificate of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

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

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

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Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Marilee SUD is defined in the Recitals.

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 9.1(a).

Parks and Open Space Improvements is the plan shown in **Exhibit E-1**.

Parties means the Owner and the City.

Party means the Owner or the City.

Petition Property is defined in Section 6.1.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements. Roadway Improvements is defined in Section 2.1(c) and depicted in **Exhibit C**.

ROW Dedication is the plan shown in **Exhibit C-1**.

Trail Improvements is the plan shown in **Exhibit E-2**.

Attachment: Draft Development Agreement (Hubbard Trust – Development Agreement)

TxDOT means Texas Department of Transportation.

Water Improvements is defined in Section 2.1(d) and described and depicted on **Exhibit G**.

Wastewater Improvements is defined in Section 2.1(e) and described and depicted in **Exhibit H**.

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Owner in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Owner shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, alleys, and bridge over BNSF Railroad. The Owner shall dedicate right-of-way needed for the final bridge overpass on G.A. Moore Parkway at the railroad crossing as shown in **Exhibit C-1**, but with the exact locations to be finally determined by the City's engineer.

(c) Roadway Improvements by Owner. As required by the City Regulations and as depicted on **Exhibit C**, the Owner shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development.

(2) The Owner will not have the responsibility to design/construct off-site roadways adjacent to the Development (i.e., G.A. Moore, 289/Louisiana, Legacy Road or Preston Road).

(d) Water Improvements by Owner. As required by the City Regulations and as depicted on **Exhibit G**, Owner shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Water Improvements"):

Attachment: Draft Development Agreement (Hubbard Trust – Development Agreement)

(1) All water Onsite Public Improvements required by the City Regulations and needed to serve the Development.

(e) Wastewater Improvements by Owner. As required by the City Regulations and as depicted on **Exhibit H**, Owner shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Wastewater Improvements"):

(1) All wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the applicable City Regulations.

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2.3 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Trustees shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

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

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

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(b) The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement. The Concept Plan may function as a preliminary plat.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Trustees ~~Developer~~ may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital recovery fees being reduced and impact fees being waived for the Property, the Owner has consented to and requested, and the Parties agree, that* ***Exhibit D****, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Owner shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second.

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Once installed, the Owner shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

3.6 Amenity Centers. The Owner shall construct the amenity centers described on **Exhibit D.** Completion of the amenity centers by the Owner shall be evidenced by a certificate of occupancy from the City. Construction of the first amenity center shall commence prior to the issuance of the 100th building permit for a single family home within the Development. Construction of the second amenity center shall commence prior to the issuance of the 500th building permit for single family home within the Development.

3.7 Dedications for Public Park and Open Space. The Owner shall dedicate a minimum of 8.50 acres for park land on the southern portion of the Development adjacent to the Celina Independent School District campus. At least 20% of the Property shall be developed as open space. The parks, open space, and trails will be developed in phases in accordance with **Exhibit E-1 and E-2** when the adjacent phase of development is final platted, except that construction of the 8.50 acre park shall commence prior to the issuance of the 100th single family dwelling building permit in the Development. Park land and open space areas shall be maintained by a homeowners' association, but shall be open to the public (excluding amenity centers, which shall be private). Open space shall be in conformance with the City's Neighborhood Vision Book. The Owner agrees to construct, donate and dedicate, at no cost to the City, at least four (4) of the following, as generally depicted in **Exhibit E-1 and E-2**, at mutually agreed upon locations:

(1) Dog park,

(2) Playgrounds,

(3) Frisbee golf,

(4) Fire pits, grills and nearby sitting areas,

(5) Swimming pool, and

(6) Fitness stations.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Residential Fees Altered. Except as specifically described below, the Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways and other capital recovery fees shall be charged for single-family development against the Property other than: (i) park fees in an amount not exceeding $1,500 per residential dwelling unit; (ii) technology fees in an amount not to exceed $500 per residential dwelling unit; (iii) roadway capital fees of $6,600

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per residential dwelling unit; (iv) water capital fees of $2,500 per residential dwelling unit; and (v) wastewater capital fees of $2,500 per residential dwelling unit. Roadway, water, and wastewater capital fees shall each escalate by an additional $500 per single family residential dwelling unit upon reaching the five-year anniversary of the Effective Date, and again upon the next succeeding ten-year anniversary. All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot.

(b) Commercial and Multifamily Fees. The Property will be subject to those fees and charges that are applicable at the time of building permit for the commercial and multifamily portions of the Development that are charged pursuant to City Regulations. In addition, as consideration for Section 2.1(c)(2) above, a capital recovery fee of $1,500 per multifamily unit shall be charged at the time of building permit (which fee is in addition to all other fees, including but not limited to roadway impact fees).

(c) Park Fees in Lieu of Dedication. Park fees in lieu of dedication shall be paid at time of platting.

(d) Public Education Support. The Owner requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, the Owner agrees to cause the homeowner's association that the Owner intends to create over all or some of the Property (which will initially be controlled by the Owner) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit I**, at the first/organization meeting of said association. In addition, when the Owner creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit I**.

(e) CCN Acquisition Costs. The Parties agree that the City will be the ultimate retail water service provider to the Property. Before the City accepts the Phase I infrastructure, for any portion of the Property located in the water CCN of Marilee SUD, the Owner shall (1) pay to the City the cost that will be owed by the City to the Marilee SUD pursuant to that certain Full and Final Settlement and Release dated April 24, 2001, as subsequently amended, or another amount negotiated by City, or (2) decertify the Property Marilee SUD's CCN, at the Owner's sole cost, so that the City may add the Property to a City CCN. The Parties agree that no final plat shall be recorded until the Owner has fulfilled the payment or decertification requirement in this paragraph.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER;

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(III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST THE OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF THE OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF THE OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. THE OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND THE OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNCIL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

4.3 THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

Attachment: Draft Development Agreement (Hubbard Trust – Development Agreement)

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE OWNER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

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ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, the Owner agrees to (a) submit a voluntary annexation petition for the ETJ Property, or (b) if requested by the City, sign a petition for annexation that may contain additional acres (collectively, the "Petition Property"). The Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the ETJ Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, the Owner shall execute another voluntary annexation petition for the Petition Property and/or ETJ Property, within ten (10) days of being requested to do so. The Owner acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with the Owner and to create a PID.

6.2 Zoning of Property. While the Parties expressly acknowledge that the ETJ Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the ETJ Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Owner, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(a) A PID creation petition for the Property has been submitted by the Owner to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phases and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Owner, one or more of the following: (i) annual payments by the City to the Owner of PID assessments not pledged to the

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repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $60,000,000.00.

(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The Owner determine the PID Project Costs, and the City will prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Owner to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 3 to 1 value to lien ratio and/or the deposit of cash to the trust estate

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for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 Emergency Siren and Wastewater Lines. In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID Bonds for any part of the Development, the Owner agrees to pay the City simultaneously with:

(a) the closing and funding of the second issuance of PID Bonds, a fee in the amount of $55,000 to be used by the City to purchase and install one emergency warning siren; and

(b) The closing and funding of the first and second issuance of PID bonds, a fee per issuance in the amount of $750,000 each, and the closing and funding of the third bond sale, a fee in the amount to $500,000 to be used for oversizing the gravity sewer water lines.

7.3 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Owner shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Owner and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Owner, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Owner, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Owner, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

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(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Owner from lawfully available and otherwise unencumbered funds.

7.4 PID Notices. When selling any of the Property after the PID is created, the Owner shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Owner shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

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

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

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Owner to Successors.

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(a) The Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner and becomes an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by the Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Owner shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that

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the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Collateral Assignments. The Owner and Owners Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

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

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or

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interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE X
RECORDATION AND ESTOPPEL CERTIFICATES

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

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

ARTICLE XI
ADDITIONAL PROVISIONS

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

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

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To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, Texas 75009 E-mail: jlaumer@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Trustees :	Moses and Mary Jane Hubbard Trust C/O Stephen Robinson The Hubbard Trust 10401 County Road 58 Celina, Texas E-mail: robinsonfarm1879@gmail.com
With a copy to:	Jim Knight, P. E. KFM Engineering & Design 3501 Olympus Boulevard, Suite 100 Dallas, Texas 75019

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

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

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

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and

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agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

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

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

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

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

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

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards

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Exhibit E-1	Parks and Open Space Improvements
Exhibit E-2	Trail Improvements
Exhibit F	Intentionally Omitted
Exhibit G	Water Improvements
Exhibit H	Wastewater Improvements
Exhibit I	Preliminary HOA Education Support Agreement with Preliminary CCR Terms

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

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

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

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

11.17 Form 1295 Certificate. The Owner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Owner has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Owner further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Owner. The information contained in the Form 1295 completed by the Owner has been provided solely by the Owner and the City has not verified such information.

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EXECUTED by the City and the Owner on the respective dates stated below after approval of the City Council of the City on _____, 2022.

Date: _____ **CITY OF CELINA**

By: _____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Interim City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

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OWNER:

MOSES AND MARY JANE HUBBARD TRUST
C/O STEPHEN ROBINSON
THE HUBBARD TRUST

By: _____
Name: _____
Title: _____

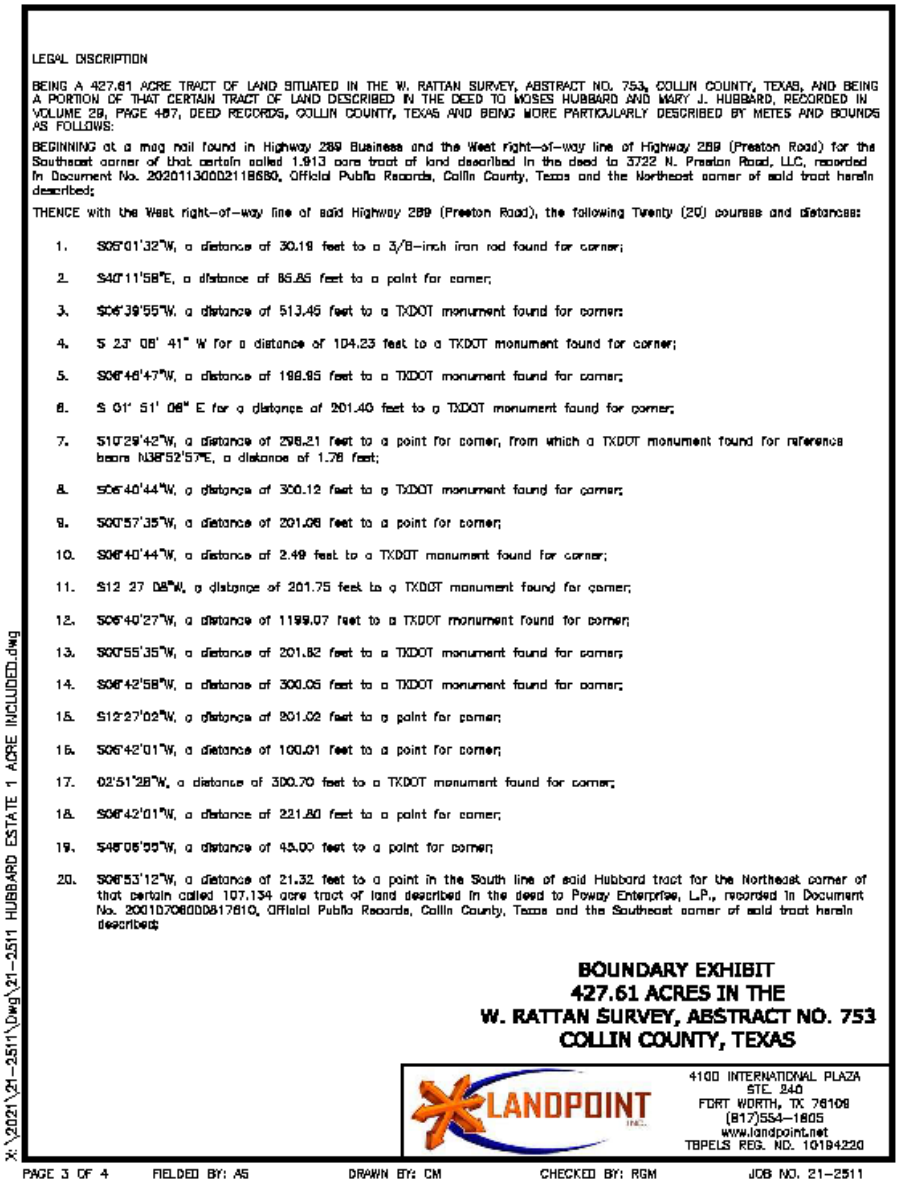
STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2022, personally appeared _____, _____ of the Moses and Mary Jane Hubbard Trust C/O Stephen Robinson and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

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EXHIBIT A
DESCRIPTION OF THE PROPERTY



LEGAL DISCRIPTION

BEING A 427.61 ACRE TRACT OF LAND SITUATED IN THE W. RATTAN SURVEY, ABSTRACT NO. 753, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED TO MOSES HUBBARD AND MARY J. HUBBARD, RECORDED IN VOLUME 29, PAGE 457, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a mag nail found in Highway 289 Business and the West right-of-way line of Highway 289 (Preston Road) for the Southeast corner of that certain called 1.913 acre tract of land described in the deed to 3722 N. Preston Road, LLC, recorded in Document No. 20201130002118680, Official Public Records, Collin County, Texas and the Northeast corner of said tract herein described;

THENCE with the West right-of-way line of said Highway 289 (Preston Road), the following Twenty (20) courses and distances:

1. S05°01'32"W, a distance of 30.19 feet to a 3/8-inch iron rod found for corner;
2. S40°11'58"E, a distance of 86.85 feet to a point for corner;
3. S06°39'55"W, a distance of 513.45 feet to a TXDOT monument found for corner;
4. S 23° 08' 41" W for a distance of 104.23 feet to a TXDOT monument found for corner;
5. S06°46'47"W, a distance of 198.95 feet to a TXDOT monument found for corner;
6. S 01° 51' 06" E for a distance of 201.40 feet to a TXDOT monument found for corner;
7. S10°29'42"W, a distance of 298.21 feet to a point for corner, from which a TXDOT monument found for reference bears N38°52'57"E, a distance of 1.78 feet;
8. S06°40'44"W, a distance of 300.12 feet to a TXDOT monument found for corner;
9. S00°57'35"W, a distance of 201.06 feet to a point for corner;
10. S06°40'44"W, a distance of 2.49 feet to a TXDOT monument found for corner;
11. S12 27 08"W, a distance of 201.75 feet to a TXDOT monument found for corner;
12. S06°40'27"W, a distance of 1199.07 feet to a TXDOT monument found for corner;
13. S00°55'35"W, a distance of 201.82 feet to a TXDOT monument found for corner;
14. S06°42'58"W, a distance of 300.05 feet to a TXDOT monument found for corner;
15. S12°27'02"W, a distance of 201.02 feet to a point for corner;
16. S06°42'01"W, a distance of 100.01 feet to a point for corner;
17. 02°51'28"W, a distance of 300.70 feet to a TXDOT monument found for corner;
18. S06°42'01"W, a distance of 221.80 feet to a point for corner;
19. S48°05'55"W, a distance of 45.00 feet to a point for corner;
20. S06°53'12"W, a distance of 21.32 feet to a point in the South line of said Hubbard tract for the Northeast corner of that certain called 107.134 acre tract of land described in the deed to Poway Enterprise, L.P., recorded in Document No. 20010706000817610, Official Public Records, Collin County, Texas and the Southeast corner of said tract herein described;

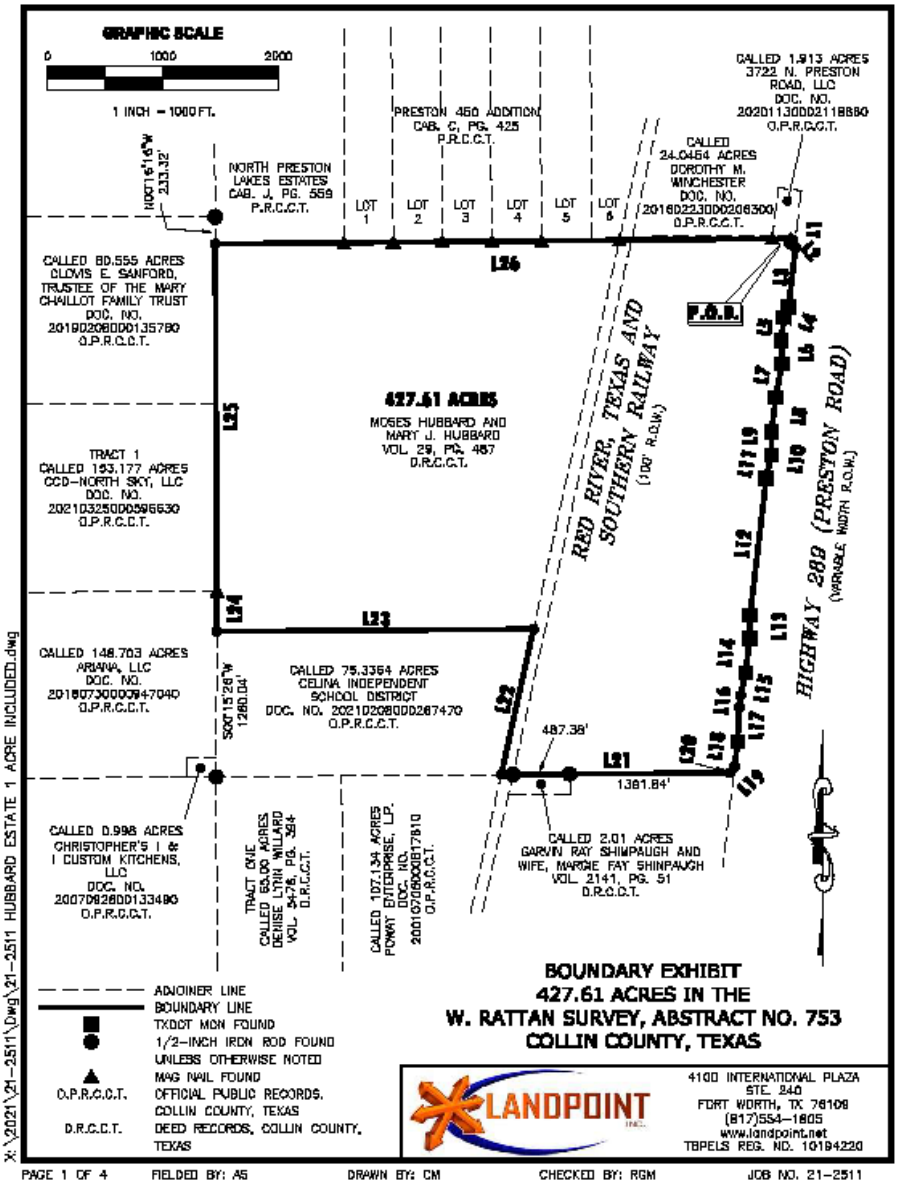
BOUNDARY EXHIBIT
427.61 ACRES IN THE
W. RATTAN SURVEY, ABSTRACT NO. 753
COLLIN COUNTY, TEXAS

LANDPOINT INC.
4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
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TBPELS REG. NO. 10194230

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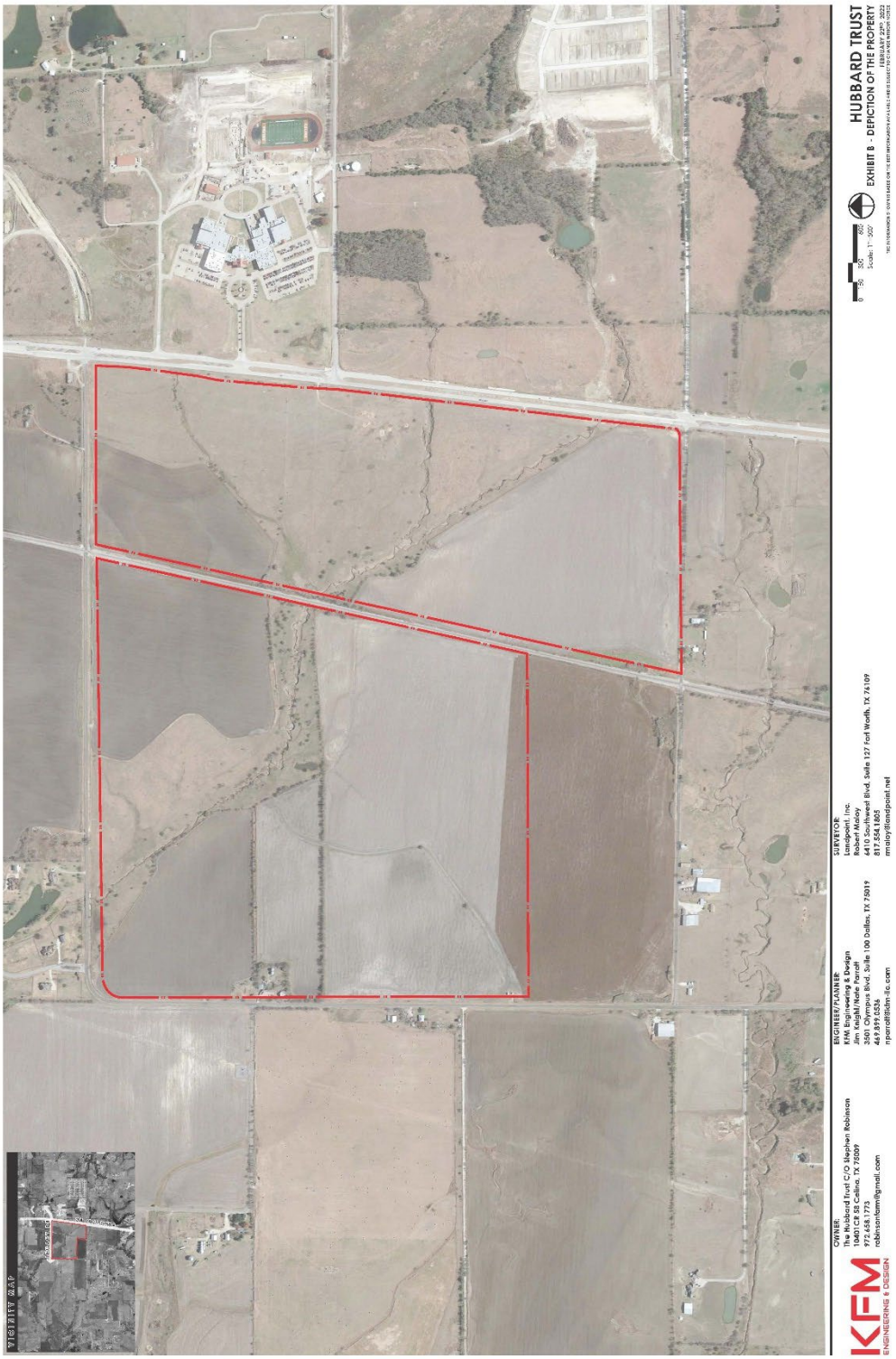
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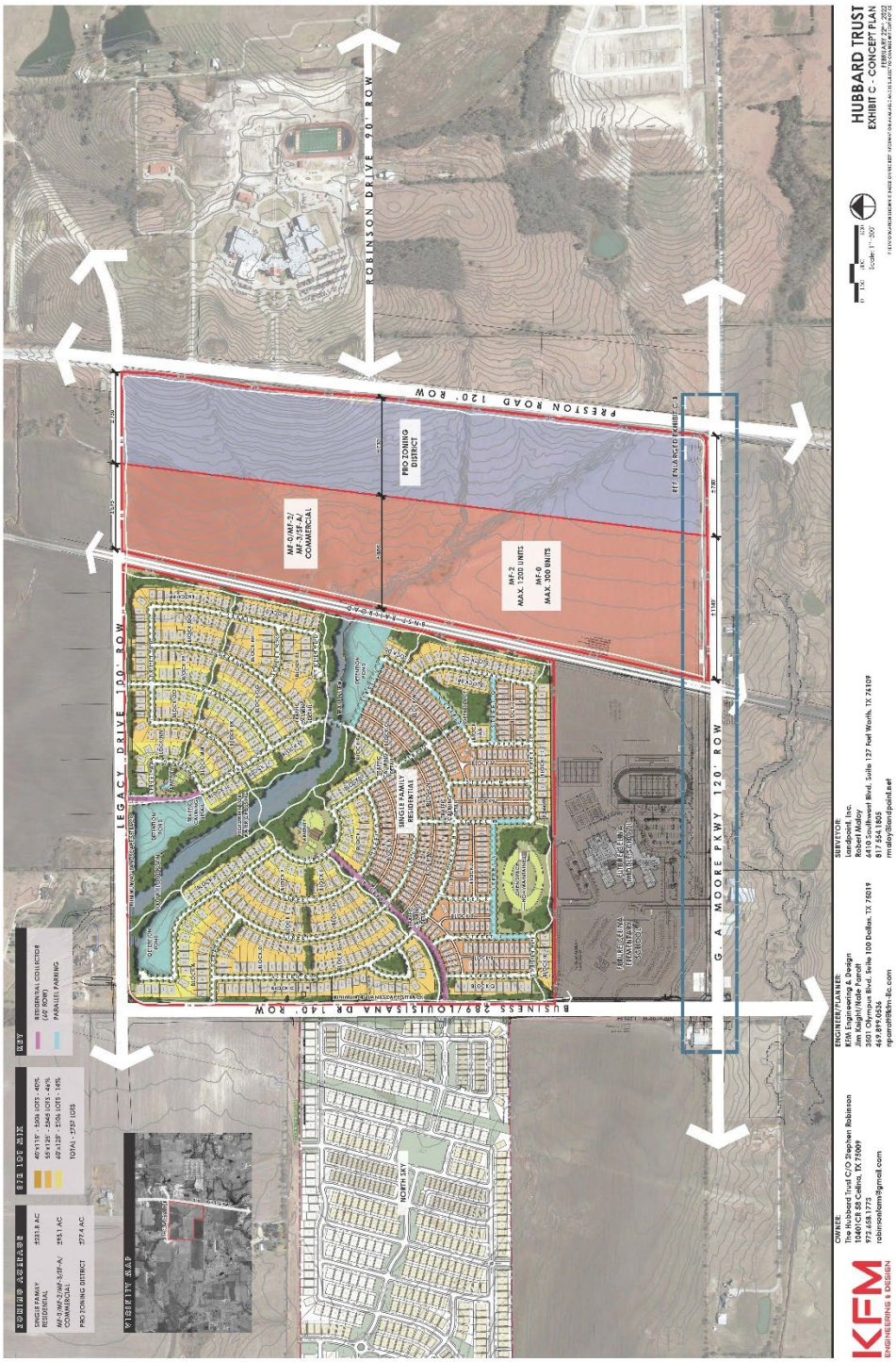
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EXHIBIT B
DEPICTION OF THE PROPERTY



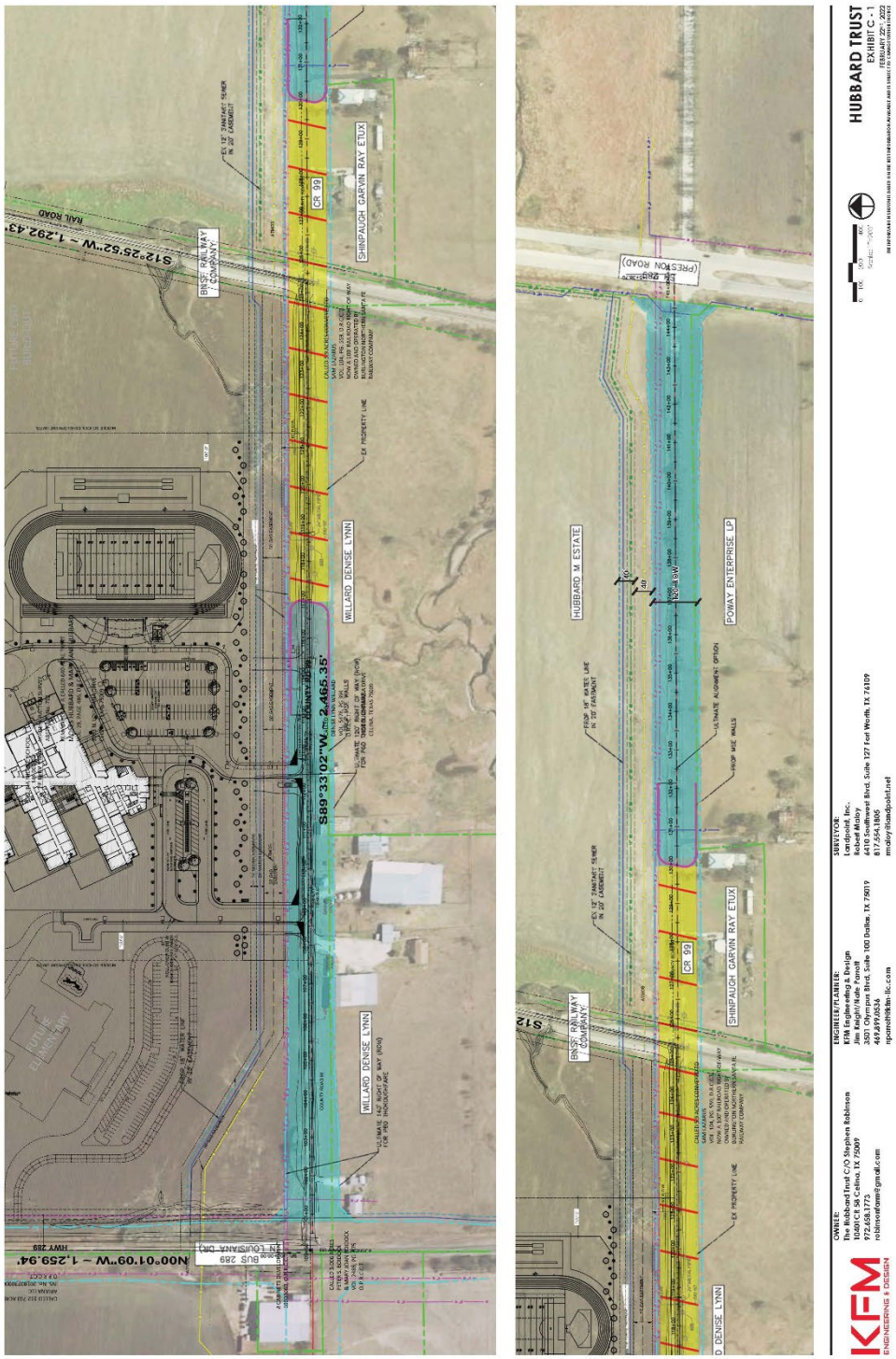
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EXHIBIT C
CONCEPT PLAN



Attachment: Draft Development Agreement (Hubbard Trust – Development Agreement)

EXHIBIT C-1
ROW DEDICATION



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EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan

The Property shall generally develop in accordance the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, arterials, and other area features. Minor modifications due to the final engineering and design of the project (including changes to street layouts), and minor changes to the boundaries and configuration of each land use area, amenity center, and park are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature. All other modifications to the original Concept Plan, such as major relocations of land uses, shall require a revision to the governing Planned Development district zoning.

The Development shall comply with the Neighborhood Vision Book, unless modified in these Development Standards. In general, design standards will follow all applicable City standards, and land uses shall be determined here within.

Architecture

The subject Property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City's architectural standards, and as may be amended.

Open Space, Trails, & Amenities

The Owner shall construct and install the following:

- 12' concrete trail per the Trails Master Map, as shown on the Concept Plan.
- 10' concrete sidewalks in accordance with the City's Trails Plan/Engineering Standards for the surrounding thoroughfares.
- 8' concrete trail through the linear park system, generally as depicted in the Concept Plan, and to connect to the Regional Trail System.
- Trail along creek to extend/connect to Legacy Drive to the north by using the creek.
- 8' trail to connect amenity center with Louisiana Drive.
- Multiple trail connections to the adjacent residential developments, generally as shown on the Concept Plan.
- The linear trail and open Space/HOA to include amenities, including fitness, pool, fire pits, grills, sitting areas, etc., dog park, playgrounds, frisbee golf, and other amenities.
- One large amenity center located east of Louisiana Drive/Business 289 and south of the floodplain to include an open-air pavilion, a swimming pool, bathrooms, dog park, and playground. The large, centralized amenity park overlooking greenbelt park system will serve as amenity for all single family detached development.
- A secondary amenity space north of the floodplain to include sport court, a dog park, and a water feature which could comply as a neighborhood pool, toddler splash pad, etc. Second amenities area to include a grass play area for children's sports.
- Any additional amenities are at the developer's discretion.

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- All other MF-0/MF-2/MF-3/SF-A/C tracts will provide open space and amenities per the Zoning Ordinance.
- A public sports field near the southern portion of the development, per the Concept Plan, is required, to be owned and maintained by the HOA.
- A linear greenbelt park system, combined with the in-tract open spaces as depicted on the Concept Plan to meet 100% of the open space requirements for all west of the BNSF Railroad.

All landscape setbacks, sidewalks, and screening shall comply with Zoning Ordinance. A homeowners' association (HOA) shall be responsible for maintenance and operation of private open space, parks, trails, and amenities.

Zoning

The base zoning shall be SF-R, Single-Family Residential Detached District, MF-0, Horizontal Multifamily District, MF-2, Multifamily Urban Edge District, MF-3, Multifamily Urban Living District, SF-A, Single-Family Residential Attached District, C, Commercial, Office, and Retail District, and PRO, Preston Road Overlay District and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The Development shall abide by all City regulations, and as may be amended, except as follows:

1. **Lot Regulations for SF-R**

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- Maximum overall density: 4.0 units/acre.
- Lots less than 55' in width shall require an alley.
- Lot counts shown on the Concept Plan are conceptual. Density allowed up to a maximum of 4.0 lots/acre. However, lot size mix must meet the following standards:

	Smallest Lot Size	Medium lot size(s)	Large lot size(s)
Min. Width	40'	55'	60'
Lot % (Min/Max)	(0/40)	flexible	(10/0)

- Minimum lot size variation is 5.0' between 55' and 60' products.
- Front and rear year setbacks shall be the following:
  - Front/rear yards for 55' and 60' lots shall total at least 40'
- For all residential types, the following general area regulations apply:
  - The lot widths are measured along the arc of the front building line.
  - For cul-de-sac and eyebrow lots, the minimum lot width measured at the right-of-way line shall be 35'.

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2. **Flex Tract (pink)**

In the Flex tract, SF-A, MF-0, MF-2, MF-3, and C land uses are allowed. The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

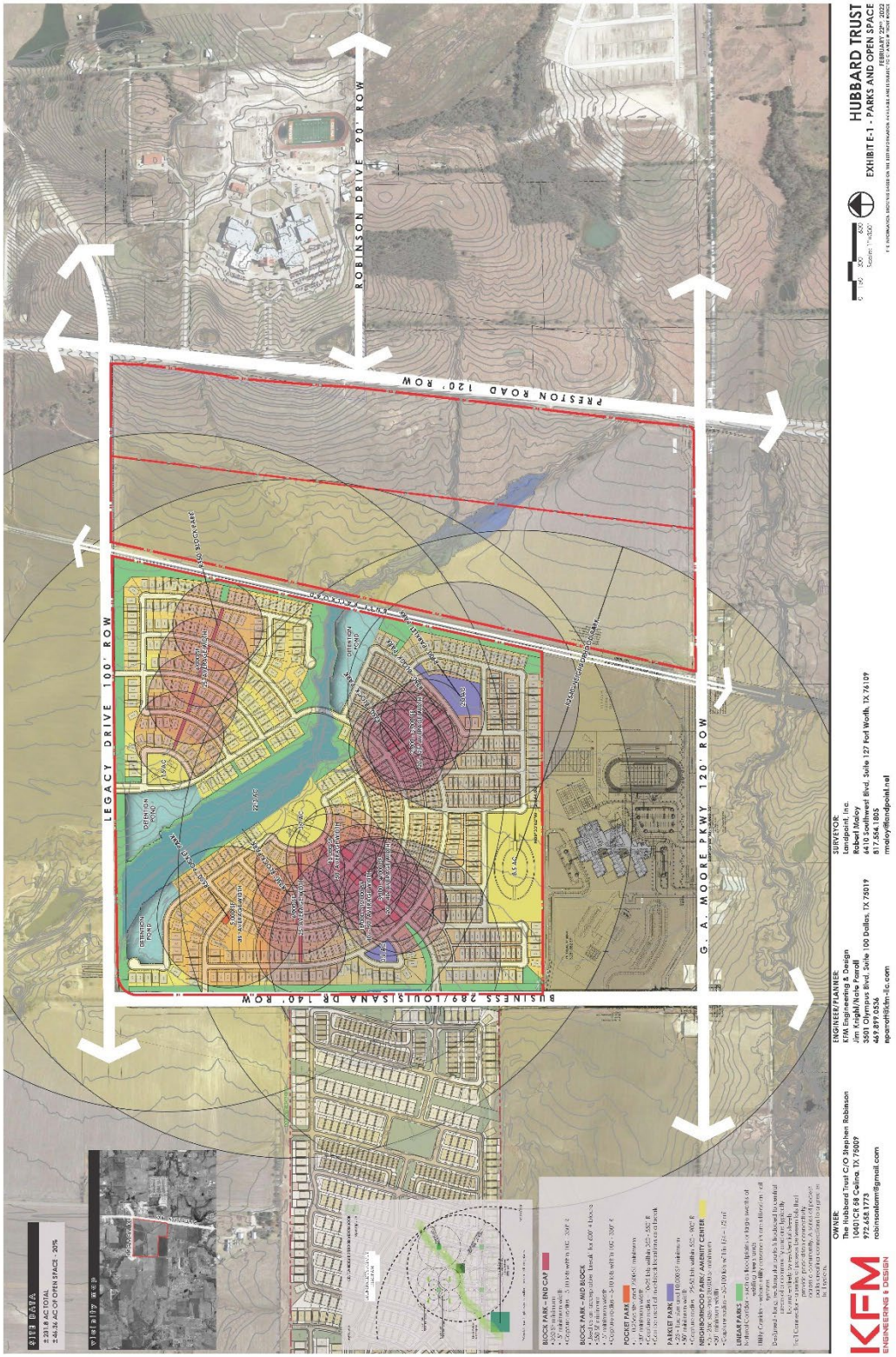
- Maximum number of Townhome units shall be 300.
- Maximum number of MF-2 and MF-3 units shall be 1,200.
- Maximum number of MF-0 units shall be 300.
- MF-0 land uses shall abide by the additional below standards:
  - Maximum overall density of 12 units/per acre.
  - Maximum building height is 36' and two (2) stories.
  - A 6' masonry wall is required along all perimeters. No gates crossing the fire lanes are allowed.
  - Wooden privacy residential fences are allowed within landscape setbacks, except landscape setbacks along the public rights-of-way. Required perimeter trees shall be installed in this area. Yard spaces may be divided by 6-ft. wooden fences.
  - Parking shall be a minimum of 1.5 per unit.
  - All units shall be 80% brick or stone, with the remainder allowed to be stucco or cementitious fiberboard, on all facades.

3. **Regulations for C:**

- The City's base non-residential district permits a broad range of retail, office, and commercial land uses.
- A minimum depth of 750' along Preston Road shall be reserved for C zoning and development.
- The first gas station (and any secondary gas station associated with a big box land use) does not require an SUP as currently required in the Zoning Ordinance.

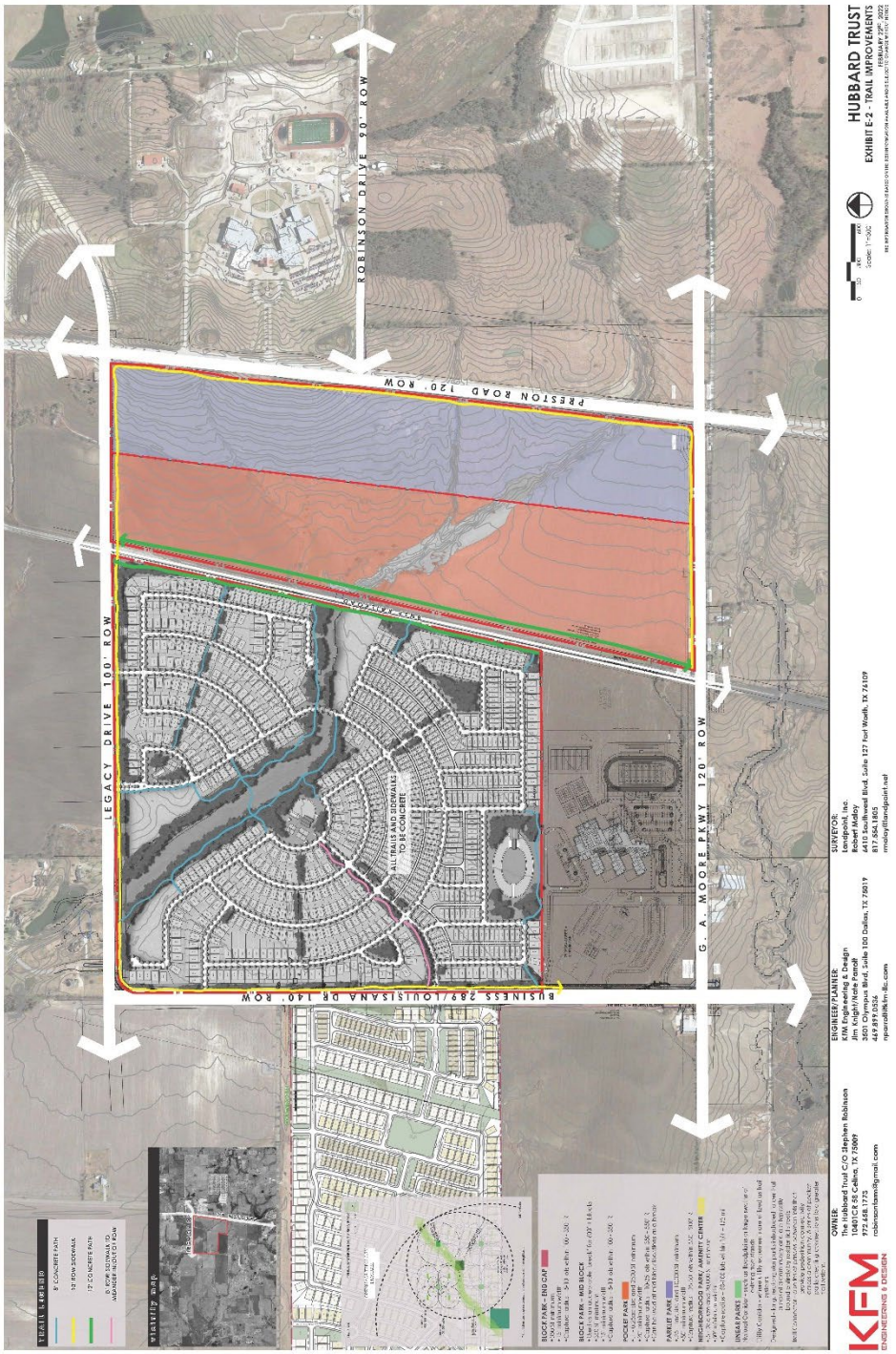
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EXHIBIT E-1
PARKS AND OPEN SPACE IMPROVEMENTS



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EXHIBIT E-2
TRAIL IMPROVEMENTS



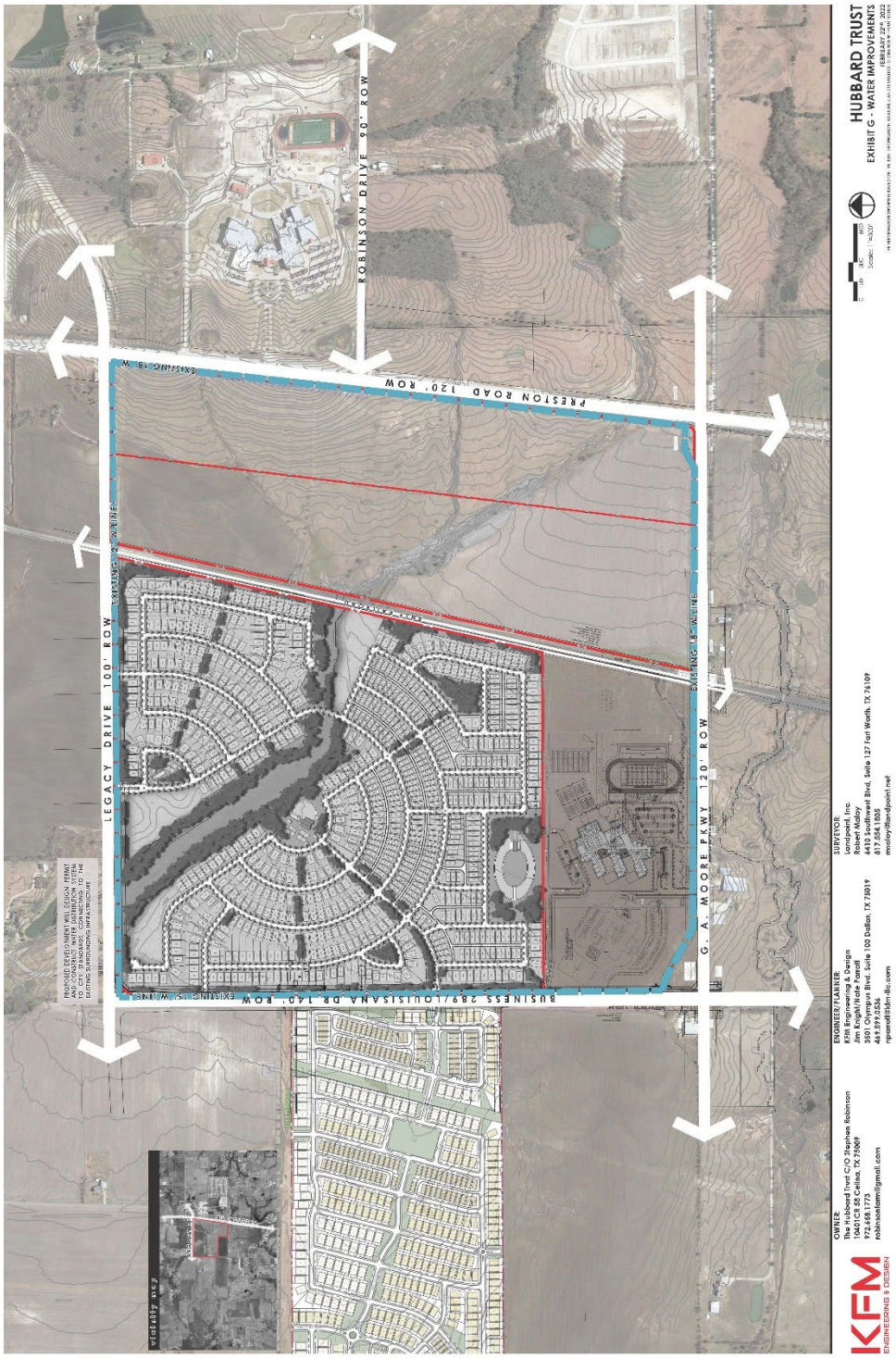
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EXHIBIT F
ROADWAY IMPROVEMENTS

INTENTIONALLY OMITTED.

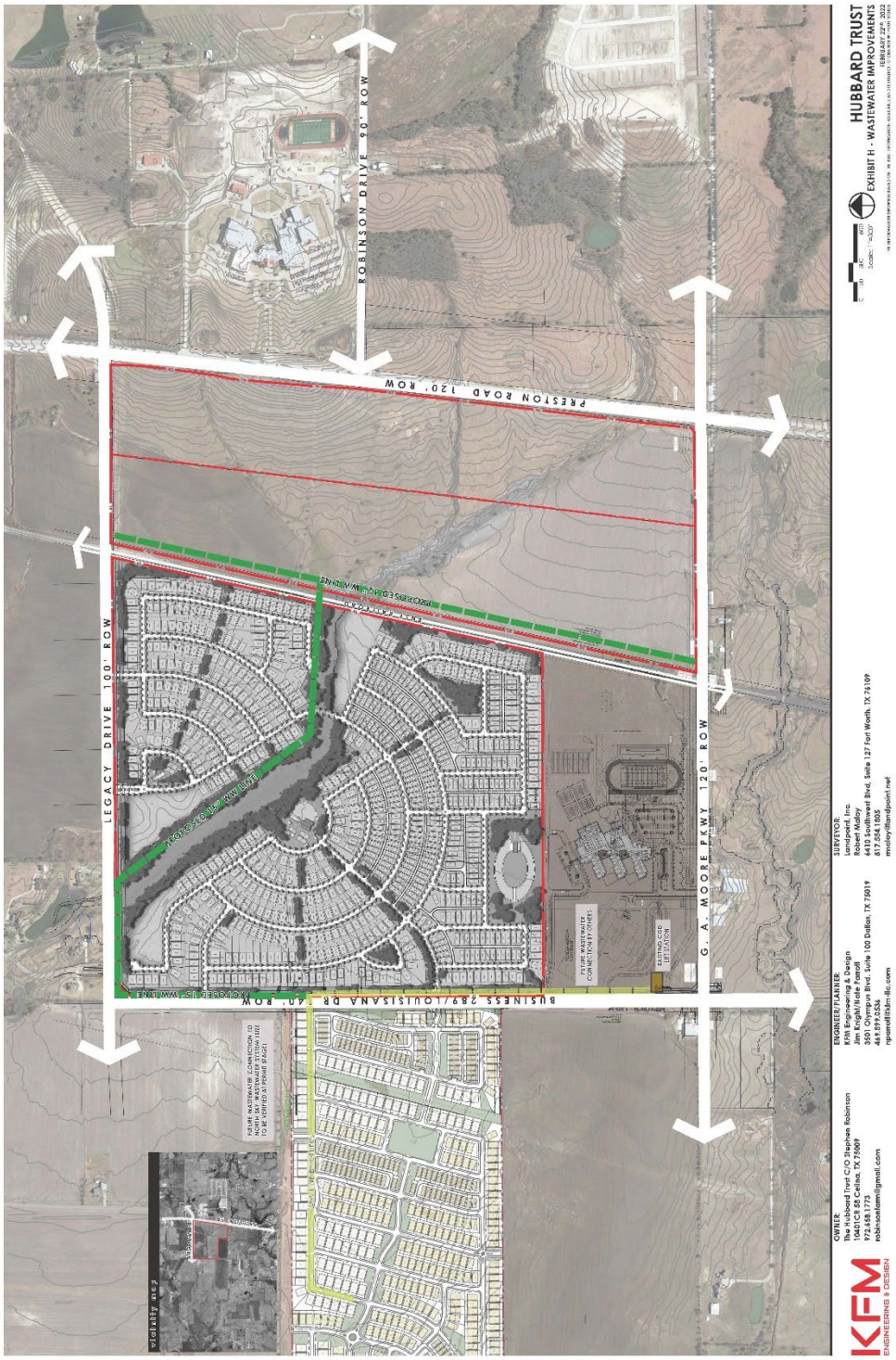
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EXHIBIT G
WATER IMPROVEMENTS



Attachment: Draft Development Agreement (Hubbard Trust – Development Agreement)

EXHIBIT H
WASTEWATER IMPROVEMENTS



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EXHIBIT I
EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the

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sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

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

ARTICLE I.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

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1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property**.** The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

ARTICLE II.
ADDITIONAL PROVISIONS

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

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually

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received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This

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Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

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HOA:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2022, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

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CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2022, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

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EXHIBIT A—PROPERTY DESCRIPTION

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EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited

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to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX
COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or

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Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured

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by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

Attachment: Draft Development Agreement (Hubbard Trust – Development Agreement)

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, county, municipality, district or other political subdivision thereof.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or it respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned,

Attachment: Draft Development Agreement (Hubbard Trust – Development Agreement)

directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

Attachment: Draft Development Agreement (Hubbard Trust – Development Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 15, 2022
Re:	Ten Mile Creek - PID Creation Resolution

Action Requested:
Conduct a public hearing to consider testimony regarding the creation of the Ten Mile Creek Public Improvement District and act upon a resolution creating the Ten Mile Creek Public Improvement District. (Ten Mile Creek - PID Creation Resolution) (Pollard)

Background Information:
Please refer to the attached resolution for further information.

Legal Review:
This resolution has been reviewed by the City Attorney.

Supporting Documents:
- Draft Resolution
- Staff Presentation

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2022-___R

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on January 24, 2022, the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (collectively, the "Petitioners"), submitted and filed with the City Secretary or Deputy City Secretary of the City (either, the "City Secretary") a petition ("Petition") requesting the establishment of a public improvement district for property within the ETJ of the City; and

WHEREAS, the Petition requested the creation of the Ten Mile Creek Public Improvement District (the "District"), which District is located within the ETJ of the City and is more particularly described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the "Property") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "City Council") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Celina Record*, an official newspaper of general circulation in the City and in the part of the ETJ in which the District is located and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the improvements and services on March 15, 2022; and

WHEREAS, the City Council closed the public hearing on the advisability of the improvements and services on March 15, 2022.

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

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

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

SECTION 2. The Petition submitted to the City by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on March 15, 2022, hereby finds and declares:

(a) **Advisability of the Proposed Improvements**. It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) **General Nature of the Authorized Improvements.** The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interest of the City and confer a special benefit upon the Property, may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) drainage improvements and facilities; (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) payment of costs associated with operating and maintaining the public improvements listed in (i) through (v) above, to the extent permitted by law; (viii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

enhancement of bonds issued for the purposes described in (i) through (viii) above (collectively, the "Authorized Improvements").

(c) **Estimated Costs of the Authorized Improvements**. The estimated total costs of the Authorized Improvements is $40,000,000, which costs shall be paid by assessment of the property owners within the proposed District.

(d) **Boundaries of the District.** The District is proposed to include approximately 209.17 acres of property generally located at the northwest corner of Choate Parkway and the future Roseland Parkway and within the ETJ of the City, as more particularly described in the metes and bounds described in **Exhibit A** attached hereto and as more particularly depicted in **Exhibit B** attached hereto.

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

(f) **Apportionment of Costs**. The City will not be obligated to provide any funding to finance the Authorized Improvements, other than from assessments levied on the Property. No City property in the District shall be assessed. The developer of the property (the "Developer") may fund certain costs of the Authorized Improvements from other funds available to the Developer.

(g) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(h) **Advisory Board.** The District shall be managed without the creation of an advisory body.

SECTION 4. The Ten Mile Creek Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City

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Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. The City Council hereby authorizes and directs the City Secretary, on or before March 22, 2022, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the public improvement district is located.

SECTION 6. Effective upon the date of the passage of this Resolution, the District shall be established.

SECTION 7. This Resolution is effectively immediately from and after the date of its passage in accordance with law.

[Execution page follows]

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

ADOPTED, PASSED, AND APPROVED on this the 15th day of March, 2022.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
Deputy City Secretary

(CITY SEAL)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2022, by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

Tract 1

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156 and Volume 4288, Page 162, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a point for corner, said corner being the Northeast corner of a tract of land conveyed to Celina Stone, LLC by deed recorded in Instrument No. 20160916001237420, Official Public Records, Collin County, Texas, said corner being along the South line of a tract of land conveyed to Celina Land Development LLC by deed recorded in Instrument No. 20190111000037300, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 49 minutes 05 seconds East along the South line of said Celina Land Development LLC tract, a distance of 667.80 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner and the POINT OF BEGINNING of herein described tract;

THENCE South 89 degrees 49 minutes 05 seconds East along the South line of said Celina Land Development LLC tract and a tract of land conveyed to The Parks at Wilson Creek, L.P. by deed recorded in Instrument No. 20130830001229380, Official Public Records, Collin County, Texas, a distance of 1847.20 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being along the Northwest right of way line of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas, said point being the beginning of a non-tangent curve to the left, having a radius of 4044.50 feet, a central angle of 01 degrees 19 minutes 12 seconds, a chord bearing of South 68 degrees 35 minutes 53 seconds West, a chord distance of 93.18 feet;

THENCE along said curve to the left and the Northwest right of way line of said Collin County Outer Loop, an arc length of 93.19 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 67 degrees 56 minutes 17 seconds West along the Northwest right of way line of said Collin County Outer Loop, a distance of 1135.27 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a curve to the right, having a radius of 4720.50 feet, a central angle of 12 degrees 19 minutes 22 seconds, a chord bearing of South 74 degrees 05 minutes 57 seconds West, a chord distance of 1013.30 feet;

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THENCE along said curve to the right and the North right of way line of said Collin County Outer Loop, an arc length of 1015.25 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the approximate center of Wilson Creek;

THENCE with the meanders along said Wilson Creek, the following courses and distances:

North 13 degrees 44 minutes 38 seconds West, a distance of 54.55 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 39 degrees 55 minutes 54 seconds East, a distance of 76.01 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 05 degrees 54 minutes 58 seconds East, a distance of 44.42 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 26 degrees 35 minutes 57 seconds West, a distance of 72.88 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 18 degrees 02 minutes 45 seconds West, a distance of 83.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 05 degrees 15 minutes 11 seconds East, a distance of 100.51 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 41 degrees 53 minutes 46 seconds East, a distance of 62.56 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 21 degrees 42 minutes 17 seconds East, a distance of 37.63 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 61 degrees 13 minutes 34 seconds East, a distance of 140.62 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 48 degrees 44 minutes 51 seconds East, a distance of 49.50 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 33 degrees 34 minutes 41 seconds East, a distance of 58.70 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 19 degrees 02 minutes 00 seconds East, a distance of 64.03 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

North 05 degrees 57 minutes 15 seconds East, a distance of 53.11 feet to the POINT OF BEGINNING and containing 813,634 square feet or 18.68 acres of land.

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Tract 1 + 2 Connection

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a point for corner, said corner being the Northeast corner of a tract of land conveyed to Celina Stone, LLC by deed recorded in Instrument No. 20160916001237420, Official Public Records, Collin County, Texas, said corner being along the South line of a tract of land conveyed to Celina Land Development LLC by deed recorded in Instrument No. 20190111000037300, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 41 minutes 05 seconds East along the East line of said Celina Stone, LLC tract, a distance of 796.58 feet to a point for corner, said corner being along the North right of way line of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas, said corner being the beginning of a non-tangent curve to the left, having a radius of 4720.50 feet, a central angle of 08 degrees 04 minutes 13 seconds, a chord bearing of North 81 degrees 01 minutes 29 seconds East, a chord distance of 664.34 feet to a point for corner;

THENCE along said curve to the left and the North right of way line of Collin County Outer Loop, an arc length of 664.89 feet to a point for corner and the POINT OF BEGINNING of herein described tract;

THENCE continuing along said curve to the left and the North right of way line of Collin County Outer Loop, having a radius of 4720.50 feet, a central angle of 00 degrees 00 minutes 44 seconds, a chord bearing of North 76 degrees 59 minutes 01 seconds East, a chord distance of 1.00 feet and an arc length of 1.00 feet to a point for corner;

THENCE South 13 degrees 00 minutes 37 seconds East, a distance of 500.00 feet to a point for corner, said corner being along the South right of way line of Collin County Outer Loop, said corner being the beginning of a non-tangent curve to the right, having a radius of 5220.50 feet, a central angle of 00 degrees 00 minutes 44 seconds, a chord bearing of South 76 degrees 59 minutes 03 seconds West, a chord distance of 1.00 feet;

THENCE along said curve to the right and the South right of way line of said Collin County Outer Loop, an arc length of 1.00 feet to a point for corner;

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THENCE North 13 degrees 00 minutes 37 seconds West, a distance of 500.00 feet to the POINT OF BEGINNING and containing 500 square feet or 0.011 acres of land.

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

Tract 2

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156 and Volume 4288, Page 162, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for corner, said corner being the Northeast corner of Lot 1, Block 1, Celina Commercial, an addition to Collin County, Texas, according to the Plat thereof recorded in Instrument No. 20200513010001650, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 21 minutes 10 seconds West along the North line of said Lot 1, Block 1 of said Celina Commercial, a distance of 275.34 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner and the POINT OF BEGINNING of herein described tract;

THENCE South 89 degrees 21 minutes 10 seconds West, along the North line of said Lot 1, Block 1 of said Celina Commercial, a distance of 360.96 feet to a 1/2 inch iron rod found with yellow plastic cap for corner, said corner being the Northeast corner of a tract of land conveyed to Manus Chaiprasert and wife, Suwanna Chaiprasert by deed recorded in Instrument No. 20080606000688720, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 44 minutes 44 seconds West, along the North line of said Chaiprasert tract, a distance of 638.38 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being an ell corner of a tract of land conveyed to Bellevue Partners, LTD by deed recorded in Instrument No. 20200228000283500, Official Public Records, Collin County, Texas;

THENCE North 12 degrees 18 minutes 31 seconds West, along the Northeast line of said Bellevue Partners, LTD tract, a distance of 92.47 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 16 degrees 58 minutes 30 seconds West, along the Northeast line of said Bellevue Partners, LTD tract, a distance of 100.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 25 degrees 35 minutes 30 seconds West, along the Northeast line of said Bellevue Partners, LTD tract, a distance of 147.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

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THENCE North 03 degrees 35 minutes 30 seconds West, along the Northeast line of said Bellevue Partners, LTD tract, a distance of 60.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 47 degrees 00 minutes 30 seconds East, along the Northeast line of said Bellevue Partners, LTD tract, a distance of 190.80 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 00 degrees 25 minutes 30 seconds West, along the East line of said Bellevue Partners, LTD tract, a distance of 181.20 feet to a monument with square rod found for corner, said corner being the Northeast corner of said Bellevue Partners, LTD tract, said corner being along the South right of way line of Collin County Outer Loop (500 foot right of way), as described in deed to Collin County, recorded in Instrument No. 20191003001242980, Official Public Records, Collin County, Texas;

THENCE North 00 degrees 18 minutes 14 seconds West, along the East line of said Collin County Outer Loop, a distance of 137.85 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, being the beginning of a non-tangent curve turning to the left, with a radius of 5220.50 feet, a delta angle of 03 degrees 50 minutes 19 seconds, a chord bearing of North 75 degrees 04 minutes 13 seconds East, and a chord length of 349.70 feet;

THENCE along said curve to the left, along the South right of way line of Collin County Outer Loop, an arc length of 349.76 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 17 degrees 13 minutes 39 seconds East, a distance of 291.96 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a tangent curve turning to the left, with a radius of 20.00 feet, a delta angle of 90 degrees 08 minutes 22 seconds, a chord bearing of South 62 degrees 17 minutes 50 seconds East, and a chord length of 28.32 feet;

THENCE along said curve to the left, an arc length of 31.46 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a tangent curve turning to the left, with a radius of 5476.38 feet, a delta angle of 04 degrees 53 minutes 44 seconds, a chord bearing of North 70 degrees 11 minutes 07 seconds East, and a chord length of 467.77 feet;

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THENCE along said curve to the left, an arc length of 467.92 feet to 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 67 degrees 55 minutes 10 seconds East, a distance of 610.11 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 02 degrees 32 minutes 18 seconds East, a distance of 165.85 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a non-tangent curve turning to the left, with a radius of 50.00 feet, a delta angle of 99 degrees 41 minutes 53 seconds, a chord bearing of South 07 degrees 36 minutes 46 seconds West, and a chord length of 76.43 feet;

THENCE along said curve to the left, an arc length of 87.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 58 degrees 35 minutes 46 seconds West, a distance of 207.63 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 31 degrees 12 minutes 24 seconds West, a distance of 76.81 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 24 degrees 19 minutes 23 seconds West, a distance of 68.51 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 70 degrees 10 minutes 30 seconds West, a distance of 81.41 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 11 degrees 20 minutes 19 seconds West, a distance of 128.75 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 81 degrees 37 minutes 40 seconds West, a distance of 35.88 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the beginning of a non-tangent curve turning to the left, with a radius of 245.37 feet, a delta angle of 60 degrees 59

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minutes 07 seconds, a chord bearing of South 13 degrees 52 minutes 53 seconds West, and a chord length of 249.01 feet;

THENCE along said curve to the left, an arc length of 261.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE South 13 degrees 55 minutes 18 seconds West, a distance of 131.98 feet to the POINT OF BEGINNING and containing 971,073 square feet or 22.29 acres of land.

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

Tract 3

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779 and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found for corner, said corner being along the centerline of Choate Parkway (Public right of way), said corner being the Southeast corner of a tract of land conveyed to ETS Celina LLC by deed recorded in Instrument No. 20210506000918620, Official Public Records, Collin County, Texas, said corner being along the North line of a tract of land conveyed GRBK Edgewood LLC by deed recorded in Instrument No. 20201218002286240, Official Public Records, Collin County, Texas;

THENCE North 00 degrees 18 minutes 38 seconds West, along the East line of said ETS Celina LLC tract, a distance of 668.38 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of Lot 1, Block 1 of Celina Commercial, an addition to Collin County, Texas, according to the plat thereof recorded in Instrument No. 20200513010001650, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 21 minutes 10 seconds West, along the North line of said Lot 1, Block 1 of said Celina Commercial, a distance of 275.34 feet to a point for corner;

THENCE North 13 degrees 55 minutes 18 seconds East, passing at 48.49 feet 1/2 inch iron set with orange cap on-line, and continuing a total distance of 131.98 feet to 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the beginning of a non-tangent curve to the right, a radius of 245.37 feet, a delta angle of 60 degrees 59 minutes 07 seconds, a chord bearing of North 13 degrees 52 minutes 53 seconds East, and a chord length of 249.01 feet;

THENCE along said curve to the right, an arc length of 261.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 81 degrees 37 minutes 40 seconds East, a distance of 35.88 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 11 degrees 20 minutes 19 seconds East, a distance of 128.75 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

THENCE North 70 degrees 10 minutes 30 seconds East, a distance of 81.41 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 24 degrees 19 minutes 23 seconds East, a distance of 68.51 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 31 degrees 12 minutes 24 seconds East, a distance of 76.81 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 58 degrees 35 minutes 46 seconds East, a distance of 207.63 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG a SURVEYING” for corner, said corner being the beginning of a non-tangent curve to the left, with a radius of 50.00 feet, a delta angle of 70 degrees 06 minutes 14 seconds, a chord bearing of South 77 degrees 17 minutes 18 seconds East, and a chord length of 57.43 feet;

THENCE along said curve to the left, an arc length of 61.18 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 84 degrees 08 minutes 15 seconds East, a distance of 185.92 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, being the beginning of a tangent curve to the left, with a radius of 150.00 feet, a delta angle of 10 degrees 00 minutes 17 seconds, a chord bearing of South 89 degrees 08 minutes 24 seconds East, and a chord length of 26.16 feet;

THENCE along said curve to the left, an arc length of 26.19 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 71 degrees 20 minutes 19 seconds East, a distance of 264.53 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 70 degrees 05 minutes 09 seconds East, a distance of 29.23 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 05 degrees 40 minutes 01 seconds West, a distance of 94.40 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

THENCE North 87 degrees 02 minutes 36 seconds East, a distance of 92.74 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 33 degrees 48 minutes 08 seconds East, a distance of 81.08 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 73 degrees 09 minutes 49 seconds East, a distance of 262.85 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 88 degrees 26 minutes 19 seconds East, a distance of 118.46 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 00 degrees 01 minutes 05 seconds West, a distance of 106.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 71 degrees 15 minutes 54 seconds East, a distance of 299.47 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 11 degrees 00 minutes 16 seconds West, a distance of 36.60 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 78 degrees 59 minutes 44 seconds East, a distance of 100.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 11 degrees 00 minutes 16 seconds West, a distance of 62.62 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 78 degrees 19 minutes 11 seconds East, a distance of 139.06 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, being the beginning of a non-tangent curve to the left, with a radius of 15.00 feet, a delta angle of 65 degrees 23 minutes 09 seconds, a chord bearing of North 45 degrees 10 minutes 36 seconds East, and a chord length of 16.20 feet;

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

THENCE along said curve to the left, an arc length of 17.12 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 12 degrees 29 minutes 02 seconds East, a distance of 133.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 21 degrees 34 minutes 26 seconds East, a distance of 207.75 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, being the beginning of a tangent curve to the right, with a radius of 25.00 feet, a delta angle of 69 degrees 09 minutes 26 seconds, a chord bearing of North 56 degrees 09 minutes 09 seconds East, and a chord length of 28.38 feet;

THENCE along said curve to the right, an arc length of 30.18 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 89 degrees 16 minutes 08 seconds East, a distance of 230.43 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 75 degrees 57 minutes 31 seconds East, a distance of 91.11 feet to a point for corner;

THENCE South 35 degrees 03 minutes 32 seconds East, a distance of 52.50 feet to a point for corner;

THENCE South 01 degrees 33 minutes 22 seconds West, a distance of 91.49 feet to a point for corner;

THENCE South 02 degrees 48 minutes 38 seconds East, a distance of 297.08 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, being the beginning of a non-tangent curve turning to the right, with a radius of 525.00 feet, a delta angle of 12 degrees 19 minutes 54 seconds, a chord bearing of North 75 degrees 41 minutes 06 seconds East, and a chord length of 112.78 feet;

THENCE along said curve to the right, an arc length of 112.99 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, being the beginning of a tangent curve to the left, with a radius of 150.00 feet, a delta angle of 17 degrees 19 minutes 42 seconds, a chord bearing of North 73 degrees 11 minutes 12 seconds East, and a chord length of 45.19 feet;

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

THENCE along said curve to the left, an arc length of 45.37 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 64 degrees 31 minutes 21 seconds East, a distance of 39.01 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, being the beginning of a tangent curve to the right, with a radius of 150.00 feet, a delta angle of 14 degrees 06 minutes 42 seconds, a chord bearing of North 71 degrees 34 minutes 42 seconds East, and a chord length of 36.85 feet;

THENCE along said curve to the right, an arc length of 36.94 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 78 degrees 38 minutes 03 seconds East, a distance of 133.90 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, being the beginning of a non-tangent curve to the right, with a radius of 1000.00 feet, a delta angle of 09 degrees 11 minutes 30 seconds, a chord bearing of North 05 degrees 09 minutes 19 seconds West, and a chord length of 160.25 feet;

THENCE along said curve to the right, an arc length of 160.42 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 00 degrees 33 minutes 34 seconds West, a distance of 60.77 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 01 degrees 21 minutes 02 seconds East, a distance of 150.01 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 00 degrees 33 minutes 34 seconds West, a distance of 153.48 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the South right of way line of Collin County, Outer Loop (500 foot right of way), said corner being the beginning of a non-tangent curve to the right, with a radius of 14335.50 feet, a delta angle of 00 degrees 34 minutes 16 seconds, a chord bearing of South 89 degrees 19 minutes 03 seconds East, and a chord length of 142.93 feet;

THENCE along said curve to the right and the South right of way line of Collin County, Outer Loop, an arc length of 142.93 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

THENCE South 45 degrees 01 minutes 37 seconds West, a distance of 60.05 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 00 degrees 33 minutes 34 seconds East, a distance of 110.02 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 01 degrees 21 minutes 02 seconds West, a distance of 150.01 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 00 degrees 33 minutes 34 seconds West, a distance of 59.10 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, being the beginning of a tangent curve to the left, with a radius of 900.00 feet, a delta angle of 48 degrees 53 minutes 51 seconds, a chord bearing of South 25 degrees 00 minutes 30 seconds East, and a chord length of 744.98 feet;

THENCE along said curve to the left, an arc length of 768.08 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 49 degrees 27 minutes 26 seconds East, a distance of 294.15 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, being the beginning of a tangent curve to the right, with a radius of 1000.00 feet, a delta angle of 49 degrees 08 minutes 47 seconds, a chord bearing of South 24 degrees 53 minutes 03 seconds East, and a chord length of 831.71 feet;

THENCE along said curve to the right, an arc length of 857.77 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 00 degrees 18 minutes 39 seconds East, a distance of 320.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 45 degrees 18 minutes 39 seconds East, a distance of 56.57 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 89 degrees 41 minutes 21 seconds East, a distance of 275.64 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being along the West line

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

of a tract of land conveyed to G&N Estates, LLC by deed recorded in Instrument No. 20070315000355600, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 33 minutes 48 seconds East, along the West line of said G&N Estates, LLC tract, a distance of 60.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being along the centerline of said Choate Parkway, said corner being along the North line of a tract of land conveyed to Celina 557 Partners, L.P. by deed recorded in Instrument No. 20190205000119420, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 41 minutes 21 seconds West, along the center line of said Choate Parkway and the North line of said Celina 557 Partners, L.P. tract, a distance of 3885.28 feet to the POINT OF BEGINNING and containing 5,866,056 square feet or 134.67 acres of land.

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

Tract 4

Being a lot, tract or parcel of land situated in the Levin Routh Survey, Abstract No. 779 and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 162, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being along the South right of way line of Collin County Outer Loop (500 foot right of way);

THENCE North 67 degrees 56 minutes 17 seconds East, along the South right of way line of said Collin County Outer Loop, a distance of 50.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 22 degrees 14 minutes 42 seconds East, a distance of 124.58 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the beginning of a tangent curve to the right, with a radius of 525.00 feet, a delta angle of 18 degrees 17 minutes 54 seconds, a chord bearing of South 13 degrees 05 minutes 45 seconds East, and a chord length of 166.96 feet;

THENCE along said curve to the right, an arc length of 167.67 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 86 degrees 22 minutes 35 seconds East, a distance of 57.32 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the beginning of a tangent curve to the left, with a radius of 125.00 feet, a delta angle of 18 degrees 27 minutes 25 seconds, a chord bearing of North 77 degrees 08 minutes 52 seconds East, and a chord length of 40.09 feet;

THENCE along said curve to the left, an arc length of 40.27 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 67 degrees 55 minutes 10 seconds East, a distance of 234.90 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the beginning of a non-tangent curve to the right, with a radius of 3234.98 feet, a delta angle of 13 degrees 36 minutes 10

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

seconds, a chord bearing of North 72 degrees 08 minutes 16 seconds East, and a chord length of 766.23 feet;

THENCE along said curve to the right, an arc length of 768.03 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 10 degrees 44 minutes 42 seconds West, a distance of 311.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being along the South right of way line of said Collin County Outer Loop, said corner being the beginning of a non-tangent curve to the right, with a radius of 3544.50 feet, a delta angle of 00 degrees 48 minutes 30 seconds, a chord bearing of North 79 degrees 19 minutes 43 seconds East, and a chord length of 50.00 feet;

THENCE along said curve to the right and along the South right of way line of said Collin County Outer Loop, an arc length of 50.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 10 degrees 44 minutes 42 seconds East, a distance of 311.22 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 80 degrees 27 minutes 01 second East, a distance of 70.63 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the beginning of a non-tangent curve to the right, with a radius of 50.00 feet, a delta angle of 150 degrees 27 minutes 19 seconds, a chord bearing of South 53 degrees 04 minutes 08 seconds East, and a chord length of 96.69 feet;

THENCE along said curve to the right, an arc length of 131.30 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 78 degrees 59 minutes 44 seconds East, a distance of 89.33 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 11 degrees 00 minutes 16 seconds East, a distance of 212.05 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

THENCE South 78 degrees 59 minutes 44 seconds West, a distance of 100.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 11 degrees 00 minutes 16 seconds East, a distance of 36.60 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 71 degrees 15 minutes 54 seconds West, a distance of 299.47 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 00 degrees 01 minute 05 seconds East, a distance of 106.17 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 88 degrees 26 minutes 19 seconds West, a distance of 118.46 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 73 degrees 09 minutes 49 seconds West, a distance of 262.85 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 33 degrees 48 minutes 08 seconds West, a distance of 81.08 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 87 degrees 02 minutes 36 seconds West, a distance of 92.74 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 05 degrees 40 minutes 01 second East, a distance of 94.40 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE South 70 degrees 05 minutes 09 seconds West, a distance of 29.23 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 71 degrees 20 minutes 19 seconds West, a distance of 264.53 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the beginning of a non-tangent curve to the right, with a radius of 150.00 feet, a delta angle of 10 degrees 00 minutes 17

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

seconds, a chord bearing of North 89 degrees 08 minutes 24 seconds West, and a chord length of 26.16 feet;

THENCE along said curve to the right, an arc length of 26.19 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 84 degrees 08 minutes 15 seconds West, a distance of 185.92 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the beginning of a non-tangent curve to the right, with a radius of 50.00 feet, a delta angle of 169 degrees 48 minutes 07 seconds, a chord bearing of North 27 degrees 26 minutes 21 seconds West, and a chord length of 99.60 feet;

THENCE along said curve to the right, an arc length of 148.18 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 02 degrees 32 minutes 18 seconds West, a distance of 191.41 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the beginning of a tangent curve to the left, with a radius of 475.00 feet, a delta angle of 19 degrees 42 minutes 24 seconds, a chord bearing of North 12 degrees 23 minutes 30 seconds West, and a chord length of 162.57 feet;

THENCE along said curve to the left, an arc length of 163.37 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 22 degrees 14 minutes 42 seconds West, a distance of 124.74 feet to the POINT OF BEGINNING and containing 587,580 square feet or 13.49 acres of land.

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

Tract 5

Being a lot, tract or parcel of land situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 156, Deed Records, Collin County, Texas, and being a portion of a tract of land conveyed to Belknap FP, LTD. by deed recorded in Volume 4288, Page 162, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for corner, said corner being the Southwest corner of a tract of land conveyed to G&N Estates, LLC by deed recorded in Instrument No. 20070315000355600, Official Public Records, Collin County, Texas, said corner being along the centerline of Choate Parkway (Public right of way);

THENCE North 00 degrees 33 minutes 48 seconds West, along the West line of said G&N Estates, LLC tract, a distance of 645.01 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the POINT OF BEGINNING of herein described tract;

THENCE South 89 degrees 41 minutes 21 seconds West, a distance of 338.70 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the beginning of a non-tangent curve to the left, with a radius of 1000.00 feet, a delta angle of 36 degrees 08 minutes 37 seconds, a chord bearing of North 31 degrees 23 minutes 07 seconds West, and a chord length of 620.42 feet;

THENCE along said curve to the left, an arc length of 630.83 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 49 degrees 27 minutes 26 seconds West, a distance of 294.15 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being the beginning of a tangent curve turning to the right, with a radius of 900.00 feet, a delta angle of 29 degrees 06 minutes 11 seconds, a chord bearing of North 34 degrees 54 minutes 20 seconds West, and a chord length of 425.25 feet;

THENCE along said curve to the right, an arc length of 457.15 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

THENCE North 72 degrees 46 minutes 48 seconds East, a distance of 340.65 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner;

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

THENCE North 89 degrees 26 minutes 12 seconds East, a distance of 807.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped “CBG SURVEYING” for corner, said corner being along the West line of said G&N Estates, LLC tract;

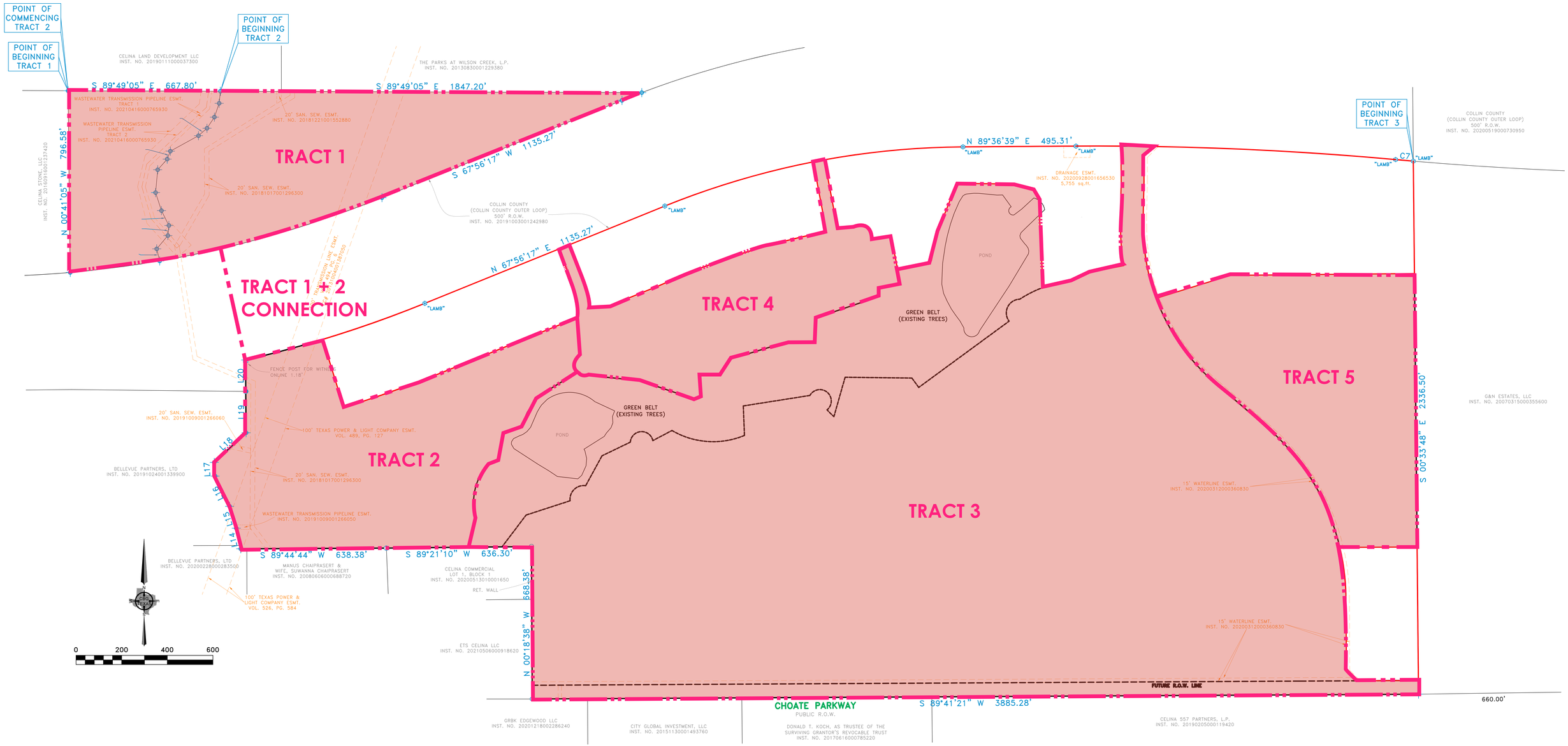
THENCE South 00 degrees 33 minutes 48 seconds East, along the West line of said G&N Estates, LLC tract, a distance of 1198.74 feet to to the POINT OF BEGINNING and containing 872,338 square feet or 20.03 acres of land.

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

EXHIBIT B

PROPERTY DEPICTION

Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)



KFM ENGINEERING & DESIGN

0 100 200 400
Scale: 1"=200'

TEN MILE CREEK
FIELD NOTE EXHIBIT

NOVEMBER 12TH, 2021

THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE

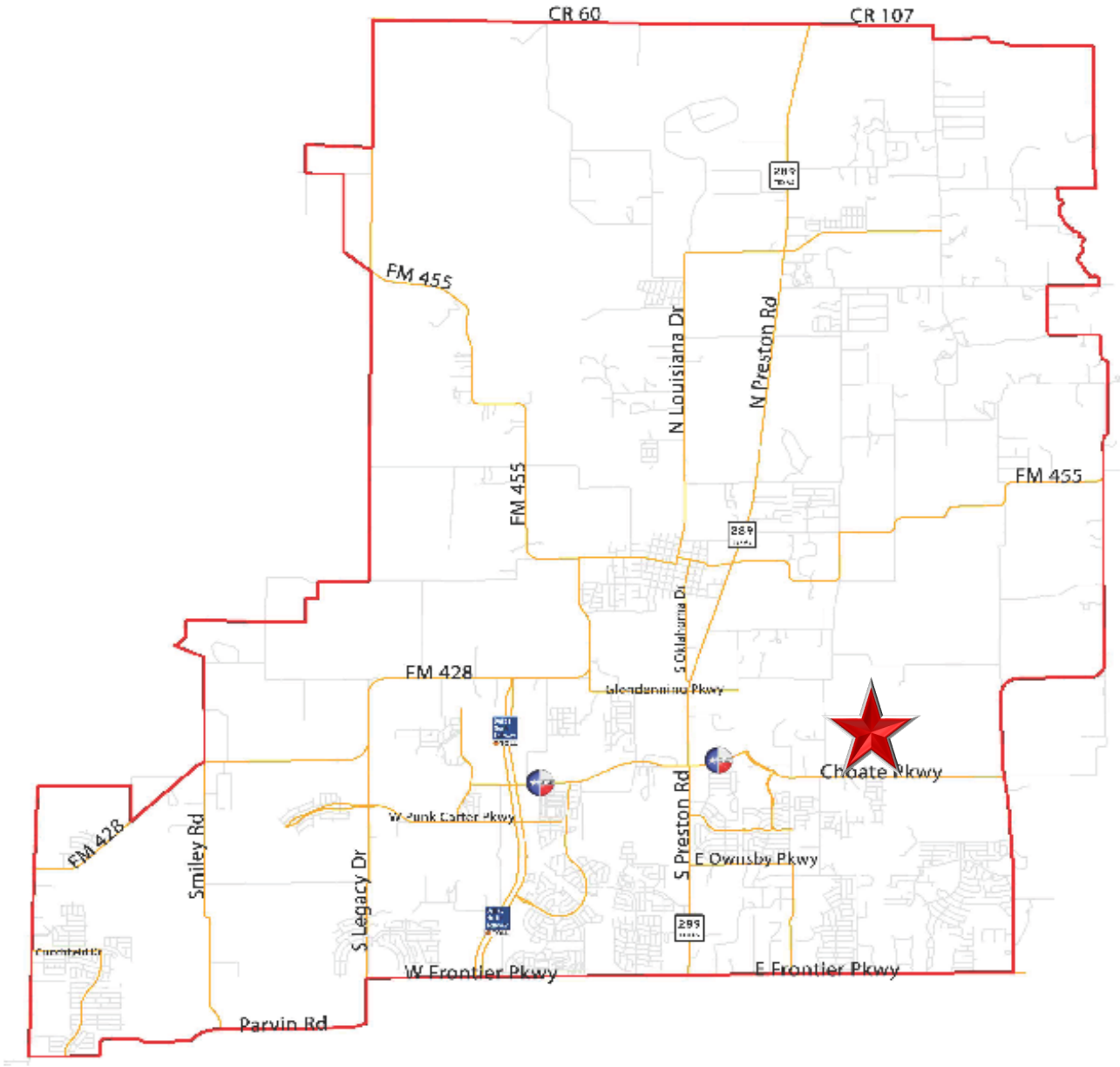
Attachment: Draft Resolution (Ten Mile Creek - PID Creation Resolution)

TEN MILE CREEK

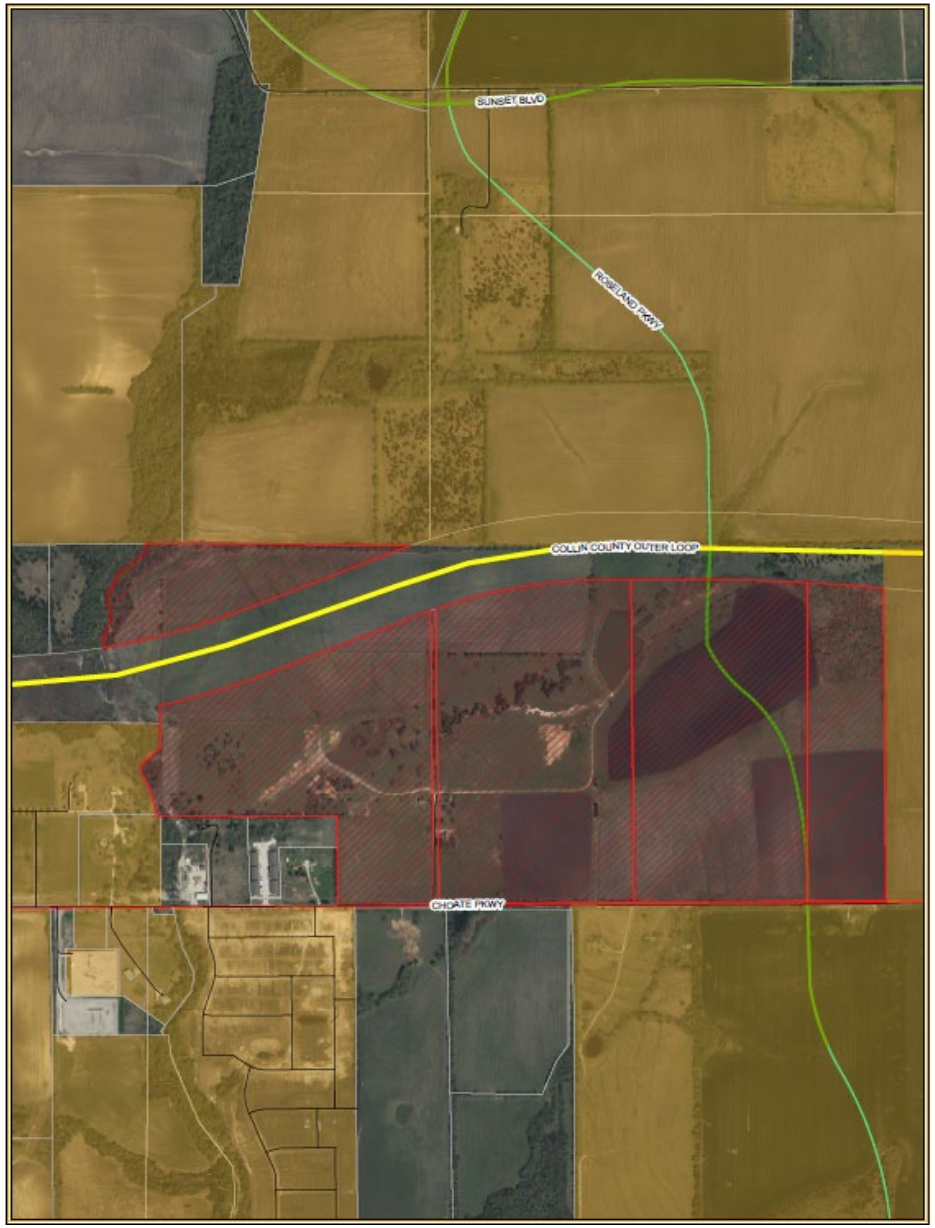
PID CREATION

City Council – Public Hearing
March 15, 2022





Attachment: Staff Presentation (Ten Mile Creek - PID Creation Resolution)



LOCATION MAP

The subject property is generally located south of the future Collin County Outer Loop, and approximately 2,100 feet west of FM 2478 (future Custer Road)

Attachment: Staff Presentation (Ten Mile Creek - PID Creation Resolution)

BACKGROUND

- The Development Agreement (DA) for the subject property was approved by Council at its September 2021 meeting
- The DA allowed for a PID to fund, in part, the public infrastructure associated with the project

Attachment: Staff Presentation (Ten Mile Creek - PID Creation Resolution)

PID OVERVIEW

- The PID will consist of approximately 210 acres with extensive infrastructure needed to serve the project
- Maximum funding of $40M in Authorized Improvements costs

Attachment: Staff Presentation (Ten Mile Creek - PID Creation Resolution)

PID TIMELINE

- ~~February 8, 2022 – PID Petition Resolution~~
- March 15, 2022 – PID Creation Resolution
- Later Date – Pre-SAP Resolution
- Later Date – SAP/Levy Ordinance

Attachment: Staff Presentation (Ten Mile Creek - PID Creation Resolution)

RECOMMENDATION

- Staff recommends approval as presented

Attachment: Staff Presentation (Ten Mile Creek - PID Creation Resolution)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Jason Laumer, City Manager
Date: March 15, 2022
Re:

Action Requested:
Conduct a public hearing and act upon an ordinance of the City of Celina, abandoning the right-of-way totaling approximately 0.032 acre, as more particularly described and depicted in Exhibit "A", to the abutting owner; generally located north of W Poplar Street and west of Louisiana Drive; and providing for the furnishing of a certified copy of this ordinance for recording in the real property records of Collin County, Texas, as a quit claim deed of the City; and providing an effective date. (North Square at Uptown ROW Abandonment) (Glasgow)

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS
ORDINANCE 2022-____
NORTH SQUARE AT UPTOWN RIGHT-OF-WAY ABANDONMENT

AN ORDINANCE ABANDONING AND VACATING APPROXIMATELY 0.032 ACRE UNIMPROVED RIGHT-OF-WAY GENERALLY LOCATED NORTH OF W POPLAR STREET AND WEST OF LOUISIANA DRIVE, SITUATED IN THE COLLIN COUNTY JOHN WILLOCK SURVEY, ABSTRACT NO. 1055, COLLIN COUNTY, TEXAS, AND RECORDED IN CABINET 1, SLIDE 51, MAP RECORDS COLLIN COUNTY, TEXAS (M.R.C.C.T.); PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the property underlying the 0.032 acre unimproved right-of-way generally located north of W Poplar Street and west of Louisiana Drive, in the Collin County John Willock survey, Abstract no. 1055, Collin County, Texas, and recorded in Cabinet 1, Slide 51, Map Records Collin County, Texas (M.R.C.C.T.), have petitioned the City of Celina to vacate said right-of-way; and

WHEREAS, after due notice was sent to all persons owning properties adjacent to such right-of way and all persons affected thereby; and

WHEREAS, after due notice and hearing held before the City Council of the City of Celina, the City Council has determined and finds that the right-of-way is not needed for travel by the general public, and that the same should be vacated.

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

SECTION 1. That the 0.032 acre unimproved right-of-way generally located north of W Poplar Street and west of Louisiana Drive, in the Collin County John Willock survey, Abstract no. 1055, Collin County, Texas, and recorded in Cabinet 1, Slide 51, Map Records Collin County, Texas (M.R.C.C.T.), more fully described in Exhibit A, attached hereto, is hereby closed and vacated for public travel. The City Manager is herby authorized to sign any deeds or other necessary documents to effectuate the abandonment and conveyance of said Easement.

SECTION 2. This ordinance shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas on the 15th day of March, 2022.

Attachment: ROW Abandonment North Square at Uptown_With Exhibit A (North Square at Uptown ROW Abandonment)

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

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Exhibit A

LEGAL DESCRIPTION
30’ RIGHT-OF-WAY ABANDONMENT

BEING a tract of land located in the JOHN WILLCOK SURVEY, ABSTRACT NO. 1055, Collin County, Texas, and being part of a 30’ Right-of-Way, according to the Official Map of the Town of Celina, Texas, recorded in Cabinet 1, Slide 51, Map Records, Collin County, Texas (M.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 5/8” iron rod with a yellow cap stamped “RPLS 5674” found in the common north right-of-way line of said 30’ right-of-way and the apparent westerly right-of-way line of State Highway 289 Business (N. Louisiana Drive), at the southeast corner of a tract of land described in Deed to Uptown Celina Partners LP, recorded in Instrument No. 20211213002515270, Official Public Records, Collin County, Texas (O.P.R.C.C.T.);

THENCE S 89° 24’ 02” W, along the common north right-of-way line of said 30’ right-of-way and the south line of said Uptown Celina Partners LP tract, a distance of 31.25 feet to the **POINT OF BEGINNING** of the tract of described herein;

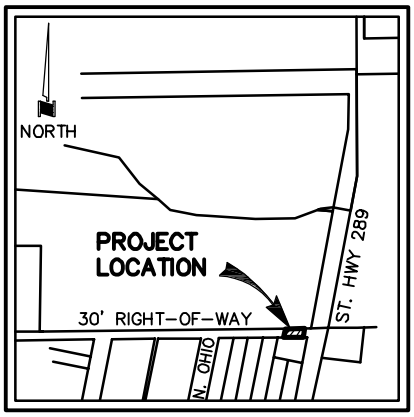
THENCE S 10° 34' 42" W, leaving said common line, over and across said 30’ right-of-way, a distance of 30.58 feet to a point on the common south line of said 30’ right-of-way and the north line of Lot 1B, 2B, Block 10 of said Official Map of the Town of Celina, Texas;

THENCE S 89° 24' 02" W, along the common line of said 30’ right-of-way and said Lot 1B, 2B, Block 10, a distance of 43.37 feet to a point for corner;

THENCE N 00° 35' 58" W, leaving said common line, over and across said 30’ right-of-way, a distance of 30.00 feet to a point on the common line of said 30’ right-of-way and said Uptown Celina Partners LP tract, from which a 1/2” iron rod found for the common southwest corner of said Uptown Celina Partners LP tract and the southeast corner of Lot 1, Block One, THE SNYDER ADDITION, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Cabinet 2006, Slide 290, M.R.C.C.T., bears S 89° 24' 02" W, 855.32 feet;

THENCE N 89° 24' 02" E, along said common line, a distance of 49.30 feet to the **POINT OF BEGINNING**, and containing 1,390 square feet, or 0.032 acres of land, more or less.

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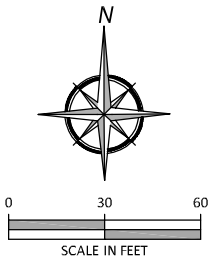


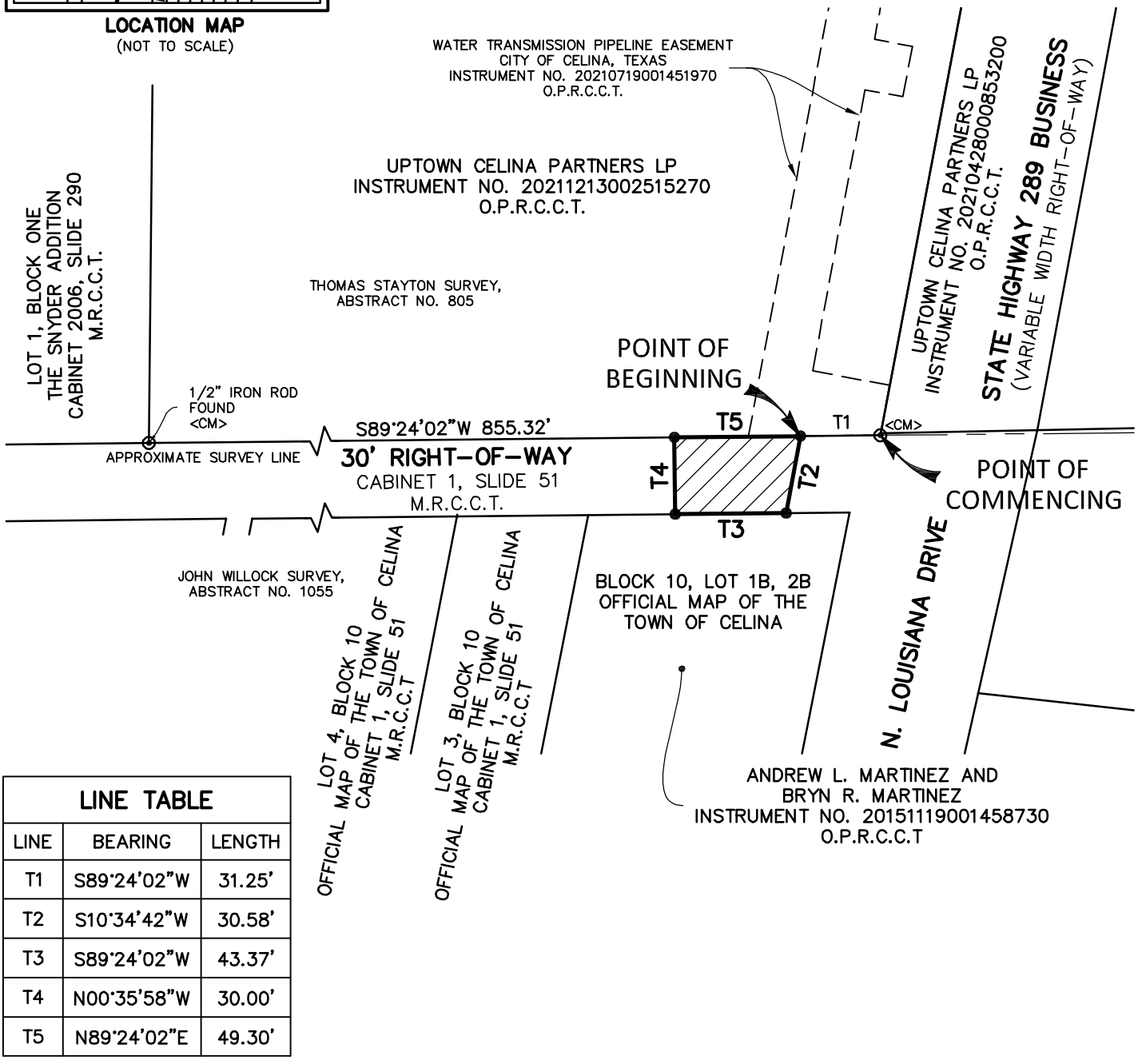
LOCATION MAP
(NOT TO SCALE)

LEGEND

O.P.R.C.C.T.	=	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
M.R.C.C.T.	=	MAP RECORDS, COLLIN COUNTY, TEXAS
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<CM>	=	CONTROL MONUMENT
⊙	=	5/8" IRON ROD W/YELLOW CAP STAMPED "RPLS 5674 (UNLESS OTHERWISE NOTED)
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NOTE:
BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202).





LINE TABLE		
LINE	BEARING	LENGTH
T1	S89°24'02"W	31.25'
T2	S10°34'42"W	30.58'
T3	S89°24'02"W	43.37'
T4	N00°35'58"W	30.00'
T5	N89°24'02"E	49.30'

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093
Phone 972-931-0694 Fax 972-931-9538
STATE REGISTRATION NUMBER: F-399

30' RIGHT-OF-WAY ABANDONMENT

1,390 SQUARE FEET OR 0.032 ACRES
JOHN WILLOCK SURVEY, ABSTRACT NO. 1055
CITY OF CELINA, COLLIN COUNTY, TEXAS

S:\PROJECTS C3D\20028\Dwg\20028ESMT03-30' ROW ABANDONMENT.dwg, 30' ROW ABAND, 2/22/2022 3:00:55 PM, clunt

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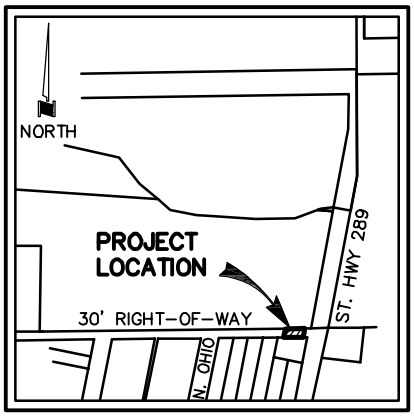
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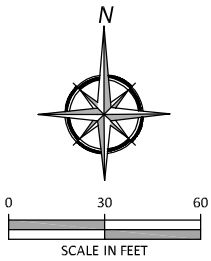


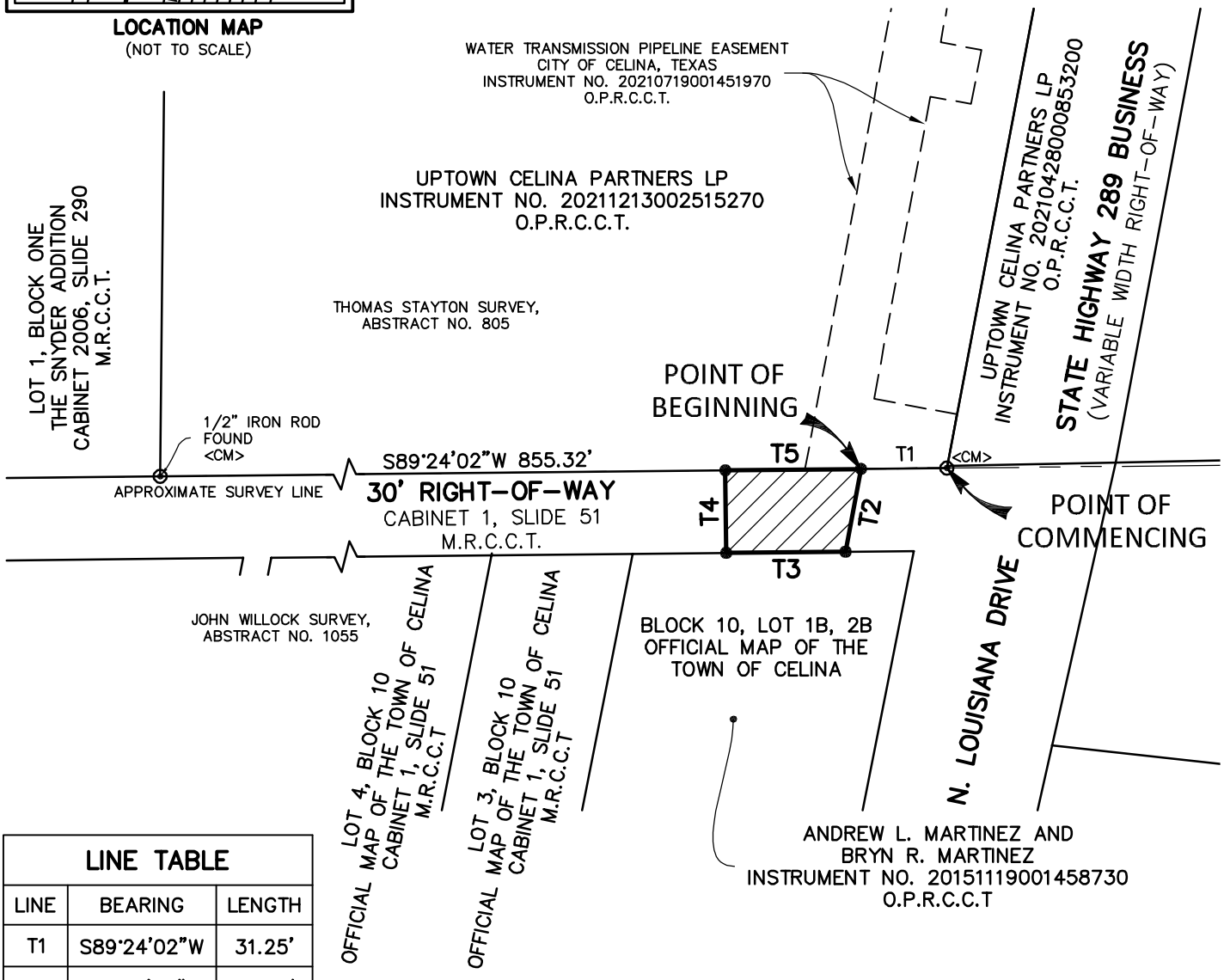
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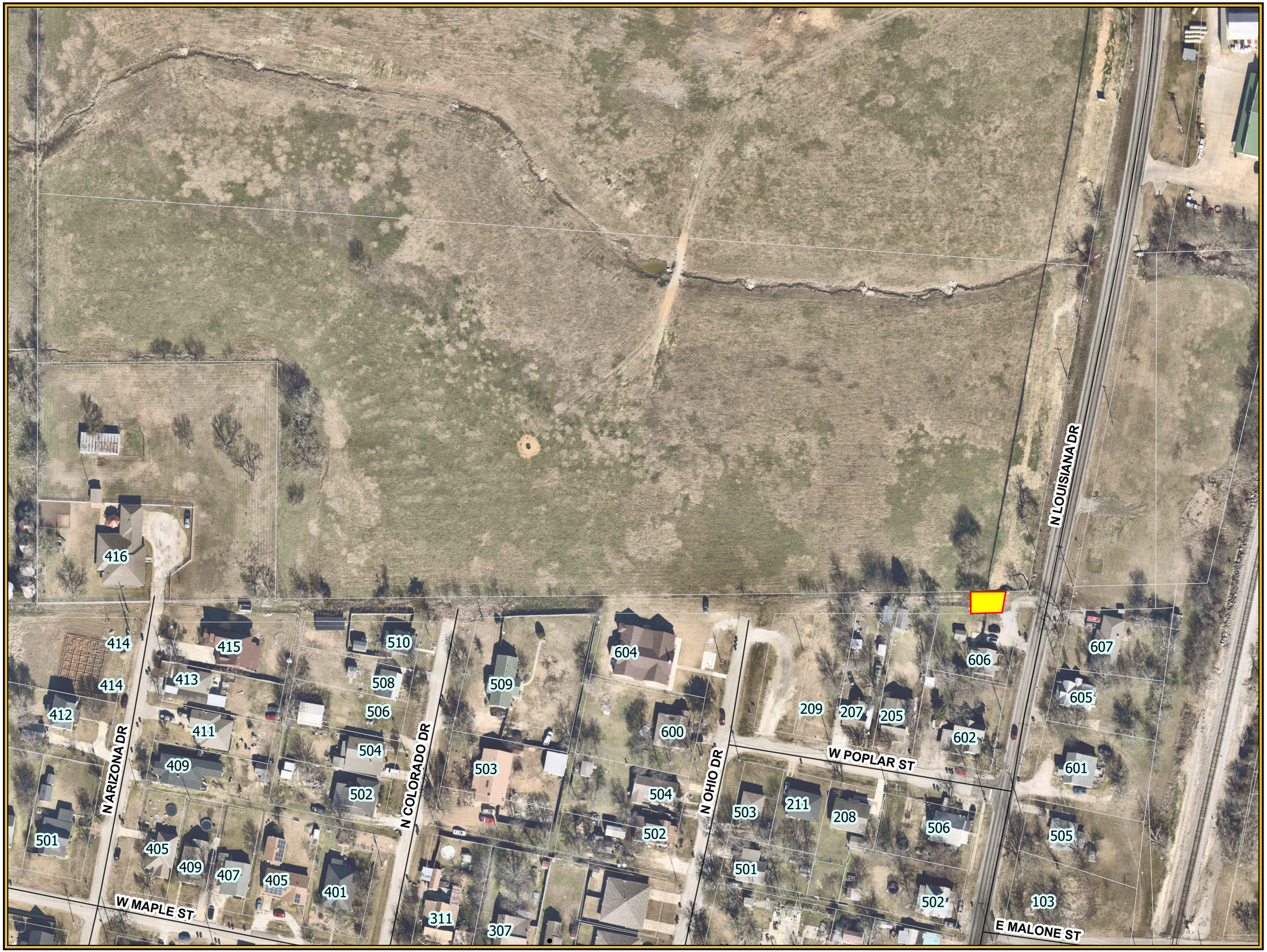
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S:\PROJECTS C3D\20028\Dwg\20028ESMT03-30' ROW ABANDONMENT.dwg, 30' ROW ABAND, 2/22/2022 3:00:55 PM, clunt



CELINA TEXAS EST. 1876

Life Connected.

Exhibit

City of Celina

Legend

- ROW Abandonment
- Roads
- Parcels

N
W E
S

0 80 160 Feet

3/8/2022

Attachment: Location Map (North Square at Uptown ROW Abandonment)



Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	March 15, 2022
Re:	FY21 Audit Acceptance

Action Requested:
Consider and act upon acceptance of the 2020/2021 Fiscal Year Audit, Single Audit and presentation by BKD. (Bromiley)

Background Information:
The Finance Department is providing the 2020-2021 Fiscal Year Audit and Single Audit.

Board Review/Citizen Input:
Audit Committee completed review

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
FY2020/2021 Annual Comprehensive Financial Report (ACFR)
FY2020/2021 Single Audit

Staff Recommendation:
Approval

City of Celina, Texas

Single Audit Reports

September 30, 2021

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

City of Celina, Texas

September 30, 2021

Contents

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Report on Compliance for the Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance – Independent Auditor's Report 5

Schedule of Findings and Questioned Costs 8

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Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Schedule of Expenditures of Federal Awards
Year Ended September 30, 2021

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
U.S. Department of Interior				
Direct Program:				
Reclamation States Emergency Drought Relief	15.514	N/A	$ -	$ 750,000
Total U.S. Department of Interior			**-**	**750,000**
U.S. Department of Justice				
Direct Program:				
Violence Against Women Formula Grants	16.588	N/A	-	70,483
Total U.S. Department of Justice			**-**	**70,483**
U.S. Department of Treasury				
Passed through from Collin County:				
COVID-19 - Coronavirus Relief Fund	21.019	None Provided	-	395,899
Total U.S. Department of Treasury			**-**	**395,899**
U.S. Department of Homeland Security				
Direct Program:				
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083	N/A	-	560,515
Total U.S. Department of Homeland Security			**-**	**560,515**
Total Federal Awards Expended			**$ -**	**$ 1,776,897**

The accompanying notes are an integral part of this Schedule.

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Notes to the Schedule of Expenditures of Federal Awards

Year Ended September 30, 2021

Notes to Schedule

1. The accompanying schedule of expenditures of federal awards (Schedule) includes the federal award activity of the City of Celina, Texas (City) under programs of the federal government for the year ended September 30, 2021.

   The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

2. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The City has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

3. The City did not have any federal loan programs during the year ended September 30, 2021.

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

BKD
CPAs & Advisors

14241 Dallas Parkway, Suite 1100 | Dallas, TX 75254-2961
972.702.8262 | Fax 972.702.0673 | bkd.com

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

The Honorable Mayor
Members of the City Council
City of Celina, Texas
Celina, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Celina, Texas (City), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 10, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BKD, LLP

Dallas, Texas
March 10, 2022

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

BKD
CPAs & Advisors

14241 Dallas Parkway, Suite 1100 | Dallas, TX 75254-2961
972.702.8262 | Fax 972.702.0673 | bkd.com

Report on Compliance for the Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Independent Auditor's Report

The Honorable Mayor,
Members of the City Council
City of Celina, Texas
Celina, Texas

Report on Compliance for the Major Federal Program

We have audited the City of Celina, Texas' (City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended September 30, 2021. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on the Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2021.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Celina, Texas, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 10, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

BKD, LLP

Dallas, Texas
March 10, 2022

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Schedule of Findings and Questioned Costs
Year Ended September 30, 2021

Summary of Auditor's Results

Financial Statements

1. The type of report the auditor issued on whether the financial statements audited were prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) was:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

2. The independent auditor's report on internal control over financial reporting disclosed:

   Significant deficiency(ies)? ☐ Yes ☒ None reported

   Material weakness(es)? ☐ Yes ☒ No

3. Noncompliance considered material to the financial statements was disclosed by the audit?

   ☐ Yes ☒ No

Federal Awards

4. The independent auditor's report on internal control over compliance for the major federal award program disclosed:

   Significant deficiency(ies)? ☐ Yes ☒ None reported

   Material weakness(es)? ☐ Yes ☒ No

5. The opinion expressed in the independent auditor's report on compliance for the major federal award program was:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

6. The audit disclosed findings required to be reported by 2 CFR 200.516(a)?

   ☐ Yes ☒ No

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Schedule of Findings and Questioned Costs (Continued)

Year Ended September 30, 2021

7. The City's major federal program was:

Cluster/Program	Assistance Listing Number
Reclamation States Emergency Drought Relief	15.514

8. The threshold used to distinguish between Type A and Type B programs was $750,000.

9. The City qualified as a low-risk auditee? ☐ Yes ☒ No

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Schedule of Findings and Questioned Costs (Continued)

Year Ended September 30, 2021

Findings Required to be Reported by *Government Auditing Standards*

Reference Number	Finding

No matters are reportable.

Findings Required to be Reported by the Uniform Guidance

Reference Number	Finding

No matters are reportable.

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Summary Schedule of Prior Audit Findings

Year Ended September 30, 2021

Reference Number	Finding

No matters are reportable.

Attachment: Celina. 2021 Single Audit - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Annual Comprehensive Financial Report

Life Connected.

Fiscal Year Ended September 30, 2021

ELECTED OFFICIALS:

Sean Terry, Mayor

Mindy Koehne, Mayor Pro-Tem, Place #5

Justin Steiner, Deputy Mayor Pro-Tem, Place #1

Jay Pierce, Place #2

Andy Hopkins, Place #3

Wendie Wigginton, Place #4

Chad Anderson, Place #6

CITY MANAGER OFFICE:

Jason Laumer, City Manager

Karla Stovall, Assistant City Manager

PREPARED BY:

Robin Bromiley, MSA, CGFO – Director of Finance

Stormy Johnson, CPA – Assistant Finance Director

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)



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City of Celina, Texas

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City of Celina, Texas

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March 10, 2022

To the Honorable Mayor and City Council, City Manager, and Residents of Celina, Texas:

The City's management staff is pleased to submit the Annual Comprehensive Financial Report ("ACFR") of the City of Celina ("City") for the fiscal year ending September 30, 2021. Provided herein is a complete set of financial statements in conformity with generally accepted accounting principles accepted in the United States of America ("GAAP") and audited in accordance with generally accepted auditing standards ("GAAS") by an independent licensed firm of certified public accountants.

The purpose of this report is to provide the council, management, staff, the public, and other interested parties with detailed information regarding the City's financial condition. State Law requires that every general-purpose local government publish a complete set of audited financial statements within six months of the close of the fiscal year. Therefore, this report is hereby submitted as mandated by both local ordinance and state statutes required for the fiscal year ended September 30, 2021.

This report consists of management's representations concerning the finances of the city. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the City's various funds. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The City is required to obtain an annual audit of the City's financial records and financial activities. BKD, LLP, a licensed, independent certified public accountants firm, has audited the City's financial statements. The independent audit's goal is to provide reasonable assurance that the City's financial statements for the fiscal year ended September 30, 2021, are free of any material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified ("clean") opinion that the City's financial statements for the fiscal year ended September 30, 2021, are fairly presented in conformity with Generally Accepted Accounting Principles ("GAAP"). The independent auditor's report is presented as the first component of the financial section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditors' report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal, and the two should be read in conjunction with each other.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)



OUR HISTORY

In the northwest corner of Collin County, Celina was not established until 1876, but settlers came into the area at a much earlier date. These settlers lived the lives of typical pioneers building their homes from logs or hauling lumber from Jefferson. They traveled by foot, horseback, or in wagons, making their clothes at home and raising what they had to eat. These early families, as well as later ones, mainly came from Tennessee or Kentucky.

In October 1879, a little settlement began to form a few miles southwest of the present-day Celina. John T. Mulkey, Celina's first Postmaster, renamed the City after Celina, Tennessee. The Methodist church was built in 1880 and also doubled as the school for a while. By 1885, a general store, mill, and drug store opened in "Old Celina". When the railroad came through the City in 1902, residents made an effort to move the City's actual main street eastward toward the tracks. The result is where the City square stands today. Celina has always been a Small City with a Big Vision!

CURRENT DAY

Celina has grown from a farming community near the Grayson County border to the most desired and valuable place to live, work and raise a family. The City has experienced unprecedented growth over the past several years with a 200% growth in population within the last five years. As of September 30, 2021, the estimated current population was 25,195 representing the city limits and not the service limits. This pace makes Celina one of the fastest-growing cities in the Dallas-Fort Worth Metroplex. Situated in high-growth Collin County and nestled between the major arteries of Preston Road to the east and the future Dallas North Tollway to the west, Celina's maximum projected buildout population is approximately 378,000. Celina is positioned geographically, demographically, and economically to quickly become a big player in the North Texas metropolitan community. Celina's median household income is $98,277, with an average home value of $480,540. Residents are only minutes away from Frisco's "$5 Billion Mile," major hospitals, and the top-ranked Prosper and Celina school districts.

COMMUNITY

Celina celebrates its authentic culture. The signature event, CajunFest, as well as several other family-oriented events including Friday Night Farmer's Markets, Movies on the Square, Splash and Blast 4th of July Celebration, Beware! Of the Square and Christmas on the Square, promote Celina's community identity. For the adults, several local wineries promote an interest in culture and good wine.

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PROFILE OF THE GOVERNMENT

The City of Celina is a home-rule city and operates on a Mayor-Council form of government. The governing body includes the Mayor and six City Council members. All governing body members serve three-year terms. The governing body, being the elected representative of the people, adopts all ordinances and resolutions and determines the general goals and policies.

The City Manager is the chief administrative officer of the government and is responsible for the enforcement of laws and ordinances, the appointment and supervision of the directors or department heads, and City functions' performance.

The City of Celina provides a full range of services supported through the City's empowerment to levy property tax on both real and personal properties located within its boundaries and the ability to extend its corporate limits by annexation when deemed appropriate by the City Council. These services include fire and police services, ambulance and emergency services, the public library, parks and recreation, water, sewer, trash pickup, traffic engineering, streets and infrastructure, community development including planning and zoning, public improvements, economic development and other administrative services.

The financial reporting entity includes all funds of the primary government as well as its component units. The component units are legally separate entities for which the primary government is financially accountable, but they are not part of the primary government's operations. The Celina Community Development Corporation (Type B) and Celina Economic Development Corporation (Type A) are included in the City's financial statements as discretely presented component units.

FINANCIAL INFORMATION

Financial System and Budgetary Controls

City management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. Management must also ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The contract of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived, and (2) the valuation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the above framework

The City's accounting records for general governmental activities are maintained on a modified accrual basis, with revenues recorded when available and measurable, and expenditures being recorded when the services or goods received, and the liabilities incurred. Accounting records for the City's water and sewer and other proprietary activities are maintained on the accrual basis.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City Council is required to adopt an annual operating budget no later than October 1st, the beginning of the fiscal year. A collaborative team made up of the City Manager, Executive Directors and Department Directors, all work together to prepare a balanced budget that provides for the strategic vision outlined by City Council at the beginning of the process. The proposed budget follows a timeline to insure additional scrutiny is received by City Council during their workshop sessions. The City follows the Truth-in-taxation process for adoption of the budget and ad valorem tax rate.

The budget is developed on a departmental level and adopted at the General, Debt Service, and Water Wastewater fund level. The level of control at which expenditures may not exceed budget with our City Council approval is at the fund level. The objective of budgetary controls is to ensure compliance with legal provision contained in the annual budget approved by the City Council. The City Manager has authority to approve individual departmental budget overages. This budgetary level serves as the foundation for the City's financial planning and control. The City Council approves any amendment or additional funding requests for appropriations when the budget is exceeded at the fund level.

The City of Celina has prepared capital improvement long term plans that provide the framework for our future forecasting for the issuance of debt in addition to the necessity of operations and maintenance. Our priority is to provide long range financial planning to ensure sustainability as well as meeting the service needs and expectations of our citizens. The City currently provides one year approved balanced budget with four years of planning at the operational level utilized internally for forecasting.

The accompanying Annual Comprehensive Financial Report incorporates funds of the City, includes all government activities, organizations, and functions for with the City is financially accountable including its component units. The City's component units are legally separate entities for which the City is financially accountable but are not part of the City's operations.

The City's discretely presented component units are:

- Celina Economic Development Type 4A Sales Tax Corporation (EDC)
- Celina Community Development Type 4B Sales Tax Corporation (CDC)

LOCAL ECONOMY

During the past year, Celina has experienced tremendous growth. The growth is primarily because of new residential developments coming into the City. These new developments will bring a significant number of homes into Celina over the next several years. The average single-family home was on the market for fifteen days with an average price of $505,516. The Sales Price vs the Listed price was 102.72%. A total of 8,205 homes have been permitted between 2016 and 2021. The number of single-family construction permits has risen from 1,562 to 2,734 during the past fiscal year. In 2021, Celina was named the #1 Fastest Growing City in North Texas by Dallas Business Journal for the second year in a row. This rate of growth will have a significant impact on the City, the counties, and the school districts.

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During fiscal year 2021, Celina welcomed Caliber Collision, Summer Moon, Texas Republic Bank, Valley Vines along with 15 other businesses into Celina. The City sales tax has increased with the addition of brick-and-mortar establishments and the local demand for online shopping and shop local campaigns, the City recognized a 62% increase in sales tax during FY 2021 as compared to FY 2020. With new retail development comes the expectation that sales tax revenue will continue to increase as the new commercial entities and homes are built within the City.

Celina ISD is in the process of constructing a middle school that will be open fall 2022. The CISD also has plans of adding one elementary school every year for the next few years. The Collin College - Celina Campus opened in fall of 2021. The 75-acre campus has a 96,000 square foot facility. It is currently designated to accommodate 2,500 students. The Celina Campus will provide greater access to higher education for northwestern Collin County

MAJOR INITIATIVES

The City has completed several studies and plans during fiscal year 2021. These plans and initiatives will shape the development of Celina for the next decade.

The list of these accomplishments are as follows:

- ✓ Completed the 2040 Comprehensive Plan Update
- ✓ Establishment of Sustainability Programs
- ✓ Created the Neighborhood Vision Book
- ✓ Launched the Citizens, Fire and Police Government Academies
- ✓ Implemented Library Homeschool Program
- ✓ Adopted Impact Fee and Water Wastewater Study
- ✓ Established a School Resource Officer Program with CISD
- ✓ Established a Downtown Commission
- ✓ Adopted Downtown Code

Public infrastructure improvement projects for the City of Celina, which are funded and contacted by the City, are called Capital Improvement Projects. The following Capital Improvement Projects were completed, started or under design during FY 2021.

- ✓ Choate Parkway was completed.
- ✓ Old Celina Park Phase II was completed
- ✓ Land acquisitions were completed for future park projects.
- ✓ The Law Enforcement Center and Fire Station #3 are under design.
- ✓ Collin College and the Dallas North Tollway outer loop extension broke-ground in FY 2020. The section from Dallas North Tollway to Choate Parkway was completed.

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- ✓ The City started construction on the Celina Road Ground Storage Tank, Outer loop project from Choate Parkway to Custer Road, Frontier Parkway project from Dallas North Tollway to Preston Road.

ACKNOWLEDGMENTS

The preparation of this report would not have been possible without the skill, effort, and dedication of the entire staff of the Finance Department. We wish to thank all government departments for their assistance in providing the data necessary to prepare this report. We would also like to thank the Mayor and City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Celina's finances.

Respectfully submitted,

Robin Bromiley

Robin Bromiley, MSA, CGFO

Director of Finance

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Life Connected.

THE CITY OF CELINA
CORE VALUES

Life Connected.

INTEGRITY

- We do the right thing at all times
- We are committed to building and maintaining credibility and trust both internally and externally
- We are accountable in our words and actions
- We question that which may be inconsistent with our Core Values

COMMUNITY

- We are a unified body and work as a team
- When we disagree, we resolve it according to our Core Values
- We value and respect all employees and our customers
- We foster a culture that includes understanding, support, balance and a sense of humor
- We embrace openness, diversity and inclusion

EXCELLENCE

- We always do our best
- We embrace innovation and efficiency while remaining good stewards of City resources
- We are accountable and take pride in our work
- We seek opportunities to learn and expand our professional horizons

SERVICE

- We are selfless public servants and believe in helping other
- We treat everyone the way we wish to be treated
- We are caring and empathetic in all we do
- We work to deliver excellent service to all we encounter

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Life Connected.

WHAT DOES "LIFE CONNECTED" MEAN?

Celina is literally wired for connectivity with highspeed fiber but also encourages personal connections through interconnected trails, open patios, and a thriving City square. Businesses and communities are built on these connections.

Celina brings people together.

BUSINESS SPOTLIGHT VIDEOS

Business Spotlight videos are produce to introduce Celina's small businesses to out community, providing free advertisement opportunities on our Youtube channel and in the monthly Life Connected newsletter

LIFEINCELINATX.COM

Our lifestyle website features sections for Live, Work, Play and Learn activities around Celina.

LIFE IN CELINA PODCAST

The official community podcast of Celina,.On every episode, we celebrate and share the stores behind the amazing people, businesses, and groups that make Celina Home.

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CELINA TEXAS est. 1876

Life Connected.

Celina Fast Facts

Updated July 2021

CELINA TEXAS ECONOMIC DEVELOPMENT CORPORATION

Population

	City Limits	Service Area
Population 2021	22,793	28,413
Population 2026	51,000	58,161

2020 Trade Area: 36,385
2020 Single Family Permits: 1,862
Buildout Population: 378,000



Demographics

Median Age: 37

Education

48% Bachelor's/Grad/Prof Degree
28% Some College
20% High School Graduate

Median Household Income: $98,277
Average Home Value: $480,540

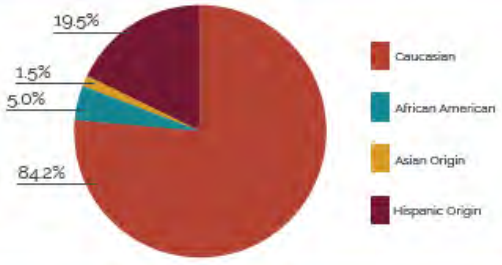
Transportation

Airports

Dallas Love Field Airport – 38.6 Miles/45 Min
DFW Airport – 37.4 Miles/45 Min

Major Highways

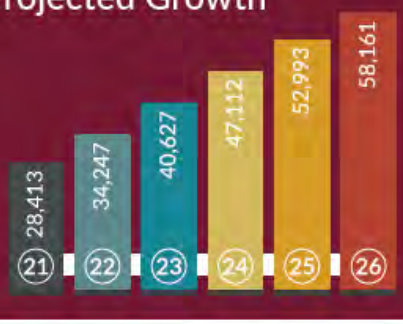
N/S: Dallas North Tollway, US 289, FM 1385, FM 2478
E/W: FM 428, FM 455, Outer Loop (Est. comp. 2021-22)



Education

Celina ISD: 1 high school, 2 middle schools, and 3 elementary schools
Prosper ISD (in Celina): 3 elementary schools
Collin College: Celina Campus (open August 2021)

Projected Growth



Celina Economic Development Corporation | (972) 382-3455 | info@celinaedc.com

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Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Celina
Texas

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

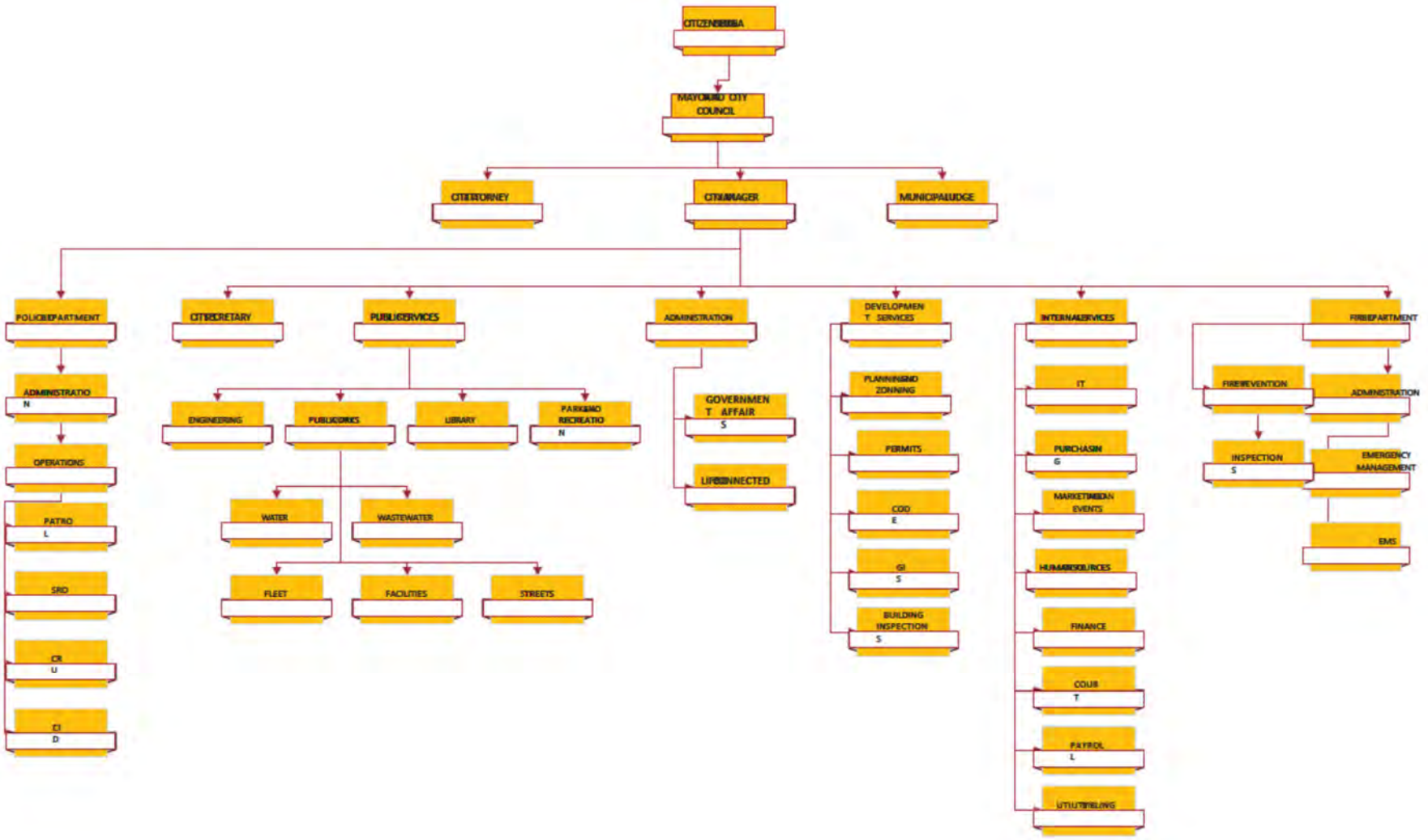
Christopher P. Morrill

Executive Director/CEO

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City of Celina, Texas

Organizational Chart



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Financial Section

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BKD
CPAs & Advisors

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972.702.8262 | Fax 972.702.0673 | bkd.com

Independent Auditor's Report

Members of the City Council
City of Celina, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Celina (City), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension and other postemployment benefit information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules, introductory, and statistical sections as listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

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The combining and individual fund financial statements and schedules is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we also have issued our report dated March 10, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

BKD, LLP

Dallas, Texas
March 10, 2022

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Management's Discussion and Analysis

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City of Celina, Texas
Management's Discussion and Analysis
September 30, 2021

Management's discussion and analysis provides a narrative overview of the financial activities and changes in the financial position of the City of Celina, Texas (the City), for the fiscal year ended September 30, 2021. It is offered here by the management of the City to the readers of its financial statements. Readers are encouraged to consider the information presented here in conjunction with the information furnished in our letter of transmittal in the introductory section and the City's financial statements and accompanying notes.

FINANCIAL HIGHLIGHTS

- The capital assets represent the city's investment in infrastructure, which increased this fiscal year by $71.26 million. Of this amount, governmental activities increased $50.26 million, bringing net capital assets to $153.04 million. The Business-type activities grew $21.01 million to a total net capital asset of $135.48 million.
- The City's total net position increased by $79.09 million during the fiscal year.
- The City's total amount of outstanding debt is $216.5 million.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of four parts; management's discussion and analysis (this section), basic financial statements, required supplementary information, and combining statements for nonmajor governmental funds.

The basic financial statements include two kinds of statements that present different views of the City:

- The first two statements are Government-Wide Financial Statements that provide information about both the short-term and long-term financial status of the City as a whole.

- The remaining statements are Fund Financial Statements that focus on individual parts of the City's government, reporting the City's operations in more detail than the Government-Wide statements.

    - The Governmental Fund Statements take a short-term view and demonstrate how general government services like public safety were financed during the fiscal year.

    - The Proprietary Fund Statements offer both short-term and long-term financial information about the activities the government operates like businesses, such as the water and wastewater system.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Management's Discussion and Analysis
September 30, 2021

The financial statements also include notes that explain information in the financial statements and provide more detailed data. The statements are followed by a section of required supplementary information that further explains and supports the information in the financial statements. In addition to these required elements, we have included a section with combining statements that provide details about our nonmajor governmental funds, each added together and presented in single columns in the basic financial statements.

Government-Wide Financial Statements. The government-wide financial statements include the Statement of Net Position and the Statement of Activities. These statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business. Both are prepared using the economic resources focus and the accrual basis of accounting, meaning that all the current year's revenues and expenses are included regardless of when cash is received or paid.

Statement of Net Position. The Statement of Net Position presents information on the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources including capital assets and long-term obligations. The difference between the four is reported as net position. Over time, the increases or decreases in net position may serve as a valuable indicator of whether the City's financial position is improving or deteriorating. Other indicators of the City's financial position should be taken into consideration, such as the change in the City's property tax base and condition of the City's infrastructure (i.e., roads, drainage systems, water and sewer lines, etc.), in order to more accurately assess the overall financial condition of the City.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. It focuses on both the gross and net costs of the government's various activities and thus summarizes the cost of providing specific government services. This statement includes all current year revenues and expenses.

The Statement of Net Position and the Statement of Activities divide the City's activities into two types:

- *Governmental Activities*. Most of the City's basic services are reported here, including general government, police and fire protection, municipal court, streets, park and recreational activities, cultural events, and library. Property taxes, sales taxes, franchise taxes, and building permits provide the majority of the revenue for these activities.

- *Business-Type Activities*. Activities for which the City charges customers a fee to pay most or all of the costs of a service it provides are reported here. The City's business-type activities include water distribution/ wastewater collection, solid waste collection/ disposal, and stormwater drainage.

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City of Celina, Texas
Management's Discussion and Analysis
September 30, 2021

Fund Financial Statements. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. These statements focus on the most significant funds and may be used to find more detailed information about the City's most significant activities. The funds of the City can be divided into two categories: governmental funds and proprietary funds.

- ***Governmental Funds*.** Governmental funds are used to account for the majority of the City's activities, which are essentially the same functions reported as governmental activities in the government-wide statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

  The focus of the governmental funds' financial statements is narrower than that of the government-wide financial statements. Therefore, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds' Balance Sheet and the governmental funds' Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison. These reconciliations explain the differences between the government's activities as reported in the government-wide statements and the information presented in the governmental funds' financial statements.

  The City reports fourteen individual governmental funds. Major funds are presented separately in the governmental funds' Balance Sheet and in the governmental funds' Statement of Revenues, Expenditures, and Changes in Fund Balances and include the General Fund, the Debt Service Fund, the Street Construction Fund, Parkland Feeds Fund, and the Bond Fund. Data for the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

  ***Proprietary Funds*.** The City charges customers directly for certain services it provides. These services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the statement of net position and the statement of activities. The City's enterprise funds (a fund type of proprietary funds) are identical to the business-type activities reported in the government-wide statements. Still, enterprise fund financial statements provide more detail and additional information, such as cash flows.

  The City of Celina maintains one individual enterprise fund. The City uses this fund to account for its water and sewer, storm drainage, and environmental services.

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Notes to the Financial Statements. The notes provide additional information that is essential to gain a complete understanding of the data provided in the government-wide and fund financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary information (RSI) concerning the City's progress in funding its obligation to provide pension benefits and other post-employment benefits to the employees.

The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information on pensions.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

At the end of the fiscal year 2021, the City's net position (assets and deferred outflows of resources exceeding liabilities and deferred inflows of resources) totaled $232.24 million. Total assets of the City on September 30, 2021 were $480.78 million, deferred outflows of resources were $804,864, total liabilities were $249 million, and deferred inflows of resources were $344,878 resulting in a net position balance of $232.24 million, a 51.6% increase over the previous year. This analysis focuses on the net position and changes in net position.

Net Position. The largest portion of the City's net position, $139.6 million, reflects its investment in capital assets (land and improvements, buildings, infrastructure, vehicles, machinery, and equipment), less any related outstanding debt used to acquire those assets. The City uses these assets to provide services to its citizens; consequently, these assets are not available for future spending. Although the City reports its capital assets net of related debt, the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted portion of the City's net position, $400,464 for pension asset, $2.17 million for debt, and $6.8 million for capital projects represent resources that are subject to external restrictions on how they may be used. The City's unrestricted net position is $83.26 million, which may be used to meet the City's future obligations.

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Table 1
City of Celina Net Position

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Assets						
Current and other assets	$ 105,364,045	$ 50,629,515	$ 86,897,738	$ 41,412,884	$ 192,261,783	$ 92,042,399
Capital assets, net	153,043,680	102,786,257	135,476,249	114,471,419	288,519,929	217,257,676
Total assets	258,407,725	153,415,772	222,373,987	155,884,303	480,781,712	309,300,075
Deferred Outflows of Resources	707,981	570,509	96,883	99,966	804,864	670,475
Liabilities						
Other liabilities	8,193,487	9,915,016	6,838,985	3,078,960	15,032,472	12,993,976
Long-term obligations	124,960,401	61,885,285	109,009,280	81,612,805	233,969,681	143,498,090
Total liabilities	133,153,888	71,800,301	115,848,265	84,691,765	249,002,153	156,492,066
Deferred Inflows of Resources	296,707	283,173	48,171	49,841	344,878	333,014
Net Position						
Net investment in capital assets	83,742,420	51,424,407	55,835,300	54,394,479	139,577,720	105,818,886
Restricted for net pension asset	344,399	249,857	56,065	44,092	400,464	293,949
Restricted for debt service	2,166,835	2,228,648	-	-	2,166,835	2,228,648
Restricted for capital projects	10,665,568	2,446,829	-	-	10,665,568	2,446,829
Unrestricted	28,745,889	25,553,066	50,683,069	16,804,092	79,428,958	42,357,158
Total net position	$ 125,665,111	$ 81,902,807	$ 106,574,434	$ 71,242,663	$ 232,239,545	$ 153,145,470

Changes in Net Position. The government's overall net position increased $79.09 million over the prior fiscal year. The reasons for the overall increase are discussed in the following sections for governmental activities and business-type activities.

Government activities increased the City's net position by $43.76 million from the prior year. This was due in part to an increase in ad valorem tax revenues, building permit revenues, and capital contributions. Key revenue and expense transactions are as follows:

- Net Investment in Capital Assets increased by $1.44 million. The represents the capital assets less the liabilities of infrastructure added to the utility.
- Unrestricted Net Position increased $33.9 million. The unrestricted balances include operating costs and funding for future capital projects. In addition, $25.5 million is committed to the Utility Impact Fee projects, Storm-water Drainage projects, Water Capital Recovery projects, and Wastewater Capital Recovery fee projects. The remaining funds are utilized to meet the fund balance requirements of each operating fund.

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- General government expenses increased approximately $3.7 million over last year. This was anticipated due to the demands on service from the additional housing developments and consequently more residents moving to the City. Administration, fire, police, and development services had the largest increases in 2021. Interest expense also increased as additional debt has been issued to keep up with growth.

Business type activities increased net position by $35.3 million. Key elements to the change in net position are as follows:

- The City received $13.9 million in capital contributions from developers in the form of new water, drainage, and sewer lines.
- The City collected $12.4 million in impact fees and capital recovery fees for future water and wastewater infrastructure updates.
- Net Investment in Capital Assets increased by $1.44 million. The represents the capital assets less the liabilities of infrastructure added to the utility.
- Unrestricted Net Position increased $33.9 million. The unrestricted balances include operating costs and funding for future capital projects. In addition, $25.5 million is committed to the Utility Impact Fee projects, Storm-water Drainage projects, Water Capital Recovery projects, and Wastewater Capital Recovery fee projects.

Water sales increased by $689,796, or 8%, over the previous fiscal year. This increase was due to the increased number of customers. The City's number of water customers grew by approximately 2,000 in 2021, a 25% increase from the prior year. Simultaneously, the cost for water, sewer treatment, certificate of convenience and necessity service areas (CCN), and new meter installs; increased 24% over last year.

- In 2021, approximately 1,528 Certificates of Occupancy were issued for single family homes which is reflected in the new water meter customer accounts.
- Expenses increased by 16% due mainly to the $455,113 increased water purchasing cost, $475,658 increase in garbage collection cost, and $166,518 in personnel expenses to keep up with increased service demands.

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City of Celina, Texas
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Table 2
City of Celina
Change in Net Position

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Program Revenues						
Charges for services	$ 25,842,056	$ 13,048,290	$ 41,304,183	$ 26,722,197	$ 67,146,239	$ 39,770,48
Operating grants/contributions	3,636,696	2,764,624	-	-	3,636,696	2,764,62
Capital grants/contributions	19,822,044	15,870,800	13,904,905	23,622,709	33,726,949	39,493,50
General revenues:						
Ad valorem taxes	12,892,450	10,679,289	-	-	12,892,450	10,679,28
Sales taxes	2,652,260	1,823,693	-	-	2,652,260	1,823,69
Franchise taxes	602,037	602,603	-	-	602,037	602,60
Other	8,714,771	4,654,145	333,097	686,102	9,047,868	5,340,24
Total program revenues	74,162,314	49,443,444	55,542,185	51,031,008	129,704,499	100,474,45
Expenses						
Administration	5,295,666	4,676,077	-	-	5,295,666	4,676,07
Judicial	204,724	166,725	-	-	204,724	166,72
Fire and emergency services	5,912,755	5,406,951	-	-	5,912,755	5,406,95
Development services	7,529,485	6,177,019	-	-	7,529,485	6,177,01
Public works	2,636,498	2,888,942	-	-	2,636,498	2,888,94
Police department	4,627,454	3,729,439	-	-	4,627,454	3,729,43
Parks and recreation	1,886,673	1,853,913	-	-	1,886,673	1,853,91
Library	244,058	252,721	-	-	244,058	252,72
Infrastructure	-	-	-	-	-	
Main street project	75,898	142,972	-	-	75,898	142,97
Interest and fiscal charges	2,320,903	1,752,515	-	-	2,320,903	18,940,62
Water, sewer and sanitation services	-	-	19,876,311	17,188,107	19,876,311	17,188,10
Total expenses	30,734,113	27,047,274	19,876,311	17,188,107	50,610,424	44,235,38
Excess before transfers	43,428,201	22,396,170	35,665,874	33,842,901	79,094,075	56,239,07
Contributions from component unit	-	1,173,784	-	-	-	
Transfers	334,103	2,752,921	(334,103)	(2,752,921)	-	
Change in Net Position	43,762,304	26,322,875	35,331,771	31,089,980	79,094,075	57,412,85
Net Position - Beginning of Year	81,902,807	55,579,932	71,242,663	40,152,683	153,145,470	95,732,61
Net Position - End of Year	$ 125,665,111	$ 81,902,807	$ 106,574,434	$ 71,242,663	$ 232,239,545	$ 153,145,47

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FINANCIAL ANALYSIS OF THE FUNDS

The focus of the City's funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information helps assess the City's financing requirements. In particular, the unassigned fund balance in the governmental funds may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

Governmental Activities. Governmental activities had an increase in fund balance of $56.2 million:

- **General Fund** – The General Fund is the primary operating fund of the City. The fund balance is $16.6 million, representing an increase of $7.69 million from the previous year. The General Fund revenues had a healthy increase due to increased development and growth of the City. Permits and inspection fees had an increase of $7.5 million over the prior year. Sales tax revenue also recognized an increase of $800 thousand. The General Fund's overall expenses increased 25% from last year from $17.9 million to $22.4 million, approximately $4.5 million. The increase was attributable to rising demands of service amongst the majority of the departments such as Engineering by 28%, Fire Department by 22%, and Police by 29%.

- **Debt Fund** – The Debt Fund's fund balance decreased $61,813 due to the increased debt payment of $510,400 over the prior year. The ending fund balance is $2.17 million.

- **Street Construction Fund** – The Street Construction Fund's fund balance decreased $3.6 million in the current fiscal year due to $4.6 million expended on capital assets.

- **Parkland Fee Fund** – The Parkland Fee Fund accounts for the financing and acquisition of major capital park projects. The City received this year $5.3 million in revenue from park fees. In addition, the City received a $1.5 million Collin County Open Space Grant for land purchase. Revenue from a developer agreement was recognized in 2021 of approximately $2.3 million for parks use. The City spent $4.7 million on construction and engineering and transferred $2.6 million to other funds.

- **Bond Fund** – The Bond Fund's fund balance increased $43.7 million primarily due to $60.3 million of new bonds issued during 2021. This issuance was offset by $20.6 million expended on capital assets during the current year and remaining bond proceeds will be spent in future years on capital projects. The ending fund balance is $53.4 million.

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Business-Type Activities:

- **Water Wastewater Fund** – The fund had a change in net position of $35.3 million, including operating income of $23.6 million, less non-operating expenditures of $1.05 million, plus capital contributions of $13.2 million, less transfers out of 334,103. The net income includes the combination of seven separate utility operating funds. These are separated internally to allow for proper control and accountability to ensure the funds' disposition meets statutory requirements. For example, Impact fees and Capital Recovery Fees, both of which earned substantial revenues this year, are managed through separate funds but combined within the operating portion of this fund for financial statement purposes.

BUDGETARY HIGHLIGHTS

In the fiscal year 2020-2021, the General Fund expenditure budget was increased by $6.67 million over the 2019-2020 budget. During the fiscal year, budget amendments increased the original revenue budget by $969,188 and increased the expenditure budget by $3.33 million. Amendments were for building permits, grant awards, and unanticipated expenditures during the year. During the fiscal year, the City regularly reviews the budget and determines if a budget amendment is reasonable and necessary. All budget amendments receive scrutiny and City Council approval through an ordinance.

In the General Fund, the actual revenue received in comparison to the final budget was over by $9,582,182. This positive variance is most noticeable in licenses and permits and sales tax revenue. General Fund expenditures had a final budget to actual variance of $2,570,306 prior to other financing sources/uses. The savings between actual and amended expenditures is due to some projects that didn't start on time and or were canceled. The projects /capital items that weren't able to be completed in FY 2021 have been included in the FY 2022 budget. Also, during the last part of the year, many materials and supplies were being delayed due to shipping and manufacturing issues.

The City used a portion of the excess General Fund balance to continue to fund $500,000 to the Economic Stabilization Fund and $635,725 to the vehicle and equipment replacement fund. In addition, the City created a Street Construction fund to put aside money for future road and infrastructure improvements of $950,000. A vehicle and equipment repair fund was also created in FY 2021 for the Water/Wastewater enterprise funds. The opening contribution was $906,895.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The City's investment in capital assets for its governmental and business-type activities as of September 30, 2021, amounts to $288.5 million (net of accumulated depreciation), as shown in the table below. This investment in capital assets includes land, buildings, improvements, vehicles, machinery and equipment, infrastructure, and construction in progress. Additional information on the City's capital assets can be found in Note 5 to the financial statements.

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Some of the items completed during the fiscal year include:

- $12.2 million for the Downtown Wastewater Treatment Plant
- $4.1 million for Fire Station #2 located in Celina Farms
- $1.7 million for the Preston Road water line
- $1.3 million for the Celina Wastewater Treatment Plant improvements
- $1.3 million for Wastewater improvements at City Hall
- $32.8 million in infrastructure is related to developers' contributions

	Governmental Activities		Business-type Activities		Totals	
	2021	2020	2021	2020	2021	2020
Land	$ 25,526,319	$ 9,391,746	$ 3,264,576	$ 3,135,272	$ 28,790,895	$ 12,527,018
Buildings	17,533,708	12,623,758	12,583	13,742	17,546,291	12,637,500
Parks	9,484,084	9,368,791	-	-	9,484,084	9,368,791
Infrastructure	63,919,231	45,806,900	121,782,824	92,597,064	185,702,055	138,403,964
Vehicles, machinery and equipment	6,515,952	6,185,301	1,415,298	1,392,881	7,931,250	7,578,182
Construction in progress	30,064,386	19,409,761	9,000,968	17,332,460	39,065,354	36,742,221
Total capital assets, net	$ 153,043,680	$ 102,786,257	$ 135,476,249	$ 114,471,419	$ 288,519,929	$ 217,257,676

Long-term Debt: At the end of the current fiscal year, the City of Celina had total bonded debt outstanding of $216.4 million, as shown. Of this amount, $204.1 million represents tax-supported bonds, and $12.3 million represents self-supported bonds. The $82.3 million increase in debt are for numerous upcoming projects such as a public safety, parks and recreation, and municipal administration facilities. Also, for building a downtown community parking lot, and land purchases. This is in addition to the streets, drainage, water and sewer infrastructure to keep up with the projected growth explosion.

	Governmental Activities		Business-type Activities		Totals	
	2021	2020	2021	2020	2021	2020
General obligation bonds	$ 10,860,000	$ 7,115,000	$ 845,000	$ 1,305,000	$ 11,705,000	$ 8,420,000
Certificates of obligation	103,695,000	50,940,200	101,080,000	74,769,800	204,775,000	125,710,000
Total Bonds Payable	$ 114,555,000	$ 58,055,200	$ 101,925,000	$ 76,074,800	$ 216,480,000	$ 134,130,000

In fiscal year 2021, the City issued $7,290,000 in General Obligation Refunding Bonds which refunded the General Obligation Improvements Bonds, Series 2011 and Series 2013. The City also issued $88,095,000 in Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2021 and Series 2021A.

Additional information on the City's long-term debt can be found in Note 6 to the financial statements.

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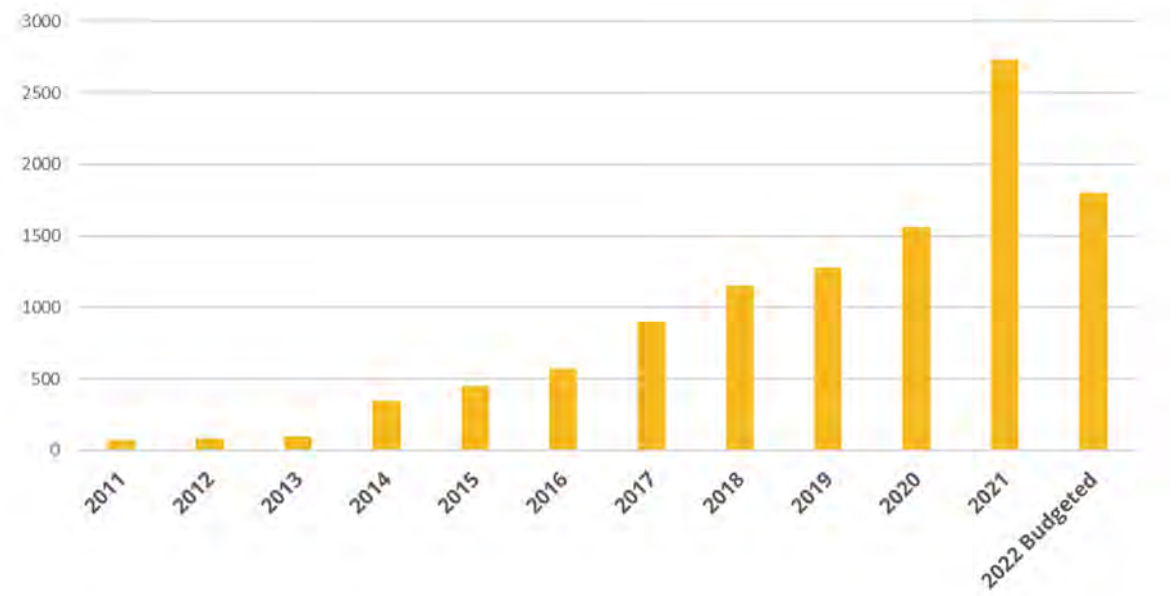
ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

In the fiscal year 2021-2022 budget, the City's goal has been to successfully provide the City Council with a collaborative budget that included departmental participation to collectively balance the budget. The following revenues and expenditures were important components of the budget.

Property taxes. According to the Collin and Denton County Central Appraisal District, the certified taxable value after the homesteads with tax ceiling is estimated to be $2,765,760,979. This value is 31% or $665 million more in assessed valuation than the 2020 adjusted taxable value (as of 07/30/2021). Of this increase, $361 million is attributable to new taxable values added to the tax roll, including improvements and personal property.

Building Permits growth. Revenues from permits in FY 2021-2022 are planned at $10 million with a 53.85% growth rate over the original adopted FY 2020-2021 budget of $6.5 million. The projected total permits for FY 2021-2022 are 1,800.

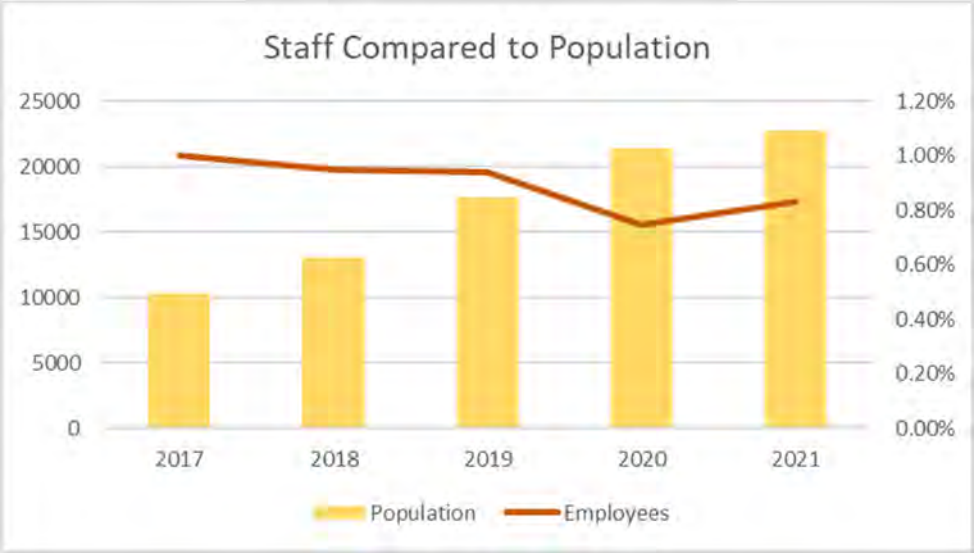
The City of Celina continues to see strong population and economic growth. In the last ten years, the population has grown from 6,028 in 2011 to 25,195 in 2021. The leading driver of the City's population growth is a strong local housing market. The City issued 2,734 building permits, which increased by 75% over last year's 1,562. Accordingly, permit fee collections have increased by $6,184,214 or 80% for the same period. For the fiscal year 2020-2021, the City collected $13.8 million in permit fees compared with $7.6 million for the same period last year. The increase in building permits and fees is a result of strategic planning going back to 2011.



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Staffing. The City's population growth has increased at an average pace of 125% over the last five years. Within the FY 2021-2022 budget, thirty new, full-time equivalent positions were included to assist the departments in keeping with the service level demands. The new personnel, including compensation and benefits, cost $2.4 million.



Capital projects. The following capital projects are scheduled to start in FY2022:
Governmental:

- Senior Citizen Center Remodel @ Bobcat Stadium - $225,000
- Law Enforcement Center - $26,604,700
- Sutton Fields Fire Station #3 - $6,697,500
- Downtown Patio Plaza - $1,535,000
- Fire Station #3 Ambulance & Equipment - $500,000
- Sunset Lift Station - $368,000
- Celina Parkway - $100,800

Water/Wastewater:

- N Preston Rd Waterline – Marble St to Public Works Admin Building - $150,000
- Parks of Wilson Creek Wastewater Line - $903,079
- Feasibility Study Regions Treatment Plant (75 MGD) - $85,000
- Oklahoma Wastewater Line Upgrade - $1,755,000
- Maryland Drainage Improvements - $272,000
- Beech Street – Louisiana to Oklahoma - $1,181,070

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Fund Balance and Reserve. By ordinance, the City is required to maintain 25% of annual operating expenses, equal to a 90 days reserve, as a balance in the governmental fund account. Revenues from property taxes to pay for services are typically delayed due to the timing of new growth showing up on the tax rolls resulting in cost for new growth to be paid immediately, while the revenues follow a year later.

The City's proprietary fund, Water Wastewater Fund, practices a reserve of 40%, or 146 days, of working capital. The primary source of revenue is generated by water sales dependent on rate and consumption by customers, while cost is at a 'pay as you go.' This sole source revenue creates the need for a higher fund balance reserve. The reserve is designed to smooth out the low seasonal sales common in the winter months and even the occasional Texas 'wet' summers in an effort to keep rate increases at a minimum.

The 40% reserve is applicable to actual operating expenditures and excludes funds received that are dedicated to capital projects or have restrictions. For both funds, the City monitors the fund balances as a good fund balance is attractive to rating agencies in evaluating a city's financial health.

Contacting the City's Financial Management:

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. Questions concerning this report or need for additional information, including financial information for the City's two component units, should be addressed to Robin Bromiley, Director of Finance, by phone at (972) 382-2682 or by e-mail at rbromiley@celina-tx.gov.

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Basic Financial Statements

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Government-wide Financial Statements

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City of Celina, Texas
Statement of Net Position
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	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total	Economic Development Corporation	Community Development Corporation
Assets					
Cash and cash equivalents	$ 102,425,819	$ 53,123,821	$ 155,549,640	$ 1,965,679	$ 2,474,323
Investments	-	-	-	-	-
Property taxes receivable, net	142,653	-	142,653	-	-
Sales taxes receivable	633,520	-	633,520	316,760	316,760
Accounts receivable, net	101,428	2,968,635	3,070,063	-	-
Other receivables	513,661	750,000	1,263,661	-	-
Due from component units	34,926	-	34,926	-	-
Inventory	6,636	-	6,636	-	-
Prepaid items	1,094,332	-	1,094,332	-	-
Net pension asset	344,399	56,065	400,464	-	-
Restricted assets					
Cash and cash equivalents	-	29,999,217	29,999,217	-	-
Property taxes receivable, net	66,671	-	66,671	-	-
Capital assets					
Land	25,526,319	3,264,576	28,790,895	-	-
Construction in progress	30,064,386	9,000,968	39,065,354	-	-
Capital assets, net	97,452,975	123,210,705	220,663,680	-	-
Total assets	258,407,725	222,373,987	480,781,712	2,282,439	2,791,083
Deferred Outflows of Resources					
Deferred loss on refunding	110,579	-	110,579	-	-
Deferred pension outflows	538,485	87,660	626,145	-	-
Deferred OPEB outflows	58,917	9,223	68,140	-	-
Total deferred outflows of resources	707,981	96,883	804,864	-	-
Liabilities					
Accounts payable	4,419,771	2,099,238	6,519,009	-	-
Accrued salaries and benefits	1,222,677	364,767	1,587,444	91,886	-
Accrued interest	-	180,268	180,268	-	-
Unearned revenue	774,819	2,019,332	2,794,151	-	-
Meter deposits payable	-	1,539,265	1,539,265	-	-
PID Assessments	-	315,945	315,945	-	-
Escrow deposits	1,587,153	-	1,587,153	-	-
Payable from restricted assets					
Accounts payable for capital projects	-	320,170	320,170	-	-
Accrued interest	189,067	-	189,067	-	-
Long-term liabilities					
Due within one year					
Compensated absences	370,810	28,957	399,767	-	-
Bonds payable	3,455,657	4,096,694	7,552,351	-	-
Note payable	-	225,474	225,474	77,245	-
Capital lease	91,074	-	91,074	-	-
Due in more than one year					
Total OPEB liability	173,824	28,297	202,121	-	-
Compensated absences	920,907	32,835	953,742	-	-
Note payable	-	700,052	700,052	682,740	-
Capital lease	7,802	-	7,802	-	-
Bonds payable	119,940,327	103,896,971	223,837,298	-	-
Total liabilities	133,153,888	115,848,265	249,002,153	851,871	-
Deferred Inflows of Resources					
Deferred pension inflows	285,263	46,438	331,701	-	-
Deferred OPEB inflows	11,444	1,733	13,177	-	-
Total deferred inflows of resources	296,707	48,171	344,878	-	-
Net Position					
Net investment in capital assets	83,742,420	55,835,300	139,577,720	-	-
Restricted for net pension asset	344,399	56,065	400,464	-	-
Restricted for debt service	2,166,835	-	2,166,835	-	-
Restricted for capital projects	10,665,568	-	10,665,568	-	-
Restricted for economic development	-	-	-	1,430,568	2,791,083
Unrestricted	28,745,889	50,683,069	79,428,958	-	-
Total net position	$ 125,665,111	$ 106,574,434	$ 232,239,545	$ 1,430,568	$ 2,791,083

The accompanying notes are an integral part of these financial statements.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Statement of Activities
For the Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government				
Governmental Activities				
Administration	$ 5,295,666	$ -	$ -	$ -
Judicial	204,724	-	-	-
Fire and emergency services	5,912,755	1,214,615	1,199,891	-
Development services	7,529,485	2,737,506	-	-
Public works	2,636,498	16,190,503	-	19,710,918
Police department	4,627,454	122,223	2,436,805	-
Parks and recreation	1,886,673	5,577,209	-	-
Library	244,058	-	-	-
Infrastructure	-	-	-	111,126
Main Street project	75,898	-	-	-
Interest and fiscal charges	2,320,903	-	-	-
Total governmental activities	30,734,113	25,842,056	3,636,696	19,822,044
Business-type Activities				
Water and sewer services	19,876,311	41,304,183	-	13,904,905
Total Business-type Activities	19,876,311	41,304,183	-	13,904,905
Total Primary Government	$ 50,610,424	$ 67,146,239	$ 3,636,696	$ 33,726,949
Component Units				
Celina Economic Development Corp	$ 512,950	$ -	$ 128,661	$ -
Celina Community Development Corp	-	-	-	-
Total component units	$ 512,950	$ -	$ 128,661	$ -
General Revenues				
Ad valorem taxes				
Sales taxes				
Franchise taxes				
Miscellaneous				
Unrestricted investment earnings				
Transfers				
Total General Revenues and Transfers				
Change in Net Position				
Net Position, Beginning of Year				
Net Position, End of Year				

The accompanying notes are an integral part of these financial statements.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Statement of Activities
For the Year Ended September 30, 2021 (Continued)

Net (Expense) Revenue and Changes in Net Position			Component Units	
Governmental Activities	Business-type Activities	Total	Economic Development Corporation	Community Development Corporation
$ (5,295,666)	$ -	$ (5,295,666)	$ -	$ -
(204,724)	-	(204,724)	-	-
(3,498,249)	-	(3,498,249)	-	-
(4,791,979)	-	(4,791,979)	-	-
33,264,923	-	33,264,923	-	-
(2,068,426)	-	(2,068,426)	-	-
3,690,536	-	3,690,536	-	-
(244,058)	-	(244,058)	-	-
111,126	-	111,126	-	-
(75,898)	-	(75,898)	-	-
(2,320,903)	-	(2,320,903)	-	-
18,566,683	-	18,566,683	-	
-	35,332,777	35,332,777	-	
-	35,332,777	35,332,777	-	
$ 18,566,683	$ 35,332,777	$ 53,899,460	$ -	
$ -	$ -	$ -	$ (384,289)	$ -
-	-	-	-	-
$ -	$ -	$ -	$ (384,289)	$ -
$ 12,892,450	$ -	$ 12,892,450	$ -	$ -
2,652,260	-	2,652,260	1,434,395	1,434,395
602,037	-	602,037	-	
8,348,234	-	8,348,234	3,000	
366,537	333,097	699,634	26,326	10,761
334,103	(334,103)	-	-	
25,195,621	(1,006)	25,194,615	1,463,721	1,445,156
43,762,304	35,331,771	79,094,075	1,079,432	1,445,156
81,902,807	71,242,663	153,145,470	351,136	1,345,927
$ 125,665,111	$ 106,574,434	$ 232,239,545	$ 1,430,568	$ 2,791,083

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Balance Sheet – Governmental Funds
September 30, 2021

	General Fund	Debt Service Fund	Street Construction Fund	Parkland Fees Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
Assets							
Cash and cash equivalents	$ 20,798,732	$ 2,151,460	$ 2,660,277	$ 4,754,249	$ 53,085,857	$ 18,975,244	$ 102,425,819
Sales taxes receivable	633,520	-	-	-	-	-	633,520
Property taxes receivable, net	142,653	66,671	-	-	-	-	209,324
EMS receivable, net	101,428	-	-	-	-	-	101,428
Other receivables	500,206	-	-	4,998	-	8,457	513,661
Inventory	6,636	-	-	-	-	-	6,636
Prepaid items	221,275	-	-	-	873,057	-	1,094,332
Due from component units	34,926	-	-	-	-	-	34,926
Total assets	$ 22,439,376	$ 2,218,131	$ 2,660,277	$ 4,759,247	$ 53,958,914	$ 18,983,701	$ 105,019,646
Liabilities							
Accounts payable	$ 2,130,572	$ -	$ 711,042	$ 7,338	$ 539,564	$ 1,006,179	$ 4,394,695
Retainage payable	-	-	-	-	25,076	-	25,076
Accrued salaries and benefits	1,222,677	-	-	-	-	-	1,222,677
Escrowed funds	1,587,153	-	-	-	-	-	1,587,153
Unearned revenue	774,819	-	-	-	-	-	774,819
Total liabilities	5,715,221	-	711,042	7,338	564,640	1,006,179	8,004,420
Deferred Inflows of Resources							
Unavailable revenue	167,632	51,296	-	-	-	-	218,928
Total deferred inflows of resources	167,632	51,296	-	-	-	-	218,928
Fund Balances							
Nonspendable							
Prepaids and inventory	227,911	-	-	-	873,057	-	1,100,968
Restricted							
Capital projects	-	-	1,949,235	-	52,521,217	10,991,250	65,461,702
Debt service	-	2,166,835	-	-	-	-	2,166,835
Law enforcement	-	-	-	-	-	36,620	36,620
Courts	-	-	-	-	-	131,949	131,949
Grants	-	-	-	-	-	12,955	12,955
PEG	-	-	-	-	-	58,548	58,548
Hotel	-	-	-	-	-	14,835	14,835
Technology	-	-	-	-	-	548,150	548,150
Assigned for use in specific funds	-	-	-	4,751,909	-	6,183,215	10,935,124
Unassigned	16,328,612	-	-	-	-	-	16,328,612
Total fund balances	16,556,523	2,166,835	1,949,235	4,751,909	53,394,274	17,977,522	96,796,298
Total liabilities, deferred inflows of resources and fund balances	$ 22,439,376	$ 2,218,131	$ 2,660,277	$ 4,759,247	$ 53,958,914	$ 18,983,701	$ 105,019,646

The accompanying notes are an integral part of these financial statements.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Reconciliation of the Governmental Fund Balance Sheet
To the Statement of Net Position
September 30, 2021

Fund balances of governmental funds	$ 96,796,298
Amounts presented for governmental activities in the statement of net position are different because:	
Capital assets reported in the statement of net position are not financial resources and are not reported in the fund balance sheet.	153,043,680
Receivables not measurable and available within 60 days of year-end, and therefore are unavailable in the fund financial statements.	218,928
Net pension asset $344,399, the related deferred outflows of resources $538,485, and the related deferred inflows of resources ($285,263) are not available to pay current-period expenditures and therefore are not recorded in the funds.	597,621
Total OPEB liability ($173,824), the related deferred outflows of resources $58,917, and the related deferred inflows of resources ($11,444) are not due and payable in the current period and therefore are not recorded in the funds.	(126,351)
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	(189,067)
Long-term liabilities, including related deferred loss on refundings, are reported in the statement of net position but they are not due and payable or consume net position in the current period and; therefore, are not reported in the fund balance sheet	(124,675,998)
Net position of governmental activities	$ 125,665,111

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas

Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds

Year Ended September 30, 2021

	General Fund	Debt Service Fund	Street Construction Fund	Parkland Fees Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
Revenues							
Ad valorem taxes	$ 8,261,866	$ 4,515,868	$ -	$ -	$ -	$ -	$ 12,777,734
Franchise fees	602,037	-	-	-	-	-	602,037
Sales tax	2,652,260	-	-	-	-	-	2,652,260
Permits and inspection fees	16,190,503	-	-	-	-	-	16,190,503
Development fees	433,369	-	-	2,304,137	-	-	2,737,506
Developer contributions	111,126	-	-	-	-	-	111,126
Fire department, EMS, and police revenues	1,214,615	-	-	-	-	-	1,214,615
Fines	95,995	-	-	-	-	-	95,995
Special events and donations	199,879	-	-	-	-	81,554	281,433
Park fees	-	-	-	5,295,776	-	-	5,295,776
Impact and capital recovery fees	-	-	-	-	-	6,429,565	6,429,565
Other income	523,833	-	-	-	-	1,394,836	1,918,669
Interest	124,951	28,759	20,865	42,242	60,559	89,161	366,537
Federal, state, and local grants	1,270,374	-	-	1,500,000	-	866,322	3,636,696
Total revenues	31,680,808	4,544,627	20,865	9,142,155	60,559	8,861,438	54,310,452
Expenditures							
Current							
Administration	4,150,488	-	-	-	-	411,466	4,561,954
Judicial	181,964	-	-	-	-	-	181,964
Fire and emergency services	4,974,980	-	-	-	-	-	4,974,980
Development services	4,353,873	-	-	-	-	857,526	5,211,399
Public works	1,818,731	-	44,340	-	-	525,078	2,388,149
Police department	4,307,806	-	-	-	-	31,846	4,339,652
Parks and recreation	1,587,800	-	-	202,000	-	-	1,789,800
Library	242,967	-	-	-	-	-	242,967
Main street project	-	-	-	-	-	75,898	75,898
Capital Outlay	754,086	-	4,551,346	4,707,752	20,596,629	4,140,529	34,750,342
Debt Service:							
Principal	-	3,340,200	-	-	-	-	3,340,200
Interest and fiscal charges	-	2,012,300	-	-	-	-	2,012,300
Bond issuance cost	-	106,899	-	-	721,303	-	828,202
Total expenditures	22,372,695	5,459,399	4,595,686	4,909,752	21,317,932	6,042,343	64,697,807
Excess (deficiency) of revenues over (under) expenditures	9,308,113	(914,772)	(4,574,821)	4,232,403	(21,257,373)	2,819,095	(10,387,355)
Other Financing Sources (Uses)							
Issuance of bonds	-	-	-	-	60,285,000	-	60,285,000
Bond premium	-	650,173	-	-	5,945,277	-	6,595,450
Issuance of refunding bonds	-	7,290,000	-	-	-	-	7,290,000
Payments to refunding bond escrow agent	-	(7,882,414)	-	-	-	-	(7,882,414)
Transfers in	1,254,792	795,200	950,000	-	-	4,534,725	7,534,717
Transfers out	(2,872,225)	-	-	(2,612,500)	(1,229,720)	(486,169)	(7,200,614)
Total other financing sources (uses)	(1,617,433)	852,959	950,000	(2,612,500)	65,000,557	4,048,556	66,622,139
Net Change in Fund Balances	7,690,680	(61,813)	(3,624,821)	1,619,903	43,743,184	6,867,651	56,234,784
Fund Balances, Beginning of Year	8,865,843	2,228,648	5,574,056	3,132,006	9,651,090	11,109,871	40,561,514
Fund Balances, End of Year	$ 16,556,523	$ 2,166,835	$ 1,949,235	$ 4,751,909	$ 53,394,274	$ 17,977,522	$ 96,796,298

The accompanying notes are an integral part of these financial statements.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

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, 2021

Net change in fund balances – total governmental funds		$ 56,234,784
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 $34,750,342 exceeded depreciation expense of ($4,203,837).		30,546,505
Governmental funds do not recognize contributed capital assets. However, in the statement of activities the acquisition value of those assets are recognized as revenue, then allocated over their estimated useful lives and reported as depreciation expense.		19,710,918
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
General and certificates of obligation bonds	3,340,200	
Capital leases	86,529	
Payment to escrow agent	7,882,414	11,309,143
Changes in the liabilities for compensated absences do not require the use of current resources and therefore are not recorded in the funds.		(578,082)
Proceeds from debt issuance, including premiums, are an other financing source in the funds, but a debt issuance increases long-term liabilities in the statement of net position.		(74,170,450)
Changes in long term amounts for net pension asset, the related deferred outflows of resources, and the related deferred inflows of resources are not recorded in the funds.		86,618
Changes in long term amounts for OPEB liability, the related deferred outflows of resources, and the related deferred inflows of resources are not recorded in the funds.		(37,675)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. This includes the change in deferred inflows from ad valorem taxes of, fines receivable and grants receivable.		140,944
The amortization of bond premiums are not recorded in the funds and the increase in accrued interest on debt increases expense in the Statement of Activities.		519,599
Change in net position – governmental activities		$ 43,762,304

The accompanying notes are an integral part of these financial statements.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Statement of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual – General Fund
Year Ended September 30, 2021

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues				
Ad valorem taxes	$ 8,734,098	$ 8,734,098	$ 8,261,866	$ (472,232)
Franchise fees	510,000	510,000	602,037	92,037
Sales tax	1,425,000	1,425,000	2,652,260	1,227,260
Permits and inspection fees	7,000,000	7,402,560	16,190,503	8,787,943
Development fees	150,000	250,000	433,369	183,369
Developer contributions	112,500	112,500	111,126	(1,374)
Fire department, EMS, and police revenues	1,798,500	1,798,500	1,214,615	(583,885)
Fines	136,000	136,000	95,995	(40,005)
Special events and donations	165,000	228,360	199,879	(28,481)
Park fees and donations	230,000	293,570	-	(293,570)
Other income	124,500	464,198	523,833	59,635
Interest	260,000	260,000	124,951	(135,049)
Federal, state, and local grants	483,840	483,840	1,270,374	786,534
Total revenues	21,129,438	22,098,626	31,680,808	9,582,182
Expenditures				
Current				
Administration	4,573,934	5,451,307	4,941,213	510,094
Judicial	204,793	230,393	181,964	48,429
Fire and emergency services	4,815,744	5,213,130	4,951,643	261,487
Development services	3,993,760	5,028,037	4,353,873	674,164
Public works	1,767,794	2,321,689	1,819,086	502,603
Police department	4,335,446	4,730,972	4,294,149	436,823
Parks and recreation	1,614,749	1,663,813	1,587,800	76,013
Library	301,860	303,660	242,967	60,693
Total expenditures	21,608,080	24,943,001	22,372,695	2,570,306
Excess (deficiency) of revenues over (under) expenditures	(478,642)	(2,844,375)	9,308,113	12,152,488
Other Financing Sources (Uses)				
Transfers in	858,728	1,254,790	1,254,792	2
Transfers out	(635,725)	(2,872,225)	(2,872,225)	-
Total other financing sources (uses)	223,003	(1,617,435)	(1,617,433)	2
Net Change in Fund Balances	(255,639)	(4,461,810)	7,690,680	12,152,490
Fund Balances, Beginning of Year	8,865,843	8,865,843	8,865,843	4,070,134
Fund Balances, End of Year	$ 8,610,204	$ 4,404,033	$ 16,556,523	$ 16,222,624

The accompanying notes are an integral part of these financial statements.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

Proprietary Fund Financial Statements

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)



Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

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City of Celina, Texas
Statement of Net Position – Proprietary Fund
September 30, 2021

	Water & Sewer Fund
Assets	
Current assets	
Cash and cash equivalents	$ 53,123,821
Cash and cash equivalents – restricted	636,115
Accounts receivable, net	2,968,635
Grants receivable	750,000
Total current assets	57,478,571
Noncurrent assets	
Cash and cash equivalents – restricted for capital projects	29,363,102
Net pension asset	56,065
Capital assets	
Land	3,264,576
Depreciable capital assets, net	123,210,705
Construction in progress	9,000,968
Capital assets, net	135,476,249
Total noncurrent assets	164,895,416
Total assets	222,373,987
Deferred Outflows of Resources	
Deferred pension outflows	87,660
Deferred OPEB outflows	9,223
Total deferred outflows of resources	96,883
Liabilities	
Current liabilities:	
Accounts payable	2,099,238
Accounts payable for capital projects	320,170
Accrued salaries and benefits	364,767
Bonds payable – current	4,322,168
Compensated absences – current	28,957
Accrued interest payable	180,268
Meter deposits payable	1,539,265
PID Assessments	315,945
Unearned revenue	2,019,332
Total current liabilities	11,190,110
Noncurrent Liabilities	
Compensated absences - long-term	32,835
Total OPEB liability	28,297
Bonds payable – long-term	104,597,023
Total noncurrent liabilities	104,658,155
Total liabilities	115,848,265
Deferred Inflows of Resources	
Deferred pension inflows	46,438
Deferred OPEB inflows	1,733
Total deferred inflows of resources	48,171
Net Position	
Net investment in capital assets	55,835,300
Restricted for net pension asset	56,065
Unrestricted	50,683,069
Total net position	$ 106,574,434

The accompanying notes are an integral part of these financial statements.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Fund

Year Ended September 30, 2021

	Water & Sewer Fund
Operating Revenues	
Water sales	$ 9,439,507
Sewer sales	7,856,021
Garbage fees	1,782,086
Penalties	218,603
Tap and reconnect fees	7,366,457
Impact fees	6,095,868
Capital recovery fees	6,304,088
Other revenues	2,241,553
Total operating revenues	41,304,183
Operating Expenses	
Salaries and benefits	1,887,873
Garbage fees	1,421,100
Materials and supplies	2,430,415
Postage	86,059
Repairs and facility maintenance	608,165
General insurance	30,531
Utilities and telephone	434,185
Water purchases and related fees	4,796,016
UTRWD facilities charges	1,742,238
Developer incentives	500,000
Depreciation	3,429,894
Other expense	367,877
Total operating expenses	17,734,353
Operating Income	23,569,830
Nonoperating Revenues (Expenses)	
Grant revenue	750,000
Interest income	333,097
Bond issuance cost	(158,264)
Interest and fiscal charges	(1,983,694)
Total nonoperating revenues (expenses)	(1,058,861)
Income before contributions and transfers	22,510,969
Capital contributions	13,154,905
Transfers in (out)	(334,103)
Change in Net Position	35,331,771
Net Position, Beginning of Year	71,242,663
Net Position, End of Year	$ 106,574,434

The accompanying notes are an integral part of these financial statements.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Statement of Cash Flows – Proprietary Fund
Year Ended September 30, 2021

	Water & Sewer Fund
Cash Flows from Operating Activities	
Cash received from customers and users	$ 42,632,328
Cash paid to suppliers	(11,670,835)
Cash paid to employees	(1,599,829)
Net cash provided by operating activities	29,361,664
Cash Flows from Noncapital Financing Activities	
Change in customer deposits	481,474
Change in PID assessments	315,945
Transfers to other funds	(334,103)
Net cash provided by noncapital financing activities	463,316
Cash Flows from Capital and Related Financing Activities	
Acquisition of capital assets	(11,289,729)
Proceeds from issuance of bonds	30,133,454
Principal payments on bonds	(1,959,800)
Principal payments on notes	(225,474)
Bond issuance cost	(158,264)
Interest paid on bonds and other long-term obligations	(2,626,570)
Net cash provided by capital and related financing activities	13,873,617
Cash Flows from Investing Activities	
Investment income	333,097
Net cash provided by investing activities	333,097
Net Increase in Cash and Cash Equivalents	44,031,694
Cash and Cash Equivalents, Beginning of Year	39,091,344
Cash and Cash Equivalents, End of Year	$ 83,123,038

The accompanying notes are an integral part of these financial statements.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Statement of Cash Flows – Proprietary Fund (Continued)
Year Ended September 30, 2021

	Water & Sewer Fund
Reconciliation of Cash and Cash Equivalents to the Statement of Net Position	
Cash and cash equivalents	$ 53,123,821
Restricted cash and cash equivalents	
Current	636,115
Noncurrent	29,363,102
Total cash and cash equivalents	$ 83,123,038
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating income	$ 23,569,830
Adjustment to Reconcile Operating Income to Net Cash Provided by Operating Activities	
Depreciation	3,429,894
(Increases) decreases in assets and deferred outflows	
Accounts receivable (net)	(691,187)
Grants receivable	-
Net pension asset	(11,973)
Deferred pension outflows	6,706
Deferred OPEB outflows	(3,623)
Increases (decreases) in liabilities and deferred inflows:	
Accounts payable	745,751
Accrued expenses	263,837
Total OPEB liability	9,598
Compensated absences	25,169
Unearned revenue	2,019,332
Deferred pension inflows	(1,844)
Deferred OPEB inflows	174
Total adjustments	5,791,834
Net Cash Provided by Operating Activities	$ 29,361,664
Supplemental Disclosure of Noncash Investing, Capital, and Financing Activities	
Contributions of capital assets	$ 13,154,905
Additions to capital assets included in accounts payable	$ 320,170

The accompanying notes are an integral part of these financial statements.

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Notes to Financial Statements

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 1: Introduction and Summary of Significant Accounting Policies

The financial statements of the City of Celina, Texas (City) and its component units, Celina Economic Development Corporation and Celina Community Development Corporation, collectively identified as the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The accounting and reporting framework and the more significant accounting principles and practices of the City are discussed in subsequent sections of this note. The remaining notes are organized to provide explanations, including required disclosures, of the City's financial activities for the fiscal year ending September 30, 2021.

Reporting Entity and Related Organizations

The City is a municipal corporation governed by an elected mayor and six member City Council. The City provides general administration, public works, police and judicial, and fire and emergency services to its residents. The Council hires a City Manager for day to day operations.

The City Council has the authority to make decisions, appoint administrators and managers, significantly influence operations; and has the primary accountability for fiscal matters. The City is not included in any other governmental "reporting entity" as defined by Governmental Accounting and Financial Reporting Standards.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in GASB Statements No. 14 and 39 as amended by GASB Statement 61, *The Financial Reporting Entity: Omnibus, an amendment of GASB Statements No. 14 and No. 34.* These statements define the reporting entity as the primary government and those component units for which the primary government is financially accountable. In addition, component units may be included in the reporting entity based on the nature and significance of the relationship with the primary government or based on being closely related or financially integrated with the primary government. Based on these criteria, the City has the following component units at September 30, 2021:

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Discretely Presented Component Units

Celina Economic Development Corporation (CEDC) - CEDC serves all citizens of the government and is governed by a board appointed by the City Council. The City Council may remove the CEDC board for cause. The City has the ability to impose its will on CEDC and the potential for financial benefit or burden from CEDC's operations. CEDC is a nonprofit corporation governed by Section 4A of the *Texas Development Corporation Act of 1979* and organized for the public purpose of aiding, promoting, and furthering economic development within the City of Celina, Texas.

Celina Community Development Corporation (CCDC) - CCDC serves all citizens of the government and is governed by a board appointed by the City Council. The City Council may remove the CCDC board for cause. The City has the ability to impose its will on CCDC and the potential for financial benefit or burden from CCDC's operations. CCDC is a nonprofit corporation governed by Section 4B of the *Texas Development Corporation Act of 1979* and organized for the public purpose of the promotion and development of industrial and manufacturing enterprises to promote and encourage employment and the public welfare of the City of Celina, Texas.

Neither CEDC nor CCDC prepare separate financial statements.

Government-Wide and Fund Financial Statements

Government-wide financial statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the City as a whole. The primary government and component units are presented separately within the financial statements with the focus on the primary government. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes and City general revenues, from business-type activities, generally financed in whole or in part with fees charged to external customers.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include: (1) charges for services which report fees, fines and forfeitures, and other charges to users of the City's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets and include fees to developers. These revenues are subject to externally imposed restrictions to these program uses. Taxes and other revenue sources not properly included with program revenues are reported as general revenues.

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Fund Financial Statements

Fund financial statements are provided for governmental and proprietary funds. Major individual governmental funds and proprietary funds are reported in separate columns with composite columns for nonmajor funds.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The financial statements of the City are prepared in accordance with generally accepted accounting principles (GAAP). The City's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

The government-wide statements are prepared using the *economic resources measurement focus* and the *accrual basis of accounting* generally including the reclassification or elimination of internal activity (between or within funds). Proprietary fund financial statements and financial statements of City component units also report using this same measurement focus and basis of accounting although internal activity is not eliminated in these statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property tax revenues are recognized in the year for which they are levied while grants are recognized when granter eligibility requirements are met.

Governmental fund financial statements are prepared using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City considers revenues to be available if they are collected within 60 days of the end of the fiscal year. Expenditures are recorded when the related fund liability is incurred, except for general obligation bond, capital lease principal, pension and other postemployment benefit obligations, compensated absences, and interest which are reported as expenditures in the year due.

Major revenue sources susceptible to accrual include sales and use taxes, property taxes, franchise taxes, grant revenues, and investment income. In general, other revenues are recognized when cash is received.

Operating income reported in proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for the proprietary fund are charges to customers for water and sewer sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as *non-operating* in the financial statements.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed.

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City of Celina, Texas
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September 30, 2021

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Fund Types and Major Funds

Governmental Funds

The City reports the following major governmental funds:

General Fund – reports as the primary operating fund of the City. This fund is used to account for all financial resources not reported in other funds.

Debt Service Fund – accounts for the accumulation of financial resources for the payment of principal and interest on the City's general obligation debt. The City annually levies ad valorem taxes restricted for the retirement of general obligation bonds, capital leases and interest. This fund reports all such ad valorem taxes collected. This fund is designated as major.

Street Construction Fund – accounts for the financing and acquisition of major capital street projects. Fund resources are provided primarily through bond sales and interest earnings. This fund is designated as major.

Parkland Fees Fund – accounts for the financing and acquisition of major capital park projects. Fund resources are provided primarily through developer park contributions and grants.

Bond Fund – accounts for the acquisition or construction of streets and other capital projects being financed through bond proceeds, or transfers from other funds.

Additionally, the City maintains the following nonmajor governmental funds:

Roadway Impact Fees Fund – accounts for the receipt and expenditure of roadway fees paid to the City.

Capital Equipment Replacement Fund - accounts for the financing and acquisition of capital public safety projects. Fund resources are provided primarily through fire and police fees.

Capital Acquisition Fund- accounts for the financing and acquisition of capital projects. Fund resources are provided primarily through bond sales and interest earnings.

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Roadway Capital Recovery Fees Fund – accounts for the receipt and expenditure of road capital recovery fees paid to the City.

Technology Fund – accounts for the receipt and expenditure of technology funds. Fund resources are provided primarily through technology fees.

Stabilization Fund – established to help the City maintain resiliency by ensuring adequate balance to cash flow requirements during economic turbulence.

Developer Capital Fees Fund – to account for Developer Fees paid to build capital projects per the agreements.

Court Special Revenue Fund – to account for the receipt and expenditure of court security and technology funds. Fund resources are provided primarily through contributions, donations and court security fees.

Other Special Revenue Funds – to account for various grants, PEG fees, Law Enforcement, and Contributions/Donations to the City.

Proprietary Funds – The City reports the following major Proprietary fund:

Water and Sewer Fund – accounts for the operating activities of the City's water and sewer utilities services.

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position Cash and Investments

The City maintains cash and investment pools which are shared by the various governmental funds. In addition, non-pooled cash and investments are separately held and reflected in the respective individual funds. These pooled and non-pooled cash and investment pools are displayed on its respective balance sheet as "cash and cash equivalents" and investments.

Investments are stated at fair value within the fair value hierarchy established by generally accepted accounting principles.

Bank certificates of deposit are carried at amortized cost which approximates fair value.

The City reporting entity considers highly liquid investments (including restricted assets) with an original maturity of three months or less when purchased to be cash equivalents.

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Inventories and Prepaids

Inventories consisting of expendable supplies held for consumption in governmental funds are reported using the expenditure method. Under this method, amounts paid for these items are reported as expenditures when purchased. Inventories, when material, are valued at cost stated on a first- in, first-out basis.

Prepaid items record payments to vendors that benefit future reporting periods and are reported on the consumption basis at cost on the government-wide and fund financial statements.

Deferred Outflows and Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for *deferred outflows of resources*. This separate financial statement element represents a consumption of net position that applies to a future reporting period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The government reports deferred outflows related to deferred loss on bond refundings, pension and OPEB in the government-wide statement of net position.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Unavailable revenue, which arises only under a modified accrual basis of accounting, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In addition, the government reports deferred inflows related to pension and OPEB in the government-wide statement of net position.

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Capital Assets, Depreciation, and Amortization

The City's property, plant, equipment and infrastructure with useful lives of more than one year are stated at historical cost, or if historical cost is not available, they are stated at estimated historical cost. Donated assets are reported at acquisition value. These assets are reported in the government-wide financial statements in the applicable governmental or business-type column or in the proprietary fund. The City maintains infrastructure asset records consistent with all other capital assets. The City generally capitalizes assets with a cost of $5,000 or more as purchase and construction outlays occur. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital assets are depreciated using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts and the resulting gain or loss is reported.

Estimated useful lives, in years, for depreciable assets are as follows:

Buildings	40
Road infrastructure	15-50
Water & sewer infrastructure & rights	20-40
Vehicles	5
Furniture, machinery, and equipment	5

Long-term Debt, Deferred Bond Credits and Bond Discounts/Premiums

In the government-wide, proprietary and component unit financial statements, outstanding debt is reported as liabilities. Bond discounts are capitalized and amortized over the shorter term of the old or new bonds using the straight-line method. Bond premiums are capitalized and amortized over the life of the new bonds using the effective interest method. Issuance costs are expensed.

The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Defined Benefit Other Postemployment Benefit Plans

The City has a single-employer defined benefit other postemployment benefit (OPEB) plan (Plan). For purposes of measuring the total OPEB liability for the Plan, deferred outflows of resources and deferred inflows of resources related to the OPEB plan, and OPEB expense have been determined on the same basis as they are reported by the Plan. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms for the Plan.

Compensated Absences

Full-time employees earn vacation leave for each month of work performed. Progressive accrual of vacation leave is based on the number of years the individual is employed by the City. After completion of a probationary period of employment, accrued vacation leave is paid upon termination of employment. Full-time employees also earn sick leave time. Unused sick leave is not paid upon termination of employment; therefore, no monetary obligation exists.

Compensated absences are reported as accrued in the government-wide, proprietary, and component unit financial statements. Governmental funds report only matured compensated absences payable to currently terminating employees. These are included in accrued salaries and benefits, as applicable.

Fund Equity

The City implemented GASB Statement 54 standards for the classification of fund balances in the governmental funds. The fund balances of governmental funds are defined as follows:

Nonspendable – amounts that cannot be spent either because they are in nonspendable form, such as inventory or prepaid items or because they are legally or contractually required to be maintained intact.

Restricted – amounts that can be spent only for specific purposes because of constraints that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments.

Committed – amounts that can be used only for specific purposes determined by a formal action of the City Council. The City Council is the highest level of decision-making authority for the City. Commitments may be established, modified, or rescinded only through a formal resolution of the City Council.

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City of Celina, Texas
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Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Assigned – amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the City Council or through the City Council's delegation of this responsibility to City management through the budgetary process.

Unassigned – all other spendable amounts in the general fund. The General Fund is the only fund that reports a positive unassigned fund balance amount.

The City Council delegates the responsibility to assign funds to the City Manager, Director of Finance, or other designees.

When expenditures are incurred for which both restricted and unrestricted fund balance is available the City considers restricted funds to have been spent first. Similarly, committed funds are considered to have been spent first when there is a choice for the use of less restricted funds, then assigned, and then unassigned funds.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City is a participant in the Texas Municipal League (TML) Employees Health Insurance Fund, Texas Municipal League Workers' Compensation Joint Insurance Fund (WC Fund), and the Texas Municipal League Joint Self-Insurance Fund (Property-Liability Fund), a public entity risk pool operated by the Texas Municipal League Board for the benefit of individual governmental units located within Texas. The agreement provides that the trust established by TML will be self-sustaining through member premiums. The City pays annual premiums to TML for worker's compensation, general and auto liability, property damage, employee dishonesty, public officials' liability, and law enforcement professional liability coverage. The City does not anticipate any material additional insurance cost assessments as a result of participation in this risk management pool. There were no reductions in insurance coverage from the prior year. Settlements have not exceeded insurance coverage during any of the past three fiscal years.

Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

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City of Celina, Texas
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Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Adoption of New Accounting Standards

The GASB Statement No. 84 ("GASB 84"), *Fiduciary Activities*, established criteria for identifying fiduciary activities. It presents separate criteria for evaluating component units, pension and other postemployment benefit arrangements, and other fiduciary activities. The focus is on a government controlling the assets of the fiduciary activity and identification of the beneficiaries of those assets. Fiduciary activities are reported in one of four types of funds: pension (and other employee benefit) trust funds, investment trust funds, private-purpose trust funds, or custodial funds. Custodial funds are used to report fiduciary activities that are not held in a trust. The agency fund designation will no longer be used. GASB 84 also provides guidance on fiduciary fund statements and timing of recognition of a liability to beneficiaries. Implementation of GASB 84 had no material impact on the City.

GASB Statement No. 97 ("GASB 97), *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*, an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32. This Statement will result in more consistent financial reporting of defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans, while mitigating the costs associated with reporting those plans. Implementation of GASB 97 had no material impact on the City.

Statement No. 98 ("GASB 98"), *The Annual Comprehensive Financial Report*. This statement establishes the new term annual comprehensive financial report and the acronym ACFR. The adoption had no impact on the City's net position.

Note 2: Stewardship, Compliance, and Accountability

Budgetary Information

The City Manager submits an annual budget to the City Council in accordance with the laws of the State of Texas and the city charter. The budget is presented to the City Council for review, budget workshops are held with the various City department officials, and public hearings are held to address priorities and the allocation of resources. Generally, in August, the City Council adopts the annual fiscal year budgets for all City operating funds. Once approved, the City Council may amend the legally adopted budget when unexpected modifications are required in estimated revenues and appropriations.

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 2: Stewardship, Compliance, and Accountability (Continued)

The legal level of budgetary control is at the fund level, but to help departments manage resources a detailed line item budget is prepared for internal use. Each fund's approved budget is prepared on a detailed line item basis. Revenues are budgeted by source. Expenditures are budgeted by department and class as follows: personnel services and related fringe benefits, supplies, other services and charges, capital outlay, transfers, and debt service. Expenditures may not exceed appropriations at the department level. Within this control level, management may transfer appropriations between line items. Line-item transfers within a department are not subject to final review by the City Council. Budget revisions and line item transfers are subject to final review by the City Council. Revisions to the budget were made throughout the year.

The budgets for the operating funds are prepared on the cash and expenditure basis. Revenues are budgeted in the year receipt is expected; and expenditures, which do not include encumbrances, are budgeted in the year that the liability is to be incurred. The Debt Service Fund budget is prepared to provide funding for general obligation debt service when liabilities are due for payment. The General Fund budget and actual included in the basic financial statements is presented on these bases. Unexpended appropriations for annually budgeted funds lapse at fiscal year-end.

Note 3: Deposits and Investments

Custodial credit risk for deposits is the risk that in the event of a bank failure, the City's deposits may not be returned, or the City will not be able to recover collateral securities in the possession of an outside party. The City's policy requires deposits to be fully secured by collateral valued at market or par, whichever is lower, less the amount of Federal Deposit Insurance Corporation (FDIC) insurance. Deposited funds may be invested in certificates of deposit in institutions with an established record of fiscal health. Collateral agreements must be approved prior to deposit of funds. The City Council approves authorized depository institutions based on the recommendations of City management.

Deposits of City of Celina, Texas (primary government), CEDC and CCDC were fully insured or collateralized with securities held by the City, CEDC, CCDC, its agent, or by the pledging financial institution's trust department or agent in the name of the City, CEDC or CCDC, respectively.

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Generally, the City's investing activities are managed under the custody of the Finance Director. Investing is performed in accordance with investment policies adopted by the City Council in compliance with the *Public Funds Investment Act* (PFIA).

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 3: Deposits and Investments (Continued)

City investment policy and the PFIA generally permit the City to invest in FDIC insured or fully collateralized certificates of deposit, fully collateralized repurchase agreements, public funds investment pools, obligations of the United States of America or its agencies, direct obligations of the State of Texas and obligations of agencies, counties, cities, and other political subdivisions of Texas having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent. During the year ended September 30, 2021, the City did not own any types of securities other than those permitted by the City investment policy or the *Public Funds Investment Act*.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Investments held for longer periods are subject to increased risk of adverse interest rate changes. City policy generally requires investment maturities to correspond to anticipated cash flow needs. City policy further states that volatile investment instruments shall be avoided and that nonmarketable instruments with maturities beyond one month shall not exceed 30 percent of the portfolio. In addition, investment maturities shall not exceed the following limits:

Operating funds - 30 days

Capital project funds - corresponding draw schedules

Debt service funds - corresponding payment dates, not to exceed (6) six months

Bond reserve funds - (5) five years

External Investment Pools: The City's pooled investments as of September 30, 2021, were invested in TexPool.

The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an Advisory Board composed both of participants in TexPool and of other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure. Finally, TexPool is rated AAAm by Standard & Poor's. TexPool is not registered with the Securities and Exchange Commission (SEC) as an investment company.

Investments in TexPool are carried at amortized cost and are reported as cash equivalents in the accompanying financial statements.

Concentration of credit risk is the risk of loss attributed to the magnitude of the City's investment in a single issuer. City policy requires that the risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types to eliminate the risk of loss from over-concentration of assets in a specific issuer, or a specific class of securities.

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 3: Deposits and Investments (Continued)

For investments, **custodial credit risk** is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities in the possession of an outside party. The City's policy on safekeeping and custody requires that investments shall be secured through safekeeping agreements. All investment funds shall be placed directly with qualified financial institutions selected through the City's banking procurement process. All transactions shall be executed on a delivery versus payment basis.

Note 4: Receivables

Proprietary Fund Receivables, Uncollectible Accounts, and Unearned Revenue

Significant receivables include amounts due from customers primarily for utility services. The Proprietary Fund reports accounts receivable net of an allowance for uncollectible accounts and revenues net of uncollectible amounts. The allowance amount is estimated using accounts receivable past due more than 60 to 90 days.

The following is the detail of the Proprietary Fund receivables and the related allowance for uncollectible accounts:

Accounts receivable, gross	$ 3,198,505
Grants receivable	750,000
Less: allowance for uncollectible accounts	(229,870)
Net accounts receivable	$ 3,718,635

Property Taxes Receivable, Unearned Revenues, and the Property Tax Calendar

Property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and personal property located in the City. Assessed value represents the appraisal value less applicable exemptions authorized by the City Council. The Appraisal Board of Review establishes appraised values at 100.00% for estimated market value. A tax lien attaches to the property on January 1 of each year, to secure the payment of all taxes, penalties and interest ultimately imposed for the year on that property, whether or not the taxes are imposed in the year the lien attaches. Taxes are due on October 1 immediately following the levy date and are delinquent after the following January 31st.

The property tax rate for the year ended September 30, 2021 was .645 per $100 of the assessed valuation on taxable property.

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 4: Receivables (Continued)

The following is a summary of the overall tax rate as levied by fund:

Maintenance and operations – General Fund	.4531
Interest and sinking – Debt Service Fund	.1919
Total tax rate	.6450

In the governmental fund financial statements, property taxes are recorded as receivables in each of the respective funds on the tax levy date with appropriate allowances for estimated uncollectible amounts. At fiscal year-end, property tax receivables represent delinquent taxes. If delinquent taxes are not paid within 60 days of year-end, they are recorded as deferred inflows of resources.

In the government-wide financial statements, property taxes receivable and related revenue include all amounts due the City with a 10.00% allowance for estimated uncollectible amounts regardless of when cash is received. Over time substantially all property taxes are collected.

Allowance for Uncollectible Taxes

The City records an allowance for uncollectible property taxes in order to estimate the amount of taxes that will ultimately prove to be uncollectible. Management has determined that an allowance in the amount of ten percent (10.00%) of the property taxes receivable in each of the applicable fund types should be adequate to provide for uncollectible property taxes. No provisions are made for uncollectible sales tax receivables, or grants receivable as management estimates that these amounts will be fully collectible.

Fines and Court Costs Receivable and Related Allowances

In the government-wide financial statements, the City records fines and court costs receivable net of amounts estimated to be uncollectible and net of any amounts that would be due to other governmental entities as a result of collection. Management has determined the estimate of uncollectible fines and court costs through an analysis of actual amounts collected subsequent to year end. Amounts due to other governmental entities have been determined based on distribution requirements of the State of Texas.

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 4: Receivables (Continued)

The following is the detail of the governmental fund receivables and the related allowance for uncollectible accounts:

	General Fund	Debt Service Fund	Parkleand Fees Fund	Other Governmental Fund	Total Governmental Funds
Sales taxes	$ 633,520	$ -	$ -	$ -	$ 633,520
Property taxes	167,827	78,437	-	-	246,264
EMS	594,369	-	-	-	594,369
Other	1,214,735	-	4,998	8,457	1,228,190
Less: Allowance for doubtful accounts	(1,232,644)	(11,766)	-	-	(1,244,410)
Total	$ 1,377,807	$ 66,671	$ 4,998	$ 8,457	$ 1,457,933

Note 5: Capital Assets

Capital asset activity for the year ended September 30, 2021, was as follows:

	Beginning	Increases	Decreases/Transfers	Ending
Governmental Activities				
Nondepreciable capital assets:				
Land	$ 9,391,746	$ 16,134,573	$ -	$ 25,526,319
Construction in progress	19,409,761	16,648,356	(5,993,731)	30,064,386
Total nondepreciable capital assets	28,801,507	32,782,929	(5,993,731)	55,590,705
Depreciable capital assets				
Buildings and improvements	13,878,076	-	5,508,867	19,386,943
Parks	12,352,448	-	124,722	12,477,170
Road infrastructure	54,246,422	19,710,918	360,142	74,317,482
Furniture and equipment	3,990,894	423,695	-	4,414,589
Vehicles	7,340,267	1,543,718	-	8,883,985
Total depreciable capital assets	91,808,107	21,678,331	5,993,731	119,480,169
Total capital assets	120,609,614	54,461,260	-	175,070,874
Less: accumulated depreciation				
Buildings and improvements	1,254,318	598,917	-	1,853,235
Parks	2,983,657	9,429	-	2,993,086
Road infrastructure	8,439,522	1,958,729	-	10,398,251
Furniture and equipment	2,333,768	589,460	-	2,923,228
Vehicles	2,812,092	1,047,302	-	3,859,394
Total accumulated depreciation	17,823,357	4,203,837	-	22,027,194
Capital assets, net	$ 102,786,257	$ 50,257,423	$ -	$ 153,043,680

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 5: Capital Assets (Continued)

	Beginning	Increases	Decreases/Transfers	Ending
Business-Type Activities				
Nondepreciable capital assets:				
Land	$ 3,135,272	$ 129,304	$ -	$ 3,264,576
Construction in progress	17,332,460	9,165,015	(17,496,507)	9,000,968
Total nondepreciable capital assets	20,467,732	9,294,319	(17,496,507)	12,265,544
Depreciable capital assets				
Buildings and improvements	43,769	-	-	43,769
Water & Sewer infrastructure	104,889,159	14,906,239	17,496,507	137,291,905
Vehicles	860,247	146,544	-	1,006,791
Equipment	1,739,247	87,622	-	1,826,869
Total depreciable capital assets	107,532,422	15,140,405	17,496,507	140,169,334
Total capital assets	128,000,154	24,434,724	-	152,434,878
Less: accumulated depreciation				
Buildings and improvements	30,027	1,159	-	31,186
Water & Sewer infrastructure	12,292,095	3,216,986	-	15,509,081
Vehicles	593,041	105,949	-	698,990
Equipment	613,572	105,800	-	719,372
Total accumulated depreciation	13,528,735	3,429,894	-	16,958,629
Capital assets, net	$ 114,471,419	$ 21,004,830	$ -	$ 135,476,249

Depreciation expense for governmental activities was charged to functions of the City as follows:

Administration	$ 291,102
Fire and emergency services	937,775
Road infrastructure	1,958,729
Public works	248,349
Parks	96,873
Police department	287,802
Development services	359,356
Library	1,091
Court	22,760
Total	$ 4,203,837

Depreciation expense recorded in business -type activities and the Proprietary Fund was $3,429,894.

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City of Celina, Texas
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Note 5: Capital Assets (Continued)

The City of Celina has active construction projects as of September 30, 2021. The projects include streets, water and wastewater, drainage, public safety, park, and general government improvements. At year-end, the City of Celina's commitments with contractors are as follows:

Project	Remaining Commitment
Water/Wastewater Improvements	$ 14,206,912
Parks and Recreation	3,064,075
Public Safety	2,146,617
Drainage Improvements	605,628
Road Improvements	557,195
General Government	171,411
	$ 20,751,838

Note 6: Long-term Obligations

The following is a summary of long-term debt transactions for the City for the year ended September 30, 2021:

	Beginning Balance	Increase	Decrease	Ending Balance	Due Within One Year
Governmental Activities					
Bonds Payable					
General obligation bonds	$ 7,115,000	$ 7,290,000	$ (3,545,000)	$ 10,860,000	$ 850,000
Tax and Waterworks and Sewer System certificates of obligation	50,940,200	60,285,000	(7,530,200)	103,695,000	1,755,000
	58,055,200	67,575,000	(11,075,200)	114,555,000	2,605,000
Issuance premium	2,816,179	6,595,450	(570,645)	8,840,984	850,657
Total bonds payable	60,871,379	74,170,450	(11,645,845)	123,395,984	3,455,657
Capital leases	185,405	-	(86,529)	98,876	91,074
Compensated absences	713,635	649,446	(71,364)	1,291,717	370,810
Governmental Activities Long-Term Debt	$ 61,770,419	$ 74,819,896	$ (11,803,738)	$ 124,786,577	$ 3,917,541
Business-type Activities					
Bonds Payable					
General obligation bonds	$ 1,305,000	$ -	$ (460,000)	$ 845,000	$ 415,000
Tax and Waterworks and Sewer System certificates of obligation	74,769,800	27,810,000	(1,499,800)	101,080,000	3,065,000
	76,074,800	27,810,000	(1,959,800)	101,925,000	3,480,000
Issuance premium	4,331,683	2,323,454	(586,472)	6,068,665	616,694
Total bonds payable	80,406,483	30,133,454	(2,546,272)	107,993,665	4,096,694
Note Payable	1,151,000	-	(225,474)	925,526	225,474
Compensated absences	36,623	61,792	(36,623)	61,792	28,957
Business-type Activities Long-Term Debt	$ 81,594,106	$ 30,195,246	$ (2,808,369)	$ 108,980,983	$ 4,351,125

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City of Celina, Texas
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Note 6: Long-term Obligations (Continued)

Long-term Obligations Supporting Governmental Activities

The government issues general obligation bonds and certificates of obligation to provide funds for the acquisition and construction of major capital facilities. General obligation bonds and certificates of obligation have been issued for both governmental and business-type activities and are direct obligations and pledge the full faith and credit of the government. These bonds and certificates generally are issued as serial bonds with equal amounts of principal maturing each year with maturities of 20 years. General obligation bonds and certificates of obligation are to be repaid with property taxes levied for debt service and recorded by the Debt Service fund. The City's borrowing capacity is restrained by maintaining the City's debt at a responsible level. Other debt issued to support governmental activities are capital lease obligations which are primarily paid from the General Fund and Facilities Improvement Fund.

Interest expense for governmental activities was $2,320,903 and is reported as a separate line item in the statement of activities.

Business-type Activities - Revenue Bonds

Revenue bonds consist of debt issued to support activities of the Proprietary (water and sewer) Fund. In addition to being backed by the full faith and credit of the City, revenue bonds are secured by a lien on and a pledge of the surplus revenues of the water and sewer system.

The City entered into an agreement during fiscal year 2020 with Marilee Special Utility District, formerly known as Gunter Special Utility District, for purchase of 2,225 acres of the Marilee CCN for a total of $1,151,000. The City paid its first of five annual installments during FY21 totaling $225,474.

Interest expense for business-type activities and the Proprietary (water and sewer) Fund was $1,983,694 for the year.

Capital lease agreements represent general obligations of the City and are secured by the equipment acquired by the capital lease proceeds. Current requirements for principal and interest of capital lease obligations are accounted for in the appropriate fund for which the liability was incurred.

Compensated absences are paid from the fund responsible for the employee's compensation with significant liabilities payable from the General Fund and Water & Sewer Fund.

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Debt Service Requirements to Maturity

The annual debt service requirements to maturity for bonded debt and capital lease are as follows at year end:

Year Ending September 30	Governmental Activities				
	Bond Principal	Bond Interest	Capital Lease Principal	Capital Lease Interest	Total Required
2022	$ 2,605,000	$4,061,485	91,074	2,951	$ 6,760,510
2023	2,905,000	3,494,163	7,802	33	6,406,998
2024	4,275,000	3,392,363	-	-	7,667,363
2025	4,590,000	3,224,219	-	-	7,814,219
2026	5,535,000	3,063,163	-	-	8,598,163
2027-2031	33,090,000	11,482,850	-	-	44,572,850
2032-2036	34,305,000	5,675,769	-	-	39,980,769
2037-2040	27,250,000	1,581,638	-	-	28,831,638
Totals	$ 114,555,000	$ 35,975,650	$ 98,876	$ 2,984	$ 150,632,510

Year Ending September 30	Business-type Activities		
	Bond Principal	Bond Interest	Total Required
2022	$ 3,480,000	$ 3,939,169	$ 7,419,169
2023	4,830,000	3,387,993	8,217,993
2024	5,035,000	3,198,941	8,233,941
2025	4,930,000	2,983,569	7,913,569
2026	5,145,000	2,784,006	7,929,006
2027-2031	29,025,000	10,487,094	39,512,094
2032-2036	32,530,000	5,142,663	37,672,663
2037-2040	16,950,000	939,181	17,889,181
Totals	$ 101,925,000	$ 32,862,616	$ 134,787,616

Current Year Bond Issuances

In January 2021, The City issued Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2021 in the amount of $57,485,000 to finance the cost of improving the City's waterworks and sewer system. Interest will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2021. The bonds were issued with a premium of $4,840,529.

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City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 6: Long-term Obligations (Continued)

In May 2021, the City refunded $2,145,000 of general obligation (GO) bonds and 5,590,000 of Tax Waterworks and Sewer System Revenue Certificates of Obligation bonds by issuing $7,290,000 in a refunding issuance entitled GO Refunding Bonds, Series 2021. No additional proceeds were received, and the City paid $147,779 in issuance costs and underwriter discounts. The bonds were issued with a premium of $631,435. As a result of the refunding, the City reduced its total debt service requirements by $1,275,276, which resulted in an economic gain (difference between the present value of the debt service payments on the old and new debt) of approximately $1,167,239.

In July 2021, The City issued Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2021A in the amount of $30,610,000 to finance the cost of improving, designing, constructing and equipping the public safety facilities. Interest will be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2022. The bonds were issued with a premium of $3,446,940.

Special Assessment Revenue Bond

From time to time the City issues Special Assessment Revenue Bonds. Total bond principal outstanding for these issues is $183,770,000 at year-end. Proceeds of the bonds were deposited into trust accounts with U.S. Bank N.A. (U.S. Bank) for the purpose of funding improvements in the projects described above. U.S. Bank serves as trustee, for the benefit of the bond holders, for these funds as well as any and all other property or money of every name and nature, which is, from time-to-time hereafter by delivery or in writing of any kind, conveyed, pledged, assigned, or transferred to the trustee. The City is not obligated in any manner for these special assessment revenue bonds.

Note 7: Component Unit Debt Obligations

CEDC has the following debt obligation:

	Beginning Balance	Increase	Decrease	Ending Balance	Due Within One Year
Note Payable	$ 834,289	$ -	$ 74,304	$ 759,985	$ 77,245

In March 2020, CEDC entered into a note payable agreement with Lamar National Bank in the principal amount of $ 1,044,263 with a fixed rate of interest equal to 3.75% to refinance a loan with a predecessor bank. The note payable is unsecured but is expected to be paid out of the sales and use taxes that will be levied and collected by the City of Celina, Collin County, Texas pursuant to the *Development Corporation Act*, Chapter 501, 502 and 504 of the Texas Local Government Code. At September 30, 2021, the outstanding CEDC note balance was $759,985.

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The following is the annual debt service requirements to maturity for the note payable:

Year Ending September 30	Principal	Interest	Total Required
2022	$ 77,245	$ 27,791	$ 105,036
2023	80,223	24,812	105,035
2024	83,316	21,718	105,034
2025	86,529	18,504	105,033
2026	89,866	15,168	105,034
2027-2030	342,806	24,920	367,726
Totals	$ 759,985	$ 132,913	$ 892,898

Note 8: Defined Benefit Pension Plans

Plan Description

The City of Celina, Texas participates as one of 895 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the *TMRS Act*, Subtitle G, Title 8, Texas Government Code (TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS' s defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available annual comprehensive financial report that can be obtained at *www.tmrs.com.* All eligible employees of the City are required to participate in TMRS.

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75.00% of the member's deposits and interest.

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City of Celina, Texas
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September 30, 2021

Note 8: Defined Benefit Pension Plans (Continued)

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City were as follows:

Employee deposit rate	7.0%
Matching ratio (City to Employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years at any age, 5 years at age 60 and above
Updated service credit	0%
Annuity increase to retirees	0% of CPI

At the December 31, 2020, valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	22
Inactive employees entitled to but not yet receiving benefits	113
Active employees	174
	309

Contributions

The contribution rates for employees in TMRS are either 5.00%, 6.00%, or 7.00% of employee gross earnings, and the City matching percentages are either 100.00%, 150.00% or 200.00%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each City is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees of the City were required to contribute 7.00% of their annual gross earnings during the fiscal year. The contribution rates for the City were 6.47% and 6.34% in calendar years 2021 and 2020, respectively. The City's contributions to TMRS for the year ended September 30, 2021, were $796,174 and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2020, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

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City of Celina, Texas
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Note 8: Defined Benefit Pension Plans (Continued)

Actuarial Assumptions

The Total Pension Liability in the December 31, 2020, actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	2.75% per year
Investment Rate of Return	6.75%, net of position plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a four-year set-forward for males and a three-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between: (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2021 are summarized in the following table:

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Note 8: Defined Benefit Pension Plans (Continued)

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	30.00%	5.30%
Core Fixed Income	10.00%	1.25%
None-Core Fixed Income	20.00%	4.14%
Real Return	10.00%	3.85%
Real Estate	10.00%	4.00%
Absolute Return	10.00%	3.48%
Private Equity	10.00%	7.75%
Total	100.00%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

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City of Celina, Texas
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Note 8: Defined Benefit Pension Plans (Continued)

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pensio Liability (Asset) (A -
Balance at October 1, 2020	$ 8,960,064	$ 9,254,013	$ (293,94
Changes for the year:			
Service Cost	1,587,716		1,587,71
Interest	653,756		653,75
Difference between expected and actual experience	(39,432)		(39,43
Contributions – employer		772,210	(772,21
Contributions – employee		835,640	(835,64
Net investment income		705,428	(705,42
Benefit payments, including refunds of employee contributions	(137,309)	(137,309)	
Administrative expense		(4,545)	4,54
Other changes	-	(177)	17
Net changes	2,064,731	2,171,247	(106,51
Balance at September 30, 2021	$ 11,024,795	$ 11,425,260	$ (400,46

Sensitivity of The Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1- percentage -point lower (5.75%) or 1- percentage-point higher (7.75%) than the current rate:

	1 % Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability (asset)	$ 1,529,383	$ (400,464)	$ (1,945,952)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan' s Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained at *www.tmrs.com.*

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City of Celina, Texas
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September 30, 2021

Note 8: Defined Benefit Pension Plans (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2021, the City recognized pension expense of $702,445.

At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 3,287	$ 71,895
Changes in actuarial assumptions	16,350	106
Difference between projected and actual investment earnings	-	259,700
Contributions subsequent to the measurement date	606,508	-
Total	$ 626,145	$ 331,701

$606,508 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2022. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2022	$ (91,239)
2023	(33,217)
2024	(151,230)
2025	(27,022)
2026	(9,356)
Total	$ (312,064)

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City of Celina, Texas
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Note 9: Postemployment Benefits Other Than Pensions (OPEB)

Plan description - The City maintains a single-employer defined benefit group-term life insurance plan known as the TMRS Supplemental Death Benefits Fund (SDBF). The plan is administered by the TMRS. This is a voluntary program in which the City elected, by ordinance, to provide group-term life insurance coverage for their active members, including retirees. As the SDBF covers both active and retiree participants, with no segregation of assets, the SDBF is considered to be an unfunded other postemployment benefit (OPEB) plan (i.e. no assets are accumulated in a trust that meets the criteria in paragraph four of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions).*

Benefits provided - The death benefit for active employees provides a lump-sum payment approximately equal to the employee 's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an OPEB and is a fixed amount of $7,500.

Employees Covered by Benefit Terms

At the December 31, 2020 actuarial valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	16
Inactive employees entitled to but not yet receiving benefits	17
Active employees	174
Total	207

Contributions

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to prefund retiree term life insurance during employees' entire careers.

The City's SDBF contribution rate for all covered employees of the City in calendar years 2021 and 2020 was .11% and .13%, respectively. The City's contributions for all covered employees to the TMRS SDBF for the fiscal years ended September 30, 2021 and 2020, were $15,437 and $25,370, respectively, which equaled the required contributions for each year. The retiree portion of this contribution rate (OPEB portion) was 0.00% of covered payroll in calendar years 2021 and 2020.

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Note 9: Postemployment Benefits Other Than Pensions (OPEB) (Continued)

Total OPEB Liability

The City's total OPEB liability (TOL) of $202,121 was measured as of December 31, 2020, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs

The total OPEB liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions and other inputs:

Inflation	2.50% per year
Salary Increase	3.50% to 11.50% including inflation
Discount Rate	2.00% (2.75% in prior year)
Retirees Share of Benefit Costs	$0

Mortality rates for retirees and beneficiaries are based on the gender-distinct 2019 Municipal Retirees of Texas mortality tables. Based on the size of the City, rates are multiplied by an additional factor of 117.0 percent, which adds an additional layer of conservatism. The rates are projected on a fully generational basis by scale UMP to account for future mortality improvements. For disabled annuitants, the mortality tables for healthy retirees is used with a four-year set-forward for males and a three-year set-forward for females. In addition, a 3.5 percent and 3 percent minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation.

Discount Rate

The current year discount rate used to measure the total OPEB liability was 2.00% and was based upon the Fidelity Index's "20-year Municipal GO AA Index" rate as of December 31, 2020. The prior year discount rate used to measure the total OPEB liability was 2.75% and was based upon the Fidelity Index's "20-year Municipal GO AA Index" rate as of December 31, 2019.

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Note 9: Postemployment Benefits Other Than Pensions (OPEB) (Continued)

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at October 1, 2020	$ 133,565
Changes for the year:	
Service cost	35,813
Interest on total OPEB liability	4,149
Differences between expected & actual experience	(3,930)
Changes in assumptions and other inputs	33,718
Benefit payments*	(1,194)
Net changes	68,556
Balance at September 30, 2021	$ 202,121

*Due to the SBDF being considered an unfunded OPEB plan under GASB Statement No. 75, benefit payments are treated as being equal to the employer's yearly contribution for retirees.

The SDBF does not incur TMRS Administrative Expenses. The City is charged, and the administrative expenses are paid through the TMRS Defined Benefit Pension Plan recorded under GASB Statement No. 68.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 2.00%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.00%) or 1-percentage-point higher (3.00%) than the current rate:

	1 % Decrease (1.00%)	Discount Rate (2.00%)	1% Increase (3.00%)
Total OPEB liability	$ 261,317	$ 202,121	$ 158,694

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Notes to Financial Statements
September 30, 2021

Note 9: Postemployment Benefits Other Than Pensions (OPEB) (Continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2021, the City recognized OPEB expense of $45,878. At year-end, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 104	$ 7,763
Changes in assumptions and other inputs	57,579	5,414
Contributions made subsequent to measurement date	10,457	
Total	$ 68,140	$ 13,177

$10,457 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2022. Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended September 30:	Amount
2022	$ 5,916
2023	5,916
2024	5,916
2025	5,916
2026	5,916
Thereafter	14,926
Total	$ 44,506

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 10: Deferred Compensation Plan

The City offers its employees a defined contribution, deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan is administered by ICMA Retirement Corporation and the Trustee is VantageTrust Company. Benefit provisions are contained in the plan document and were established and can be amended by the action of City Council. All assets and income are held in trust for the exclusive benefit of participants and their beneficiaries; therefore, it is not reported in the financial statements of the City.

The plan, available to all full-time City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. The City does not contribute to the plan.

Note 11: Transfers and Payments Within the Reporting Entity

Transfers and Payments

Transfers and payments within the reporting entity are substantially for the purposes of funding capital projects and asset acquisitions, transferring bond proceeds between funds, or maintaining debt service on a routine basis. Resources are accumulated in a fund to support and simplify the administration of various projects or programs. The following schedule reports transfers and payments within the reporting entity:

Fund	Transfers In	Transfers Out
General Fund	$ 1,254,792	$ (2,872,225)
Debt Service Fund	795,200	-
Street Construction Fund	950,000	-
Parkland Fees Fund	-	(2,612,500)
Bond Fund	-	(1,229,720)
Nonmajor Governmental Funds	4,534,725	(486,169)
Water and Sewer Fund	-	(334,103)
	$ 7,534,717	$ (7,534,717)

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 12: Transfers and Payments Within the Reporting Entity (Continued)

General Fund transfers out is made up of 4 major items. First, the City established a Street Construction Fund in FY 2021 with an initial $950,000 investment. This fund is utilized for long-term planning and street maintenance as the City's street infrastructure ages. In addition, the General Fund transferred $500,000 to the Stabilization Fund, $786,500 was transferred to the Capital Acquisitions fund for various projects, and $635,725 was transferred to the City's Vehicle Replacement Program. Finally, non-Major Governmental funds include the transfers in from the General Fund and Parkland Fund, mainly for the procurement of capital outlay and improvements. Bond fund transfers were to the Water and Sewer funds and were used for capital outlay.

Note 13: Contingencies

The City participates in various state and federal grant programs and contracts which are subject to financial and compliance audits by the grantors or their representatives. Audits of these programs for the year ended September 30, 2021, have not been conducted. Accordingly, the City's compliance with applicable grant and contract requirements will be established at some future date. The City expects that costs disallowed by these various awarding agencies, if any, would be minimal.

Note 14: Litigation

From time to time, the City is involved in litigation in the ordinary course of business. City management considers the likelihood of any material liability resulting from this litigation to be remote.

Note 15: UTRWD Contractual Requirements

The City has entered into a Participating Member Contract with Upper Trinity Regional Water District (UTRWD) for the use of sewer capacity in the Northeast Regional Water Reclamation System (Doe Branch Plant). In return for the utilization of 600,000 gallons of capacity at the Doe Branch Plant, the City will pay annual facilities charges to UTRWD ranging from $550,209 to $837,728 beginning in FY 2016 and continuing through FY 2038.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Notes to Financial Statements
September 30, 2021

Note 16: UTRWD Contractual Requirements (Continued)

The following is a summary of the City's contractual requirements for future payments under the agreements with UTRWD by year for next five years and in total thereafter:

Year Ending September 30,	Annual Requirement
2022	$ 837,728
2023	835,698
2024	835,698
2025	835,698
2026	835,698
Thereafter	9,276,133
Total required	$ 13,456,653

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Required Supplementary Information

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)



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City of Celina, Texas

Schedule of Changes in Net Pension Liability (Asset) and Related Ratios

Last Seven Fiscal Years

	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability							
Service Cost	$ 1,587,716	$ 1,389,740	$ 1,074,389	$ 760,238	$ 634,724	$ 477,763	$ 349,532
Interest (on the Total Pension Liability)	653,756	532,994	434,173	356,068	297,354	246,793	204,236
Changes of benefit terms	-	-	-	-	-	-	-
Difference between expected and actual experience	(39,432)	(31,250)	6,080	(3,776)	(42,188)	(33,873)	11,213
Change of assumptions	-	(150)	-	-	-	164,970	-
Benefit payments, including refunds of employee contributions	(137,309)	(265,215)	(151,399)	(73,590)	(92,022)	(16,986)	(25,289)
Net Change in Total Pension Liability	2,064,731	1,626,119	1,363,243	1,038,940	797,868	838,667	539,692
Total Pension Liability – Beginning	8,960,064	7,333,945	5,970,702	4,931,762	4,133,894	3,295,227	2,755,535
Total Pension Liability – Ending	$ 11,024,795	$ 8,960,064	$ 7,333,945	$ 5,970,702	$ 4,931,762	$ 4,133,894	$ 3,295,227
Plan Fiduciary Net Position							
Contributions – employer	$ 772,210	$ 650,019	$ 504,822	$ 357,923	$ 241,159	$ 188,960	$ 96,209
Contributions – employee	835,640	717,947	558,331	393,323	325,261	258,850	201,034
Net Investment income	705,428	1,095,951	(190,540)	691,169	285,732	5,594	190,520
Benefit payments, including refunds of employee contributions	(137,309)	(265,215)	(151,399)	(73,590)	(92,022)	(16,986)	(25,289)
Administrative expense	(4,545)	(6,169)	(3,673)	(3,576)	(3,223)	(3,406)	(1,988)
Other	(177)	(185)	(191)	(181)	(174)	(168)	(163)
Net Change in Plan Fiduciary Net Position	2,171,246	2,192,348	717,350	1,365,068	756,733	432,844	460,323
Plan Fiduciary Net Position – Beginning	9,254,013	7,061,665	6,344,315	4,979,247	4,222,514	3,789,670	3,329,347
Plan Fiduciary Net Position – Ending	$ 11,425,259	$ 9,254,013	$ 7,061,665	$ 6,344,315	$ 4,979,247	$ 4,222,514	$ 3,789,670
Net Pension Liability (Asset) – Ending	$ (400,464)	$ (293,949)	$ 272,280	$ (373,613)	$ (47,485)	$ (88,620)	$ (494,443)
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	103.63%	103.28%	96.29%	106.26%	100.96%	102.14%	115.00%
Covered Payroll	$ 11,937,718	$ 10,256,387	$ 7,976,159	$ 5,618,903	$ 4,646,591	$ 3,697,854	$ 2,871,910
Net Pension Liability (Asset) as a Percentage of Covered Payroll	-3.35%	-2.87%	3.41%	-6.65%	-1.02%	-2.40%	-17.22%

The information in this schedule has been determined as of the measurement date (December 31) of the City's net pension liability and is intended to show information for 10 years. However, until a full 10-year trend is compiled in accordance with the provision of GASB 68, only periods for which such information is available are presented.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Schedule of Contributions
Last Seven Fiscal Years

	2021	2020	2019	2018	2017	2016	2015
Actuarially determined contribution	$ 796,174	$ 772,301	$ 624,122	$ 459,895	$ 324,728	$ 237,763	$ 162,3
Contributions in relation to the actuarially determined contribution	796,174	772,301	624,122	459,895	324,728	237,763	162,3
Contributions deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$
Covered payroll	$ 12,371,440	$ 11,996,779	$ 9,844,203	$ 7,245,746	$ 5,230,520	$ 4,486,771	$ 3,388,1
Contributions as a percentage of covered payroll	6.44%	6.44%	6.34%	6.35%	6.21%	5.30%	4.7

Schedule Notes:

Valuation Dates:

Notes	Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	N/A
Asset Valuation Method	10 year smoothed market; 12% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 11.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information:

Notes	There were no benefit changes during the year.

The information in this schedule has been determined as of the City's most recent fiscal year-end and is intended to show information for 10 years. However, until a full 10-year trend is compiled in accordance with the provision of GASB 68, only periods for which such information is available are presented.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Schedule of Changes in Total OPEB Liability and Related Ratios
Last Four Fiscal Years

	Actuarial Valuation & Measurement Date December 31,			
	2020	2019	2018	2017
Total OPEB Liability				
Service cost	$ 35,813	$ 21,538	$ 19,940	$ 12,362
Interest on the total OPEB liability	4,149	3,527	2,646	2,074
Changes of benefit terms	-	-	-	-
Difference between expected and actual experience	(3,930)	(5,434)	155	-
Changes in assumptions or other inputs	33,718	30,162	(8,000)	6,931
Benefit payments	(1,194)	(1,026)	-	-
Net Change in Total OPEB Liability	68,556	48,767	14,741	21,367
Total OPEB Liability – Beginning	133,565	84,798	70,057	48,690
Total OPEB Liability – Ending	$ 202,121	$ 133,565	$ 84,798	$ 70,057
Covered Payroll	$ 11,937,718	$ 10,256,387	$ 7,976,159	$ 5,618,903
Total OPEB Liability as a Percentage of Covered Payroll	1.69%	1.30%	1.06%	1.25%

Schedule Notes:

Plan information:

Single-employer unfunded OPEB plan	There are no assets accumulated in a trust that meets the criteria in GASB Statement No.75 paragraph four to pay related benefits.

Changes of assumptions:

Changes of assumptions and other inputs reflect the effects of changes inthe discount rate each period. The following are the discount rates used in each period:

2017	3.31%
2018	3.71%
2019	2.75%
2020	2.00%

Actuarial Valuation & Measurement Date:	December 31

Significant actuarial assumptions used to measure the total OPEB liability:

Inflation	2.50%
Salary Increases	3.50% to 11.50%, including inflation
Discount Rate	2.00% (Based on Fidelity Index's "20-year Municipal GO AA Index" rate as of 12/31/20). 2.75% in prior year.
Retiree's Share of Benefit-related Costs	$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No.68
Mortality - Service Retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality - Disabled Retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year set forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

*Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

The information in this schedule has been determined as of the measurement date (December 31) of the City's total OPEB liability and is intended to show information for 10 years. However, until a full 10-year trend is compiled in accordance with the provision of GASB 75, only periods for which such information is available are presented.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)



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Combining and Individual Fund Financial Statements and Schedules

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)



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Major Governmental Funds

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Major Governmental Funds

Debt Service Fund

Capital Projects Funds

Debt Service Fund – accounts for the accumulation of financial resources for the payment of principal and interest on the City's general obligation debt. The City annually levies ad valorem taxes restricted for the retirement of general obligation bonds, capital leases, and interest. This fund reports all such ad valorem taxes collected.

Street Construction Fund – accounts for the financing and acquisition of major capital street projects. Fund resources are provided primarily through bond sales and interest earnings. This major governmental fund does not have a legally adopted budget.

Parkland Fees Fund – accounts for the financing and acquisition of major capital park projects. Fund resources are provided primarily through developer park contributions and grants.

Bond Fund – to account for the acquisition or construction of streets and other capital projects being financed through bond proceeds, or transfers from other funds.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)



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City of Celina, Texas
Budgetary Comparison Schedule (GAAP Basis)
Debt Service Fund
For the Year Ended September 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget- Positive (Negative)
Revenues				
Property Tax	$ 4,385,480	$ 4,385,480	$ 4,515,868	$ 130,388
Interest	60,000	60,000	28,759	(31,241)
Total revenues	4,445,480	4,445,480	4,544,627	99,147
Expenditures				
Principal	2,545,000	2,545,000	3,340,200	(795,200)
Interest and Fiscal Charges	2,063,666	2,063,666	2,012,300	51,366
Bond issuance cost	-	-	106,899	(106,899)
Total expenditures	4,608,666	4,608,666	5,459,399	(850,733)
Excess (deficiency) of revenues over (under) expenditures	(163,186)	(163,186)	(914,772)	(751,586)
Other Financing Sources (Uses)				
Bond premium	-	-	650,173	650,173
Issuance of refunding bonds	-	-	7,290,000	7,290,000
Payments to refunding bond escrow agent	-	-	(7,882,414)	(7,882,414)
Transfers in (out)	-	-	795,200	795,200
Total Other Financing Sources (Uses)	-	-	852,959	852,959
Net Change in Fund Balance	(163,186)	(163,186)	(61,813)	101,373
Fund Balance, Beginning of Year	2,228,648	2,228,648	2,228,648	-
Fund Balance, End of Year	$ 2,065,462	$ 2,065,462	$ 2,166,835	$ 101,373

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Budgetary Comparison Schedule (GAAP Basis)
Parkland Fees Fund
For the Year Ended September 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget-Positive (Negative)
Revenues				
Park Fees	$ 1,050,000	$ 2,225,216	$ 5,295,776	$ 3,070,560
Interest	50,000	50,000	42,242	(7,758)
Developer revenue	-	2,304,137	2,304,137	-
Intergovernmental	1,500,000	1,500,000	1,500,000	-
Total revenues	2,600,000	6,079,353	9,142,155	3,062,802
Expenditures				
Parks and Recreation	-	-	202,000	(202,000)
Capital Outlay	1,550,000	5,216,853	4,707,752	509,101
Total expenditures	1,550,000	5,216,853	4,909,752	307,101
Excess (deficiency) of revenues over (under) expenditures	1,050,000	862,500	4,232,403	3,369,903
Other Financing Sources (Uses) – Transfers Out	-	2,612,500	(2,612,500)	(5,225,000)
Total other financing sources (uses)	-	2,612,500	(2,612,500)	(5,225,000)
Net Change in Fund Balance	1,050,000	3,475,000	1,619,903	(1,855,097)
Fund Balance, Beginning of Year	3,132,006	3,132,006	3,132,006	-
Fund Balance, End of Year	$ 4,182,006	$ 6,607,006	$ 4,751,909	$ (1,855,097)

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Budgetary Comparison Schedule (GAAP Basis)
Bond Fund
For the Year Ended September 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget- Positive (Negative)
Revenues				
Other Income	$ -	$ -	$ -	$ -
Interest	400,000	400,000	60,559	(339,441)
Total revenues	400,000	400,000	60,559	(339,441)
Expenditures				
Capital outlay	17,934,885	17,934,885	20,596,629	(2,661,744)
Bond issuance cost	-	-	721,303	(721,303)
Total expenditures	17,934,885	17,934,885	21,317,932	(3,383,047)
Excess (deficiency) of revenues over (under)	(17,534,885)	(17,534,885)	(21,257,373)	(3,722,488)
Other Financing Sources (Uses)				
Issuance of bonds	-	-	60,285,000	60,285,000
Bond premium	-	-	5,945,277	5,945,277
Transfers in (out)	-	-	(1,229,720)	(1,229,720)
Total Other Financing Sources (Uses)	-	-	65,000,557	65,000,557
Net Change in Fund Balance	(17,534,885)	(17,534,885)	43,743,184	61,278,069
Fund Balance, Beginning of Year	9,651,090	9,651,090	9,651,090	-
Fund Balance, End of Year	$ (7,883,795)	$ (7,883,795)	$ 53,394,274	$ 61,278,069

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Nonmajor Governmental Funds

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

Nonmajor Governmental Funds

Roadway Impact Fees Fund – is used to account for fees paid by developers for construction of streets under the Roadway Impact Fees ordinance.

Capital Equipment Replacement Fund – to account for public safety capital replacements including vehicles and equipment.

Capital Acquisition Fund – established as a reserve fund for capital and smaller infrastructure needs. Funding is from transfers in from the General Fund.

Roadway Capital Recovery Fees Fund – to account for roadway capital recovery fees paid by developers to the City for roadway construction.

Technology Fund – to account for technology infrastructure improvements and computer hardware/software needs. Source of funding is from developer fees when obtaining building permits.

Stabilization Fund – Established to help the City maintain resiliency by ensuring adequate balance to cash flow requirements during economic turbulence.

Developer Capital Fees Fund – to account for Developer Fees paid to build capital projects per the agreements.

Court Special Revenue Fund – to account for the restricted Court fees to be used to pay for technology expenses and security expenses specific to the Court.

Other Special Revenue Funds – to account for various grants, PEG fees, Law Enforcement, and Contributions/Donations to the City.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Combining Balance Sheet (Continued)
Other Governmental Funds
September 30, 2021

	Roadway Impact Fees	Capital Equipment Replacement	Capital Acquisition	Roadway Capital Recovery Fees	Technology	Stabilization
Assets						
Cash and cash equivalents	$ 3,115,497	$ 4,491,390	$ 1,159,085	$ 6,339,075	$ 548,150	$ 1,002,835
Accounts receivable	-	-	-	-	-	-
Total assets	$ 3,115,497	$ 4,491,390	$ 1,159,085	$ 6,339,075	$ 548,150	$ 1,002,835
Liabilities						
Accounts payable	$ 56,047	$ 515,308	$ 38,489	384,469	$ -	$ -
Total liabilities	$ 56,047	$ 515,308	$ 38,489	$ 384,469	$ -	$ -
Fund Balances						
Restricted for						
Capital projects	$ 3,059,450	$ -	$ -	$ 5,954,606	$ -	$ -
Law enforcement	-	-	-	-	-	-
Courts	-	-	-	-	-	-
Grants	-	-	-	-	-	-
PEG	-	-	-	-	-	-
Hotel	-	-	-	-	-	-
Technology	-	-	-	-	548,150	-
Assigned	-	3,976,082	1,120,596	-	-	1,002,835
Total fund balances	3,059,450	3,976,082	1,120,596	5,954,606	548,150	1,002,835
Total liabilities and fund balances	$ 3,115,497	$ 4,491,390	$ 1,159,085	$ 6,339,075	$ 548,150	$ 1,002,835

See auditor's report on supplementary information

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Combining Balance Sheet (Continued)
Other Governmental Funds
September 30, 2021

Developer Capital Fees	Court Special Revenue	Other Special Revenue Funds	Total Nonmajor Governmental Funds
$ 1,426,700	$ 131,949	$ 760,563	$ 18,975,244
-	-	8,457	8,457
$ 1,426,700	$ 131,949	$ 769,020	$ 18,983,701
$ -	$ -	$ 11,866	$ 1,006,179
$ -	$ -	$ 11,866	$ 1,006,179
$ 1,426,700	$ -	$ 550,494	$ 10,991,250
-	-	36,620	36,620
-	131,949	-	131,949
-	-	12,955	12,955
-	-	58,548	58,548
-	-	14,835	14,835
-	-	-	548,150
-	-	83,702	6,183,215
1,426,700	131,949	757,154	17,977,522
$ 1,426,700	$ 131,949	$ 769,020	$ 18,983,701

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)

Other Governmental Funds

September 30, 2021

	Roadway Impact Fees	Capital Equipment Replacement	Capital Acquisition	Roadway Capital Recovery Fees	Technology	Stabilization
Revenues						
Special events and donations	$ -	$ -	$ -	$ -	$ -	$ -
Impact and capital recovery fees	1,609,667	-	-	3,762,837	-	-
Other income	-	-	-	376,315	587,000	-
Interest	16,399	27,419	9,096	22,080	2,891	2,835
Federal, state, and local grants	-	-	461,550	-	-	-
Total revenues	1,626,066	27,419	470,646	4,161,232	589,891	2,835
Expenditures						
Current						
Administration	-	-	75,133	-	217,400	-
Development services	-	-	-	-	-	-
Public works	262,693	-	262,385	-	-	-
Police department	-	-	-	-	-	-
Main street project	-	-	-	-	-	-
Capital Outlay	280,610	885,417	1,782,221	1,192,281	-	-
Total expenditures	543,303	885,417	2,119,739	1,192,281	217,400	-
Excess (deficiency) of revenues over (under) expenditures	1,082,763	(857,998)	(1,649,093)	2,968,951	372,491	2,835
Other Financing Sources (Uses)						
Transfers in	-	635,725	786,500	1,400,000	-	500,000
Transfers out	-	(90,107)	-	-	-	-
Total other financing sources (uses)	-	545,618	786,500	1,400,000	-	500,000
Net Change in Fund Balances	1,082,763	(312,380)	(862,593)	4,368,951	372,491	502,835
Fund Balances, Beginning of Year	1,976,687	4,288,462	1,983,189	1,585,655	175,659	500,000
Fund Balances, End of Year	$ 3,059,450	$ 3,976,082	$ 1,120,596	$ 5,954,606	$ 548,150	$ 1,002,835

See auditor's report on supplementary information

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)

Other Governmental Funds

September 30, 2021

Developer Capital Fees	Court Special Revenue	Other Special Revenue Funds	Total Nonmajor Governmental Funds
$ -	$ -	$ 81,554	$ 81,554
1,057,061	-	-	6,429,565
-	8,971	422,550	1,394,836
3,090	859	4,492	89,161
-	-	404,772	866,322
1,060,151	9,830	913,368	8,861,438
-	873	118,060	411,466
857,526	-	-	857,526
-	-	-	525,078
-	-	31,846	31,846
-	-	75,898	75,898
-	-	-	4,140,529
857,526	873	225,804	6,042,343
202,625	8,957	687,564	2,819,095
1,212,500	-	-	4,534,725
-	-	(396,062)	(486,169)
1,212,500	-	(396,062)	4,048,556
1,415,125	8,957	291,502	6,867,651
11,575	122,992	465,652	11,109,871
$ 1,426,700	$ 131,949	$ 757,154	$ 17,977,522

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

Discretely Presented Component Units

Financial Statements

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)



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City of Celina, Texas

Balance Sheet – Celina Economic Development Corporation

Discretely Presented Component Unit

September 30, 2021

Assets	
Cash and cash equivalents	$ 1,965,679
Sales taxes receivable	316,760
Total assets	2,282,439
Liabilities	
Accounts payable	78,993
Accrued payroll	12,893
Total liabilities	91,886
Fund Balance	
Restricted for economic development	2,190,553
Total fund balance	$ 2,190,553
Amounts reported for governmental activities in the statement of net position are different because:	
Long-term liabilities are not due and payable in the current period, and therefore, are not reported in the funds.	(759,985)
Net position of governmental activities	$ 1,430,568

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Statement of Revenues, Expenditures and Changes in Fund Balance
Celina Economic Development Corporation
Discretely Presented Component Units
Year Ended September 30, 2021

Revenues	
Sales taxes	$ 1,434,395
Miscellaneous	3,000
Unrestricted investment earnings	26,326
Total general revenues	1,463,721
Expenditures	
Economic development	587,254
Total expenditures	587,254
Other Financing Uses	
Intergovernmental contributions	128,661
Total other financing sources	128,661
Change in Fund Balance	1,005,128
Fund Balance – Beginning of Year	1,185,425
Fund Balance – End of Year	$ 2,190,553
Amounts reported for governmental activities in the statement of activities are different because:	
Net change in fund balance	1,005,128
Repayment of debt is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position	74,304
Change in net position of governmental activities	$ 1,079,432

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Balance Sheet - Celina Community Development Corporation

Discretely Presented Component Units

September 30, 2021

Assets	
Cash and cash equivalents	$ 2,474,323
Sales taxes receivable	316,760
Total assets	2,791,083
Fund Balance	
Restricted for economic development	2,791,083
Total fund balance	$ 2,791,083

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Statement of Revenues, Expenditures and Changes in Fund Balance

Celina Community Development Corporation

Discretely Presented Component Units

Year Ended September 30, 2021

Revenues		
Sales taxes	$	1,434,395
Unrestricted investment earnings		10,761
Total general revenues		1,445,156
Expenditures		
Community development		-
Total expenditures		-
Change in Fund Balance		1,445,156
Fund Balance – Beginning of Year		1,345,927
Fund Balance – End of Year	$	2,791,083

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

Statistical Section (Unaudited)

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Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

Statistical Section

This section of the City of Celina's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, notes disclosures, and required supplementary information says about the City's overall financial health. This information has not been audited by the independent auditor.

Contents	**Table Numbers**
Financial Trends These tables contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	1-5
Revenue Capacity These tables contain information to help the reader assess the City's two most significant revenue sources-property and sales taxes.	6-9
Debt Capacity These tables present information to help the reader assess the affordability of the City's current level of outstanding debt and the City's ability to issue additional debt in the future.	10-14
Economic and Demographic Information These tables offer economic and demographic indicators to help the reader understand the environment within which the City's financial activities take place.	15-16
Operating Information These tables contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides.	17-19

Source: Unless otherwise noted, the information in these tables is derived from the City's past audit reports for the relevant year.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)



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Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 1

	Fiscal Year									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Governmental Activities										
Net Investment in capital assets	$ 5,724,939	$ 7,800,853	$ 7,667,954	$ 8,693,312	$ 13,138,978	$ 13,184,763	$ 32,376,605	$ 20,672,418	$ 51,424,407	$ 83,742,420
Restricted	3,895,476	2,560,845	4,535,511	4,675,044	5,340,173	5,848,514	6,361,057	3,979,639	4,925,334	9,345,627
Unrestricted	742,974	2,086,188	3,900,225	6,325,979	7,893,951	11,575,127	10,218,998	30,927,875	25,553,066	32,577,064
Total governmental activities net position	10,363,389	12,447,886	16,103,690	19,694,335	26,373,102	30,608,404	48,956,660	55,579,932	81,902,807	125,665,111
Business-type Activities										
Net Investment in capital assets	6,717,653	7,485,220	9,589,572	11,575,656	12,078,113	13,079,265	18,675,162	30,124,340	54,394,479	55,835,300
Restricted	-	-	-	-	-	-	-	-	44,092	56,065
Unrestricted	344,272	887,007	1,103,837	2,120,144	1,733,702	3,171,397	5,862,371	10,028,343	16,804,092	50,683,069
Total business-type activities net position	7,061,925	8,372,227	10,693,409	13,695,800	13,811,815	16,250,662	24,537,533	40,152,683	71,242,663	106,574,434
Primary Government										
Net Investment in capital assets	12,442,592	15,286,073	17,257,526	20,268,968	25,217,091	26,264,028	51,051,767	50,796,758	105,818,886	139,577,720
Restricted	3,895,476	2,560,845	4,535,511	4,675,044	5,340,173	5,848,514	6,361,057	3,979,639	4,969,426	9,401,692
Unrestricted	1,087,246	2,973,195	5,004,062	8,446,123	9,627,653	14,746,524	16,081,369	40,956,218	42,357,158	83,260,133
Total primary government net position	$ 17,425,314	$ 20,820,113	$ 26,797,099	$ 33,390,135	$ 40,184,917	$ 46,859,066	$ 73,494,193	$ 95,732,615	$ 153,145,470	$ 232,239,545

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 2

	Fiscal Year				
	2012	2013	2014	2015	2016
Expenses					
Governmental activities					
Administration	$ 799,116	$ 950,109	$ 1,203,576	$ 1,170,613	$ 1,592,794
Judicial	70,066	79,863	88,531	84,853	102,803
Fire and emergency services	1,176,359	1,541,465	1,213,416	1,453,477	1,957,077
Development services	472,329	417,119	708,220	529,067	683,599
Public works	366,560	515,098	725,922	824,527	1,080,661
Police Department	749,274	803,634	806,191	1,114,266	1,532,829
Parks and Recreation	503,298	556,654	448,202	886,212	1,084,077
Library	126,116	134,625	134,815	140,104	152,664
Infrastructure	207,097	203,273	202,699	198,868	211,300
Bond issuance costs	99,726	135,388	26,869	70,510	65,279
Main street program	-	399,992	72,326	-	-
Interest and fiscal charges	358,718	457,748	585,469	635,090	710,249
Total governmental activities expenses	4,928,659	6,194,968	6,216,236	7,107,587	9,173,332
Business Type Activities					
Water, sewer and sanitation services	3,572,057	3,464,334	3,496,782	4,284,806	8,508,496
Total business-type activities expenses	3,572,057	3,464,334	3,496,782	4,284,806	8,508,496
Total primary government expenses	8,500,716	9,659,302	9,713,018	11,392,393	17,681,828
Program Revenues					
Governmental activities					
Charges for services	1,042,829	1,113,468	2,082,694	3,755,293	4,265,112
Operating grants/contributions	231,301	-	61,432	214,115	368,784
Capital grants/contributions	-	2,344,763	2,403,093	625,237	2,578,809
Total governmental activities program revenues	1,274,130	3,458,231	4,547,219	4,594,645	7,212,705
Business-type Activities					
Charges for services					
Water, sewer and sanitation services	4,377,926	4,781,510	6,154,311	7,518,331	10,057,113
Capital grants/contributions	-	-	-	45,289	800,100
Total business-type activities program revenues	4,377,926	4,781,510	6,154,311	7,563,620	10,857,213
Total primary governmental program revenues	5,652,056	8,239,741	10,701,530	12,158,265	18,069,918
Net (Expense) Revenues					
Governmental activities	(3,654,529)	(2,736,737)	(1,668,747)	(2,512,942)	(1,960,627)
Business-type activities	875,869	1,317,176	2,657,529	3,278,811	2,348,717
Total primary government program revenues net expenses	(2,778,660)	(1,419,561)	988,782	765,869	388,090
General Revenues and Other Changes in Net Position					
Governmental Activities					
Taxes					
Ad valorem	3,021,800	3,129,835	3,333,015	3,739,841	4,458,401
Sales	338,053	384,289	505,221	603,949	733,881
Franchise	299,999	325,167	320,805	364,763	429,102
Other	479,886	636,943	817,733	438,820	671,241
Transfers	95,000	345,000	348,050	395,000	2,346,769
Contributions from component unit	-	-	-	-	-
Total governmental activities	4,234,738	4,821,234	5,324,824	5,542,373	8,639,394
Business-type activities					
Other	28,306	38,126	11,703	39,470	114,067
Transfers	(95,000)	(325,000)	(348,050)	(395,000)	(2,346,769)
Total business-type activities	(66,694)	(286,874)	(336,347)	(355,530)	(2,232,702)
Total primary governmental revenues	4,168,044	4,534,360	4,988,477	5,186,843	6,406,692
Changes in Net Position					
Governmental activities	580,209	2,084,497	3,656,077	3,029,431	6,678,767
Business-type activities	809,175	1,030,302	2,321,182	2,923,281	116,015
Total primary government program net expenses	$ 1,389,384	$ 3,114,799	$ 5,977,259	$ 5,952,712	$ 6,794,782

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 2 (Continued)

	Fiscal Year				
	2017	2018	2019	2020	2021
Expenses					
Governmental activities					
Administration	$ 2,624,918	$ 3,305,724	$ 3,613,202	$ 4,676,077	$ 5,295,666
Judicial	155,521	173,809	169,960	166,725	204,724
Fire and emergency services	2,414,778	2,898,525	4,516,435	5,406,951	5,912,755
Development services	887,990	1,812,852	2,844,946	6,177,019	7,529,485
Public works	1,104,523	5,760,436	1,625,818	2,888,942	2,636,498
Police Department	1,877,574	2,598,590	3,219,436	3,729,439	4,627,454
Parks and Recreation	1,263,538	1,284,123	1,480,614	1,853,913	1,886,673
Library	169,326	230,781	231,803	252,721	244,058
Infrastructure	353,119	823,826	1,010,684	-	-
Bond issuance costs	55,176	59,285	61,612	-	828,202
Main street program	-	-	1,953,396	142,972	75,898
Interest and fiscal charges	787,001	840,645	-	1,752,515	1,492,701
Total governmental activities expenses	11,693,464	19,788,596	20,727,906	27,047,274	30,734,113
Business Type Activities					
Water, sewer and sanitation services	10,811,473	12,887,075	14,811,593	17,188,107	19,876,311
Total business-type activities expenses	10,811,473	12,887,075	14,811,593	17,188,107	19,876,311
Total primary government expenses	22,504,937	32,675,671	35,539,499	44,235,381	50,610,424
Program Revenues					
Governmental Activities					
Charges for Services	6,391,343	7,865,830	11,837,197	13,048,290	25,842,056
Operating Grants/Contributions	356,258	201,610	1,291,079	2,764,624	3,636,696
Capital Grants/Contributions	1,011,625	20,365,689	180,890	15,870,800	19,822,044
Total Governmental Activities Program Revenues	7,759,226	28,433,129	13,309,166	31,683,714	49,300,796
Business-type Activities					
Charges for services					
Water, sewer and sanitation services	13,590,654	16,506,407	21,133,549	26,722,197	41,304,183
Capital grants/contributions	-	3,432,870	-	23,622,709	13,904,905
Total business-type activities program revenues	13,590,654	19,939,277	21,133,549	50,344,906	55,209,088
Total primary governmental program revenues	21,349,880	48,372,406	34,442,715	82,028,620	104,509,884
Net (Expense) Revenues					
Governmental activities	(3,934,238)	8,644,533	(7,418,740)	4,636,440	18,566,683
Business-type activities	2,779,181	7,052,202	6,321,956	33,156,799	35,332,777
Total primary government program revenues net expenses	(1,155,057)	15,696,735	(1,096,784)	37,793,239	53,899,460
General Revenues and Other Changes in Net Position					
Governmental Activities					
Taxes					
Ad valorem	5,362,919	7,464,462	9,856,619	10,679,289	12,892,450
Sales	958,350	1,150,663	1,248,168	1,823,693	2,652,260
Franchise	370,949	420,352	516,777	602,603	602,037
Other	985,322	1,613,911	2,027,855	4,654,145	8,714,771
Transfers	492,000	(907,706)	527,000	2,752,921	334,103
Contributions from component unit	-	-	-	1,173,784	-
Total governmental activities	8,169,540	9,741,682	14,176,419	21,686,435	25,195,621
Business-type activities					
Other	151,666	332,227	1,124,765	686,102	333,097
Transfers	(492,000)	907,706	(527,000)	(2,752,921)	(334,103)
Total business-type activities	(340,334)	1,239,933	597,765	(2,066,819)	(1,006)
Total primary governmental revenues	7,829,206	10,981,615	14,774,184	19,619,616	25,194,615
Changes in Net Position					
Governmental activities	4,235,302	18,386,215	6,757,679	26,322,875	43,762,304
Business-type activities	2,438,847	8,292,135	6,919,721	31,089,980	35,331,771
Total primary government program net expenses	$ 6,674,149	$ 26,678,350	$ 13,677,400	$ 57,412,855	$ 79,094,075

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Government Activities – Tax Revenues by Source
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 3

Fiscal Year	Property Tax	Sales Tax	Franchise Tax	Total
2012	$ 3,019,885	$ 338,053	$ 299,999	$ 3,657,937
2013	$ 3,154,251	$ 384,289	$ 325,167	$ 3,863,707
2014	$ 3,314,591	$ 505,221	$ 320,805	$ 4,140,617
2015	$ 3,754,816	$ 603,949	$ 364,763	$ 4,723,528
2016	$ 4,453,862	$ 733,881	$ 429,102	$ 5,616,845
2017	$ 5,374,888	$ 958,350	$ 370,949	$ 6,704,187
2018	$ 7,454,528	$ 1,150,663	$ 420,352	$ 9,025,543
2019	$ 9,856,619	$ 1,248,168	$ 516,777	$ 11,621,564
2020	$ 10,679,289	$ 1,823,693	$ 602,603	$ 13,105,585
2021	$ 12,892,450	$ 2,652,260	$ 602,037	$ 16,146,747

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Fund Balances – Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Unaudited)

Table 4

	Fiscal Year				
	2012	2013	2014	2015	2016
General Fund					
Nonspendable					
Prepaids	$ -	$ -	$ 20,784	$ 19,941	$ 2,230
Unassigned	1,684,945	2,187,130	3,037,176	4,585,888	7,130,005
Total general fund	$ 1,684,945	$ 2,187,130	$ 3,057,960	$ 4,605,829	$ 7,132,235
All Other Government Funds					
Nonspendable					
Prepaids & Inventory	$ -	$ -	$ -	$ -	$ -
Restricted for					
Debt Service	453,145	515,274	541,370	646,075	901,524
Capital Projects	2,309,071	6,144,848	10,880,463	7,021,861	7,083,988
Law Enforcement	-	-	-	-	-
Courts	-	-	-	-	-
Grants	-	-	-	-	-
PEG	-	-	-	-	-
Hotel	-	-	-	-	-
Technology	-	-	-	-	-
Assigned for use in specific funds	-	-	-	-	-
Unassigned	-	-	-	-	-
Total all other governmental funds	$ 2,762,216	$ 6,660,122	$ 11,421,833	$ 7,667,936	$ 7,985,512

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Fund Balances – Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Unaudited)

Table 4(Continued)

	Fiscal Year				
	2017	2018	2019	2020	2021
General Fund					
Nonspendable					
Prepaids & Inventory	$ 3,013	$ 7,322	$ 14,827	$ 5,786	$ 227,911
Unassigned	6,562,842	8,903,854	10,924,630	8,860,057	16,328,612
Total general fund	$ 6,565,855	$ 8,911,176	$ 10,939,457	$ 8,865,843	$ 16,556,523
All Other Government Funds					
Nonspendable					
Prepaids & Inventory	$ -	$ -	$ -	$ -	$ 873,057
Restricted for					
Debt Service	1,369,343	1,813,530	2,497,665	2,228,648	2,166,835
Capital Projects	13,033,951	29,063,864	30,026,311	19,963,891	65,461,702
Law Enforcement	-	-	22,542	25,833	36,620
Courts	-	-	114,323	122,992	131,949
Grants	-	-	10,948	25,727	12,955
PEG	-	-	90,354	46,708	58,548
Hotel	-	-	-	12,823	14,835
Technology	-	-	-	-	548,150
Assigned for use in specific funds	-	-	7,973,971	9,269,049	10,935,124
Unassigned	168,342	623,156	58,548	58,548	-
Total all other governmental funds	$ 14,571,636	$ 31,500,550	$ 40,794,662	$ 31,754,219	$ 80,239,775

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Changes in Fund Balances – Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Unaudited)

Table 5

	Fiscal Year			
	2012	2013	2014	2015
Revenues				
Property taxes	$ 3,019,885	$ 3,154,251	$ 3,314,591	$ 3,754,816
Franchise taxes	299,999	325,167	320,805	364,763
Sales taxes	338,053	384,289	505,221	603,949
Permits/inspection fees	340,547	455,454	1,321,510	1,767,856
Component unit contributions	340,000	320,000	170,000	320,000
Development fees	56,411	124,743	239,739	924,249
Developer contributions	-	-	-	-
Fire Department/EMS fees	244,505	174,678	196,753	241,005
Fines	186,302	197,248	155,962	254,370
Special events and donations	175,346	142,682	305,430	221,696
Park fees	85,111	161,345	169,000	602,626
Impact and capital recovery fees	-	-	-	-
Other income	120,005	85,140	296,867	92,349
Interest income	43,706	63,021	90,424	111,901
Grants	32,760	2,344,763	2,404,258	519,701
Total revenues	5,282,630	7,932,781	9,490,560	9,779,281
Expenditures				
Administration	774,209	870,419	1,106,865	1,133,574
Judicial	70,066	79,863	88,531	84,853
Fire and EMS	1,062,174	1,057,979	1,083,464	1,316,275
Development services	472,329	417,119	702,862	524,712
Public works	373,302	508,439	505,659	806,788
Police department	729,737	741,361	770,254	1,046,160
Parks and Rec	288,239	349,742	443,625	667,908
Library	126,116	134,625	135,315	140,857
Main street	99,726	135,388	26,869	70,510
Capital outlay	1,938,419	3,977,688	1,421,925	5,253,351
Debt service				
Principal retirement	363,145	500,525	510,445	678,366
Interest and fiscal charges	379,859	490,987	610,693	669,480
Bond issuance costs	159,933	399,992	72,326	-
Total expenditures	6,837,254	9,664,127	7,478,833	12,392,834
Excess (deficiency) of revenues over (under) expenditures	(1,554,624)	(1,731,346)	2,011,727	(2,613,553)
Other Financing Sources (Uses)				
Sales of Assets	30,403	26,100	15,279	12,525
Capital Leases	-	30,752	-	-
Bond premium	-	-	-	-
Issuance of refunding bonds	-	-	-	-
Payments to refunding bond escrow agent	-	-	-	-
Note/Bond Proceeds	4,146,558	5,719,585	3,257,485	-
Contributions from component unit	-	-	-	-
Capital contributions	-	-	-	-
Transfers in (out)	95,000	345,000	348,050	395,000
Total other financing sources (uses)	4,271,961	6,121,437	3,620,814	407,525
Net Changes in Fund Balances	$ 2,717,337	$ 4,390,091	$ 5,632,541	$ (2,206,028)

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Changes in Fund Balances – Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Unaudited)

Table 5 (Continued)

	Fiscal Year				
	2017	2018	2019	2020	2021
Revenues					
Property taxes	$ 5,374,888	$ 7,454,528	$ 9,864,233	$ 10,747,355	$ 12,777,734
Franchise taxes	370,949	420,352	516,777	602,603	602,037
Sales taxes	958,350	1,150,663	1,248,168	1,823,693	2,652,260
Permits/inspection fees	3,959,914	5,982,027	6,716,762	8,643,113	16,190,503
Component unit contributions	200,000	200,000	360,000	-	-
Development fees	1,245,943	119,344	110,486	232,805	2,737,506
Developer contributions	-	-	180,890	119,478	111,126
Fire Department/EMS fees	817,691	1,031,818	1,075,263	1,627,366	1,214,615
Fines	209,806	142,332	137,299	138,339	95,995
Special events and donations	250,214	165,188	129,814	131,482	281,433
Park fees	1,178,028	1,624,159	2,855,844	2,343,250	5,295,776
Impact and capital recovery fees	-	-	-	-	6,429,565
Other income	508,311	1,427,017	1,765,739	3,643,263	1,918,669
Interest income	183,077	436,017	1,031,375	995,261	366,537
Grants	1,570	1,610	808,276	2,764,624	3,636,696
Total revenues	15,258,741	20,155,055	26,800,926	33,812,632	54,310,452
Expenditures					
Administration	2,433,180	3,036,201	3,451,032	4,252,519	4,561,954
Judicial	153,213	172,610	166,197	163,761	181,964
Fire and EMS	2,041,407	2,445,213	3,930,238	4,490,395	4,974,980
Development services	868,862	1,787,306	2,799,375	3,674,903	5,211,399
Public works	943,895	5,604,030	1,411,826	2,707,462	2,388,149
Police department	1,688,094	2,374,037	2,935,005	3,513,316	4,339,652
Parks and Rec	959,343	978,479	1,104,513	1,376,035	1,789,800
Library	165,768	230,090	229,797	245,418	242,967
Main street	55,176	59,285	61,612	62,944	75,898
Capital outlay	3,656,718	3,837,902	14,435,482	25,537,609	34,750,342
Debt service					
Principal retirement	1,005,685	1,436,110	2,028,202	2,912,011	3,340,200
Interest and fiscal charges	782,253	908,016	2,151,331	2,057,217	2,012,300
Bond issuance costs	74,569	146,002	-	-	828,202
Total expenditures	14,828,163	23,015,281	34,704,610	50,993,590	64,697,807
Excess (deficiency) of revenues over (under) expenditures	430,578	(2,860,226)	(7,903,684)	(17,180,958)	(10,387,355)
Other Financing Sources (Uses)					
Sales of Assets	634,597	-	-	-	-
Capital Leases	-	-	340,818	-	-
Bond premium	-	-	-	-	6,595,450
Issuance of refunding bonds	-	-	-	-	7,290,000
Payments to refunding bond escrow agent	-	-	-	-	(7,882,414)
Note/Bond Proceeds	4,462,569	23,042,167	18,014,140	-	60,285,000
Contributions from component unit	-	-	-	1,173,784	-
Capital contributions	-	-	-	140,196	-
Transfers in (out)	492,000	(907,706)	527,000	2,752,921	334,103
Total other financing sources (uses)	5,589,166	22,134,461	18,881,958	4,066,901	66,622,139
Net Changes in Fund Balances	$ 6,019,744	$ 19,274,235	$ 10,978,274	$ (13,114,057)	$ 56,234,784
Debt Service as a percentage of Non-Capital Expenditures	19.21%	14.05%	25.98%	19.52%	17.87%

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Assessed Value of Taxable Property
(Per $100 Of Assessed Value)
Last Ten Fiscal Years (Unaudited)

Table 6

Fiscal Year	Land/Improvements	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value[a]
2012	$ 470,581,213	$ 23,777,505	$ 32,233,764	$ 462,124,954
2013	$ 492,268,497	$ 28,803,142	$ 38,276,037	$ 482,795,602
2014	$ 527,994,375	$ 25,373,941	$ 44,142,297	$ 509,226,019
2015	$ 575,171,296	$ 29,266,740	$ 48,889,169	$ 555,548,867
2016	$ 734,250,874	$ 34,259,626	$ 106,840,408	$ 661,670,092
2017	$ 951,809,128	$ 39,416,023	$ 117,402,829	$ 873,822,322
2018	$ 1,191,727,090	$ 49,306,703	$ 132,932,108	$ 1,108,101,685
2019	$ 1,641,821,879	$ 57,224,752	$ 194,483,109	$ 1,504,563,522
2020	$ 2,013,074,011	$ 71,064,516	$ 217,620,776	$ 1,866,517,751
2021	$ 2,518,491,508	$ 79,119,287	$ 288,467,439	$ 2,309,143,356

Source: Collin County Central Appraisal District and Denton County Appraisal District

Notes: Property is reassessed annually at actual value; therefore, the assessed values are equal to the actual values. Tax rates are per $100 of assessed value.

[a] Includes adjustments to certified rolls. Fiscal Year reports Certified Tax Report from prior calendar year

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Direct and Overlapping Property Tax Rates
(Per $100 Of Assessed Value)
Last Ten Fiscal Years (Unaudited)

Table 7

	City Direct Rates			Overlapping Rates				
Fiscal Year	Operating/ General Rate	General Obligation Debt Service	Total Direct	Celina ISD	Prosper ISD	Collin County	Denton County	Collin County Community College
2012	0.5652	0.0798	0.6450	1.6400	1.6700	0.2400	0.2829	0.0863
2013	0.4755	0.1695	0.6450	1.6400	1.6700	0.2400	0.2849	0.0863
2014	0.4652	0.1834	0.6486	1.6400	1.6700	0.2375	0.2722	0.0836
2015	0.4327	0.2123	0.6450	1.6400	1.6700	0.2350	0.2620	0.0820
2016	0.4335	0.2115	0.6450	1.6400	1.6700	0.2250	0.2484	0.0820
2017	0.4233	0.2217	0.6450	1.6400	1.6700	0.2250	0.2378	0.0820
2018	0.4278	0.2172	0.6450	1.6400	1.6700	0.1922	0.2255	0.0798
2019	0.4537	0.1913	0.6450	1.6400	1.6700	0.1808	0.2253	0.0812
2020	0.4531	0.1919	0.6450	1.5489	1.5684	0.1750	0.2250	0.0812
2021	0.4294	0.2156	0.6450	1.4832	1.4927	0.1725	0.2331	0.0812

Source: Collin County Appraisal District and Denton County Appraisal District

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Principal Property Tax Payers
Current Year and Nine Years Ago (Unaudited)
(Total $)

Table 8

Taxpayer	2021 Taxable Assessed Value	2021 Rank	2021 Percentage of Taxable Assessed Value	Taxpayer	2012 Taxable Assessed Value	2012 Rank	2012 Percentage of Taxable Assessed Value
Celina 682 Partners	$ 10,781,396	1	0.47%	FINI Enterprises Inc	$ 6,038,328	1	1.31%
Calatlantic Homes of Texas Inc	10,732,537	2	0.46%	Celina Town Center Ltd	4,813,898	2	1.04%
Highland Homes	9,132,831	3	0.40%	TXI Operations LP	4,042,876	3	0.87%
TXI Operations LP	8,399,361	4	0.36%	Thomas Clay	3,919,051	4	0.85%
First Texas Homes Inc	6,817,819	5	0.30%	Brookshire Grocery Co	3,916,538	5	0.85%
American Legend Homes	6,739,400	6	0.29%	Inner Circle	3,862,329	6	0.84%
Celina Town Center Ltd	6,674,286	7	0.29%	All Star Storage	3,617,588	7	0.78%
Tollway/Outer Loop LP	6,589,992	8	0.29%	289/Carter Ranch Retail Ltd	3,607,722	8	0.78%
CADG Ownsby Farms LLC	6,287,798	9	0.27%	Celina Real Estate LP	3,185,877	9	0.69%
Chemtrade Sulfate Chemicals, Inc	5,967,928	10	0.26%	BNSF RR Co	2,949,916	10	0.64%
Total	$ 78,123,348		3.38%	Total	$ 39,954,123		8.65%
Total Assessed Valuation	2,309,143,356				462,124,954		

Source: Collin County Appraisal District

Notes: Tax Payers are assessed on January 1, 2020 for the 2021 fiscal year and January 1, 2011 for the 2012 fiscal year.

The majority of the property taxes are collected in Collin County; therefore, those principal taxpayers are shown above.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Property Tax Levies and Collections
(Unaudited)

Table 9

Fiscal Year	Total Tax Levy for Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	% of Levy		Amount	% of Levy
2012	$ 3,030,270	$ 2,957,229	97.59%	$ 73,041	3,030,270	100.00%
2013	$ 3,165,953	$ 3,106,333	98.12%	$ 59,620	3,165,953	100.00%
2014	$ 3,324,379	$ 3,267,776	98.30%	$ 56,603	3,324,379	100.00%
2015	$ 3,776,218	$ 3,629,138	96.11%	$ 147,080	3,776,218	100.00%
2016	$ 4,483,759	$ 4,261,734	95.05%	$ 222,025	4,483,759	100.00%
2017	$ 5,579,944	$ 5,396,743	96.72%	$ 183,201	5,579,944	100.00%
2018	$ 7,659,627	$ 7,129,348	93.08%	$ 530,280	7,659,628	100.00%
2019	$ 10,770,158	$ 10,292,771	95.57%	$ 477,386	10,770,157	100.00%
2020	$ 12,058,075	$ 11,897,363	98.67%	$ 93,293	11,990,656	99.44%
2021	$ 14,855,572	$ 14,758,839	99.35%	$ -	14,758,839	99.35%

Source: Collin County Tax Assessor Collector and Denton County Tax Assessor Collector

Note: A portion of the above property tax goes toward repayment of Special Assessment Revenue Bonds related to the Public Improvement Districts (PID) and is not recorded on the City's financials.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Ratio of Outstanding Debt by Type Last Ten Fiscal Years
(Unaudited)

Table 10

	Governmental Activities					Business-Type Activities							
Fiscal Year	General Obligation Bonds	Certificate of Obligation	Capital Lease	Bond Premiums	Other Obligations	General Obligation Bonds	Certificate of Obligation	Bond Premiums	Other Obligations	Note Payable	Total Primary Government	% of Personal Income	Per Capita*
2012	784,184	11,013,120	-	-	44,859	5,771,762	2,566,258	-	-	-	20,180,183	5.68%	$ 3,250
2013	5,042,372	11,866,865	-	-	27,080	5,452,494	2,313,136	-	-	-	24,701,947	6.43%	$ 3,826
2014	4,952,607	14,531,170	-	-	12,228	5,127,393	4,393,829	-	-	-	29,017,227	6.98%	$ 4,321
2015	4,606,322	14,211,317	-	-	-	4,558,678	5,798,682	-	45,957	-	29,220,956	N/A	$ 4,184
2016	4,249,490	18,237,025	-	-	-	3,965,510	26,047,975	-	18,704	-	52,518,704	N/A	$ 6,836
2017	3,880,431	22,013,573	-	-	-	3,359,570	30,731,425	-	-	-	59,984,999	N/A	$ 5,818
2018	9,342,795	36,860,000	-	-	-	2,185,000	59,620,000	-	-	-	108,007,795	N/A	$ 8,251
2019	7,995,000	52,890,000	-	-	-	1,750,000	76,675,000	-	-	-	139,310,000	N/A	$ 7,880
2020	7,115,000	50,940,200	185,405	2,816,179	-	1,305,000	74,769,800	4,331,683	-	1,151,000	142,614,267	N/A	$ 6,655
2021	10,860,000	103,695,000	98,876	8,840,984	-	845,000	101,080,000	6,068,665	-	925,526	232,414,051	N/A	$ 9,225

Source: City of Celina Audit Reports
N/A - Information not available for the most current year

Notes: Details regarding the City's outstanding debt is found in the notes to the financial statements. Bond premiums and Capital Lease were included beginning in fiscal year 2020 and will be included on a go forward basis.

*See Table 15 for personal income and population data

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Ratios of General Bonded Debt Outstanding Last Ten Fiscal Years (Unaudited)

Table 11

Fiscal Year	Assessed Property Value (1)	Gross Bonded Debt (2)	% Bonded Debt to Assessed Property Value	Bonded Debt Per Capita
2012	$ 470,581,213	20,180,183	4.29%	$ 3,250
2013	$ 492,268,497	24,701,947	5.02%	$ 3,826
2014	$ 527,994,375	29,017,227	5.50%	$ 4,321
2015	$ 575,171,296	29,220,956	5.08%	$ 4,184
2016	$ 734,250,874	52,518,704	7.15%	$ 6,836
2017	$ 951,809,129	59,984,999	6.30%	$ 5,818
2018	$ 1,191,727,090	108,007,795	9.06%	$ 8,251
2019	$ 1,641,821,879	139,310,000	8.49%	$ 7,880
2020	$ 2,013,074,011	141,277,862	7.02%	$ 6,593
2021	$ 2,309,143,356	231,389,649	10.02%	$ 9,184

Source: (1) Collin County Appraisal District/Denton County Appraisal District

(2) Schedule of Bonds Payable and Total bonds for fiscal year

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements. The amounts presented are net of bond premiums.

See Table 15 for population data.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Legal Debt Margin Information Last Ten Fiscal Years

(Unaudited)

Table 12

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Tax rate limit	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50
Current tax rate	0.6450	0.6450	0.6486	0.6450	0.6450	0.6450	0.6450	0.6450	0.6450	0.6450
Available tax rate	$ 1.86	$ 1.86	$ 1.85	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86

Notes: The City Charter of the City of Celina, Texas does not provide for a debt limit. Under provisions of state law, the maximum tax rate is limited to $2.50 per $100 assessed valuation. No direct bond debt limitation is imposed on the City under current state law.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Direct and Overlapping Governmental Activities Debt
As of September 30, 2021
(Unaudited)

Table 13

Governmental Unit	Gross Bonded Debt	% of Debt Applicable to Area[a]	Celina Share of Overlapping Debt
Debt Repaid with Property Taxes			
Celina ISD	242,026,580	52.09%	126,071,646
Collin County	526,975,000	0.67%	3,530,733
Collin County CCD	514,470,000	0.67%	3,446,949
Denton County	571,605,000	0.20%	1,143,210
Prosper ISD	1,143,035,164	7.24%	82,755,746
Subtotal, overlapping debt	2,998,111,744		216,948,283
City of Celina (direct debt)	123,494,860	100%	123,494,860
Total direct and overlapping debt			$ 340,443,143

Notes: Details regarding the City's outstanding debt is found in the notes to the financial statements. The amounts presented are net of bond premiums.

[a] The percentage of overlapping debt applicable is estimated using taxable assessed property values (before freeze loss). Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value.

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Pledged Revenue Coverage
As of September 30, 2021 (Unaudited)
Last Ten Fiscal Years

Table 14

Water and Sewer System Revenue Bonds

Fiscal Year	Total Revenue[a]	Less: Operating Expense[b]	Net Available Revenue	Annual Requirement[c]	Times Coverage
2012	$ 4,406,232	$ 2,633,213	$ 1,773,019	$ 543,005	3.27
2013	$ 4,819,636	$ 2,720,198	$ 2,099,438	$ 559,408	3.75
2014	$ 6,164,464	$ 2,690,720	$ 3,473,744	$ 808,862	4.29
2015	$ 7,557,801	$ 3,326,739	$ 4,231,062	$ 1,158,447	3.65
2016	$ 10,171,180	$ 7,059,651	$ 3,111,529	$ 1,697,450	1.83
2017	$ 13,742,320	$ 8,982,382	$ 4,759,938	$ 1,892,430	2.52
2018	$ 20,271,504	$ 10,604,055	$ 9,667,449	$ 1,520,733	6.36
2019	$ 22,258,314	$ 10,927,759	$ 11,330,555	$ 3,398,343	3.33
2020	$ 27,408,299	$ 11,652,539	$ 15,755,760	$ 4,880,253	2.53
2021	$ 41,637,280	$ 14,304,459	$ 27,332,821	$ 7,419,169	3.68

[a] Includes operating revenues and investment income

[b] Includes operating expenses minus depreciation

[c] Includes Principal and Interest (represents average annual requirement)

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)

Table 15

Fiscal Year	Estimated Population[a]	Personal Income[b]	Per Capita Income[e]	Average Household Income[f]	School Enrollment[c]	Unemployment Rate[d]
2012	6,209	$ 342,798,890	$ 55,210	N/A	2,013	5.6%
2013	6,457	$ 355,283,511	$ 55,023	N/A	2,035	5.4%
2014	6,715	$ 384,339,740	$ 57,236	N/A	2,075	4.4%
2015	6,984	$ 415,771,488	$ 59,532	$ 124,375	2,201	3.6%
2016	7,683	N/A	N/A	$ 124,375	2,353	3.8%
2017	10,310	$ 376,036,630	$ 36,473	$ 124,375	2,425	3.2%
2018	13,090	$ 538,967,660	$ 41,174	$ 124,375	2,568	3.3%
2019	17,680	$ 625,394,640	$ 35,373	$ 124,375	2,723	3.3%
2020	21,430	$ 896,974,080	$ 41,856	$ 134,428	2,831	3.2%
2021	25,195	$ 1,124,175,705	$ 44,619	$ 142,444	3,429	3.4%

[a] **Source:** North Central Texas Council of Governments April 2021 publication

[b] **Source:** Personal Income calculated by multiplying estimated population by per capita income.

[c] **Source:** Celina Independent School District

[d] **Source:** Texas Workforce Commission calendar year 2021 for Collin County

[e] **Source:** North Central Council of Governments for 2021

[f] **Source:** North Central Council of Governments and U.S. Census Bureau

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Top Employers
Fiscal Year Ended September 30, 2021 (Unaudited)

Table 16

2021

Major Employers in Celina, Texas

Employer	# of Employees
Celina ISD	493
City of Celina	189
Settlers Ridge Care Center	100
Gold Star Team – Keller Williams	100
Brookshire	63
Chemtrade Logistics	30
Redi-Mix Inc	25
CAD/CAM Svc Inc	25
Texas Seasons Nursery	21
Protective Products /inc	17
Aspire Dayhabilitation Svc - Tx	15
Independent Bank	11

2016

Major Employers in Celina, Texas

Employer	# of Employees
Celina ISD	330
City of Celina	84
Brookshire	70
Chemtrade Logistics	27
Independent Bank	20
Dickerson	31
Ceina Ready Mix	16
Texas Star Bank	10

Source: Respective entities

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas

Full Time Equivalent City Government Employees by Function/Program

As of September 30, 2021 (Unaudited)

Last Ten Fiscal Years

Table 17

Function/Program	Dept.	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
GIS	101	-	-	-	-	-	-	-	1	1	2
Facilities	102	-	-	-	-	-	-	-	1	1	2
Information Technology	103	-	-	-	-	-	-	-	3	2	1
Finance	104	-	-	-	-	-	-	-	8	7	9
Library	105	1	2	2	2	2.5	2.5	3.5	3.5	3.5	2.5
City Secretary	106	1	1	1	1	2	3	4	2	1	1
Development Services	107	4.5	5	6	6	9	10	16	20	18	23
Administration	108	2	4	4	5	6	6	9	4	5	7
Municipal Court	109	1	1	1	1	1	2	2	3	2	2
Fire & EMS	110	11	11	11	11	16	19	22	41	41	42
Streets	111	3.5	4	4	6	7	7	7	7	5	5
Police	112	6	8	8	12	17	19	21	27	30	33
Parks	113	3	4	4	5	5	7	7	8	7	10.8
Community Relations/Marketing	114	-	-	-	1	1	1	1	1	2	4
Engineering	115	-	-	-	-	4	6	6	9	8	13
Human Resources	116	-	-	-	-	-	-	-	2	3	3
Main Street	127	-	1	1	1	1	1	1	1	1	0
Total general fund		33	41	42	51	71.5	83.5	99.5	141.5	137.5	160.3
Water	118	4	4	4	8	10	10.5	14	14	12	17
Wastewater	119	2	2	2	3	4	5.5	7	8	7	7
Utility billing	120	0	0	0	0	0	3.5	4	3	3	5
Total water and wastewater fund		6	6	6	11	14	19.5	25	25	22	29
Total FTE – all funds		39	47	48	62	85.5	103	124.5	166.5	159.5	189.3

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Operating Indicators by Function
Last Ten Fiscal Years
(Unaudited)

Table 18

	Fiscal Year									
Function/Program	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**
Police										
Number of police officers	6	8	8	12	16	20	21	27	30	30
Average response time (in minutes)	6	7	6	6	6	6	5	8	9	6
Calls for service	13,729	12,839	10,882	18,322	18,414	13,422	14,852	17,231	20,402	18,537
Fire										
Number of calls answered	1,114	870	892	932	946	1,174	1,422	1,516	1,686	1,992
Number of firefighters	-	-	9	9	14	15	19	41	41	41
Number of EMS runs	613	477	480	457	521	641	704	796	885	1,093
Development Services										
Number of inspections	N/A	N/A	N/A	5,000	9,350	34,628	40,009	46,069	49,018	67,542
Total number of permits issued (all types)	N/A	N/A	N/A	1,126	1,688	3,021	2,925	2,548	2,908	4,296
Municipal Court										
Number of new cases filed	N/A	N/A	1,271	1,803	2,520	2,000	1,214	1,260	1,258	870
Fines & fees collected	N/A	N/A	259,496	311,869	471,843	400,000	222,750	196,932	211,828	183,228
Streets										
Miles of streets	N/A	N/A	124	138	154	213	241	352	370	382
Miles of storm sewer	N/A	N/A	31	35	39	48	48	67	82	107.8
Acres of drainage right of way	N/A	N/A	7	8	9	9	9	9	11	14.9
Regulatory and warning signs	N/A	N/A	594	660	733	753	800	880	947	1247
Water										
Gallons of water treated (in million gal.)	N/A	N/A	365	446	508	671	792	815	959	1,192.3
Miles of water lines	N/A	N/A	90	100	112	134	168	175	184	211.8
Number of valves	N/A	N/A	1,514	1,666	1,833	2,504	3,581	4,060	4,585	5,888
Number of fire hydrants	N/A	N/A	517	569	626	998	1,352	1,415	1,536	1,928
Number of water meters	N/A	N/A	2,986	3,351	3,875	4,598	5,948	6,862	8,135	9,908
Wastewater										
Gallons of WW treated (in million gal.)	N/A	N/A	132	147	85	180	209	229	194	199.13
Miles of sewer lines	N/A	N/A	61	67	74	94	122	138	142	168.29
Number of lift stations	N/A	N/A	13	12	11	11	11	11	11	11
Utilities										
Number of active customers	2,380	2,497	2,860	3,337	3,902	4,584	5,955	6,862	8,141	9957
Number of new customers	506	569	956	1,273	1,597	2,054	2,464	2,682	3,764	1465

*NA - Information not available

Source: City Departments

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

City of Celina, Texas
Capital Asset Statistics by Function /Program
Last Ten Fiscal Years
(Unaudited)

Table 19

Function/Program	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Fire										
Stations	1	1	1	1	1	1	1	1	2	2
Library	1	1	1	1	1	1	1	1	1	1
Parks and Recreation										
Park Acreage	45.7	115.7	115.7	145.7	164.7	164.7	164.7	215.9	436.3	472
Public Parks	3	3	3	3	3	3	3	3	3	3
Streets										
Miles of Streets	N/A	N/A	124	138	154	213	241	352	370	382
Water and Wastewater										
Miles of Water Lines	N/A	N/A	90	100	112	134	168	175	184	211.18
Miles of Sewer Lines	N/A	N/A	61	67	74	94	122	138	142	168.29
Number of Lift Stations	N/A	N/A	13	12	11	11	11	11	11	11

Source: City Departments

Attachment: Celina. 2021 ACFR - Final (FY2021 Audit Acceptance)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	March 15, 2022
Re:	Resolution appointing City Council liaisons to city advisory boards.

Action Requested:
Consider and act on a Resolution appointing City Council liaisons to city advisory boards. (Satarino)

Background Information:
The Celina City Council desires to initiate a policy where council members are appointed as liaisons to certain City Boards or Commissions. The City Council liaison shall serve for a one-year time period ending with the appointment of a new board annually. The City Council shall appoint a liaison to each of the following boards and commissions:

- Downtown Commission
- Parks Board
- Planning and Zoning Commission; and
- Special Events Advisory Committee.

The City Council liaison shall report to Council, as necessary, during a posted City Council meeting on the activities of the Board or Commission and shall report to the assigned Board or Commission, as applicable, on the activities of the City Council.

Board Review/Citizen Input:
This Resolution shall take effect immediately upon passage.

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has reviewed the resolution.

Supporting Documents:
Resolution

Staff Recommendation:
Recommended for Approval

Attachment: 22.03.dy_Resolution_Liaison (Consider and take action regarding a resolution appointing City Council liaisons to city advisory bo)

CITY OF CELINA

RESOLUTION 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ESTABLISHING PROCEDURES FOR LIAISON APPOINTMENTS TO BOARDS AND COMMISSIONS; 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 Celina City Council desires to initiate a policy where council members are appointed as liaisons to certain City Boards or Commissions; and

WHEREAS, the Celina City Council will appoint liaisons based upon availability, interest and expertise; and

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

Section 1. The City Council shall appoint a liaison to each of the following boards and commissions:

- Planning and Zoning Commission;
- Parks Board;
- Downtown Commission; and
- Special Events Advisory Committee.

Section 2. The City Council liaison shall serve for a one-year time period ending with the appointment of a new board annually.

Section 3. The City Council liaison shall report to Council, as necessary,during a posted City Council meeting on the activities of the Board or Commission and shall report to the assigned Board or Commission, as applicable, on the activities of the City Council.

Section 4. If a liaison is not appointed to a particular Board or Commission or a liaison is absent from a meeting, this shall not affect the operation of the Board or Commission.

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____

day of _____, 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, City Attorney

Attachment: 22.03.dy_Resolution_Liaison (Consider and take action regarding a resolution appointing City Council liaisons to city advisory bo)