



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, March 13, 2018 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. New employee introductions. (Johnson, Jackson, Metdker)
- B. Fiscal 2016-2017 Audit. (Toutouchian)
- C. Discussion regarding use of city logo. (Matehuala)
- D. Discussion regarding any and/or all agenda items.

III. EXECUTIVE SESSION:

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

- A. Discussion regarding pending Public Improvement District (PID) agreements/policies. (Chalk Hill/The Columns)

Reconvene Into Open Session

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

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

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

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

A. Minutes Approval:

1. City Council - Regular Meeting - Feb 13, 2018 5:00 PM

- B. Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and New Cingular Wireless PCS, LLC located at the Light Farms elevated storage tower. (Fourmentin)
- C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving a tariff authorizing an annual rate review mechanism ("RRM") as a substitution for the annual interim rate adjustment process defined by Section 104.301 of the Texas Utilities Code, and as negotiated between Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company") and the Steering Committee of Cities served by Atmos; requiring the company to reimburse cities' reasonable ratemaking expenses. (DeBuff)
- D. Consider and act upon an ordinance of the City Council of Celina, Texas, amending the City's Code of Ordinances; Chapter 12 Traffic and Vehicles; to add a new Section 12.07 Use of Portable Electronic Devices Prohibited; providing a penalty beginning at \$100.00 for first offense, \$200.00 for second offense and \$500.00 for third and subsequent offenses. (DeBuff)
- E. Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the Mayor Pro Tem to execute Creeks of Legacy Public Improvement District Phase #2 Improvements Construction, Funding and Acquisition Agreement by and among the City of Celina and CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC. (DeBuff)
- F. Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the Mayor Pro Tem to execute Creeks of Legacy Public Improvement District Phase #2 Improvements Reimbursement Agreement by and among the City of Celina and CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC. (DeBuff)
- G. Consider and act to authorize the city manager to negotiate and execute an agreement by and between the City of Celina and Pointe Buffalo Ridge, LLC, regarding impact fees and infrastructure. (DeBuff)
- H. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting forth its support for the FM 1385 Task Force from US 380 to FM 428. (Johnson)
- I. Consider and act upon a copyright license agreement by and between Celina Masonic Lodge #919 and the City of Celina. (Matehuala)
- J. Consider and act upon approval of a second amendment to an Interlocal Agreement for the facility construction and use of an animal shelter in Collin County. (Toutouchian)

- K. Consider and act upon a resolution from GBT Celina 10 LLC for the voluntary annexation and statement of services to be provided upon annexation on an approximately 10.346 acre tract of land situated in the M.L. Ousley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas and set two public hearing dates on April 10, 2018 at 5:00 p.m. and on May 8, 2018 at 5:00 p.m. at 112 N. Colorado St., Celina, TX 75009. The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Rodriguez)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina accepting and approving an updated service and assessment plan and Phase #2 Assessment roll for the Creeks of Legacy Public Improvement District; making a finding of special benefit to the property in the district; levying special assessments against property within the District and establishing a lien on such property; providing for payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the assessments, providing penalties and interest on delinquent assessments. (DeBuff)
- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning of an approximately 1.3 acre tract of land, situated in the Estates on Preston Lake Phase II, Lot 1, from a C-1, Retail zoning district and PRO, Preston Road Overlay, to a C-1/CUP, Retail zoning district with a Conditional Use Permit and PRO, Preston Road Overlay, for a sporting goods store. The property is generally located at 701 N. Preston, Suite 310 on the northeast corner of Preston Road and Founders Lane. (RHA Ventures LLC Conditional Use Permit) (Jackson)
- C. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 2.112 acre tract of land, situated in the L. Lewis Survey, Abstract No. 532, Collin County, Texas, from AG, Agricultural zoning district to PD, Planned Development No. 85 zoning district and PRO, Preston Road Overlay. The tract is located east of Preston Road and on the south side of Ownsby Parkway. (Moore PD-85) (Jackson)
- D. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, Chapter 14: Zoning, Article 14.03.009 PRO, Preston Road Overlay District. (PRO District Amendments) (Jackson)

IX. ACTION ITEM:

- A. Consider and act upon approval of the 2016-2017 Fiscal Year Audit. (Toutounchian)

X. ADJOURNMENT:

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

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

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

Date Notice Removed



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
Tuesday, February 13, 2018 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived	Departed
Mindy Koehne	City of Celina	Place 5	Present		
Andy Hopkins	City of Celina	Place 3	Present		
Bill Webber	City of Celina	Place 1	Present		
Carmen Roberts	City of Celina	Place 4	Present		
Chad Anderson	City of Celina	Place 6	Present		
Wayne Nabors	City of Celina	Place 2	Present	5:09 PM	
Sean Terry	City of Celina	Mayor	Present		5:57 PM

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

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Celina Fire Department - Gift Presentation on behalf of the Main Street Advisory Board. (Barton)

Main Street Advisory Board Chairman Jack Ousley presented the Fire Department with a \$1,000.00 check in appreciation of their service during downtown events on the square.

B. Staff update on Collin County Transit. (Rodriguez)

Planning Manager Ben Rodriguez relayed the progress made on the new county wide transportation system intended for the elderly and low income citizens.

C. Annual Racial Profiling Report. (Griggs)

Police Chief Tony Griggs presented the annual report.

D. Discussion regarding hands-free ordinance. (DeBuff)

Administrative Assistant to the City Manager Paul DeBuff presented proposed regulations to a hands-free device ordinance.

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

No other items were discussed.

III. EXECUTIVE SESSION:

The City Council adjourned into executive session at 5:12 p.m. with City Manager Jason Laumer and City Attorney Lance Vanzant.

Minutes Acceptance: Minutes of Feb 13, 2018 5:00 PM (Minutes Approval)

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

- A. Discussion regarding Development Agreement between the City of Celina and Dynavest, Inc. and related permitting issues.

Reconvene Into Open Session

The City Council reconvened into open session at 5:53 p.m.

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

No action was taken out of executive session

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Deputy Mayor Pro Tem Nabors gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

Dale Bainum of 3541 Heritage Trail, requested that Item I be pulled from the Consent Agenda so that changes to the Development Agreement could be understood by the citizens and more information provided.

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - Jan 9, 2018 5:03 PM

- B. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Celina Independent School District and Collin County MUD #1, and a Joint General Election Agreement by and among the City of Celina and Denton County Elections Administrator and political subdivisions of Denton County. (Faulkner)
- C. Consider and act upon appointment of Jennifer Blanco to the Library Board for an unexpired term. (Shaw)
- D. Consider and act upon appointment of Dante Ramirez to the Main Street Advisory Board. (Barton)
- E. Consider and act upon a copyright license agreement by and between D&S Restaurant LLC and the City of Celina. (Barton)

- F. Consider and act upon a resolution from GBT Celina 10 LLC for the voluntary annexation of an approximately 10.346 acre tract of land situated in the M.L. Ousley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas and set two public hearing dates on March 13, 2018 at 5:00 p.m. and on April 10, 2018 at 5:00 p.m. at 112 N. Colorado St., Celina, TX 75009. The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Rodriguez)

(2018-03R)

- G. Consider and act upon a construction plat for Green Meadows Phase 1, being a ±127.873 acre tract of land situated in the Robert Cowan Survey, Abstract No. 211, Denton County, Texas, generally located west and south of FM 428, north of Carey Road, and east of FM 1385, containing 396 residential lots and 17 open space lots. (Green Meadows Phase 1 Construction Plat) (Rodriguez)

- H. Consider and act upon a resolution authorizing the City Manager to discuss annexation and/or negotiate Chapter 43 and/or Chapter 212 Annexation/ETJ Development Agreements with owners of property in the City's Extraterritorial Jurisdiction. (Rodriguez)

(2018-04R)

- I. Consider and act to authorize the City Manager to execute Amendment #1 to the Wells South Development Agreement. (DeBuff)
- J. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Willco Underground in the amount of \$580,825.00 for the CR 134 18 inch water line project. (Johnson)
- K. Consider and act to authorize the City Manager to execute Amendment #1 to the Glen Crossing Development Agreement. (DeBuff)
- L. Consider and act to authorize the City Manager to negotiate and execute an interlocal cooperation agreement by and between the City of Celina and the Celina Independent School District regarding joint facility use and fee waivers. (DeBuff)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed assessments to be levied against the assessable property within the Chalk Hill Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±95 acre tract of land situated in the in the George W. Eastes Survey, Abstract Number 299, the William W. Shawver Survey, Abstract Number 810, the William B. Tucker Survey, Abstract Number 912, and the Wade H. Rattan Survey, Abstract Number 753, City of Celina, Collin County, Texas and is generally located south of Highway 102, north of Highway 105, east of Preston Road, and west of Highway 132. (Chalk Hill) (DeBuff)

Mayor Terry recused himself from the meeting at this time 5:57 p.m. due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 5:58 p.m.

RESULT:	CONTINUED [UNANIMOUS]	Next: 3/23/2018 3:00 PM
MOVER:	Wayne Nabors, Place 2	
SECONDER:	Andy Hopkins, Place 3	
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors	

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

Mayor Pro Tem Anderson opened the hearing at 5:59 p.m.

RESULT:	CONTINUED [UNANIMOUS]	Next: 3/23/2018 3:00 PM
MOVER:	Wayne Nabors, Place 2	
SECONDER:	Andy Hopkins, Place 3	
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors	

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City of Celina, Texas determining the costs of Phase #2 improvements to be financed by the Creeks of Legacy Public Improvement District; approving an updated preliminary service plan and assessment plan, including proposed Phase #2 assessment roll; directing the filing of the proposed Phase #2 assessment roll with the City Secretary; calling a regular meeting and noticing a public hearing for March 13, 2018 to consider an ordinance levying assessments on property located within the Creeks of Legacy Public Improvement District. (Creeks of Legacy PID Project Costs) (DeBuff)

(2018-05R)

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

X. ADJOURNMENT:

There being no further comment Mayor Pro Tem Anderson adjourned the meeting at 6:01 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Feb 13, 2018 5:00 PM (Minutes Approval)



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: March 13, 2018
Re:

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and New Cingular Wireless PCS, LLC located at the Light Farms elevated storage tower. (Fourmentin)

Background Information:

New Cingular Wireless PCS, LLC (AT&T) has requested to lease Ground and Tower space on the Light Farms Elevated Storage Tower for the placement of antennas and associated infrastructure equipment.

Financial Considerations:

Monthly lease is \$3,000 a month or \$36,000 annually

Legal Review:

City Attorney has reviewed

Supporting Documents:

Proposed Agreement
Proposed Plans

Staff Recommendation:

Approve

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

GROUND AND TOWER LEASE AGREEMENT

THIS GROUND AND TOWER LEASE AGREEMENT ("Lease" or "Agreement"), is entered into as of the ____ day of _____, 2018 ("Effective Date"), by and between the *City of Celina*, a Texas municipal corporation ("OWNER"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F Atlanta, GA 30324 ("TENANT").

In consideration of the promises and of the mutual obligations and agreements set forth in this Lease, the parties agree as follows:

1) THE LEASED SITE

a) OWNER is the owner of or has the right to control a certain parcel of real property upon which a water tower has been constructed, such parcel and water tower is located at 1803 Light Farms Way, Prosper, County of Collin, State of Texas, and is more specifically described on the attached Exhibit "A" (such parcel referred to as "OWNER's Property").

b) OWNER hereby leases to TENANT a portion of OWNER's Property, being the ground space described below, and of the Primary RAD Space (as defined below) on the water tower located on OWNER's Property (the "Tower"), together with a right of ingress, egress and other access and a right to install utilities (the "Leased Site"). The ground space portion of the Leased Site which is the subject of this Lease is approximately 435 square feet and is located within OWNER's Property substantially as shown on the attached Exhibit "B". The portion of the Tower dedicated for TENANT's exclusive use consists of an envelope of twelve (12) contiguous vertical feet of space within which any portion of TENANT's communication equipment and improvements may be located, operated or maintained (the "**Primary RAD Space**"). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Tower on which TENANT's communication equipment is located. The location of the Primary RAD Space is set forth on the attached Exhibit "C" (any sketches in Exhibits may not be to scale and therefore are not intended to be used for measurement purposes), such Exhibit also showing the location for the initial installation of the Antenna Facilities. TENANT has the right to install, modify, supplement, replace, upgrade, expand the Antenna Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Antenna Facility within the Leased Site, except not in any area of ingress, egress or access, at any time during the Term and at no additional cost to TENANT, other than the rent owed under Section 3. At any time during the Term of this Lease, TENANT may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate TENANT's improvements and equipment that extend outside the Primary RAD Space (the "**Extended Primary RAD Space**"), subject to an agreed additional rental rate, TENANT's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Lease,

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 Site Number: DX0050
 Fixed Asset No: 12842469

shall continue to be referred to as the Primary RAD Space. As used herein, “Antenna Facilities” shall be deemed to mean all equipment, including antennae support structures, to be used by TENANT in connection with the operation of its telecommunications facility on the Leased Site, including the equipment described on Exhibit “C” attached hereto, as such equipment may be modified or added to from time to time in accordance herewith. TENANT shall have the right to run cables, wires, conduits and pipes under, over and across OWNER’s Property, in locations pre-approved by OWNER in writing, to connect TENANT’s Antenna Facilities on the Tower to its Antenna Facilities in its equipment building, if any, to be constructed on the ground space portion of the Leased Site. TENANT, its agents, employees, contractors, subcontractors and authorized representatives may park their vehicles on OWNER’s Property, in the locations reflected in Exhibit “B”, when TENANT is constructing, removing, replacing, servicing, maintaining, securing and/or operating its Antenna Facilities as provided in this Lease.

c) TENANT may use additional ground space at the Property in increments of one square foot outside of the Leased Site, provided that such space is available or might be made available (the “Incremental Ground Space”). Upon TENANT’s use of any Ground Space, space shall be deemed part of the Leased Site. In the event that TENANT uses or occupies Incremental Ground Space, Rent shall be increased by Six and 32/100 Dollars (\$6.32) per month per square foot of space (the “Incremental Ground Space Rent”). The initial amount of Incremental Ground Space Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

d) INTENTIONALLY DELETED

e) OWNER shall maintain the Tower’s structural integrity at all times (which shall mean that at no time will OWNER allow the Tower’s condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). OWNER shall at all times during the Term of this Lease reserve and have ready for TENANT’s immediate use sufficient structural loading capacity on the Tower to support TENANT’s installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Antenna Facilities anywhere on the Tower (the “Allowed Wind Load Surface Area”). “Wind Load Surface Area” means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. In the event that TENANT has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, TENANT will pay OWNER for the portion of the structural modifications that is necessary to support TENANT’s loading in excess of the Allowed Wind Load Surface Area. In no event shall TENANT be responsible for Tower modification costs to support the installations of other tenants or for the Tower to comply with applicable law so long as TENANT’s installation is within the Allowed Wind Load Surface Area.

f) OWNER reserves the right to require TENANT to relocate its Antenna Facilities to a mutually agreeable location on the Tower (“Alternate Premises”), temporarily or permanently, within

Commented [AF1]: Why doesn’t the additional re apply to “Extended Primary RAD Space”?

Commented [DP2R1]: Deleted

Commented [AF3]: How was this rent calculated to determine if this is fair.

Commented [DP4R3]: I dont know the origin of amount.

Attachment: Proposed AT&T LFEET Agreement (AT&T Lease Agreement)

10/3/05/1802/20/18

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

ninety (90) days after written notice from OWNER. Any relocation expenses shall be the sole responsibility of TENANT, unless the OWNER's relocation requirement results from OWNER's desire to lease space on the Tower to a non-governmental third-party user. In such a case, the third-party user shall be obligated to reimburse TENANT for its reasonable relocation costs. TENANT shall not be required to permanently relocate TENANT's Antenna Facilities to any location which would result in any deterioration or diminution of the quality of communication services or other services provided by TENANT from the Leased Site, nor shall TENANT be required to conduct such permanent relocation in a manner which would cause any deterioration or diminution of such quality or which would cause any interruption of such service. This Lease is not a franchise nor is it a permit to use OWNER's rights-of-way. Any such franchise or permit must be obtained separately from OWNER.

g) TENANT's equipment building, if any, on the ground portion of the Leased Site shall be installed on a slab foundation at TENANT's expense and shall be painted to match the Tower. The Antenna Facilities shall also be painted by TENANT to match the Tower. TENANT's ground portion of the Leased Site shall be enclosed by a decorative iron fence surrounded by a screening hedge which will achieve a height of at least six (6) feet, but shall not be less than three (3) feet in height when planted. Said equipment buildings and Antenna Facilities shall be owned by TENANT and shall be removed from the site by TENANT within a reasonable period, not to exceed ninety (90) days, following termination of this Lease. Notwithstanding the foregoing, TENANT will not be required to remove any foundations, landscaping or underground utilities. The building shall be used to house TENANT's communications equipment and all associated or related equipment of any type as deemed necessary or desirable by TENANT (this equipment shall be included as part of the Antenna Facilities listed on Exhibit "C"). The building will be placed adjacent to the Tower in the location described on Exhibit "B".

Commented [DP5]: AT&T really needs 90 days to coordinate the removal of their equipment.

2) LEASE AND EASEMENT

a) During the term of this Lease, OWNER leases the Leased Site to TENANT and grants to TENANT a non-exclusive easement, in the area reflected on Exhibit "B", to access the Leased Site to install, remove, replace, and maintain the Antenna Facilities listed in Exhibit "C".

b) At all times throughout the Term of this Lease, and at no additional charge to TENANT, TENANT and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to ground space portion of the Leased Site. TENANT shall have access to the Primary RAD Space only with prior notice to OWNER. TENANT shall notify OWNER twenty-four (24) hours in advance, except in an emergency. TENANT shall be prohibited from removing locks or entering without aforementioned notice. A representative of OWNER may accompany TENANT on the Leased Site, at OWNER's sole option. The foregoing shall not limit OWNER's right to access the Leased Site at reasonable times to examine and inspect the premises for safety reasons or to ensure that the TENANT's covenants are being met, provided that OWNER shall not disrupt TENANT's operations and shall be accompanied by a representative of TENANT at all times.

Commented [AF6]: A penalty amount needs to be and agreed upon.

Commented [DP7R6]: Violation would constitute but are you suggesting a monetary penalty?

03/05/1802/20/18

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

3) TERM AND RENT

a) The initial term of this Lease shall be five (5) years (the "Initial Term"), commencing on the Effective Date indicated above and expire on the fifth anniversary thereof. During the first year of the Initial Term, TENANT shall pay to OWNER as a lease payment the sum of Three Thousand and No/100 Dollars (\$3,000) per month ("Rent"), such payment being due in advance on or before the fifth (5th) day of the respective month. However, TENANT may aggregate its lease payments by paying annually, in advance. OWNER agrees to provide TENANT with a W-9 form in advance of receiving Rent.

b) Upon the expiration of the Initial Term, this Lease shall be automatically extended for one (1) "Renewal Term" of five (5) additional years unless TENANT notifies OWNER in writing at least ninety (90) days prior of its intention not to renew the Lease. Thereafter, upon the expiration of the first Renewal Term, unless TENANT notifies OWNER in this same above-described manner, this Lease shall automatically renew and extend for up to three (3) additional five (5) year Renewal Terms, each beginning upon the expiration of the term then in effect.

c) Beginning upon the first anniversary of the Effective Date ("Anniversary Date"), and each Anniversary Date thereafter during both the Initial Term and any and all Renewal Terms, if any, the monthly rent shall be increased by an amount equal to two percent (2%) of the then current Rent. As provided above, the monthly Rent shall be due in advance on or before the fifth (5th) day of the respective month. However, TENANT may aggregate its lease payments by paying annually, in advance.

d) Should this Lease still be in effect at the conclusion of all of the Renewal Terms provided for herein, this Lease shall continue in effect on the same terms and conditions, other than monthly Rent which shall be an amount equal to the monthly Rent in effect for the preceding year, increased by two percent (2%) for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other at least thirty (30) days prior written notice of its intention to so terminate at the end of the annual term.

e) TENANT shall pay OWNER a late payment charge equal to five percent (5%) of the late payment for any payment (including rental payments) not paid when due. In addition, any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

4) USE OF THE LEASED SITE

a) TENANT shall use the Leased Site for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. OWNER may permit others to use other portions of

Site Name: City of Celina
 Site Number: DX0050
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OWNER's Property (including the Tower), provided, however, TENANT shall have the exclusive use of its Antenna Facilities, equipment shelters and Primary RAD Space as shown on Exhibit "C" hereto. TENANT may erect and operate additional Antenna Facilities in accordance with the terms of this Lease.

TENANT shall, at its own expense, comply with all present and future federal state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities. OWNER agrees to reasonably cooperate with TENANT in obtaining, at TENANT's expense any federal licenses and permits required for or substantially required by TENANT's use of the Property.

b) OWNER acknowledges that TENANT's ability to use the Leased Site for TENANT's intended purposes is contingent upon TENANT's obtaining and maintaining, both before and after the commencement date of this Lease, all of the certificates, permits, licenses and other approvals (collectively known as "Governmental Approvals") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Leased Site desired by TENANT. OWNER shall promptly cooperate, at TENANT's expense, with TENANT in TENANT's efforts to obtain such Governmental Approvals and shall take no action that would adversely affect TENANT's obtaining or maintaining such Governmental Approvals.

c) TENANT shall, at its own expense, maintain the Leased Site and any equipment on or attached to the Leased Site in a safe condition, in good repair and in a manner so as not to conflict with the use of or other leasing of the Leased Site by OWNER, subject to the terms of Paragraph 18 herein.

d) TENANT shall have sole responsibility for the maintenance, repair, and security of its equipment and personal property, Antenna Facilities, and leasehold improvements located on the Leased Site, and shall keep the same in good repair and condition during the Lease term.

e) TENANT shall keep the Leased Site free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

f) In the event the OWNER or any other tenant undertakes painting, construction or other alterations on the Leased Site, OWNER shall give TENANT at least ninety (90) days' prior written notice, except in an emergency, and TENANT shall take reasonable measures at TENANT's cost to cover or temporarily remove TENANT's equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process. OWNER agrees to use its reasonable efforts to permit TENANT to place temporary transmission and reception facilities on OWNER's Property at no additional Rent until such time as TENANT is able to reinstall TENANT's equipment, personal property or Antenna Facilities on the Tower. OWNER is not responsible or liable for any damage or injury that may occur

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if TENANT elects not to temporarily remove its Antenna Facilities, equipment or other personal property. All such construction, repairs or alterations shall be subject to the terms of Paragraph 19 hereof.

5) TERMINATION

a) In addition to the other events giving rise to a right of lease termination, as such are set forth in this Lease, if any of the following occurs, TENANT shall have the right to immediately terminate this Lease for cause by giving written notice to OWNER of such termination:

i) TENANT determines, in its sole discretion, that it will be unable to obtain all necessary Governmental Approvals for TENANT's intended use of and improvements to the Leased Site desired by TENANT; or

ii) TENANT's application for any Governmental Approvals necessary for TENANT's use of the Leased Site and improvements desired by TENANT is denied; or

iii) any Governmental Approvals necessary for TENANT's use of the Leased Site and/or improvements to the Leased Site, whether now or hereafter desired by TENANT, are canceled, expired, lapsed or are otherwise withdrawn, terminated or denied so that TENANT, in its reasonable judgment, determines that it will no longer be able to use the Leased Site for TENANT's intended use; or

iv) the Federal Communications Commission (which allocates the frequencies at which TENANT may operate its antennas and equipment) changes the frequencies at which TENANT operates its antennas and equipment, which change, in TENANT's reasonable judgment, renders its operation of a communications facility at the Leased Site obsolete; or

v) TENANT obtains, in its reasonable judgment, unacceptable results of any radio test, survey, title report or environmental study.

Each of the above conditions shall operate independently with regard to each Tower location leased by TENANT within the Leased Site. Any termination notice rendered by TENANT pursuant to this Paragraph shall cause the respective portion of the Lease to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of the Lease. In the event of such termination, any prepaid, unearned rent shall be refunded to TENANT by OWNER.

b) In addition, and provided that TENANT is not then in default under this Lease, TENANT may, during any Renewal Term, upon ninety (90) days written notice to OWNER, terminate and cancel all or a portion of this Lease if TENANT determines that any portion of the Leased Site have become unsuitable for TENANT's operations, upon payment in guaranteed funds to OWNER of a termination fee equal to six (6) months' rent at the rate then in effect. As to such

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termination fee, TENANT shall receive a credit equal to the amount of any unearned rent as of the date of such termination.

6) ASSIGNMENT AND SUBLETTING

a) Except to a "Partner Company," "Affiliate" or "Subsidiary" of TENANT (as defined below), or to an entity acquiring all or substantially all of TENANT's assets through merger, acquisition, sale or other similar transaction, TENANT shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Leased Site, or any part thereof, without the prior written consent of OWNER, such consent not to be unreasonably withheld or delayed. OWNER shall have the right to review any mortgage or pledge documents to ensure that such documents do not allow a lien, or similar instrument, to be placed on the Leased Site if TENANT defaults thereunder. OWNER shall have the right to review any sublease to ensure that the subtenant agrees to abide by the terms and conditions of this Lease. OWNER may withhold consent if any of the aforementioned documents do not contain the preceding provisions. If any subleases provide that TENANT will receive rental payments in excess of the then current Rent due hereunder ("Excess Subrent"), the Rent shall be increased by an amount equal to fifty percent (50%) of the Excess Subrent.

b) Each of the members of TENANT is a Partner Company. An Affiliate of an entity is any entity which directly or indirectly controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise. A Subsidiary of an entity is any entity eighty percent (80%) or more of the ownership of which is owned by such entity.

c) No consent by OWNER to any assignment or sublease by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease, including but not limited to paying Rent, whether arising before or after the assignment or sublease. The consent by OWNER to any assignment or sublease shall not relieve TENANT from the obligation to obtain OWNER's express written consent to any other assignment or sublease.

d) Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of TENANT, if TENANT is a corporation, or any sale or other transfer of a majority in interest (whether of profits, losses, capital or voting power) or a majority of the persons comprising the managers of the partnership, if TENANT is a partnership, shall not be an assignment for purposes of this Paragraph 6.

7) FIRE OR OTHER CASUALTY

a) If the Tower, or access to it, is damaged or destroyed by a casualty covered by the insurance carried by OWNER, it shall be OWNER's option whether or not to commence appropriate repairs (to be diligently prosecuted to completion entirely at OWNER's expense). If OWNER decides

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to repair the Tower, this Lease shall continue in full force and effect. If, however, the Tower is damaged to the extent that OWNER decides not to repair it, OWNER shall deliver written notice to TENANT, within thirty (30) days after the casualty, or such longer time as it takes for OWNER's insurance carrier to confirm whether the event resulted in a covered claim, of OWNER's election not to repair, restore and/or reconstruct the Tower but to designate a site on which TENANT may relocate in accordance with Paragraph 7.c. below. If, as a result of any such casualty, any portion of the Leased Site becomes totally or partially unusable by TENANT, Rent shall abate during the period of repair in the same proportion to the total rent as the portion of the Leased Site rendered unusable bears to the entirety of the Leased Site.

b) If OWNER (i) undertakes the repair, restoration and/or reconstruction of the Tower(s) or of any access thereto, but fails to complete such repair, restoration and/or reconstruction within forty-five (45) days after the casualty, (ii) notifies TENANT of OWNER's intention not to repair, restore and/or reconstruct the Tower, or (iii) fails to deliver to TENANT the written notice required under Paragraph 7.a., then TENANT may immediately cancel this Lease by giving written notice of its election to cancel to OWNER.

c) OWNER agrees that during any period of repair, restoration and/or reconstruction, OWNER will exercise its best efforts to designate a site TENANT may use to place temporary transmission and reception facilities, provided such site is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. In the event the Parties cannot reasonably agree on a mutually acceptable alternative location on the Property, TENANT shall have the right to terminate this Lease immediately upon written notice to OWNER without incurring any further financial liability to OWNER for such early termination.

8) INDEMNIFICATION AND INSURANCE

a) TENANT hereby agrees to indemnify, defend and hold OWNER harmless from and against any and all claims, business interference, injury, loss, damage, liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) to the extent that they result from or arise out of the acts or omissions of TENANT, its agents, invitees, employees or independent contractors in, on or about the Tower and/or the Leased Site ("Claims"). OWNER: (i) shall promptly provide TENANT with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide TENANT with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of TENANT; and (iii) shall fully cooperate with TENANT in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve TENANT of its indemnity obligation, except (1) to the extent TENANT can show it was prejudiced by the delay; and (2) TENANT shall not be liable for any settlement or litigation expenses incurred before the time when notice is given. Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything

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to the contrary in this Lease, TENANT and OWNER each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

b) TENANT shall provide OWNER with a certificate of insurance issued by an insurance company eligible to do business in Texas indicating that TENANT carries commercial general liability insurance including contractual liability coverage with limits of liability thereunder of \$1 million combined single limit, per occurrence and in the aggregate, for bodily injury and/or property damage. Such insurance shall include OWNER as an additional insured with respect to matters arising out of TENANT's use of and operations at the Leased Site. OWNER'S additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by TENANT, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of OWNER, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of OWNER, its employees, agents or independent contractors; and, (iii) not exceed TENANT'S indemnification obligation under this Agreement. TENANT will provide OWNER with a renewal certificate within ten (10) business days of OWNER's written request for such certificate. Any insurance required to be provided by TENANT under this Paragraph 8 may be provided by a blanket insurance policy covering the Leased Site and other locations of TENANT, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. TENANT shall also provide OWNER evidence that it maintains workers' compensation insurance in compliance with statutory requirement of the State of Texas and automobile liability coverage with a \$500,000 limit. TENANT shall have the right to self-insure the coverages required in subsection 8(b), provided TENANT or its parent company maintains a minimum tangible net worth in excess of Two Hundred Million Dollars (\$200,000,000.00). In the event TENANT elects to establish a program of self insurance for any policies of insurance required hereunder, TENANT must first provide written notice to OWNER of such election together with TENANT's standard letter of self-insurance.

c) TENANT shall provide at least thirty (30) days prior written notification to OWNER of cancellation of any required coverage that is not replaced.

d) TENANT agrees to indemnify and save harmless OWNER from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

e) TENANT shall endeavor to require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type which TENANT is required to obtain under the terms of this paragraph with appropriate limits of insurance.

f) Once during the Initial Term and once during each Renewal Term, OWNER may review the insurance coverages to be carried by TENANT. If OWNER reasonably determines that

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higher limits of coverage are necessary to protect the interests of OWNER, TENANT shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

9) UTILITIES

TENANT shall be responsible directly to the serving entities for all utilities required by TENANT's use of the Leased Site, however, OWNER agrees to cooperate with TENANT in its efforts to obtain utilities from any location provided by the OWNER or the servicing utility. Should electric power be provided by OWNER, TENANT will install an electric meter and TENANT's usage shall be read by OWNER (or, at TENANT's option and cost, by a meter reading service selected by TENANT) on a monthly basis and the cost of electricity used by TENANT shall be paid monthly by TENANT to OWNER, upon thirty (30) days written notice thereof, as a payment separate from Rent. OWNER may charge a reasonable meter reading fee but agrees that it will not include a markup on the utility charges. If TENANT submeters electricity from OWNER, OWNER agrees, to the extent feasible, to give TENANT at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. OWNER acknowledges that TENANT provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in TENANT's reasonable determination, OWNER agrees to allow TENANT the right to bring in a temporary source of power for the duration of the interruption. OWNER will not be responsible for interference with, interruption of or failure, beyond the control of OWNER, of such services to be furnished or supplied by OWNER. OWNER agrees to grant to any utility company providing utility services to TENANT, an easement for the purpose of constructing, operating and maintaining utilities to provide such services to the Leased Site. Such easement shall be in a location to be approved by OWNER, which approval shall not be unreasonably withheld, conditioned or delayed. Upon TENANT's or a utility company's request, OWNER will execute a separate recordable easement evidencing this grant.

10) RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER

TENANT's Antenna Facilities shall remain personal to and the property of TENANT. OWNER waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; OWNER consents to TENANT's right to remove all or any portion of the Antenna Facilities from time to time in TENANT's sole discretion and without OWNER's consent. At the termination or expiration of this Lease, TENANT shall, within ninety (90) days, (A) remove its Antenna Facilities, (B) repair any damage caused by such removal, (C) with respect to any land leased, remove all of its equipment, other than utilities or foundations that are at or below grade, and (D) otherwise surrender the Leased Site at the expiration of the term (as the same may have been extended or the earlier termination thereof) in good condition, ordinary wear and tear, damage by fire and other casualty excepted.

11) TENANT DEFAULTS

Commented [DP8]: AT&T would like 90 days to their equipment.

Attachment: Proposed AT&T LFEET Agreement (AT&T Lease Agreement)

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a) The occurrence of any one or more of the following events shall constitute an “Event of Default” hereunder by TENANT:

i) The failure by TENANT (A) to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, or (B) to maintain any insurance required by Paragraph 8, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by TENANT from OWNER.

ii) The failure by TENANT to observe or perform any of the covenants or provisions of this Lease to be observed or performed by TENANT, other than as specified in Paragraph 11.a.(i), where such failure shall continue for a period of thirty (30) days after written notice thereof is received by TENANT from OWNER; provided, however, that it shall not be deemed an Event of Default by TENANT if TENANT shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion, if during such thirty (30) day period TENANT gives written notice to OWNER explaining in detail why the EVENT of Default cannot be cured in thirty (30) days, outlines the plan to cure the Event of Default and states the date by which the Event of Default will be cured.

b) If there occurs an Event of Default by TENANT, in addition to any other remedies available to OWNER at law or in equity, OWNER shall have option to terminate this Lease and all rights of TENANT hereunder.

c) If there occurs an Event of Default by TENANT and the Lease is terminated, OWNER shall have the right to re-enter the Leased Site and remove persons or property from the Leased Site or the Tower if TENANT fails to do so within sixty (60) days from the termination date of the LEASE.

(d) The following will be deemed a default by OWNER and a breach of this Agreement: (i) failure to provide access to the Leased Site or to cure an interference problem within forty-eight (48) hours after receipt of written notice of such default; or (ii) OWNER’s failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from TENANT specifying the failure. No such failure, however, will be deemed to exist if OWNER has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of OWNER. If OWNER remains in default beyond any applicable cure period, TENANT will have: (i) the right to cure OWNER’s default and to deduct the reasonable and necessary costs of such cure from any monies due to OWNER from TENANT, and (ii) any and all other rights available to it under law and equity.

12) NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to

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any other mailing address which the party to be notified may designate to the other party by such notice). Notice by any other method (whether by hand-delivery, overnight delivery service, or otherwise) shall only be deemed effective upon receipt by the intended recipient. Should OWNER or TENANT have a change of address, the other party shall immediately be notified as provided in this Paragraph of such change. Unless OWNER otherwise specifies in writing, Rent checks from TENANT shall be sent to the person listed below to whom notices are sent.

TENANT:

New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site#: DX0050; Cell Site Name: City of Celina (TX)
 Fixed Asset No: 12842469
 575 Morosgo Drive NE
 Atlanta, Georgia 30324

With a copy to:

New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site#: DX0050; Cell Site Name: City of Celina (TX)
 Fixed Asset No: 12842469
 208 S. Akard Street
 Dallas, TX 75202-4206

OWNER:

City of Celina
 Attn: City Manager
 142 North Ohio Street
 Celina, Texas 75009

13) SALE OR TRANSFER BY OWNER

Should OWNER, at any time during the term of this Lease, sell, lease, transfer or otherwise convey all or any part of OWNER's Property to any transferee other than TENANT, then such transfer shall be under and subject to this Lease and all of TENANT's rights hereunder. In the event of a change in ownership, transfer or sale of the OWNER's Property, within ten (10) business days of such transfer, OWNER or its successor will send the documents listed below in this subsection (b) to TENANT. Until TENANT receives all such documents, TENANT shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

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- i. New IRS Form W-9
- ii. Full contact information for new OWNER including all phone number(s)
- iii. Copy of deed or other instrument of transfer

14) HAZARDOUS SUBSTANCES

a) TENANT represents and warrants that its use of the Leased Site herein will not generate any hazardous substance, and it will not store or dispose on the Leased Site nor transport to or over the Leased Site any hazardous substance in violation of any laws or regulations relating thereto. TENANT further agrees to hold OWNER harmless from, indemnify and defend OWNER against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of OWNER, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. OWNER has no knowledge of any Hazardous substance located on or about the OWNER's Property, nor will OWNER allow any such substance or hazardous condition to exist. To the extent allowed by law, OWNER agrees to hold harmless and indemnify TENANT from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of OWNER for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding, to the extent arising from subsurface or other contamination of the OWNER's Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of the OWNER during the Term. In the event TENANT becomes aware of any hazardous materials on the OWNER's Property, or any environmental, health or safety condition or matter relating to the OWNER's Property, that were not caused by TENANT and, in TENANT's sole determination, renders the condition of the Leased Site or OWNER's Property unsuitable for TENANT's use, or if TENANT believes that the leasing or continued leasing of the Leased Site would expose TENANT to undue risks of liability to a government agency or third party, TENANT will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice, as required by Paragraph 11.d.(ii), to OWNER.

15) CONDEMNATION

a) In the event the whole of OWNER's Property, including without limitation the Leased Site and the Tower, shall be taken or condemned, either temporarily or permanently, for public

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purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Lease shall forthwith automatically cease and terminate.

b) In the event any portion of the Leased Site or the Tower shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then OWNER agrees that TENANT may use and/or construct upon an alternative portion of OWNER's Property, as selected by OWNER, which is equally suitable for TENANT's purposes, provided such space is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. OWNER will designate a site to which TENANT may relocate prior to the taking, condemnation or sale. In the event no alternative portion of the OWNER's Property (or other property owned or controlled by OWNER) is equally suitable for the purposes of TENANT, then this Lease shall forthwith automatically cease and terminate.

c) OWNER shall receive the entire condemnation award for land, the Tower and such other improvements as are paid for by OWNER, and TENANT hereby expressly assigns to OWNER any and all right, title and interest of TENANT now or hereafter arising in and to any such award. TENANT shall have the right to recover from such authority, but not from OWNER, any compensation as may be awarded to TENANT on account of the leasehold interest, moving and relocation expenses, and depreciation to and removal of the personal property and fixtures of TENANT.

16) LIENS

TENANT shall keep the Leased Site free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within sixty (60) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which OWNER permits TENANT to perform on the Leased Site shall be deemed to be for the use and benefit of OWNER so that no mechanic's or other lien shall be allowed against the estate of OWNER by reason of its consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work.

Commented [DP9]: AT&T will need 60 days to release mechanic's lien.

17) TAXES

a) OWNER shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of OWNER, including any such taxes that may be calculated by the taxing authority using any method, including the income method. TENANT shall be liable for and shall pay to the applicable taxing authority, if billed directly to TENANT, or to OWNER if billed to OWNER, upon thirty (30) days prior written notice from OWNER, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by TENANT in or about the Leased Site.

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b) TENANT shall pay as additional rent any increases in real property taxes levied against OWNER's Property, including the Tower, as a result of the improvements constructed by TENANT on the Leased Site. Nothing herein shall require TENANT to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon OWNER. OWNER shall provide TENANT with copies of all assessment notices on or including the Leased Site within thirty (30) days after receipt by OWNER, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, if available. If OWNER does not provide such notice or notices to TENANT in a timely manner and TENANT's rights with respect to such taxes are prejudiced by the delay, OWNER shall reimburse TENANT for any increased costs directly resulting from the delay. TENANT shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Site by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as TENANT may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of OWNER, TENANT, or both, with respect to the valuation of the Leased Site. OWNER shall cooperate in the institution and prosecution of any such proceedings and will execute the relevant documents required therefor. The expense of any such proceedings shall be borne by TENANT and any refunds or rebates secured as a result of TENANT's action shall belong to TENANT.

c) TENANT shall have the right but not the obligation to pay any taxes due by OWNER hereunder if OWNER fails to timely do so, in addition to any other rights or remedies of TENANT. In the event that TENANT exercises its rights under this Section 17(c) due to such OWNER default, TENANT shall have the right to deduct such tax amounts paid from any monies due to OWNER from TENANT.

18) QUIET ENJOYMENT AND NON-INTERFERENCE

a) OWNER warrants and agrees that TENANT, upon paying the Rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Leased Site. Owner shall nevertheless continue to have access to the Leased Site as set forth herein.

b) OWNER hereby grants to TENANT, as a primary inducement to TENANT's entering into this Lease, the right to install its Antenna Facilities on the Tower (as set forth and listed on Exhibits "B" and "C") and operate its communications facility on the Tower and the ground space portion of the Leased Site (as set forth on Exhibit "B"). Where there are existing radio frequency user(s) on the OWNER's Property, OWNER will provide TENANT, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the OWNER's Property to allow TENANT to evaluate the potential for interference. TENANT represents and warrants that its use and operation of its Antenna Facilities shall not interfere with existing radio frequency user(s) on the OWNER's Property so disclosed by OWNER, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. If TENANT's Antenna Facilities cause such interference, TENANT shall take all

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 Fixed Asset No: 12842469

measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, TENANT shall immediately cease operating its facilities until the interference has been eliminated. If the interference cannot be eliminated within twenty (20) days, OWNER may terminate this Lease as its sole and exclusive remedy. TENANT's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with OWNER's operations or related repair and maintenance activities or with such activities of other pre-existing tenants. TENANT agrees to cease all such actions which materially interfere with OWNER's use of the Leased Site immediately upon actual notice of such interference, provided however, in such case, TENANT shall have the right to terminate the Lease.

c) OWNER, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain alter or improve the Leased Site in connection with its operations as may be necessary, including leasing parts of OWNER's Property and Tower to others. From time to time, OWNER may grant to other entities the right to operate communications facilities at the Leased Site and/or the right to install antennas in connection with the operation of such facilities or other communications facilities, provided that OWNER will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Antenna Facilities, the operations of TENANT or the rights of TENANT under this Lease. OWNER will notify TENANT in writing prior to granting any third party the right to install and operate communications equipment on the OWNER's Property. OWNER will not, nor will OWNER permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Antenna Facilities, the operations of TENANT or the rights of TENANT under this Lease.

d) For the purposes of this provision, "interference" may include, but is not limited to, any other use on the Property or any other use on OWNER's other properties that causes electronic, physical or obstruction interference with, or degradation of the communications signals from TENANT's facility. In general, pre-existing facilities expressly excluded, the parties agree that the physical location within One Hundred Thirty feet (130') of TENANT's facility of another communications facility may cause interference. If TENANT notifies OWNER that there is interference, OWNER will cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from TENANT, and if such interference is not cured within forty-eight (48) hours, TENANT will have the option to (i) terminate this Agreement by giving OWNER ten (10) days' written notice of its election to terminate, or (ii) if TENANT elects not to terminate this Agreement, OWNER agrees to allow TENANT, in place of OWNER, and to take any action, in law or in equity, necessary to cause the interfering tenant or licensee to eliminate such interference. TENANT acknowledges that its grant does not exclude other communication facilities on the Property (other than the Premises) and TENANT agrees to reasonably cooperate with OWNER and other potential communication facility operators as to their proposed operations not inconsistent with this Agreement.

19) COORDINATION OF OPERATION

03/05/1802/2018

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

As a consequence of the proposed twenty-four (24) hour daily basis of operation by TENANT, OWNER acknowledges that any action undertaken or permitted by OWNER in making repairs, alterations, additions or improvements to the Tower that might interfere with, suspend, cut-off or terminate access to or use by TENANT of the Leased Site or TENANT's Antenna Facilities, including without limitation, air-conditioning and utilities thereto, could cause inconvenience, expense and economic loss to TENANT. Therefore, OWNER agrees (i) to use its best efforts to minimize such inconvenience, possible loss or expense to TENANT by using its best efforts not to cause or permit any interruption or interfere with the operations of TENANT's antennas or equipment, particularly during the hours of 4:00 p.m. to 7:00 p.m. on any weekday, and (ii) except in emergency situations, as determined to exist by the OWNER, to give TENANT sixty (60) days advance notice of any normal or routine repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Tower and the Leased Site or of any planned shutdowns associated with the Tower for scheduled or routine maintenance that might adversely affect the operation of TENANT's communications facility or Antenna Facilities.

20) BROKERS

OWNER and TENANT represent to each other that they have not negotiated with any real estate broker in connection with this Lease.

21) ESTOPPEL CERTIFICATES

a) TENANT, at the request of OWNER, shall provide OWNER with a certificate stating: (i) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification); (ii) whether or not, to TENANT's knowledge, there are then existing any set-offs, or defenses against the enforcement by OWNER of any of TENANT's agreements, terms, covenants or conditions hereof (and, if so specifying the same); and (iii) the dates, if any, to which the rent has been paid in advance.

b) OWNER, at the request of TENANT, shall provide TENANT with a certificate stating: (i) that OWNER recognizes TENANT's right to TENANT's antennas, equipment and other property; (ii) that TENANT has the right to remove TENANT's equipment and other property from the Leased Site notwithstanding that same may be considered a fixture under local law; and (iii) that OWNER has no interest in and disclaims any interest to TENANT's equipment and other property. Requests in excess of one (1) per year shall require TENANT to pay OWNER five hundred dollars (\$500) to cover OWNER's cost of providing the certificate.

22) MISCELLANEOUS PROVISIONS

a) OWNER warrants and agrees that OWNER is seized of good and sufficient title to and interest in the Leased Site and has full authority to enter into and execute this Lease and that there are no undisclosed liens, judgments or impediments of title on OWNER's Property that would affect this Lease.

03/05/1802/20/18

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

b) This Lease, including attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between OWNER and TENANT, and no verbal agreements or understandings shall be binding upon either OWNER or TENANT, and any addition, variation or modification to this Lease shall be ineffective unless made in writing and signed by the parties.

c) OWNER agrees that OWNER's Property (including, without limitation, the Tower), and all improvements, comply and during the term of this Lease shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at OWNER's sole cost and expense.

d) This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas.

e) This Lease, and each and every covenant and condition herein, is intended to benefit the Leased Site and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

f) The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

g) TENANT agrees that TENANT's property (including, without limitation, the Antenna Facilities), and TENANT's use of the Leased Site, comply and during the term of this Lease shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at TENANT's sole cost and expense.

h) If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

i) The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

j) Only qualified and adequately insured agents, contractors or persons under TENANT's direct supervision will be permitted to climb the Tower or to install or remove TENANT's Antenna Facilities from the Tower. OWNER retains the right to permit its own employees and agents and employees and agents of subsequent users of the Tower, to climb the Tower

03/05/1802/20/18

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

for all purposes that do not interfere with the TENANT's use of the Tower, as long as such subsequent users comply with the non-interference provisions of this Lease.

k) Concurrently with the execution of this Lease, OWNER shall execute before a notary and deliver to TENANT for recording a "Memorandum of Lease Agreement" in the form attached as Exhibit "D", with the same Exhibits "A", "B", and "C" as are attached to this Lease. Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of such jurisdiction. Concurrently with termination of this Lease TENANT shall execute before a notary public and deliver to OWNER and acknowledgement of Lease termination.

IN WITNESS WHEREOF, OWNER and TENANT have duly executed this Lease as of the date first above written.

TENANT:

New Cingular Wireless PCS, LLC,
 a Delaware limited liability company
 By: AT&T Mobility Corporation
 Its: Manager

By: _____
 Name: Leigh Ann Dodson
 Title: Area Manager RE&C NTX Network Ops
 Date: _____

OWNER:

CITY OF CELINA

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

03/05/1802/20/18

Site Name: City of Celina
Site Number: DX0050
Fixed Asset No: 12842469

EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

Attachment: Proposed AT&T LFEST Agreement (AT&T Lease Agreement)

03/05/1802/2048

Site Name: City of Celina
Site Number: DX0050
Fixed Asset No: 12842469

EXHIBIT "B"

DESCRIPTION OF LEASED SITE

Attachment: Proposed AT&T LFEST Agreement (AT&T Lease Agreement)

03/05/1802/2048

Site Name: City of Celina
Site Number: DX0050
Fixed Asset No: 12842469

EXHIBIT "C"

Tower space portion of the Leased Site

Attachment: Proposed AT&T LFEST Agreement (AT&T Lease Agreement)

03/05/1802/20/48

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

EXHIBIT "D"

MEMORANDUM OF LEASE AGREEMENT

This Memorandum made this ____ day of _____, 2018, between the CITY OF CELINA, TEXAS, with its principal mailing address of 142 North Ohio Street, Celina, Texas 75009, hereinafter designated OWNER, and New Cingular Wireless PCS, LLC having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, for a term of five (5) years with the right to renew for four (4) additional five (5) year terms, plus automatic one (1) year renewals thereafter, unless terminated in accordance with the terms of the Agreement. A copy of the Agreement is on file at the principal office of the OWNER and the TENANT.

2. OWNER hereby leases to TENANT a portion of that certain space on the OWNER's water tower, hereinafter referred to as the Water Tower, located at 1803 Light Farms Way, Prosper, Texas 75078, and more particularly described on attached Exhibit "A", together with a parcel of land sufficient for the installation of TENANT's equipment building as shown on Exhibit "B", attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a twenty five (25) foot wide right-of-way extending from the nearest public right-of-way, to the demised premises, and the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the demised premises, said demised premises and rights-of-way being substantially as described herein in Exhibit "B" and attached hereto and made a part hereof.

3. The Agreement commences on the first (1st) day of the month following the date the Agreement is executed by the parties or the first (1st) day of the month following the date TENANT is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of OWNER and TENANT.

IN WITNESS WHEREOF, hereunto OWNER and TENANT have caused this Memorandum to be duly executed on the day and year first written above.

03/05/1802/2018

Site Name: City of Celina
Site Number: DX0050
Fixed Asset No: 12842469

OWNER:

CITY OF CELINA

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

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Leigh Ann Dodson
Title: Area Manager RE&C NTX Network Ops
Date: _____

Attachment: Proposed AT&T LFEST Agreement (AT&T Lease Agreement)

Site Name: City of Celina
 Site Number: DX0050
 Fixed Asset No: 12842469

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ on behalf of said City. He is personally known to me or has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

 (OFFICIAL NOTARY SIGNATURE)
 NOTARY PUBLIC — STATE OF TEXAS

My commission expires: _____

 (Printed, Typed or Stamped Name of Notary)

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Leigh Ann Dodson, Area Manager RE&C NTX Ops, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC on behalf of said company. She is personally known to me.

(AFFIX NOTARIAL SEAL)

 (OFFICIAL NOTARY SIGNATURE)
 NOTARY PUBLIC — STATE OF TEXAS

My commission expires: _____

 (Printed, Typed or Stamped Name of Notary)

03/05/1802/20/18



NUMBER	DELTA ANGLE	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	90°00'24"	45.00	45.01	70.69	63.64	N 75°59'37" E
C2	18°48'43"	45.00	7.45	14.77	14.71	S 49°35'49" E
C3	45°01'59"	45.00	18.65	35.37	34.47	S 17°40'28" E
C4	58°29'13"	30.00	16.80	30.62	29.31	N 10°56'51" W
C5	90°00'24"	30.00	30.00	47.13	42.43	S 75°59'37" W

NUMBER	DELTA ANGLE	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	90°00'24"	45.00	45.01	70.69	63.64	N 75°59'37" E
C2	18°48'43"	45.00	7.45	14.77	14.71	S 49°35'49" E
C3	45°01'59"	45.00	18.65	35.37	34.47	S 17°40'28" E
C4	58°29'13"	30.00	16.80	30.62	29.31	N 10°56'51" W
C5	90°00'24"	30.00	30.00	47.13	42.43	S 75°59'37" W

SITE PLAN SCALE: 1" = 40'

NOTE: IF DRAWING IS 11"X17"
REFER TO GRAPHIC SCALE.

Scale: 1" = 40'

KRW JOB NO: 207-10

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 02 seconds West, a distance of 10.00 feet to a Point;

THENCE continuing through the interior of said Lot 1, Block A, Water Tower Addition At Light Farms, the following four (4) courses:

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 01 seconds West, a distance of 365.58 feet to the POINT OF BEGINNING hereof;

1. North 30 degrees 59 minutes 25 seconds East, a distance of 372.74 feet to a Point;

BEING a tract of land situated in the John Raggsdale Survey, Abstract No. 734, Collin County, Texas, also being situated in Lot 1, Block A, Water Tower Addition At Light Farms, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2009-424, Map Records, Collin County, Texas, and being out of and a portion of that certain tract of land conveyed to City of Celina, Texas, by Special Warranty Deed with Condition Subsequent dated November 12, 2007, and recorded in Instrument No. 20071115001546420, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

THENCE along the northeasterly right-of-way line of Light Farms Way, North 59 degrees 02 minutes 02 seconds West, a distance of 10.00 feet to a Point;

1. North 30 degrees 57 minutes 58 seconds East, a distance of 365.60 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northeast corner of the lease area described hereon;
2. South 59 degrees 02 minutes 02 seconds East, a distance of 10.00 feet to a Point on the southeasterly line of said Lot 1, Block A, Water Tower Addition At Light Farms, same being most southerly northerly line of Light Farms Phase 2A, The Bluestern Neighborhood;

PROJECT INFORMATION

Latitude (DMS):N 33° 16' 28.7437" NAD83
Longitude (DMS):W 96° 48' 36.1888" NAD83
Latitude (DD):N 33.27495° NAD83
Longitude (DD):W 96.81005° NAD83
Ground Elevation (AMSL):636.6 Feet
Top of Water Tower (AGL):201.5 Feet
Top of Antenna (AGL):220.9 Feet

INGRESS/EGRESS IN COMMON WITH LESSOR.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83
AND ELEVATIONS NAVD 1988.

MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE
AND IS APPROXIMATE.

LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED
COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

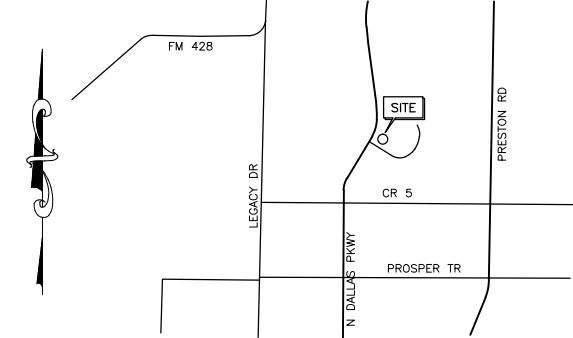
CONVERGENCE ANGLE: 0° 55' 18"

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48085C0120J, DATED 06/02/2009. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

LEGEND

- PP - POWER POLE
- TPED - TELEPHONE RISER
- WV - WATER VALVE
- FH - FIRE HYDRANT
- ⊕ TOWER CENTROID
- ⊗ LP - LIGHT POLE
- ⊞ EM - ELECTRIC METER
- ⊞ GM - GAS METER
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- TBM BENCH MARK
- ===== BUILDING LINES
- x—x— FENCE LINE
- GHP— POWER LINE

VICINITY MAP



SURVEYOR'S CERTIFICATE}

The undersigned does hereby certify that a survey was made on the ground of the property legally described hereon prepared by the undersigned and is true and correct to the best of my knowledge; the survey correctly shows the location of all buildings, structures and other improvements situated on the property; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way except as shown on the plat of survey; that subject matter has been taken to the public records; that the foregoing is a true, correct and accurate presentation of the property described hereinabove. Furthermore, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon and certifies that the quantity of land shown hereon is correct. This survey meets the applicable requirements for land surveys as defined by the "Texas Society of Professional Surveyors Manual of Practice for Land Surveying in Texas".

Kurtis R. Webb
R.P.L.S. #4125

KRW JOB NO: 207-105



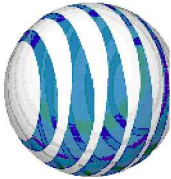
Webb Surveying, Inc.
3401 Custer Road
Suite 139
Plano, TX 75023

Land Surveyors
Phone: (972) 599-2300
Fax: (972) 599-2302
mail@webbsurveying.com

SURVEY

SITE NAME: LIGHT FARMS WATER TOWER
SITE NUMBER: DX0050

1803 LIGHT FARMS WAY
CELINA, TX 75009



DRWN	KRW
CK	KRW

NO:	DATE:	DESCRIPTION:
1	12/13/20	DATE OF SURVEY
2	12/29/2017	ISSUED
3		
4		
5		
6		

SV-1

Packet Pg. 39



Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
www.celerisgroup.com

Engineer:
Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

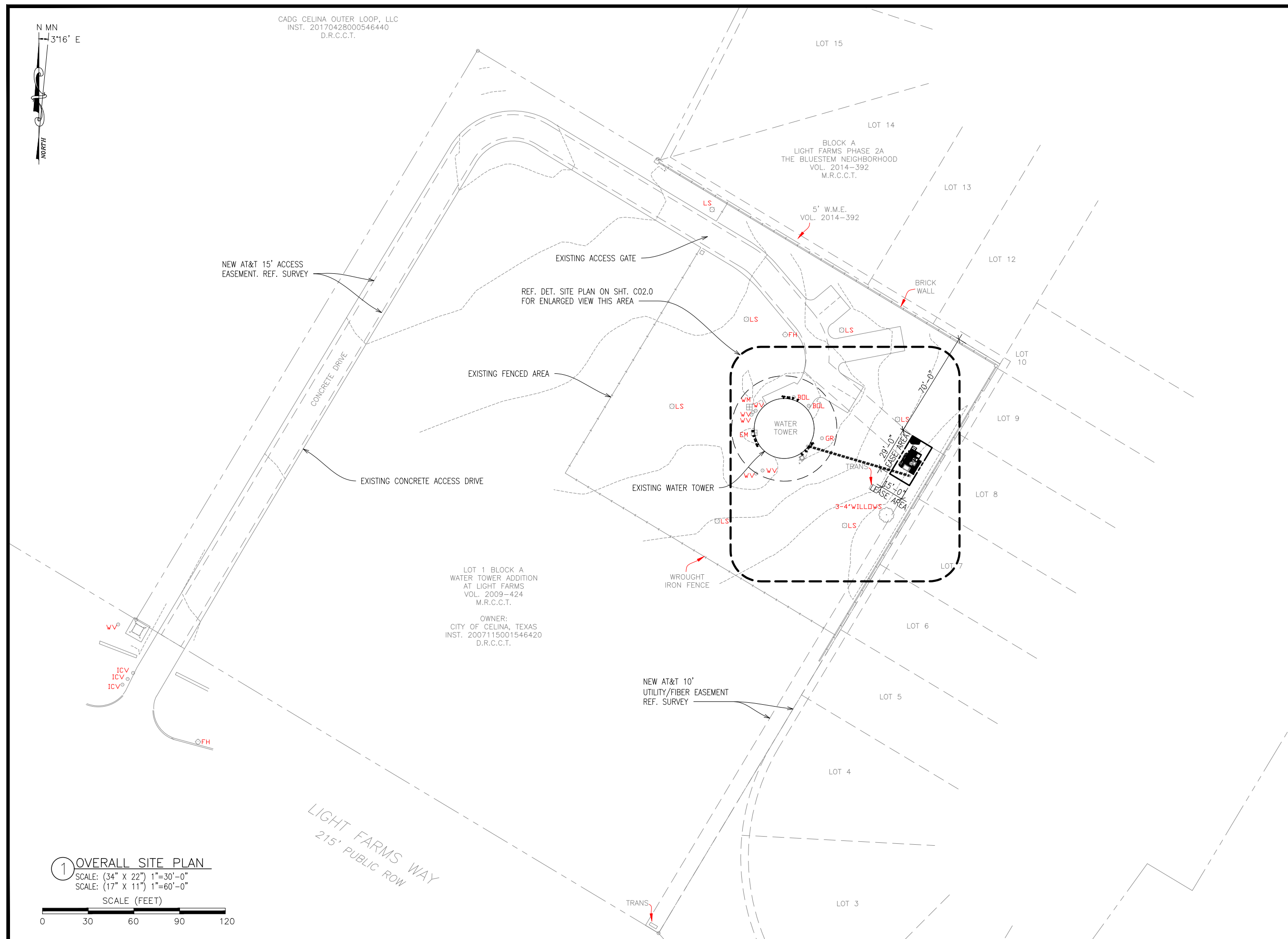
OVERALL SITE PLAN

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

C01

Scale

Packet Pg. 40





Engineer:
Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

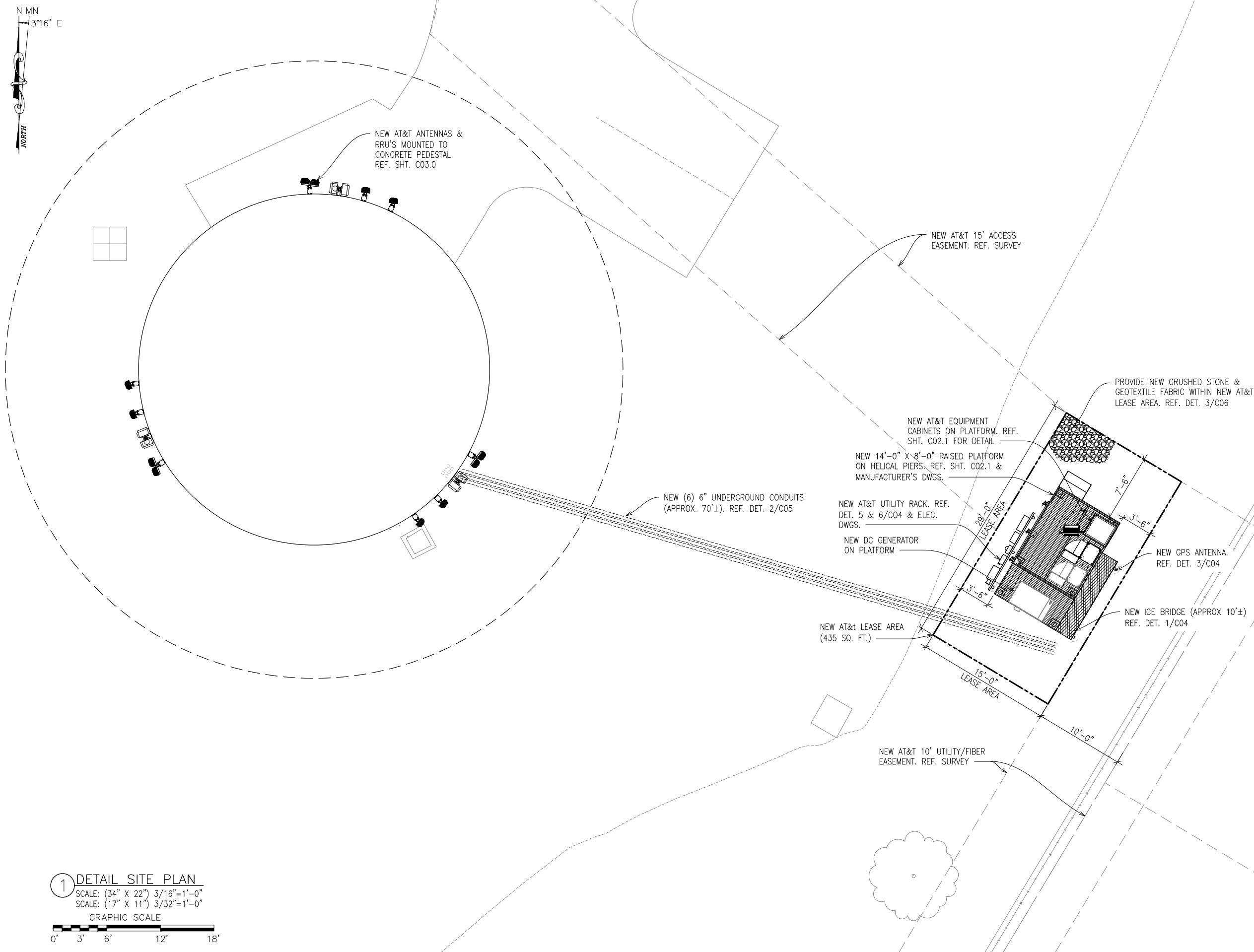
DETAIL SITE PLAN

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

C02.0

Scale

Packet Pg. 41



Engineer:
Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

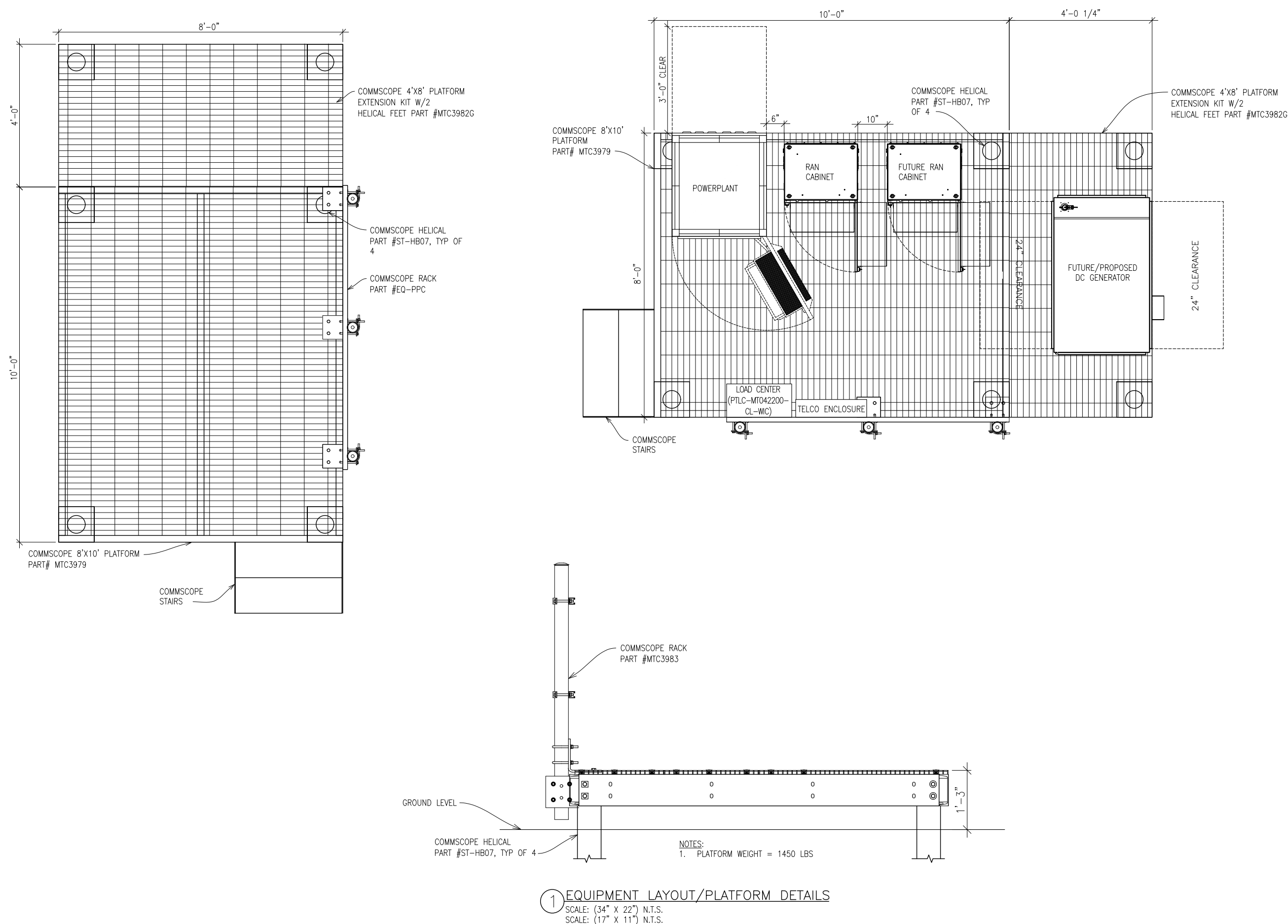
EQUIPMENT LAYOUT /
PLATFORM DETAILS

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

C02.1

Scale

Packet Pg. 42





Engineer:
Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

TOWER ELEVATION /
ANTENNA ORIENTATION

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

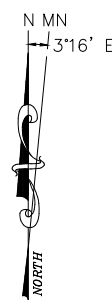
C03.0

Scale

Packet Pg. 43



NOTE:
BEFORE INSTALLING ANY EQUIPMENT CONTRACTOR MUST CHECK WITH
AT&T PROJECT MANAGER AND AT&T RF ENGINEER FOR MOST RECENT
RF CONFIGURATION SHEET.



2 ANTENNA ORIENTATION

ANTENNA NUMBER	COAX COLOR CODE	ANTENNA INFO.		AZIMUTH	RAD CENTER	MECH. DOWNTILT	ELEC. DOWNTILT					CABLE INFO.	
		MAKE	MODEL				700	850	1900	AWS	WCS	SIZE	LENGTH
A-1	N/A	COMMSCOPE	(2) JAHH-65C-R3B-V3 ANTENNAS SIDE BY SIDE AT POSITION 1	8°	120'	0°	7'					SEE CABLE NOTES 1 & 2	
	N/A							5'					
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
A-2	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
A-3	N/A	COMMSCOPE	SBNHH-1D65B	8°	120'	0°							
	N/A										0°		
	N/A												
	N/A												
	N/A												
A-4	N/A	COMMSCOPE	SBNHH-1D65B	8°	120'	0°	7'						
	N/A								2'				
	N/A												
	N/A												
	N/A												
B-1	N/A	COMMSCOPE	(2) JAHH-65C-R3B-V3 ANTENNAS SIDE BY SIDE AT POSITION 1	128°	120'	0°	3'						
	N/A							2'					
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
B-2	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
B-3	N/A	COMMSCOPE	SBNHH-1D65B	128°	120'	0°							
	N/A										0°		
	N/A												
	N/A												
	N/A												
B-4	N/A	COMMSCOPE	SBNHH-1D65B	128°	120'	0°	3'						
	N/A												
	N/A							2'					
	N/A												
	N/A												

ANTENNA NUMBER	COAX. COLOR CODE	ANTENNA INFO.		AZIMUTH	RAD CENTER	MECH. DOWNTILT	ELEC. DOWNTILT					CABLE INFO.	
		MAKE	MODEL				700	850	1900	AWS	WCS	SIZE	LENGTH
C-1	N/A	COMMScope	(2) JAHH-65C-R3B-V3 ANTENNAS SIDE BY SIDE AT POSITION 1	248°	120'	0°	4°						
	N/A						2°						
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
C-2	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
	N/A												
C-3	N/A	COMMScope	SBNHH-1D65B	248°	120'	0°							
	N/A												
	N/A										0°		
	N/A												
	N/A												
	N/A												
C-4	N/A	COMMScope	SBNHH-1D65B	248°	120'	0°	4°						
	N/A												
	N/A							2°					
	N/A												
	N/A												
	N/A												

CABLE NOTE	TYPE OF CABLE	CABLE INFO.	QTY.	LENGTH
NOTE 1	FIBER	1/2"	(3 TOTAL, 1 PER SECTOR)	ALPHA-245'±, BETA 205'±, GAMMA 245'±
NOTE 2	DC POWER	3/4"	(6 TOTAL, 2 PER SECTOR)	ALPHA-245'±, BETA 205'±, GAMMA 245'±

NOTES:

1. BEFORE INSTALLING ANY EQUIPMENT, CONTRACTOR MUST CHECK WITH AT&T PROJECT MANAGER AND AT&T RF ENGINEER FOR MOST RECENT RF CONFIGURATION SHEET.
2. LENGTHS POSTED ON THIS CHART ARE ESTIMATED FROM AVAILABLE INFORMATION.
3. TYPES AND SIZES OF THE ANTENNA CABLES ARE BASED ON THE ESTIMATED LENGTH OF THE CABLES. CONTRACTOR TO VERIFY ALL ACTUAL LENGTHS IN THE FIELD PRIOR TO INSTALLATION AND NOTIFY THE AT&T FIELD ENGINEER FOR VERIFICATION OF SIZES OF CABLES.
4. CONTRACTOR TO PROVIDE AS-BUILTS FOR THE LENGTH OF CABLES UPON COMPLETION OF INSTALLATION.



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[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

ANTENNA CONFIGURATION

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

C03.1

Scale

1 ANTENNA CONFIGURATION

Attachment: Proposed AT&T LFEET Plans (AT&T Lease Agreement)





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SITE NAME
LIGHT FARMS
WATER TOWER

Project number	17-10450
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Drawn by	JAC
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1. FURNISHED BY OEM/AT&T.
2. INSTALLED BY OEM OR AS SCOPED BY MARKET.
3. FURNISHED BY OTHERS
4. INSTALLED BY OTHERS
5. FINAL CONNECTION BY OEM OR AS SCOPED BY MARKET.
6. OPEN END OF LFMC TO BE LEFT WEATHERPROOFED UNTIL TERMINATED.
7. DELETED.
8. BREAKERS SPECIFIED SOLD SEPERATELY.
9. BREAKERS TO BE TAGGED AND LOCKED OUT.
10. SIAD IS FURNISHED AND INSTALLED BY OTHERS AND INCLUDES POWER CONNECTIONS AND FIBER TO THE UNIT OR AS SCOPED BY MARKET.
INSTALL 10 AWG CHASSIS GROUND, PROVIDE (2) 10A BREAKERS FROM A 24V DC POWER SOURCE OR (2) 5A BREAKERS FROM A 48V DC POWER SOURCE AND CONNECT USING MFR POWER CABLE WITH SPECIAL CONNECTOR.
11. FIBER MANAGEMENT BOX IS J-SOURCE MODEL 12126FM4SEC.
12. LEC TO FURNISH AND INSTALL NETWORK INTERFACE DEVICE.
13. LEAVE COILED AND PROTECTED UNTIL TERMINATED.
14. SEE DETAIL 1408 FOR DC POWER CABLE SIZES.
15. FIBER AND POWER DISTRIBUTION BOX 4/48V SURGE SHALL BE RAYCAP MODEL DC6-48-60-18-8F.
16. POWER DISTRIBUTION W/DC SURGE PROTECTION BOX SHALL BE RAYCAP MODEL DC6-48-60-0-18.
17. SINGLE-CONDUCTOR DC POWER CABLES SHALL BE TELCOFLEX OR KS24194, COPPER, UL LISTED RHH NON-HALOGEN, LOW SMOKE WITH BRAIDED COVER, TYPE TC (1/0 AND LARGER). UNLESS OTHERWISE NOTED, STRANDING SHALL BE CLASS B (TYPE III) FOR CABLES SIZES 14, 12 & 10 AWG AND CLASS 1 (TYPE IV) FOR SIZES 8 AWG AND LARGER. CABLES SHALL BE COLOR CODED RED FOR +24V, BLUE FOR -48V AND GRAY FOR 24V AND 48V RETURN CONDUCTORS. MULTI-CONDUCTOR DC POWER CABLES SHALL COPPER, CLASS B STRANDED WITH FLAME RETARDANT PVC JACKET, TYPE TC, UL LISTED FOR 90°C DRY/ 75°C WET INSTALLATION.
18. 10A FUSE FOR HEAT EXCHANGER FURNISHED AND INSTALLED BY OTHERS.
19. DELETED
20. GROUNDING WIRES SHALL BE COPPER, GREEN THHN/THWN UL LISTED FOR 90°C DRY/75°C WET INSTALLATION. MINIMUM SIZE IS 6 AWG UNLESS NOTED OTHERWISE.
21. RET CONNCTION FROM THE RRH IS AN OPTIONAL METHOD OF CONNECTION. REFER TO RF DATA SHEET FOR APPLICABILITY.
22. DELETED.
23. FIBER AND POWER DISTRIBUTION BOX 4/48V SURGE SHALL BE RAYCAP MODEL DC6-48-60-0-1E.
24. FIBER MANAGEMENT BOX IS COMMSCOPE MODEL FB 18188.
25. FIBER AND POWER DISTRIBUTION BOX 4/48V SURGE SHALL BE RAYCAP MODEL DC12-48-60-0-25E.

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SITE NUMBER
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SITE NAME
LIGHT FARMS
WATER TOWER

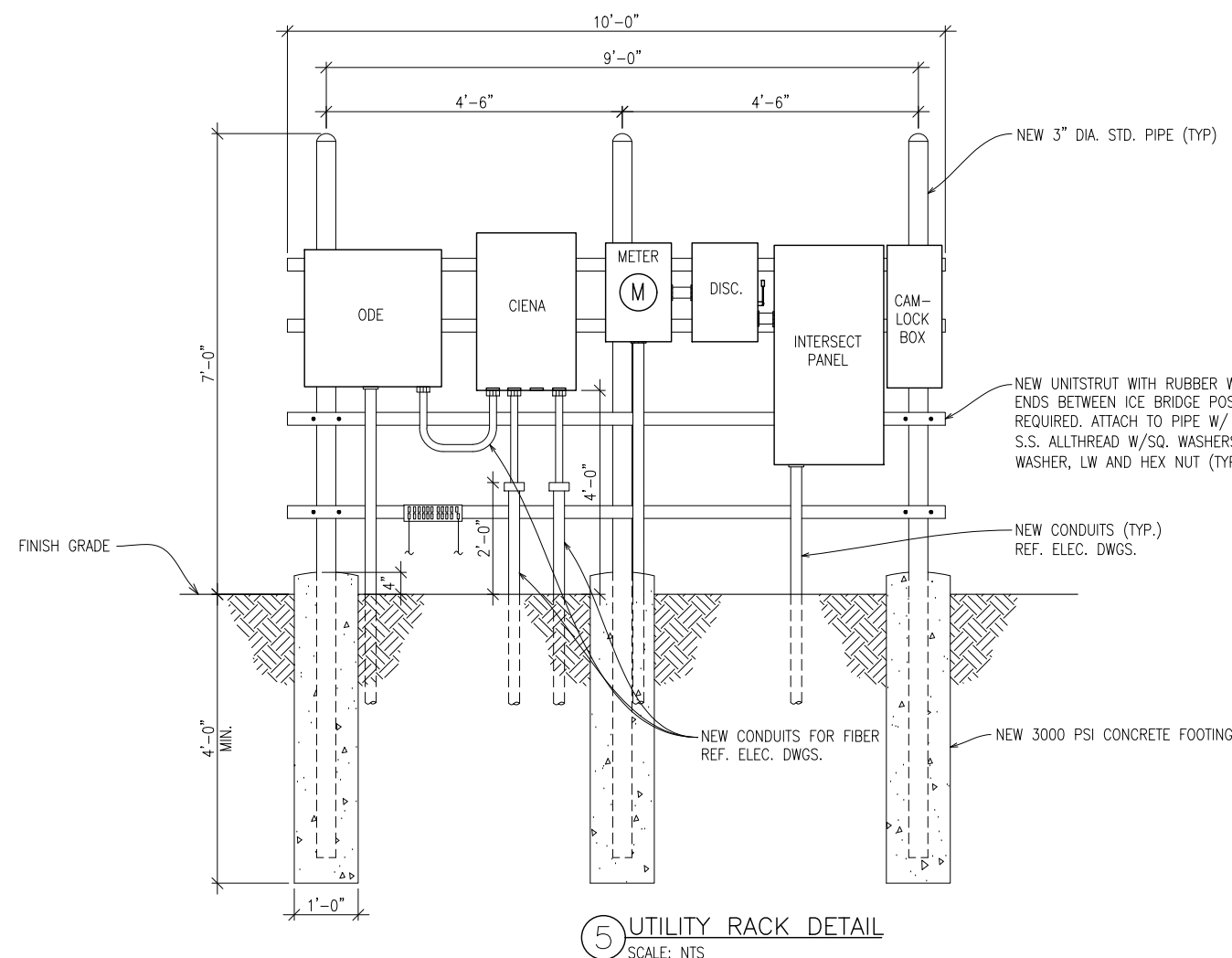
DETAILS

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

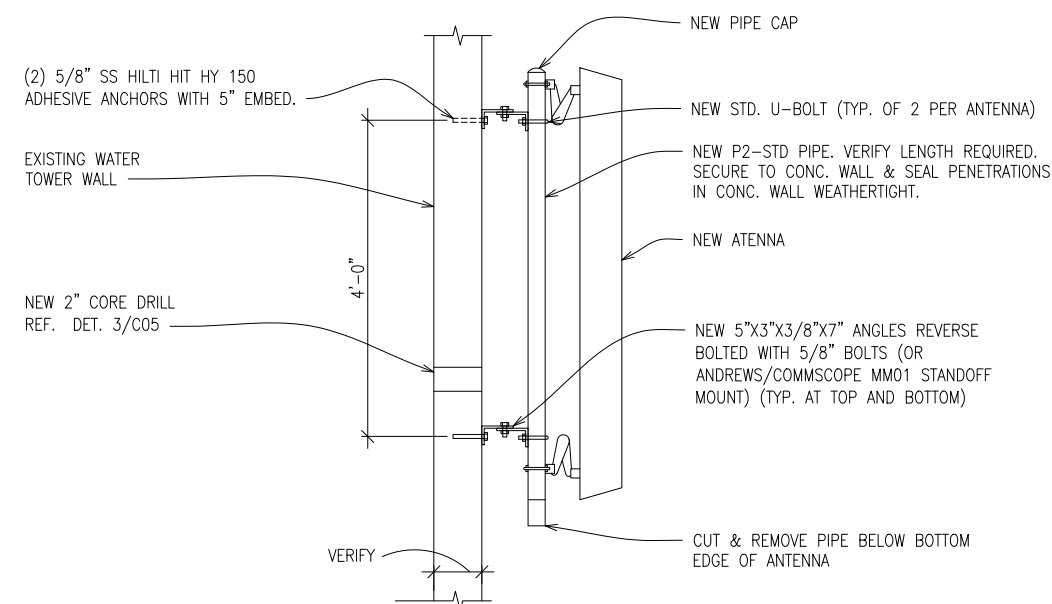
C04

Scale

Packet Pg. 47



Attachment: Proposed AT&T LFEST Plans (AT&T Lease Agreement)



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SITE NUMBER
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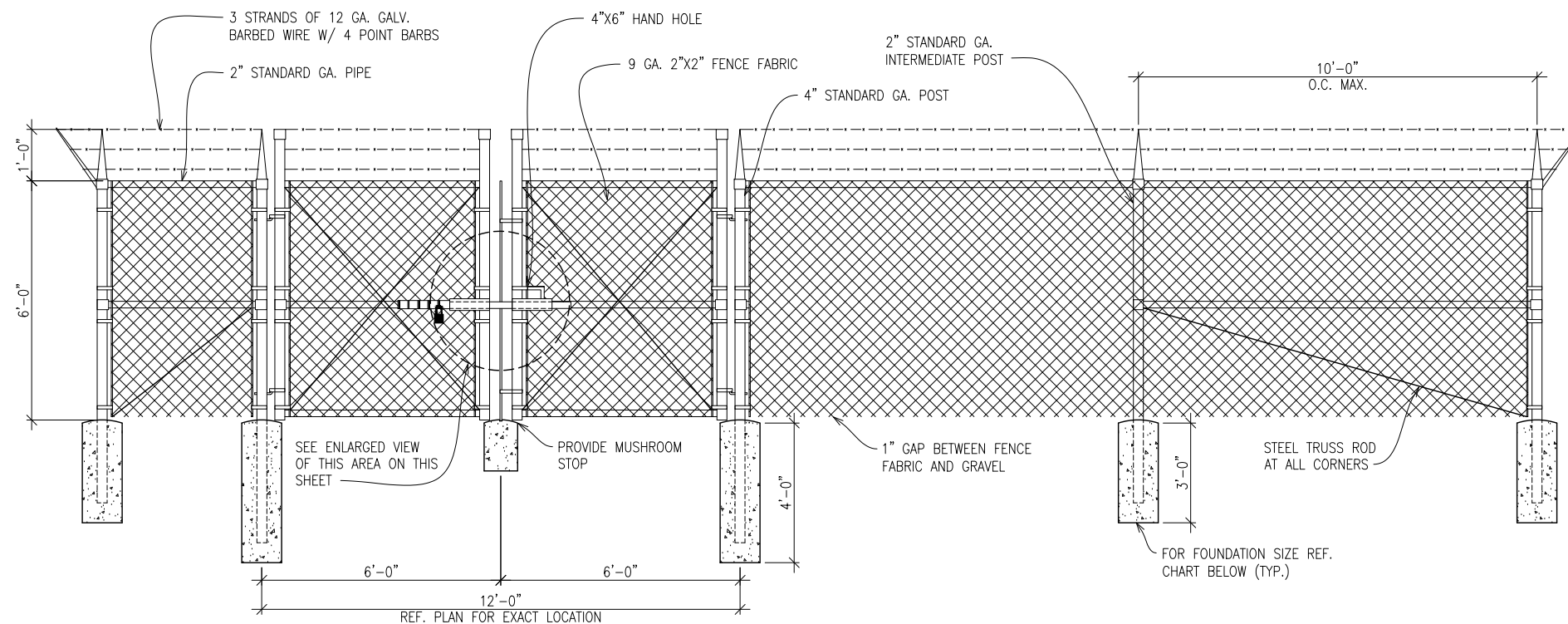
SITE NAME
LIGHT FARMS
WATER TOWER

DETAILS

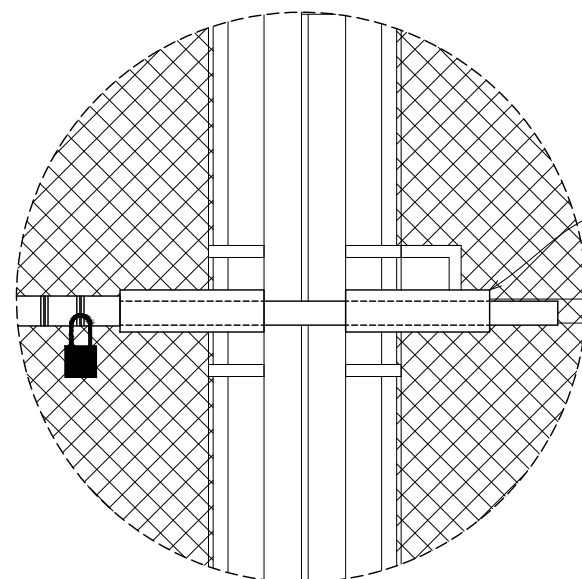
Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

C06

Scale

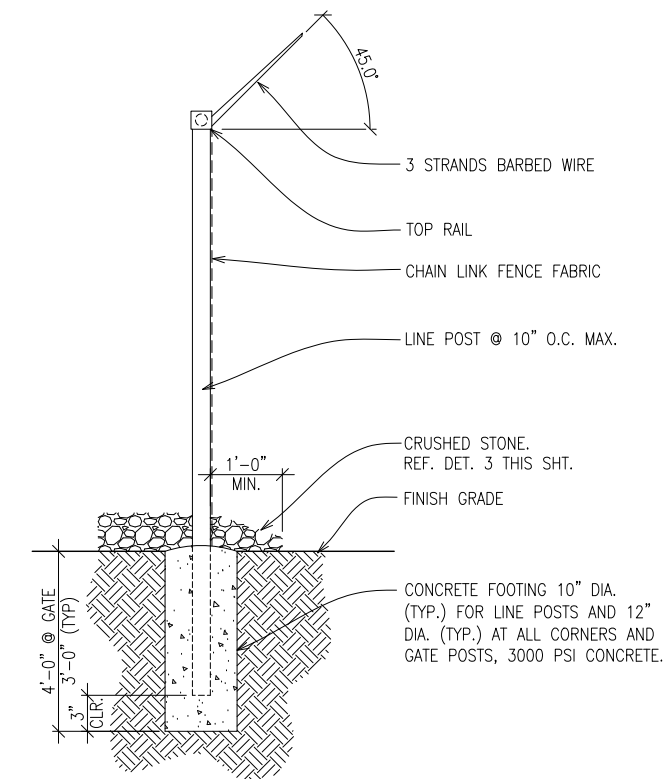


1 CHAIN LINK FENCE DETAIL
SCALE: NTS



— CONTRACTOR TO SUPPLY AND
INSTALL A STYMIE LOCK WITH A
COMBINATION MASTER LOCK
HAVING AN ELONGATED SHANK.
SET COMBINATION AS DIRECTED
BY CONSTRUCTION MANAGER

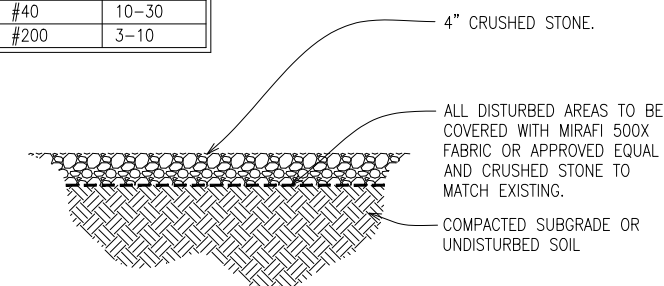
CHAIN LINK FENCE TABLE		
COMPONENT	DIMENSIONS	HARDWARE AND FEATURES
FABRIC	6' HIGH, 9 GA., 2" ZINC COATED MESH	SELVEDGE TOP AND BOTTOM
WIRE	BARBED WIRE WITH 4 BARBS	3 RUNS
EXTENSION ARMS	STAMPED STEEL WITH MALLEABLE IRON BASE	45 DEGREE, ANGLED OUTWARD
ALL POSTS SHALL BE SCHEDULE 40 HOT DIPPED GALVANIZED PIPE		
END AND CORNER POSTS	3" STD. GA. PIPE (SCH 40)	36" (DEPTH) X 12" (DIAMETER) CONCRETE FOOTING
LINE POSTS	2" STD. GA. PIPE (SCH 40)	36" (DEPTH) X 10" (DIAMETER) CONCRETE FOOTING
DRIVEWAY GATE POSTS	4" STD. GA. PIPE (SCH 40)	48" (DEPTH) X 12" (DIAMETER) CONCRETE FOOTING
WALKWAY GATE POSTS	3" STD. GA. PIPE (SCH 40)	36" (DEPTH) X 12" (DIAMETER) CONCRETE FOOTING
TOP RAILS	1 1/2" STD. GA. PIPE (SCH 40)	ATTACHED WITH PROPER FITTING
MID RAILS	1 1/2" STD. GA. PIPE (SCH 40)	ATTACHED WITH PROPER FITTING
BRACE RODS	3/8" STEEL TRUSS	ATTACHED WITH PROPER FITTING
BOTTOM TENSION WIRE	7 GA. 1900 LB. TENSILE STRENGTH	ALL SIDES
TENSION BARS	3/16" X 3/4" FULL HEIGHT OF FABRIC	SPACE TENSION BANDS 15"± O.C.
TENSION WIRE	9 GA. ALUMINUM	12" O.C. FOR LINE POSTS AND GATES 24" O.C. FOR RAILS AND TENSION WIRE
GATE FRAME	2" STD. GA. PIPE (SCH 40)	WELDED ASSEMBLY, COLD GA. AND SILVER PAINT WELDED AREAS
POST CAPS	PER POST DIAMETER	ALL POSTS
POST, RAIL AND GATE FITTINGS	AS REQUIRED	STAMPED STEEL OR MALLEABLE CASTING
GATE HINGES	AS REQUIRED	OFFSET TYPE W/ 180° SWING
DOUBLE GATE LATCH	AS REQUIRED	DUCKBILL LATCH ON ACTIVE LEAF, DROP BOLTS ON BOTH LEAFS
GATE STOPS (CLOSED POSITION)	AS REQUIRED	MUSHROOM STOP SET IN CONCRETE
GATE STOPS (OPEN POSITION)	AS REQUIRED	AS REQUIRED



2 FENCE POST DETAIL
SCALE: NTS

CLASS 7 GRADATION SCHEDULE	
SIEVE SIZE	% PASSING
1 1/2"	100
1"	60-100
3/4"	50-90
3/8"	-
#4	25-55
#10	-
#40	10-30
#200	3-10

NOTE:
MINIMUM STONE THICKNESS
SHALL BE 4" OF CLASS 7
OR OTHER APPROVED
MATERAIL. (SEE GRADIATION
SCHEDULE THIS SHEET)



3 GEOTEXTILE FABRIC DETAIL

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SITE NAME
LIGHT FARMS
WATER TOWER

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

Scale

Diagram of a 10" wide information sign. The sign has a green header with the word **INFORMATION** in white. Below the header, the text reads: **Federal Communications Commission
Tower Registration Number**. Below this is a placeholder for a registration number, shown as **XXXXXXX**. At the bottom, it states: **Posted in accordance with Federal Communications
Commission rules on antenna tower registration
47CFR 17.4(g)**. The sign has rounded corners, indicated by a callout from the text "ROUNDED CORNERS (TYP.)". A vertical dimension line on the right indicates a height of 1 1/4".

② FCC INFO SIGN DETAIL

1 NOT USED
SCALE: N.T.S



3 RF FIELD SIGN DETAIL
SCALE: NTS



4 TOWER CLIMBING SIGN DETAIL
SCALE: NTS



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STAMP:

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SITE NUMBER
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SITE NAME
LIGHT FARMS
WATER TOWER

DETAILS

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

C08

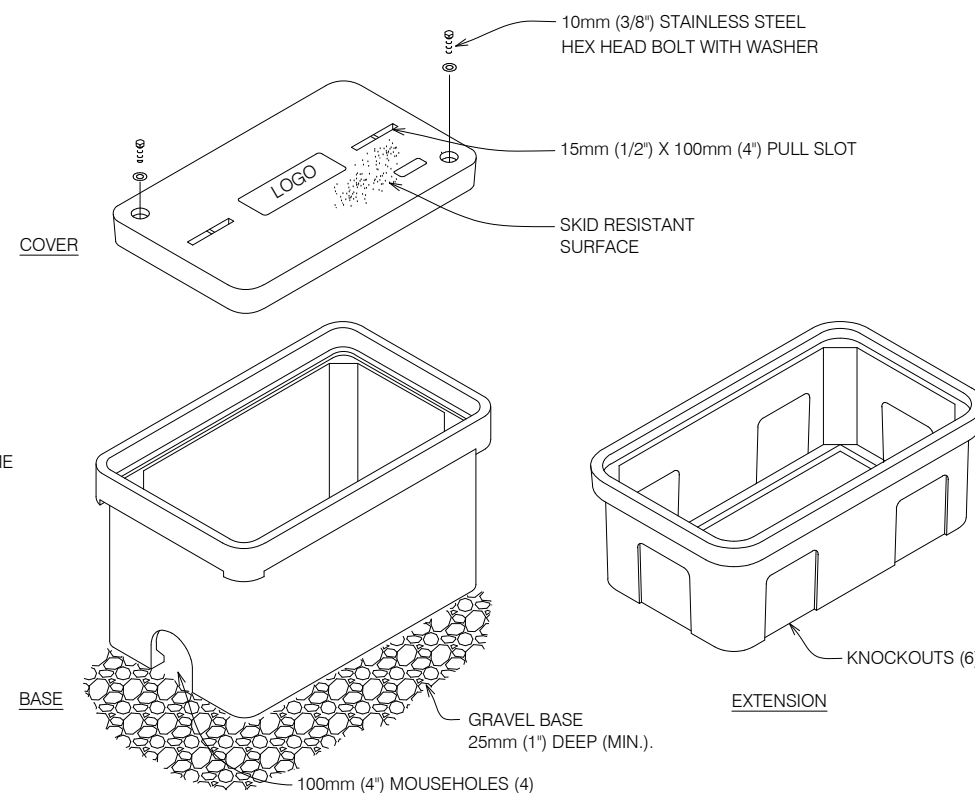
Scale

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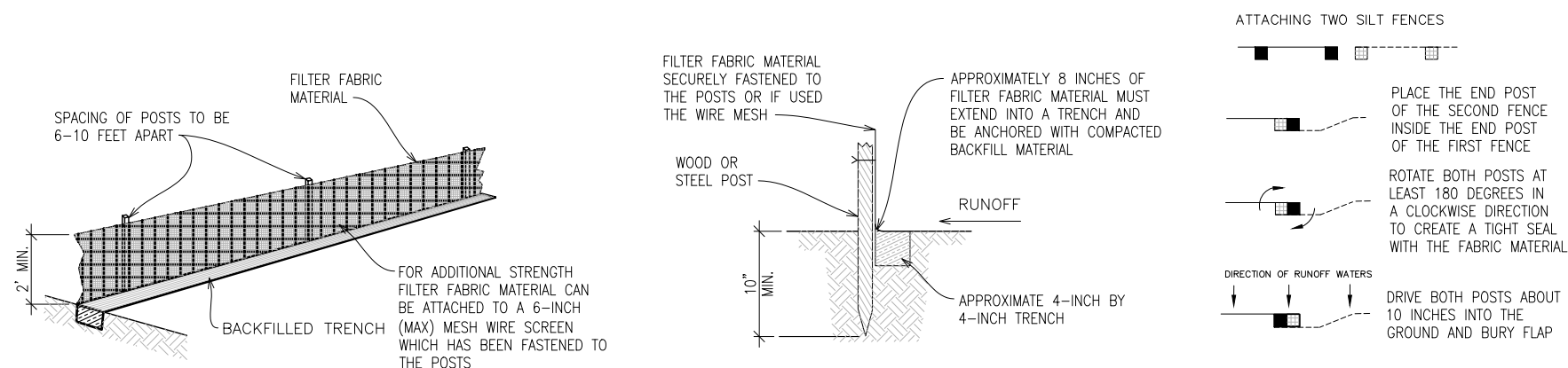
NOTE:
THIS INFORMATION MAY NOT CONTAIN ALL DETAILS
REQUIRED FOR CONSTRUCTION. APPROPRIATE
MODIFICATION MAY BE REQUIRED TO ENSURE
SUITABILITY OF THESE DRAWINGS FOR THE SPECIFIC
APPLICATION. IT IS THE USER'S RESPONSIBILITY TO
ENSURE INSTALLATION OF THE EQUIPMENT/SYSTEM IS
IN ACCORDANCE WITH BUILDING/PROJECT
SPECIFICATIONS, APPLICABLE CODES AND STANDARDS.

NOTES:

1. PROVIDE STANDARD HANDHOLE. COVER COLOR SHALL BE AS SPECIFIED BY THE NIH.
2. PROVIDE 25mm (1") X 10mm (3/8") BELL PULL SLOT FOR EACH HANDHOLE.
3. COVER, RING AND BOX SHALL BE MADE OF SAME MATERIAL.
4. PROVIDE IMPRINTED LOGO TO MATCH.



1 TYPICAL HAND HOLE DETAIL- AS REQUIRED
SCALE: NTS



② SILT FENCE DETAIL (AS REQUIRED)
SCALE: NTS



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[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

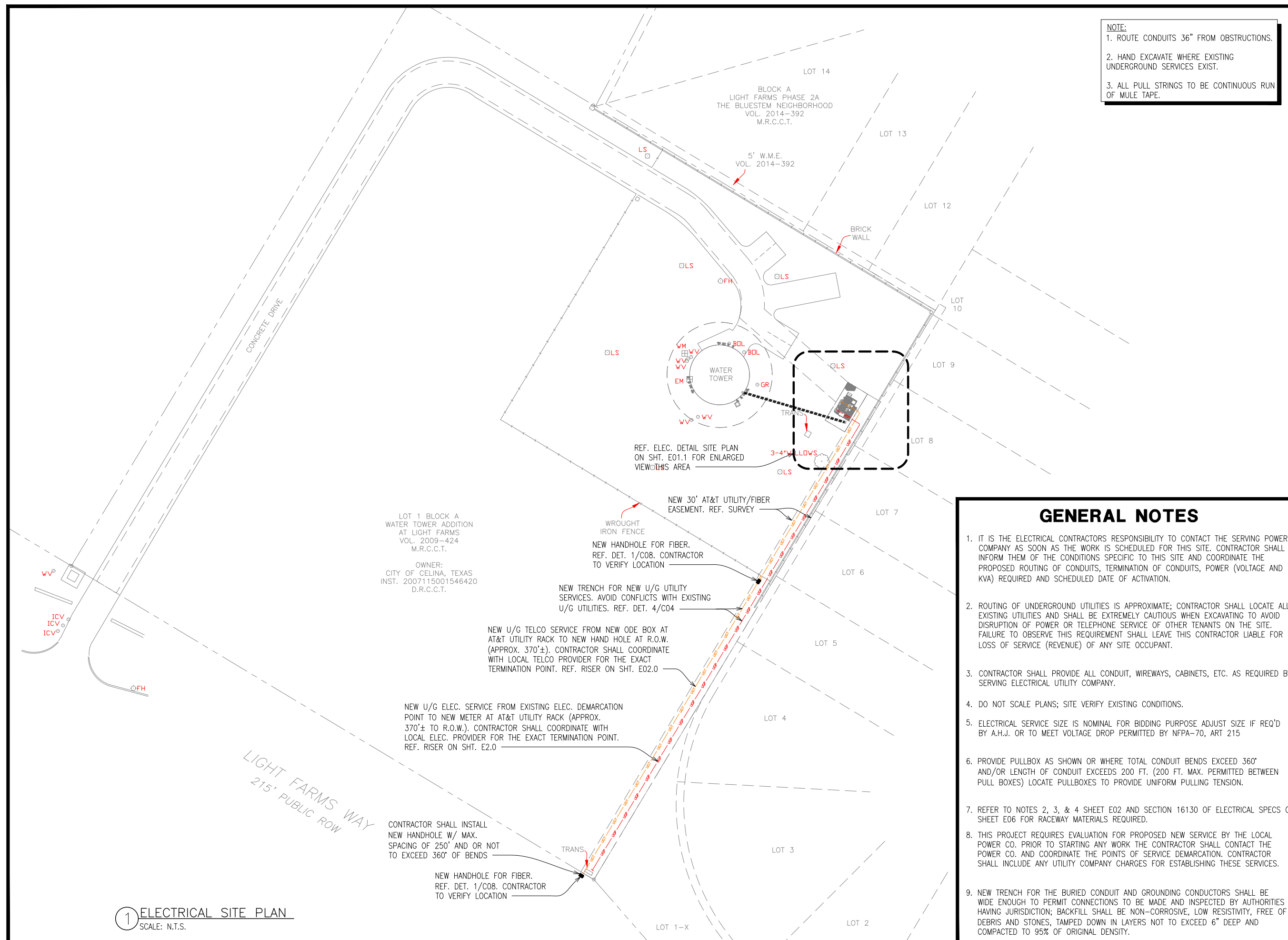
ELECTRICAL SITE PLAN

Project number	17-1045
Date	03/01/1
Drawn by	JAN
Checked by	Z

E01.0

Scale

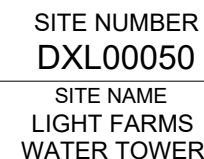
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Project number	17-10450
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Checked by	ZG

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1. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO CONTACT THE SERVING POWER COMPANY AS SOON AS THE WORK IS SCHEDULED FOR THIS SITE. CONTRACTOR SHALL INFORM THEM OF THE CONDITIONS SPECIFIC TO THIS SITE AND COORDINATE THE PROPOSED ROUTING OF CONDUITS, TERMINATION OF CONDUITS, POWER (VOLTAGE AND KVA) REQUIRED AND SCHEDULED DATE OF ACTIVATION.
2. ROUTING OF UNDERGROUND UTILITIES IS APPROXIMATE; CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES AND SHALL BE EXTREMELY CAUTIOUS WHEN EXCAVATING TO AVOID DISRUPTION OF POWER OR TELEPHONE SERVICE OF OTHER TENANTS ON THE SITE. FAILURE TO OBSERVE THIS REQUIREMENT SHALL LEAVE THIS CONTRACTOR LIABLE FOR LOSS OF SERVICE (REVENUE) OF ANY SITE OCCUPANT.
3. CONTRACTOR SHALL PROVIDE ALL CONDUIT, WIREWAYS, CABINETS, ETC. AS REQUIRED BY SERVING ELECTRICAL UTILITY COMPANY.
4. DO NOT SCALE PLANS; SITE VERIFY EXISTING CONDITIONS.
5. ELECTRICAL SERVICE SIZE IS NOMINAL FOR BIDDING PURPOSE ADJUST SIZE IF REQ'D BY A.H.J. OR TO MEET VOLTAGE DROP PERMITTED BY NFPA-70, ART 215
6. PROVIDE PULLBOX AS SHOWN OR WHERE TOTAL CONDUIT BENDS EXCEED 360° AND/OR LENGTH OF CONDUIT EXCEEDS 200 FT. (200 FT. MAX. PERMITTED BETWEEN PULL BOXES) LOCATE PULLBOXES TO PROVIDE UNIFORM PULLING TENSION.
7. REFER TO NOTES 2, 3, & 4 SHEET E02 AND SECTION 16130 OF ELECTRICAL SPECS ON SHEET E06 FOR RACEWAY MATERIALS REQUIRED.
8. THIS PROJECT REQUIRES EVALUATION FOR PROPOSED NEW SERVICE BY THE LOCAL POWER CO. PRIOR TO STARTING ANY WORK THE CONTRACTOR SHALL CONTACT THE POWER CO. AND COORDINATE THE POINTS OF SERVICE DEMARCATION. CONTRACTOR SHALL INCLUDE ANY UTILITY COMPANY CHARGES FOR ESTABLISHING THESE SERVICES.

9. NEW TRENCH FOR THE BURIED CONDUIT AND GROUNDING CONDUCTORS SHALL BE WIDE ENOUGH TO PERMIT CONNECTIONS TO BE MADE AND INSPECTED BY AUTHORITIES HAVING JURISDICTION; BACKFILL SHALL BE NON-CORROSIVE, LOW RESISTIVITY, FREE OF DEBRIS AND STONES, TAMPED DOWN IN LAYERS NOT TO EXCEED 6" DEEP AND COMPACTED TO 95% OF ORIGINAL DENSITY.

NOTES: BY REFERENCE ○

- 1 EMERSON POWER CABINET WITH AUTOMATIC TRANSFER SWITCH.
- 2 PROPOSED 3" SCH 40 PVC ELECTRIC CONDUIT WITH 3-#3/0 & 1-#6 GROUND (THW) (GENERATOR POWER)
- 3 REFER TO GROUND ROD WITH ACCESS AREA DETAIL 2/E04.
- 4 NEW 200A 1Ø3W 240/120V METER SOCKET IN NEW NEMA 3R METER BASE BY ELECTRIC SERVICE PROVIDER.
- 5 PROPOSED 1" SCH 40 PVC ELECTRIC CONDUIT WITH 6-#12 (BATTERY CHARGER & BLOCK HEATER POWER).
- 6 PROPOSED 1" SCH 40 PVC ELECTRIC CONDUIT WITH 2-#12 THW (GENERATOR START CONTROL CIRCUIT) AND 6PR-#22 SOLID (SHIELDED RS485) (GENERATOR ALARM AND D.C. POWER).
- 7 5/8" DIAMETER X 10' COPPER CLAD GROUND RODS. DRIVE TOP TO 18" BELOW SURFACE. INSTALL GROUND ROD INSPECTION PORT (RE: 2/E04).
- 8 GROUNDING ELECTRODE CONDUCTOR (#1/0 CU) IN 1" PROTECTIVE CONDUIT.
- 9 3" SCHED. 40 PVC CONDUIT W/ MULE TAPE FOR FIBER.
- 10 1 1/4" LIQUID TIGHT FLEX CONDUIT.
- 11 PROVIDE 3-3/0, 1#2G TYPE THWN IN 2" CONDUIT (IMC ABOVE GRADE, SCHED. 40 PVC BELOW GRADE).
- 12 NEW ODE BOX PROVIDED BY AT&T.
- 13 NEW SERVICE ENTRANCE RATED FUSED 1Ø3W 240/120V DISCONNECT SWITCH IN NEMA 3R ENCLOSURE WITH COPPER SOLID NEUTRAL AND GROUNDING BAR.
- 14 NEW AT&T 200A INTERSECT PANEL WITH CAM-LOCK BOX.
- 15 NEW AT&T CIENA 3931. CONTRACTOR TO PROVIDE VERTICAL UNISTRUT AT 15 3/8" SPACING ON H-FRAME TO MOUNT CIENA AT 48" ABOVE GROUND LEVEL TO BOTTOM OF CIENA.
- 16 PROVIDE NEW 6" GROUND BAR.
- 17 NEW 2" SCHED. 40 CONDUIT W/ (2) #12 (IF RUN IS GREATER THAN 450', USE #10) FOR DC POWER CIRCUIT FROM CIENA TO POWER PLANT.
- 18 NEW 2" SCHED. 40 CONDUIT FOR FIBER FROM CIENA TO SIAD AT AT&T PURCELL.
- 19 STUB UP AND CAP 2" CONDUITS AT 24" ABOVE GROUND LEVEL. PROVIDE NECESSARY FITTINGS FOR CONNECTION TO 1 1/4" CONDUITS AS REQUIRED.

GENERAL NOTES:

1. REFER TO GENERAL NOTES, SHEET E01 FOR SITE COORDINATION REQUIREMENTS
2. COORDINATE WITH CONSTRUCTION MANAGER TO OBTAIN CURRENT APPLICABLE TOWER GROUNDING REQUIREMENTS FROM AT&T WIRELESS.
3. USE TINNED COPPER (SOLID) FOR EXTERIOR GROUNDING (TYPICALLY #2 OR AS NOTED); USE STRANDED COPPER WIRE FOR GROUNDING WHERE NOT EXPOSED AND NOT IN CONTACT WITH EARTH (SEE NOTE 4 BELOW)
4. BURY ALL BARE GROUND WIRES 30" BELOW GRADE. LOCATE NO CLOSER THAN 3' FROM FENCE OR 24" FROM FOUNDATIONS. SLEEVE ALL FOUNDATIONS. CADWELD AND TEST CONDUCTIVITY OF ALL GROUND TIE POINTS.
5. TO MINIMIZE LIGHTNING DAMAGE, NO SHARP BENDS PERMITTED IN ANY WIRING, INCLUDING GROUNDING.
6. GROUND RODS TO BE COPPER CLAD STEEL 5/8" DIAMETER X 10'-0" LONG WITH TOPS BURIED 18" MINIMUM BELOW FINISHED GRADE, CADWELD TO GROUND RING. RODS SHALL BE SPACED 10' TO 15' ON CENTER ALONG THE GROUND RING.
7. PRIME AND EPOXY PAINT ALL EXPOSED CONDUIT TO MATCH EXTERIOR OF EQUIPMENT BUILDING.
8. ELECTRICAL CONTRACTOR SHALL CONNECT EXTERIOR GROUNDING WIRE TO GROUND RING INSIDE EQUIPMENT BUILDING. TOWER CONTRACTOR SHALL MAKE ALL ABOVE GROUND CONNECTIONS TO TOWER BUS BARS, AND WAVEGUIDE BRIDGES AT TIME OF CONNECTION TO TOWER. ONE CONNECTION TO THE TOWER BASE SHALL BE A MECHANICAL TYPE, ALL OTHERS SHALL BE CADWELDED. (SEE NOTE 10 BELOW)
9. CIVIL CONSTRUCTION CONTRACTOR SHALL BURY ALL GROUND RINGS. CIVIL CONSTRUCTION CONTRACTOR SHALL CADWELD PIGTAILS FOR ALL ABOVE GROUND CONNECTIONS AT TIME OF GROUND RINGS INSTALLATION.
10. PROTECT AND SUPPORT ALL WIRING SUCH THAT IT WILL NOT VIBRATE AGAINST OTHER METALLIC OBJECTS AND SUCH THAT THERE ARE NO SHARP BENDS (NOMINAL RADIUS 6" MIN.) CADWELD ALL CONNECTIONS WHERE POSSIBLE. AT TOWER OR LOCATION OF MULTIPLE CADWELD CONNECTIONS, IT MAY BE PERMISSIBLE TO MECHANICALLY BOLT A BUSS BAR TO GROUND OR TO SUPPORT STRUCTURE.

SYMBOLS LIST AND ABBREVIATIONS

	DIRECT BURIED BARE GROUND WIRE		
	UNDERGROUND ELECTRICAL CONDUIT AND FEEDER		
	UNDERGROUND TELEPHONE CO. CONDUIT TO TELCO DEMARK POINT		
	GROUNDING RING		
	CONNECTION (CADWELD OR EXOTHERMIC WELD TO STRUCTURE OR DEVICE)		
	GROUNDING PORT, SEE DETAIL 2 SHEET E04		GROUND POINT SEE GROUNDING PLAN
	CONNECTION TO GROUND RING OR GROUND ROD. EXOTHERMIC WELD OR AS REQUIRED BY AUTHORITY HAVING JURISDICTION		
	PULL BOX NOMINAL 24"x24"x36" DEEP (WITH TRAFFIC LID WHERE VEHICULAR TRAFFIC IS LIKELY)		
X	INDICATES 2 HOT, 1 NEUTRAL, & 1 GROUND IN CONDUIT		
A.H.J.	AUTHORITY HAVING JURISDICTION		
CM	CONSTRUCTION MANAGER OR AGENT FOR AT&T		



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STAMP:

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SITE NUMBER
DXL00050

SITE NAME
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WATER TOWER

ELECTRICAL RISER DIAGRAM

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

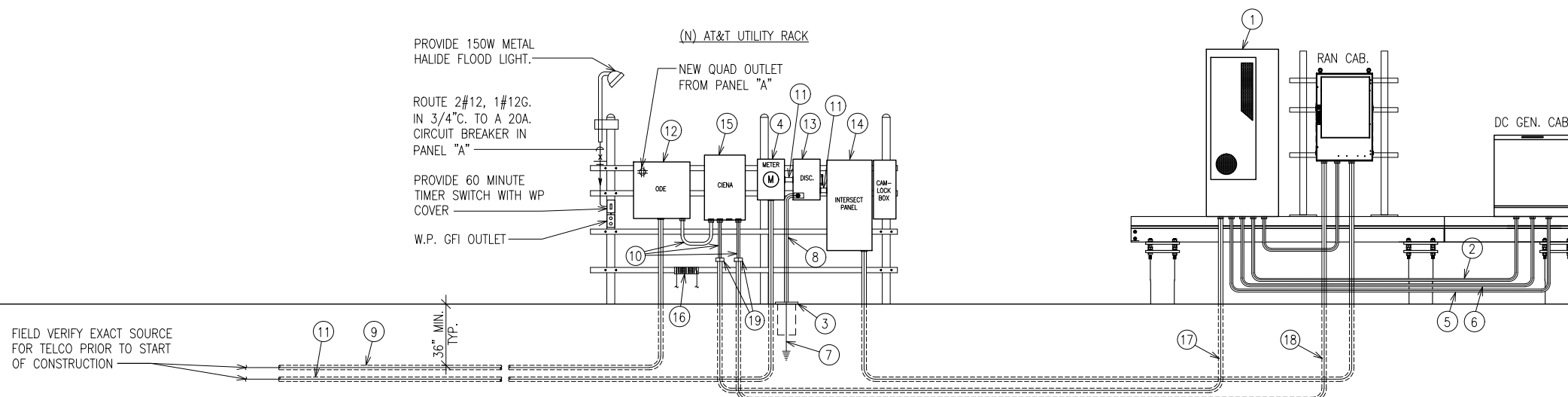
E02.0

Scale

Packet Pg. 54

NOTES:

1. VERIFY ALL EXISTING UNDERGROUND UTILITIES BEFORE TRENCHING.
2. ELECTRICAL CONTRACTOR SHALL CONTACT POWER CO. & TELE. CO. & VERIFY EXACT ROUTING/SIZES & CONDITIONS BEFORE TRENCHING.
3. INSTALL ALL CONDUITS & EQUIPMENT AS SPECIFIED BY POWER CO. & TELE. CO.
4. ALL PULL STRINGS SHALL BE CONTINUOUS RUN OF MULE TAPE.



1 RISER DIAGRAM
SCALE: NTS

Attachment: Proposed AT&T LFEST Plans (AT&T Lease Agreement)



Engineer:
Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

	
SITE NUMBER DXL00050	
SITE NAME LIGHT FARMS WATER TOWER	
ELECTRICAL PANEL SCHEDULE	
Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG
E02.1	
Scale	

1 AT&T AC PANEL-A SCHEDULE
SCALE: NTS

Engineer:
Celeris Group Consulting Engineers
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

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SITE NUMBER
DXL00050

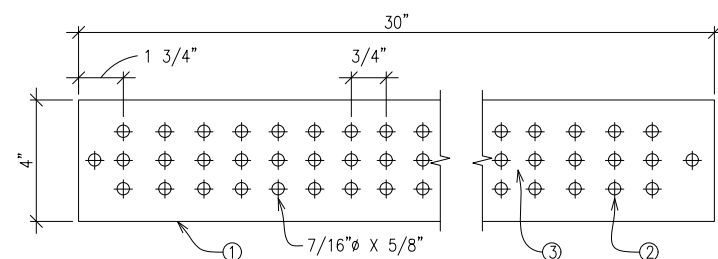
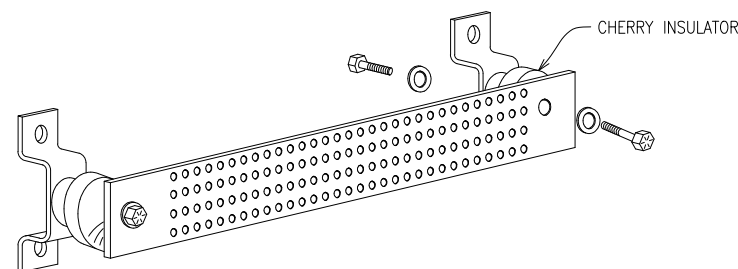
SITE NAME
LIGHT FARMS
WATER TOWER

ELECTRICAL DETAILS

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

E04

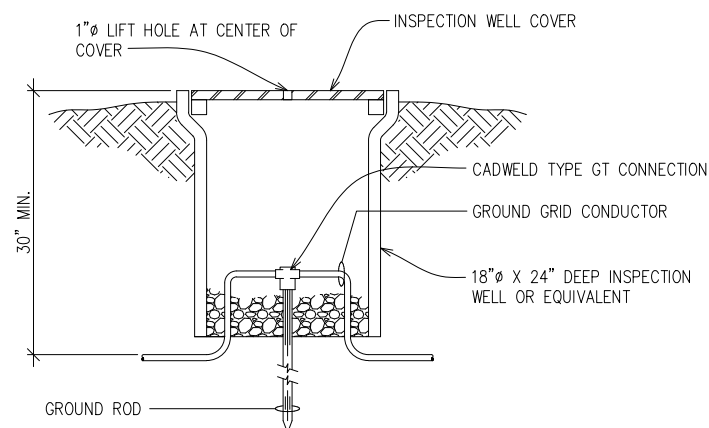
Scale



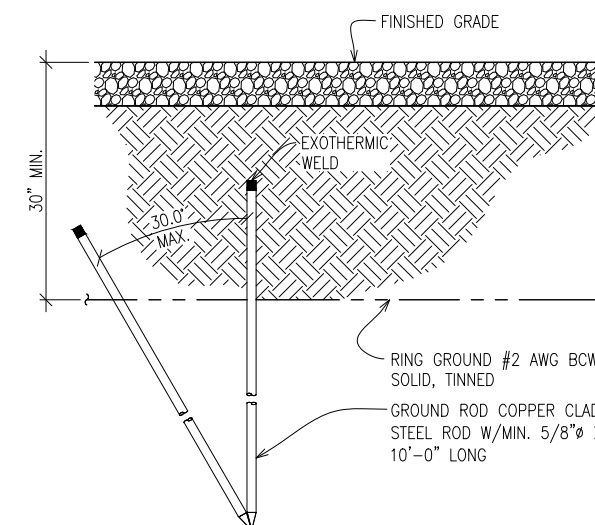
NOTES:

1. TINNED COPPER GROUND BUSS BAR, 1/4"x4"x30", WITH NON-INSULATED MOUNTING KIT OR EQUIVALENT.
2. GROUND BAR SHALL BE SIZED TO ACCOMMODATE ALL GROUNDING CONNECTIONS REQUIRED PLUS PROVIDE 50% SPARE CAPACITY
3. APPLY CONDUCTIVE LUBRICANT (NO-OX COMPOUND OR APPROVED EQUIVALENT) TO EXPOSED AREA OF GROUND BAR.

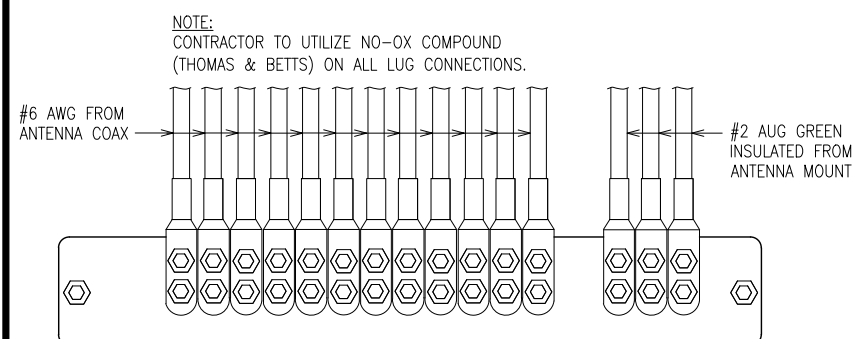
1 MASTER GROUND BAR DETAIL
SCALE: NTS



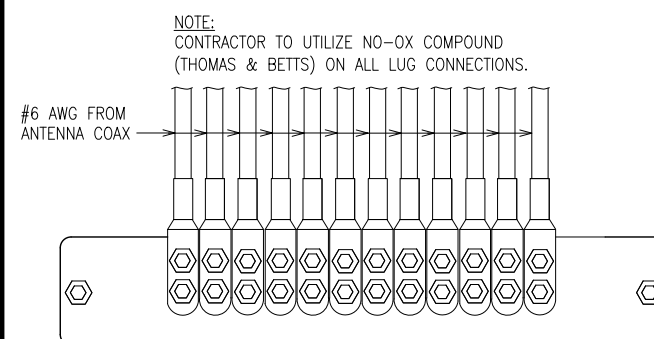
② INSPECTION WELL DETAIL
SCALE: NTS



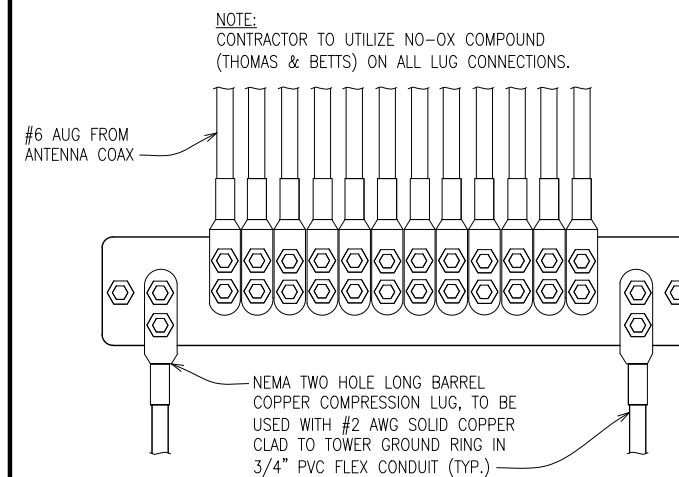
3 GROUND ROD DETAIL
SCALE: NTS



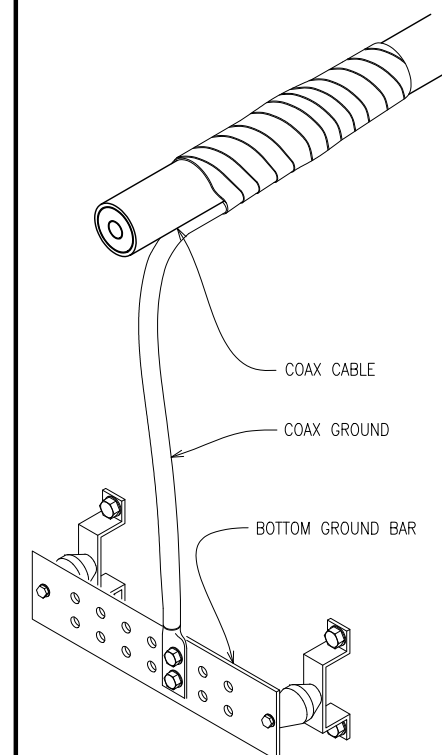
4 UPPER GROUND BAR DETAIL
SCALE: NTS



5 MIDDLE GROUND BAR DETAIL (IF REQUIRED)
SCALE: NTS



6 LOWER GROUND BAR DETAIL
SCALE: NTS



7 COAX GROUNDING DETAIL
SCALE: NTS

Engineer:
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Arlington, TX 76006
Phone: 817-446-1700
Fax: 817-460-0677
Registration No: F-13992

STAMP:

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

ELECTRICAL DETAILS

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

E05

Scale

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16000 SCOPE OF WORK:

1. THE REQUIREMENTS PRESENTED IN THESE SPECIFICATIONS PERTAINS TO ELECTRICAL INSTALLATION OF A COMPLETELY NEW POWER RACEWAY SYSTEM FOR THE AT&T WIRELESS INSTALLATION TO THE EXTENT REQUIRED BY THESE CONTRACT DOCUMENTS.

IN GENERAL, THE ELECTRICAL CONTRACTOR (HEREAFTER ALTERNATELY REFERRED TO AS 'CONTRACTOR') SHALL PROVIDE OR RESTORE THE FOLLOWING EXISTING SYSTEMS:

A. CONDUIT AND RACEWAYS FOR ALL DEVICES, EQUIPMENT, GROUND BUSES AND GROUND RODS INDICATED ON THE ELECTRICAL PLANS.

B. CONTRACTOR SHALL RUN FEEDERS SHOWN TO SUPPLY POWER TO ALL EQUIPMENT INDICATED PRIOR TO BID. CONTRACTOR SHALL DETERMINE ANY ADDITIONAL POWER OR GROUNDING WHICH MAY BE REQUIRED DEPENDING ON EQUIPMENT SPECIFIC TO THIS SITE AND BUILDING ENCLOSURE.

2. CONTRACTOR(S) WISHING TO BID THIS WORK SHALL BE ABLE TO DEMONSTRATE A MINIMUM OF 5 YEARS PREVIOUS EXPERIENCE WITH THIS TYPE OF PROJECT AND SHALL, IF REQUESTED, SUPPLY DOCUMENTATION TO SUPPORT THIS REQUIREMENT OF QUALIFICATION.

3. EACH QUALIFIED BIDDER SHALL OBTAIN ALL PROPER BID FORMS AND SHALL VISIT THE SITE TO DETERMINE ACTUAL EXISTING CONDITIONS PRIOR TO PREPARING A BID.

4. CONTRACTOR SHALL NOTE THAT IF THIS CURRENTLY HOSTS ONE OR MORE OTHER TENANTS WITH TELEPHONE AND/OR ELECTRICAL SERVICE, CONTRACTOR SHALL NOT CAUSE LOSS OF POWER, COMMUNICATION OR ANY REQUIRED SERVICES TO AT&T WIRELESS OR ANY OTHER SITE OCCUPANT IN ANY MANNER WITHOUT EXPRESS WRITTEN DIRECTION BY AT&T WIRELESS CONSTRUCTION SUPERVISION. THE CONTRACTOR SHALL BE LIABLE FOR ANY LOSS OF REVENUE TO ANY SITE OCCUPANT BECAUSE OF ANY NONSCHEDULED OUTAGES AS DETERMINED BY CONTRACT AGREEMENT WITH AT&T WIRELESS.

16001 GENERAL: IT IS THE INTENTION OF THESE SPECIFICATIONS AND THE RELATED PLANS TO SHOW COMPLETE, PROPERLY FUNCTIONING SYSTEMS. ALL SYSTEMS, WIRING AND RACEWAYS SHALL BE INSTALLED PER NFPA-70 (APPLICABLE) AND AUTHORITY HAVING JURISDICTION

16002 SPECIAL CONDITIONS FOR ELECTRICAL WORK:

1. THE CONSTRUCTION DOCUMENTS INCLUDING BUT NOT LIMITED TO THESE PLANS, SPECIFICATIONS, AND CONTRACTS ARE ISSUED FOR INFORMATION TO BE COMPLIED WITH BY THE ELECTRICAL CONTRACTOR AND ANY OR ALL SUBCONTRACTORS AND TRADES EMPLOYED ON THIS PROJECT BY THE ELECTRICAL CONTRACTOR, HEREAFTER REFERRED TO AS CONTRACTOR.

2. THE TERM "CONTRACTOR" IN THIS SECTION REFERS TO THE CONTRACTOR WHOSE WORK IS COVERED BY THIS ELECTRICAL SPECIFICATION.

3. ALL WORK SHALL BE DONE AND TESTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND WITH LOCAL AND NATIONAL CODES. REPORT SUPPOSED CONFLICTS WITH PLANS AND SPECIFICATIONS IMMEDIATELY TO THE CONSTRUCTION SUPERINTENDENT WHO WILL ISSUE INSTRUCTIONS OR ADDENDA TO RESOLVE SUCH CONFLICT. IN NO CASE SHALL A CONTRACTOR BASE ITS BID ON WORK THAT WILL NOT BE ACCEPTABLE TO CODE AND THESE CONTRACT DOCUMENTS. NO CONSIDERATION SHALL BE GIVEN TO REQUESTS FOR EXTRA COMPENSATION TO BRING THE BASE WORK INTO CONFORMANCE WITH THESE DOCUMENTS.

4. ALL MATERIAL FOR WHICH THERE IS A CATEGORY FOR TESTING BY UL OR CSA SHALL BE SO TESTED, LISTED AND LABELED.

5. AS MENTIONED ABOVE, IT IS THE INTENT OF THESE DOCUMENTS TO PRODUCE A COMPLETE AND FINISHED ELECTRICAL SYSTEM TO THE EXTENT SHOWN IN THESE CONTRACT DOCUMENTS. THE AT&T WIRELESS CONSTRUCTION MANAGER SHALL BE THE FINAL AUTHORITY FOR ACCEPTANCE OF THE WORK. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COORDINATING HIS WORK WITH OTHER TRADES AND WITH HIS SUBCONTRACTORS AS NECESSARY TO PROVIDE A FINAL AND COMPLETE ELECTRICAL INSTALLATION.

6. THE CONTRACTOR SHALL EMPLOY ONLY SKILLED, EXPERIENCED, AND WHEN REQUIRED, LICENSED SUB CONTRACTORS AND WORKERS. MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS, IN ACCORDANCE WITH THE BEST TRADE PRACTICES AND IN A NEAT AND WORKMAN LIKE MANNER. WORK WHICH IN THE OPINION OF THE CONSTRUCTION MANAGER DOES NOT CONFORM TO THE INTENT OF THESE PLANS AND SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

7. THE PLANS AND DETAILS ARE DIAGRAMMATIC IN NATURE. COORDINATE THE LOCATION OF ITEMS NOT CLEARLY DIMENSIONED WITH THE CONSTRUCTION SUPERINTENDENT.

8. SECURE ALL NECESSARY PERMITS, LICENSES AND INSPECTIONS AND PAY ALL REQUIRED FEES, TESTS AND WAGE SCALES THAT MAY BE REQUIRED. THE CONTRACTOR SHALL INCLUDE THE FINAL INSPECTION CERTIFICATE IN FINAL DOCUMENTS.

9. THE CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING THE EXISTING SITE CONDITIONS. HE SHALL VISIT THIS SITE (BY APPOINTMENT) AT ANY REASONABLE TIME.

10. LOCATIONS OF UTILITY CONNECTIONS SHOWN ON THE SITE ARE APPROXIMATE AND ARE BASED ON SITE OBSERVATIONS. ACTUAL UTILITY CONNECTIONS AND EXACT LOCATIONS MAY VARY SLIGHTLY. THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES INVOLVED PRIOR TO BID TO CONFIRM THE ACTUAL CONDITIONS OF CONNECTION. THE CONTRACTOR INCLUDE IN HIS BID THE ACTUAL CONDITIONS OF CONNECTION AND ANY FEES REQUIRED BY THE UTILITY FOR PROPOSED NEW 200 AMP, 240/120 VAC SINGLE PHASE UTILITY SERVICE. THE CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL COMPANY CONCERNING ITEMS WHICH HE MUST PROVIDE AND THE CONSTRUCTION SCHEDULE.

11. AFTER COMPLETION OF THE WORK AND BEFORE FINAL INSPECTION, THE CONTRACTOR SHALL THOROUGHLY CLEAN EACH EXPOSED DEVICE, PIECE OF EQUIPMENT AND FIXTURE TO THE SATISFACTION OF THE CONSTRUCTION SUPERINTENDENT.

12. THE CONTRACTOR SHALL SUBMIT ALL MATERIALS LISTED BELOW TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. FAILURE TO OBTAIN APPROVAL ON MATERIAL SHALL BE CAUSE FOR CONTRACTOR TO REMOVE ANY MATERIALS NOT APPROVED AND REPLACE THEM AT HIS OWN EXPENSE AND WITH NO ALLOWANCE IN THE TIME ALLOWED FOR CONSTRUCTION.

SUBMITTALS: (PROVIDE IN QUANTITY REQUESTED BY THE CONSTRUCTION MANAGER)

THE FOLLOWING MINIMUM ITEMS SHALL BE SUBMITTED AT THE SAME TIME UNDER ONE COVER IN THE ORDER LISTED:

TAB ONE: WIRE, CONDUIT, GROUND RODS, GROUND BUSES, ELECTRICAL (CAD) WELD DEVICES, METALLIC SHEATHED FLEXIBLE CONDUIT, OUTLET AND PULL BOXES.

TAB TWO: SWITCHES, ENCLOSURES, CABINETS, TIMERS, AND RECEPTACLES

TAB THREE: PANEL BOARDS, DISCONNECT SWITCHES (DESIGNATE USE OF EACH), FUSES, AND CIRCUIT BREAKERS OR OTHER CONTROL DEVICES.

13. THE CONTRACTOR SHALL GUARANTEE THAT ALL WORK PERFORMED UNDER THIS CONTRACT IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR ONE YEAR (MINIMUM) FOLLOWING FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL RESPOND TO REQUESTS FOR SERVICE IN A TIMELY MANNER APPROPRIATE TO THE SERVICE REQUESTED, THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY ITEMS FOUND TO BE DEFECTIVE WITHIN THE GUARANTEE PERIOD AT NO COST TO THE OWNER.

14. THE CONTRACTOR SHALL MAINTAIN ON THE SITE A SET OF CONSTRUCTION DOCUMENTS MARKED IN RED TO SHOW THE ACTUAL CONDITIONS OF CONSTRUCTION. LOCATIONS OF EQUIPMENT AND ROUTING OF SYSTEMS SHALL BE ACCURATELY RECORDED DURING THE COURSE OF CONSTRUCTION. CONTRACTOR SHALL FORWARD A REPRODUCIBLE COPY OF THE RECORD DRAWINGS TO AT&T WIRELESS AT THE COMPLETION OF CONSTRUCTION AND SHALL MAINTAIN THE ORIGINAL RECORD DRAWINGS FOR USE DURING THE GUARANTEE PERIOD. FINAL PAY REQUEST SHALL NOT BE APPROVED WITHOUT THIS FINALIZED INFORMATION IN ACCORDANCE WITH AT&T WIRELESS CLOSE OUT INSTRUCTIONS.

15. IN ADDITION TO THE ABOVE REQUIRED RECORD DRAWINGS, THE CONTRACTOR SHALL FURNISH TO AT&T WIRELESS AT THE COMPLETION OF THE WORK THE FOLLOWING DOCUMENTS:

TEST REPORTS, WARRANTIES, OPERATIONS AND MAINTENANCE MANUALS AND INFORMATION:

A. A CERTIFICATE OF GUARANTEE/WARRANTY SHOWING THE DATES OF BEGINNING AND ENDING OF THE WARRANTY

B. DOCUMENTS PERTINENT TO THE GUARANTEES AND WARRANTIES OF MANUFACTURERS.

C. WRITTEN INSTALLATION INSTRUCTIONS FOR EQUIPMENT INSTALLED ON THE PROJECT.

D. THREE SETS OF CUT SHEETS FOR EACH PIECE OF EQUIPMENT INSTALLED FOR ELECTRICAL SYSTEMS.

E. CERTIFIED RESISTANCE MEASUREMENT DATA AND DRAWINGS USED DURING CONSTRUCTION.

16. ALL MATERIALS SHALL BE NEW AND OF DOMESTIC, OR IF APPROVED, NAFTA MANUFACTURE. ALL ITEMS OF THE SAME TYPE ON THE PROJECT SHALL BE OF THE SAME MANUFACTURER.

17. PRODUCTS OF VARIOUS MATERIALS AND EQUIPMENT ARE SPECIFIED IN ORDER TO ESTABLISH A STANDARD OF QUALITY AND A BASIS OF DESIGN. OTHER SIMILAR MATERIALS MAY BE ACCEPTABLE AS SUBSTITUTIONS PROVIDED THEY MEET THE SAME STANDARDS OF QUALITY AND DESIGN CRITERIA IN THE OPINION OF THE ENGINEER. ALTERNATE ITEMS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE DECISION OF THE ENGINEER REGARDING ACCEPTABILITY SHALL BE FINAL. THE CONTRACTOR SHALL BEAR ALL COSTS, INCLUDING THAT OF OTHER TRADES AND THE DESIGN TEAM, ASSOCIATED WITH ACCOMMODATIONS FOR PERMITTED SUBSTITUTIONS.

- 16900 SPECIAL MODULAR CELL INSTALLATION GROUNDING INTEGRITY AND IMPEDANCE TESTING:
1. CONTRACTOR SHALL PRESENT MEASUREMENTS SHOWING CERTIFIED THIRD PARTY GROUND IMPEDANCE TESTING AS REQUIRED BY THE CONTRACT DOCUMENTATION. TESTING PER ANSI/IEEE STD 81-1983, IEEE GUIDE FOR MEASURING EARTH RESISTIVITY SHALL BE AS APPROVED BY AT&T WIRELESS CONSTRUCTION MANAGEMENT.
 2. THIS INSTALLATION SHALL BE GROUNDED WITH AN INTEGRATED (MULTI-POINT) GROUNDING SYSTEM.
 3. SURGE PROTECTION SHALL BE AT&T WIRELESS APPROVED EQUIPMENT. IT SHALL BE BONDED TO A GROUND BAR AT THE SERVICE ENTRANCE POINT THAT IS CONNECTED DIRECTLY TO THE GROUNDING ELECTRODE SYSTEM.
 4. REVIEW EXISTING INSTALLATION AND FOLLOW AT&T WIRELESS CELL SITE GROUNDING AND LIGHTNING PROTECTION STANDARDS REPORT PERCEIVED DIFFICULTIES WITH MEETING THIS CRITERIA WITH AT&T WIRELESS CONSTRUCTION MANAGEMENT. OTHER REQUIRED STANDARDS SHALL BE: NFPA-780 STANDARD FOR INSTALLATION OF LIGHTNING SYSTEMS AND POLY PHASE EQUIPMENT; AND, THE GROUNDS FOR LIGHTNING PROTECTION AND EMP PROTECTION', SECOND ED. BY ROGER R. BLOCK.
 5. THE ELECTRICAL CONTRACTOR SHALL PROVIDE BONDING STRAPS, CAD WELDING AND HARDWARE FOR EACH SEPARATE PIECE OF THE EQUIPMENT MOUNTING PLATFORM TO ASSURE THAT ALL PIECES ARE ELECTRICALLY CONNECTED. SUCH CONNECTIONS SHALL BE MADE AND TESTED TO DEMONSTRATE LOW ELECTRICAL RESISTANCE ACCEPTABLE TO AT&T WIRELESS BETWEEN ANY TWO POINTS ON THE PLATFORM, MOUNTS OR STRUCTURE.

Electrical Engineer:
Torres Engineering Services, Inc.
8237 Delafield Dr.
Ft. Worth, TX 76131
Phone: 682-556-0848
Registration No: F-10147

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

SITE NUMBER
DXL00050

SITE NAME
LIGHT FARMS
WATER TOWER

ELECTRICAL SPECIFICATIONS

Project number	17-10450
Date	03/01/18
Drawn by	JAC
Checked by	ZG

E06

Scale



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Jason Laumer, City Manager
 CC: Jason Laumer, City Manager
 Date: March 13, 2018
 Re: Atmos Rate Review Mechanism

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving a tariff authorizing an annual rate review mechanism ("RRM") as a substitution for the annual interim rate adjustment process defined by Section 104.301 of the Texas Utilities Code, and as negotiated between Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company") and the Steering Committee of Cities served by Atmos; requiring the company to reimburse cities' reasonable ratemaking expenses. (DeBuff)

Background Information:

The City of Celina, along with 171 other Mid-Texas Cities served by Atmos Energy Corporation, is a member of the Steering Committee of Cities Served by Atmos. This committee negotiates rate increase requests filed by Atmos.

This ordinance, per recommendation by the Steering Committee, updates the Rate Review Mechanism (RRM) for Atmos Energy Corporation. Contrary to the traditional GRIP (Gas Reliability Infrastructure Program legislation) rate review method, this mechanism allows cities to review and regulate gas utility rate increase requests, as well as evaluate Atmos' capital investments, operating expenses and other constituent elements of the retail rate. Additionally, it allows cities to recoup rate case expenses.

Revisions to the RRM Tariff include:

- Capturing the reduction in federal income tax rates from 35% to 21%, which should result in a rate reduction effective by mid-March, 2018
- Expanding the time period for cities to review Atmos' rate filing by two months to five months
- Reducing allowed expenses, per a rate order from the Railroad Commission in an Atmos Texas Pipeline rate case

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed this ordinance.

Supporting Documents:

- Proposed ordinance authorizing annual Rate Review Mechanism
- Rate Review Mechanism summary

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM (“RRM”) AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., MID-TEX DIVISION (“ATMOS MID-TEX” OR “COMPANY”) AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

WHEREAS, the City of Celina, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City and similarly-situated Mid-Tex municipalities created the Steering Committee of Cities Served by Atmos to efficiently address all rate and service matters associated with delivery of natural gas; and

WHEREAS, the Steering Committee formed an Executive Committee to direct legal counsel and to recommend certain specific actions to all aligned Mid-Tex Cities through resolution or ordinance; and

WHEREAS, pursuant to the terms of a November 2007 agreement between the Steering Committee and Atmos Mid-Tex that settled the Company’s interim rate filing under Section 104.301 of the Texas Utilities Code (a “GRIP” rate case), the Steering Committee and the Company collaboratively developed a Rate Review Mechanism (“RRM”) Tariff, ultimately

authorized by the City in 2008, that allows for an expedited rate review process as a substitute for the GRIP process; and

WHEREAS, the City has kept some form of a RRM Tariff in place until 2017 when it adopted an ordinance approving an RRM Tariff filing settlement and specifically calling for termination of the existing RRM Tariff and negotiation of a replacement RRM Tariff following the Railroad Commission's decision in a then-pending Atmos Texas Pipeline case (GUD No. 10580); and

WHEREAS, the Steering Committee's Executive Committee has recently approved a settlement with the Company on the attached RRM Tariff that contains certain notable improvements, from a consumer perspective, over the prior RRM Tariff, including a reduced rate of return on equity, acceptance of certain expense adjustments made by the Railroad Commission in the Order in GUD No. 10580, and the addition of two months to the time for processing a RRM Tariff application; and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM Tariff applications; and

WHEREAS, the Steering Committee's Executive Committee recommends that all Steering Committee member cities adopt this ordinance and the attached RRM Tariff; and

WHEREAS, the attached RRM Tariff is just, reasonable and in the public interest,

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the attached RRM Tariff re-establishing a form of Rate Review Mechanism is just and reasonable and in the public interest, and is hereby adopted.

Section 3. That Atmos Mid-Tex shall reimburse the Cities' reasonable expenses associated with adoption of this Ordinance and the attached RRM Tariff and in processing future RRM Tariff applications filed pursuant to the attached tariff.

Section 4. That to the extent any resolution or ordinance previously adopted by the City is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance , and the remaining provisions of this Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That this Ordinance shall become effective from and after its passage.

Section 8. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, Mid-Tex Division, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to Mid-Tex Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 13th day of March, 2018.

Sean Terry, Mayor

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary

Lance Vanzant, City Attorney

Attachment: ORDINANCE Approving a tariff authorizing an annual RRM (Atmos Mid-Tex) (Atmos Rate Review Mechanism)

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 1

I. Applicability

Applicable to Residential, Commercial, Industrial, and Transportation tariff customers within the city limits of cities identified in Exhibit A that receive service from the Mid-Tex Division of Atmos Energy Corporation (“Company”). This Rate Review Mechanism (“RRM”) provides for an annual adjustment to the Company’s Rate Schedules R, C, I and T (“Applicable Rate Schedules”). Rate calculations and adjustments required by this tariff shall be determined on a System-Wide cost basis.

II. Definitions

“Test Period” is defined as the twelve months ending December 31 of each preceding calendar year.

The “Effective Date” is the date that adjustments required by this tariff are applied to customer bills. The annual Effective Date is October 1.

Unless otherwise provided in this tariff the term Final Order refers to the final order issued by the Railroad Commission of Texas in GUD No. 10170 and elements of GUD No. 10580 as specified in Section III below.

The term “System-Wide” means all incorporated and unincorporated areas served by the Company.

“Review Period” is defined as the period from the Filing Date until the Effective Date.

The “Filing Date” is as early as practicable, but no later than April 1 of each year.

III. Calculation

The RRM shall calculate an annual, System-Wide cost of service (“COS”) that will be used to adjust applicable rate schedules prospectively as of the Effective Date. The Company may request recovery of its total cost of service but will include schedules showing the computation of any adjustments. The annual cost of service will be calculated according to the following formula:

$$\text{COS} = \text{OM} + \text{DEP} + \text{RI} + \text{TAX} + \text{CD}$$

Where:

OM = all reasonable and necessary operation and maintenance expenses from the Test Period adjusted for known and measurable items and prepared

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 2

consistent with the rate making treatments approved in the Final Order. Incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) related to Atmos' Shared Services Unit will be applied consistent with treatment approved in GUD 10580. Additionally, O&M adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Known and measurable adjustments shall be limited to those changes that have occurred prior to the Filing Date. OM may be adjusted for atypical and non-recurring items. Shared Services allocation factors shall be recalculated each year based on the latest component factors used during the Test Period, but the methodology used will be that approved in the Final Order in GUD 10580.

DEP = depreciation expense calculated at depreciation rates approved by the Final Order. Additionally, if depreciation rates are approved in a subsequent final order, not subject to appeal, issued by the Railroad Commission of Texas for the Mid-Tex division those rates would be applicable for subsequent RRM filings.

RI = return on prudently incurred investment calculated as the Company's pretax return multiplied by rate base at Test Period end. Rate base is prepared consistent with the rate making treatments approved in the Final Order, and as in GUD 10580 as specifically related to capitalized incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) for Atmos' Shared Services Unit. However, no post Test Period adjustments will be permitted. Additionally, adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Pretax return is the Company's weighted average cost of capital before income taxes. The Company's weighted average cost of capital is calculated using the methodology from the Final Order including the Company's actual capital structure and long term cost of debt as of the Test Period end (adjusted for any known and measurable changes that have occurred prior to the filing date) and the return on equity of 9.8%. However, in no event will the percentage of equity exceed 58%. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained. Cash working capital will be calculated using the lead/lag days approved in the Final Order. With respect to pension and other postemployment benefits, the Company will record a regulatory asset or liability for these costs until the amounts are included in the next annual rate adjustment implemented under this tariff. Each year, the Company's filing under this Rider RRM will clearly state the level of pension

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 3

and other postemployment benefits recovered in rates.

TAX = income tax and taxes other than income tax from the Test Period adjusted for known and measurable changes occurring after the Test Period and before the Filing Date, and prepared consistent with the rate making treatments approved in the Final Order. Atmos Energy shall comprehensively account for, including establishing a regulatory liability to account for, any statutory change in tax expense that is applicable to months during the Test Period in the calculation to ensure recovery of tax expense under new and old income tax rates.

CD = interest on customer deposits.

IV. Annual Rate Adjustment

The Company shall provide schedules and work papers supporting the Filing's revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. The result shall be reflected in the proposed new rates to be established for the effective period. The Revenue Requirement will be apportioned to customer classes in the same manner that Company's Revenue Requirement was apportioned in the Final Order. For the Residential Class, 50% of the increase may be recovered in the customer charge. However, the increase to the Residential customer charge shall not exceed \$0.60 per month in the initial filing and \$0.70 per month in any subsequent year. The remainder of the Residential Class increase not collected in the customer charge will be recovered in the usage charge. For all other classes, the change in rates will be apportioned between the customer charge and the usage charge, consistent with the Final Order. Test Period billing determinants shall be adjusted and normalized according to the methodology utilized in the Final Order.

V. Filing

The Company shall file schedules annually with the regulatory authority having original jurisdiction over the Company's rates on or before the Filing Date that support the proposed rate adjustments. The schedules shall be in the same general format as the cost of service model and relied-upon files upon which the Final Order was based. A proof of rates and a copy of current and proposed tariffs shall also be included with the filing. The filing shall be made in electronic form where practical. The Company's filing shall conform to Minimum Filing Requirements (to be agreed upon by the parties), which will contain a minimum amount of information that will assist the regulatory authority in its review and analysis of the filing. The Company and regulatory authority will endeavor to hold a technical conference regarding the filing within twenty (20) calendar days after the Filing Date.

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 4

A sworn statement shall be filed by an Officer of the Company affirming that the filed schedules are in compliance with the provisions of this Rate Review Mechanism and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed, but a brief narrative explanation shall be provided of any changes to corporate structure, accounting methodologies, allocation of common costs, or atypical or non- recurring items included in the filing.

VI. Evaluation Procedures

The regulatory authority having original jurisdiction over the Company's rates shall review and render a decision on the Company's proposed rate adjustment prior to the Effective Date. The Company shall provide all supplemental information requested to ensure an opportunity for adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within seven (7) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the proposed rate adjustment into compliance with the provisions of this tariff.

The regulatory authority may disallow any net plant investment that is not shown to be prudently incurred. Approval by the regulatory authority of net plant investment pursuant to the provisions of this tariff shall constitute a finding that such net plant investment was prudently incurred. Such finding of prudence shall not be subject to further review in a subsequent RRM or Statement of Intent filing.

During the Review Period, the Company and the regulatory authority will work collaboratively and seek agreement on the level of rate adjustments. If, at the end of the Review Period, the Company and the regulatory authority have not reached agreement, the regulatory authority shall take action to modify or deny the proposed rate adjustments. The Company shall have the right to appeal the regulatory authority's action to the Railroad Commission of Texas. Upon the filing of an appeal of the regulatory authority's order relating to an annual RRM filing with the Railroad Commission of Texas, the regulatory authority having original jurisdiction over the Company's rates shall not oppose the implementation of the Company's proposed rates subject to refund, nor will the regulatory authority advocate for the imposition of a third party surety bond by the Company. Any refund shall be limited to and determined based on the resolution of the disputed adjustment(s) in a final, non-appealable order issued in the appeal filed by the Company at the Railroad Commission of Texas.

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 5

In the event that the regulatory authority and Company agree to a rate adjustment(s) that is different from the adjustment(s) requested in the Company's filing, the Company shall file compliance tariffs consistent with the agreement. No action on the part of the regulatory authority shall be required to allow the rate adjustment(s) to become effective on October 1. To the extent that the regulatory authority does not take action on the Company's RRM filing by September 30, the rates proposed in the Company's filing shall be deemed approved effective October 1. Notwithstanding the preceding sentence, a regulatory authority may choose to take affirmative action to approve a rate adjustment under this tariff. In those instances where such approval cannot reasonably occur by September 30, the rates finally approved by the regulatory authority shall be deemed effective as of October 1.

To defray the cost, if any, of regulatory authorities conducting a review of the Company's annual RRM filing, the Company shall reimburse the regulatory authorities on a monthly basis for their reasonable expenses incurred upon submission of invoices for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made. A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company no later than December 1 of the year in which the RRM filing is made and the Company shall reimburse regulatory authorities in accordance with this provision on or before December 31 of the year the RRM filing is made.

To the extent possible, the provisions of the Final Order shall be applied by the regulatory authority in determining whether to approve or disapprove of Company's proposed rate adjustment.

This Rider RRM does not limit the legal rights and duties of a regulatory authority. Nothing herein shall abrogate the jurisdiction of the regulatory authority to initiate a rate proceeding at any time to review whether rates charged are just and reasonable. Similarly, the Company retains its right to utilize the provisions of Texas Utilities Code, Chapter 104, Subchapter C to request a change in rates. The provisions of this Rider RRM are implemented in harmony with the Gas Utility Regulatory Act (Texas Utilities Code, Chapters 101-105).

The annual rate adjustment process set forth in this tariff shall remain in effect during the pendency of any Statement of Intent rate filing.

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 6

VII. Reconsideration, Appeal and Unresolved Items

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

VIII. Notice

Notice of each annual RRM filing shall be provided by including the notice, in conspicuous form, in the bill of each directly affected customer no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. The notice to customers shall include the following information:

- a) a description of the proposed revision of rates and schedules;
- b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;
- c) the service area or areas in which the proposed rates would apply;
- d) the date the annual RRM filing was made with the regulatory authority; and
- e) the Company's address, telephone number and website where information concerning the proposed rate adjustment can be obtained.

ACSC Cities (172 Members)

Exhibit A

Abilene	Fairview	Oak Leaf
Addison	Farmers Branch	Ovilla
Albany	Farmersville	Palestine
Allen	Fate	Pantego
Alvarado	Flower Mound	Paris
Angus	Forest Hill	Parker
Anna	Forney	Pecan Hill
Argyle	Fort Worth	Petrolia
Arlington	Frisco	Plano
Aubrey	Frost	Ponder
Azle	Gainesville	Pottsboro
Bedford	Garland	Prosper
Bellmead	Garrett	Quitman
Benbrook	Grand Prairie	Red Oak
Beverly Hills	Grapevine	Reno (Parker County)
Blossom	Groesbeck	Rhome
Blue Ridge	Gunter	Richardson
Bowie	Haltom City	Richland
Boyd	Harker Heights	Richland Hills
Bridgeport	Haskell	River Oaks
Brownwood	Haslet	Roanoke
Buffalo	Hewitt	Robinson
Burkburnett	Highland Park	Rockwall
Burleson	Highland Village	Roscoe
Caddo Mills	Honey Grove	Rowlett
Canton	Hurst	Royse City
Carrollton	Hutto	Sachse
Cedar Hill	Iowa Park	Saginaw
Celeste	Irving	Sansom Park
Celina	Justin	Seagoville
Centerville	Kaufman	Sherman
Cisco	Keene	Snyder
Clarksville	Keller	Southlake
Cleburne	Kemp	Springtown
Clyde	Kennedale	Stamford
College Station	Kerens	Stephenville
Colleyville	Kerrville	Sulphur Springs
Colorado City	Killeen	Sweetwater
Comanche	Krum	Temple
Commerce	Lakeside	Terrell
Coolidge	Lake Worth	The Colony
Coppell	Lancaster	Trophy Club
Copperas Cove	Lewisville	Tyler
Corinth	Lincoln Park	University Park
Crandall	Little Elm	Venus
Crowley	Lorena	Vernon
Dalworthington Gardens	Madisonville	Waco
Denison	Malakoff	Watauga
Denton	Mansfield	Waxahachie
DeSoto	McKinney	Westlake
Draper	Melissa	Westover Hills
Duncanville	Mesquite	Whitesboro
Eastland	Midlothian	White Settlement
Edgecliff Village	Murphy	Wichita Falls
Emory	Newark	Woodway
Ennis	Nocona	Wylie
Eules	North Richland Hills	
Everman	Northlake	



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jason Laumer, City Manager
CC: Jason Laumer, City Manager
Date: March 13, 2018
Re: Hands Free Ordinance

Action Requested:

Consider and act upon an ordinance of the City Council of Celina, Texas, amending the City's Code of Ordinances; Chapter 12 Traffic and Vehicles; to add a new Section 12.07 Use of Portable Electronic Devices Prohibited; providing a penalty beginning at \$100.00 for first offense, \$200.00 for second offense and \$500.00 for third and subsequent offenses. (DeBuff)

Background Information:

This ordinance joins Celina to the 45+ Texas cities that have introduced a hands-free ordinance to decrease distracted driving-related accidents by prohibiting use of an electronic device by the driver's hands.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed this ordinance.

Supporting Documents:

- Proposed Hands Free Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2018-_____

AN ORDINANCE OF THE CITY COUNCIL OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 12 TRAFFIC AND VEHICLES; TO ADD A NEW SECTION 12.07 USE OF PORTABLE ELECTRONIC DEVICES PROHIBITED; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A PENALTY BEGINNING AT \$100.00 FOR FIRST OFFENSE, \$200.00 FOR SECOND OFFENSE AND \$500.00 FOR THIRD AND SUBSEQUENT OFFENSES; PROVIDING FOR CONFLICTING REGULATIONS; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that revision of the City's Code of Ordinances, Chapter 12, Traffic and Vehicles, Section 12.07 Use of Portable Electronic Devices Prohibited, should be 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 interests of the City of Celina, Texas, and of the public health, safety and welfare.

SECTION 3
AMENDMENT

3.01 The Code of Ordinances of the City of Celina Texas Chapter 12 Traffic and Vehicles is hereby amended to add Section 12.07; Use of Portable Electronic Devices Prohibited, which shall read as follows:

“Sec. 12.07.001 Definitions

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Hands-free device. Speakerphone capability, telephone attachment, or another function or other piece of equipment installed in or on a wireless communication device that allows the use of a handheld wireless communication device without the use of the operator's hand(s), except to activate or deactivate a function of the handheld electronic device or hands-free device.

Portable electronic device. Any handheld wireless communication device, laptop computer, tablet, media player, handheld gaming device, or any electronic device capable of displaying text-based communications, games, pictures, or video.

Vehicle shall have the meaning set forth in V.T.C.A. Transportation Code, § 541.201(23).

Sec. 12.07.002 Use of portable electronic device—Offense

- (a) A person may not hold or use a portable electronic device for any purpose while operating a motor vehicle upon any public street or highway within the City of Celina.
- (b) In this section, use of a portable electronic device includes, but is not limited to:
 - (1) Viewing the display screen of a portable electronic device;
 - (2) Holding a portable electronic device in a position to talk into or listen on; or
 - (3) Manipulating a portable electronic device by interacting with its display screen or pushing any button to enter text, dial numbers, or to engage in any other function.
- (c) The culpable mental state required by Texas Penal Code, section 6.02, is specifically negated and dispensed with and a violation under this subsection is a strict liability offense.

Sec. 12.07.003 Defense to Prosecution.

It is a defense to prosecution under this Section if the portable electronic device is used:

- (1) while the vehicle is stopped, out of the moving lanes of the roadway;
- (2) as a global positioning or other navigation system that is affixed to the vehicle;
- (3) solely as a hands-free device;
- (4) to obtain emergency assistance at a traffic accident;
- (5) to communicate with an emergency response service, fire department, police department, hospital, health clinic, or physician's office in an attempt to prevent injury to person or property; or
- (6) to communicate with reasonable belief a person's life or safety is in immediate danger.
- (7) by a law enforcement officer, fire fighter, or other emergency services officer charged with protecting the public safety."

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

SECTION 4 **PENALTY CLAUSE**

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a Class C misdemeanor upon conviction and shall be fined, except as otherwise provided herein, in a sum of \$100.00 for the first offense, \$200.00 for the second offense, and \$500.00 for the third and subsequent offense(s).

SECTION 5 **CONFLICTING REGULATIONS**

To the extent that any part of this section conflicts with Texas Transportation Code provisions regarding the use of wireless communications devices while operating a motor vehicle by minors, the use of wireless communication devices in school crossing zones, or the use of a wireless communication device by operators of a school bus, this section does not apply.

SECTION 6 **PUBLICATION**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 7 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 8
EFFECTIVE DATE

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

AND IT IS SO ORDAINED

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this ____ day of _____, 2018.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: March 13, 2018
Re: Creeks of Legacy PID Phase 2 CFA

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the Mayor Pro Tem to execute Creeks of Legacy Public Improvement District Phase #2 Improvements Construction, Funding and Acquisition Agreement by and among the City of Celina and CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC. (DeBuff)

Background Information:

Agreement by and between Developer providing for the construction, funding and acquisition of public improvements created by the Creeks of Legacy Public Improvement District (PID) Phase #2. Agreement provides for Phase #2 improvements up to \$6.875M; developer is responsible for all cost overruns.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed this agreement.

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS APPROVING AND AUTHORIZING THE MAYOR PRO TEM TO EXECUTE “CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT PHASE #2 IMPROVEMENTS CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT” BY AND AMONG THE CITY OF CELINA, TEXAS AND CTMGT FRONTIER 80, LLC, CADG CREEKS OF LEGACY WEST, LLC, AND CADG CREEKS OF LEGACY STONEGATE, LLC.

RECITALS

WHEREAS, on April 29, 2014 the City of Celina adopted Resolution No. 2014-17R creating the Creeks of Legacy Public Improvement District (the "PID"); and

WHEREAS, the City of Celina desires to approve the “Creeks of Legacy Public Improvement District Phase #2 Improvements Construction, Funding and Acquisition Agreement” by and among the City of Celina, Texas and CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC; and

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

SECTION 1. THAT the findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. THAT the “Creeks of Legacy Public Improvement District Phase #2 Improvements Construction, Funding and Acquisition Agreement” for the Public Improvements (as defined in the Agreement) between the City of Celina, Texas and CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC attached hereto as Exhibit A is approved and the Mayor Pro Tem is authorized to execute the Agreement on behalf of the City of Celina, Texas.

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

PASSED AND APPROVED on this the 13th day of March, 2018.

ATTEST:

Chad Anderson, Mayor Pro Tem

Vicki Faulkner, City Secretary

Attachment: Creeks of Legacy PID Phase 2 CFA v1 (clean) 2-21-18 (Creeks of Legacy PID Phase 2 CFA)

EXHIBIT A

CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT PHASE #2 IMPROVEMENTS CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT PHASE #2 IMPROVEMENTS CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this “Agreement”), dated as of March 13, 2018, is by and among the **CITY OF CELINA, TEXAS**, *a home rule municipality of the State of Texas* (the “City”), and **CTMGT FRONTIER 80, LLC**, *a Texas limited liability company* (“CTMGT”), **CADG CREEKS OF LEGACY WEST, LLC**, *a Texas limited liability company* (“CADG West”), and **CADG CREEKS OF LEGACY STONEGATE**, *a Texas limited liability company* (“CADG Stonegate”) (CTMGT, CADG West, and CADG Stonegate are collectively, the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”).

ARTICLE I DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Service and Assessment Plan (as hereinafter defined).

“**Actual Cost(s)**” means the costs of the Phase #2 Improvements actually paid or incurred for the design, construction and installation of the Phase #2 Improvements.

“**Administrator**” means, initially, Municap, Inc., or any other individual or entity designated by the City to administer the District.

“**Annual Service Plan Update**” means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to Section IV of the Service and Assessment Plan.

“**Budgeted Cost(s)**” means the costs shown on **Exhibit A** attached hereto.

“**Certification for Payment**” means a certificate, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the Developer, the Administrator, and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, provided to the City Representative and the Administrator, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Administrator to request payment for Phase #2 Improvements Cost(s).

“**City Administrator**” means the City Administrator of the City, or its designee.

“City Representative” means City Administrator of the City, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

“Construction Contracts” means the contracts for the construction of the Phase #2 Improvements. “Construction Contract” means any one of the Construction Contracts.

“Cost(s)” means the Budgeted Cost(s) or the cost(s) of a Phase #2 Improvement as reflected in a construction contract, if greater.

“Cost Overrun” means, with respect to each Phase #2 Improvement, the Cost(s) or Actual Cost(s) as appropriate of such Phase #2 Improvement in excess the Budgeted Cost(s).

“Cost Underrun” means, with respect to each Phase #2 Improvement, the amount by which the Budgeted Cost(s) exceeds the Actual Cost(s), as appropriate, of such Phase #2 Improvement.

“Developer” means collectively, CTMGT Frontier 80, LLC, a Texas limited liability company, CADG Creeks of Legacy West, LLC, a Texas limited liability company, and CADG Creeks of Legacy Stonegate, a Texas limited liability company.

“Development Agreement” means that certain Development Agreement executed by and between CTMGT Frontier 80, LLC and the City effective June 18, 2014.

“District” means the Creeks of Legacy Public Improvement District created by the City on April 29, 2014.

“Final Completion” means completion of a Phase #2 Improvement (including a section or segment of a Phase #2 Improvement) in compliance with existing City standards for dedication under the City’s ordinances and the Development Agreement.

“Inspector” means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

“Phase #2 Improvements Assessed Property” means any property that benefits from the Phase #2 Improvements within the District on which Assessments have been imposed as shown in the Phase #2 Assessment Roll, as the Phase #2 Assessment Roll is updated each year by the Annual Service Plan Update. Phase #2 Improvements Assessed Property includes Parcels within the District other than Non-Benefited Property.

“Phase #2 Improvements Assessment Fund” means an interest-bearing fund by such name created under the Phase #2 Improvements Reimbursement Agreement where monies from the collection of Assessments shall be deposited and a portion of which shall be used to finance the Phase #2 Improvements.

“Phase #2 Improvements” mean, collectively, the Phase #2 Improvements listed in **Exhibit A** to be constructed in compliance with City ordinances. An individual Phase #2 Improvement, including a completed segment or part, shall be referred to as a **Phase #2 Improvement**.

“Phase #2 Improvements Reimbursement Agreement” means the Creeks of Legacy Public Improvement District Phase #2 Improvements Reimbursement Agreement dated as of March 13, 2018, by and between the City and the Developer providing for the construction and financing of certain Phase #2 Improvements by the Developer for which the Developer will be reimbursed by the City pursuant to the PID Act.

“PID Act” means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

“Plans” means the plans, specifications, schedules and related construction contracts for the Phase #2 Improvements, respectively, approved pursuant to the applicable standards and ordinances of the City, the Development Agreement, and any other applicable governmental entities.

“Service and Assessment Plan” means the Creeks of Legacy Public Improvement District Service and Assessment Plan, adopted by the City Council on June 18, 2014, as the same may be updated, amended, or supplemented, for the purpose of assessing allocated cost(s) against the property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Developer and the City, as required by this Agreement and in accordance with the PID Act.

“Substantial Completion” means the time at which the construction of a Phase #2 Improvement (or specified part thereof) has progressed to the point where such Phase #2 Improvement (or a specified part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Phase #2 Improvement (or a specified part thereof) can be utilized for the purposes for which it is intended.

“Supplement” means a written document agreed upon by the Parties to this Agreement amending, supplementing or otherwise modifying this Agreement and any exhibit hereto, including any amendments to the list of Phase #2 Improvements in **Exhibit A** in a manner consistent with the Service and Assessment Plan, the PID Act and this Agreement.

ARTICLE II RECITALS

Section 2.01. The District and the Phase #2 Improvements.

- (a) The City has created the District under the PID Act for the financing of the acquisition, construction and installation of the Phase #2 Improvements.
- (b) The Phase #2 Improvements are eligible to be financed with the collection of Assessments from property within the District to the extent specified in the Service and Assessment Plan and subject to the provisions of the Development Agreement.
- (c) Pursuant to that certain Partial Assignment and Assumption of Contracts effective as of July 11, 2017, by and between CTMGT and CADG West, CTMGT partially assigned CTMGT's right, title, interest, and obligations under the Development Agreement to CADG West (an affiliate of CTMGT) as they relate to development of the Phase #2 Improvements Assessed Property.
- (d) Pursuant to that certain Partial Assignment and Assumption of Contracts effective as of July 11, 2017, by and between CTMGT and CADG Stonegate, CTMGT partially assigned CTMGT's right, title, interest, and obligations under the Development Agreement to CADG Stonegate (an affiliate of CTMGT) as they relate to development of the Phase #2 Improvements Assessed Property.
- (e) The Developer will undertake the construction and installation of the Phase #2 Improvements for dedication to and acceptance by the City, in accordance with the terms and conditions contained in the Development Agreement.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III FUNDING

Section 3.01. Reimbursements.

- (a) The City's obligation with respect to the payment of the Phase #2 Improvements shall be limited to the Budgeted Cost(s), and shall be payable solely from amounts on deposit within the Phase #2 Improvements Assessment Fund for the payment of such cost(s) as provided herein and in the Service and Assessment Plan. The Developer agrees and acknowledges that it is responsible for all Cost Overruns, except to the extent as provided for in Section 4.04 below.
- (b) The obligation of owners of Phase #2 Improvements Assessed Property within the District, including the Developer to the extent it owns any Phase #2 Improvements Assessed Property in the District, to pay Assessments is not in any way dependent on the availability

of amounts in the Phase #2 Improvements Assessment Fund, or otherwise available from other sources, including bonds issued by the City, that are secured or that are to be paid, in whole or in part, by the funds on deposit in the Phase #2 Improvements Assessment Fund, to pay for all or any portion of the Phase #2 Improvement Cost(s) hereunder.

- (c) The Developer acknowledges that any lack of availability of amounts in the Phase #2 Improvements Assessment Fund or otherwise available from other sources, including bonds issued by the City, that are secured or that are to be paid, in whole or in part, by the funds on deposit in the Phase #2 Improvements Assessment Fund, to pay the costs of the Phase #2 Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Phase #2 Improvements required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

Section 3.02. Disbursements.

The City and the Developer agree that monies deposited into the Phase #2 Improvements Assessment Fund and upon the presentation of evidence satisfactory to the City Representative, the City will, on an monthly basis, cause the payment for cost(s) incurred in the administration, and operation of the District and cost(s) of Phase #2 Improvements up to \$6,875,000.00 plus interest accrued pursuant to the Phase #2 Improvements Reimbursement Agreement from the Phase #2 Improvements Assessment Fund, subject to the availability of funds in the Phase #2 Improvements Assessment Fund, to the Developer or its assignees. These payments will be delivered to the Developer or its assignees pursuant to the submission of a Certification for Payment, in accordance with the Development Agreement, this Agreement, and the Phase #2 Improvements Reimbursement Agreement, substantially in the form of **Exhibit B** attached hereto.

Section 3.03. Accounts. All disbursements from the Phase #2 Improvements Assessment Fund shall be made by the City in accordance with provisions of the Development Agreement, the Service and Assessment Plan, and in all respects, the Phase #2 Improvements Reimbursement Agreement.

ARTICLE IV CONSTRUCTION OF PHASE #2 IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

- (a) All Phase #2 Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform or caused to be performed all of its obligations and shall conduct all operations with respect to the construction of Phase #2 Improvements in a good, workmanlike and commercially reasonable manner, with the standard of

diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Phase #2 Improvements to be acquired and accepted by the City from the Developer as provided in this Agreement.

- (b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Phase #2 Improvement and, upon completion, inspection, and acceptance, convey each Phase #2 Improvement to the City in accordance with the terms hereof, even if there are insufficient funds in the Phase #2 Improvements Assessment Fund to pay the Actual Cost(s) thereof.

Section 4.02. No Competitive Bidding. The Phase #2 Improvements shall not require competitive bidding pursuant to and as permitted by Section 252.022(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to the Phase #2 Improvements.

Section 4.04. Remaining Funds after Completion of a Phase #2 Improvement. Upon the Final Completion of a Phase #2 Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Phase #2 Improvement, if the Actual Cost(s) of such Phase #2 Improvement (or its completed segment or phase thereof) is less than the Budgeted Cost(s) (a “Cost Underrun”), any remaining Budgeted Cost(s) will be available to pay Cost Overruns on any other Phase #2 Improvement (or its completed segment or phase thereof). The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Phase #2 Improvements. Any Cost Underrun for any Phase #2 Improvement (or its completed segment or phase thereof) is available to pay Cost Overruns on any other Phase #2 Improvement (or its completed segment or phase thereof), and may be added to the amount approved for payment in any Certification for Payment, as agreed to by the Developer, the Administrator, and the City Representative. Upon the completion of the Phase #2 Improvements (or its completed segment or phase thereof) and the payment thereof pursuant to the terms of the Phase #2 Improvements Reimbursement Agreement, if there are funds remaining in the Phase #2 Improvements Assessment Fund, such funds will be distributed to the City’s general fund and, with respect to such funds, there shall be no remaining obligation to make payment of such funds to the Developer. If bonds are issued by the City that are secured by or that are to be paid, in whole or in part, by funds deposited or to be deposited in the Phase #2 Improvements Assessment Fund for the payment

of the Phase #2 Improvements, any net balance remaining in the Phase #2 Improvements Assessment Fund after a reconciliation of Cost Overruns and Cost Underruns related to Phase #2 Improvements (or its completed segment or phase thereof) will be distributed exclusively to the bond trustee for the payment of such bonds, and in no case to the Developer, and the City agrees that upon such issuance of bonds, funds deposited to the Phase #2 Improvements Assessment Fund for the payment of Phase #2 Improvements will be dispersed only as described in the bond indenture.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as “change orders”) required for the construction of the Phase #2 Improvements. The Developer may approve and implement any change orders, even if such change order would increase the Cost of a Phase #2 Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders, except for amounts available and approved pursuant to Section 4.04.

ARTICLE V ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for the Phase #2 Improvements.

- (a) No payment hereunder shall be made from the Phase #2 Improvements Assessment Fund or pursuant to any bond indenture for bonds issued by the City for a Phase #2 Improvement (or its completed segment or phase thereof), until a Certification for Payment is received from the Developer for work with respect to a Phase #2 Improvement (or its completed segment or phase thereof) and approved for payment by the City. Upon receipt of a Certification for Payment, substantially in the form of **Exhibit B** hereto (along with all accompanying documentation required by the City) from the Developer, the Inspector shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Phase #2 Improvement identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement and the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the “Developer Compliance Requirements”), and shall, upon the conclusion of the review, forward the request to the City Representative. The approval of the Certification for Payment by the Inspector shall constitute a representation by the Inspector to the City that the requirements of this Agreement have been satisfied with respect to the Phase #2 Improvement identified therein. The Inspector shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with

the Inspector in conducting each such review and to provide the Inspector with such additional information and documentation as is reasonably necessary for the Inspector to conclude each such review.

- (b) Within ten (10) business days of receipt of any Certification for Payment, the Inspector, when applicable, shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for payment (from those funds available in the Phase #2 Improvements Assessment Fund or, if bonds have been issued by the City, forward the Certification for Payment to the bond trustee, or (ii) in the event the Inspector disapproves the Certification for Payment, give written notification to the Developer of the City Inspector's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the Inspector shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.02 hereof or to the bond trustee in accordance with payment provisions applicable to the bonds and delivery to the Developer in accordance with Section 5.01(d) hereof, and any such partial work shall be processed for payment under Section 5.02 in accordance with payment provisions applicable to the bonds, notwithstanding such partial denial.
- (c) If the Inspector fails to act with respect to a Certification for Payment within the time period herein provided, the Developer shall submit the Certification for Payment directly to the City Representative for approval. Within five (5) business days of receipt of any Certification for Payment, the City Representative shall approve or deny the Certification for Payment, and provide notice to the Administrator and Developer. The approval of the Certification for Payment by the City Representative shall constitute a representation by the City Representative of the Developer's compliance therein. Upon approval of a Certification for Payment, the Administrator or the bond trustee, as applicable, shall make payment in accordance with Section 5.02 hereof or the provision applicable to the bonds.
- (d) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within 30 days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer.
- (e) The Developer shall deliver the approved or partially approved Certification for Payment by the City Representative as provided in Section 5.01(c), or approved by the City Council, to the Administrator for payment and the Administrator shall make such payment from the

Phase #2 Improvements Assessment Fund in accordance with Section 5.02 below; provided, however, if bonds have been issued, the Developer shall provide the Certification for Payment to the bond trustee.

Section 5.02. Payment for Phase #2 Improvement.

- (a) If no bonds have been issued by the City, upon receipt of a reviewed and approved Certification for Payment, as evidenced by the signature of the City Representative, the Administrator shall make payment from the Phase #2 Improvements Assessment Fund from those funds available, for such approved Certification for Payment pursuant to the terms of the Certification for Payment in an amount not to exceed the Budgeted Cost(s), except as provided for in Section 4.04. Any amount remaining to be paid on a monthly basis after funds have been exhausted in the Phase #2 Improvements Assessment Fund, shall remain as an amount outstanding to be paid, and shall be paid in the next monthly disbursement of funds from the Phase #2 Improvements Assessment Fund, again subject to availability of funds in the Phase #2 Improvements Assessment Fund.
- (b) Notwithstanding any other provisions of this Agreement, the Administrator shall make payment directly to the person or entity specified by the Developer in an approved Certification for Payment, including: (1) a general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment; (2) to the Developer or any assignee of the Developer if an unconditional lien release is attached to such Certification for Payment; and, (3) to the Developer, or to the third party contractor directly, at Developer's request as specified in the Certification for Payment, in the event the Developer provides a general contractor's or suppliers of materials unconditional lien release for a portion of the work covered by the Developer or any assignee of the Developer to the extent of such lien release. Neither the Administrator, nor the City, City Council, City Administrator, or City Representative shall have any liability for relying on the accuracy of the payee information in any Certification for Payment as presented by the Developer or its assignees.
- (c) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanic's or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of any such remedy, so long as such delay in performance shall not subject the Phase #2 Improvement to foreclosure, forfeiture, or sale.

ARTICLE VI

OWNERSHIP AND TRANSFER OF PHASE #2 IMPROVEMENT

Section 6.01. Phase #2 Improvement to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Phase #2 Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Phase #2 Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Phase #2 Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Phase #2 Improvement Constructed on City Land or Developer Land. If the Phase #2 Improvement is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Phase #2 Improvement. If the Phase #2 Improvement is on land owned by the Developer, the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Phase #2 Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Phase #2 Improvement as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Phase #2 Improvement. The provisions for inspection and acceptance of such Phase #2 Improvement otherwise provided herein shall apply.

ARTICLE VII REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

- (a) Organization. The Developer consists of collectively, Texas limited liability companies duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business in the State of Texas as now being conducted as hereby contemplated.
- (b) Authority. The Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

- (c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.
- (d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands of the Developer in the District or the Phase #2 Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Phase #2 Improvements.
- (e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Phase #2 Improvements Assessment Fund for the acquisition or construction of any improvement that are not part of the Phase #2 Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.
- (f) Financial Records. For a period of two years after completion of the Phase #2 Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Phase #2 Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any reasonable time during regular business hours on reasonable notice.
- (g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Phase #2 Improvements will be constructed in full compliance with such Plans and any change orders thereto consistent with the PID Act and the Development Agreement.
- (h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the City Administrator or the City Representative related to the status of construction of the Phase #2 Improvements within the District and the anticipated completion dates for future Phase #2 Improvements.
- (i) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. The Developer shall indemnify and hold harmless and assume the defense of, any action or proceeding by reason of or resulting from the breach of any provision of this Agreement, the Inspector, the City, officers, employees and agents of the City, and each of them (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, by reason of, or resulting from the breach of any provision of this Agreement by the Developer, the negligent design, engineering and/or construction by the Developer or any architect, engineer or contractor hired by the Developer of any of the Phase #2 Improvements acquired from the Developer, the Developer's nonpayment under contracts between the Developer and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision of the Phase #2 Improvements, or any claims of persons employed by the Developer or its agents to construct the Phase #2 Improvements. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable to the gross negligence or willful misconduct of any of the Indemnified Parties.

Section 7.03. Use of Monies by City. The City agrees not to take any action or direct the Administrator to take any action to expend, disburse or encumber the monies held in the Phase #2 Improvements Assessment Fund, and any monies to be transferred thereto for any purpose other than the purposes permitted by the Service and Assessment Plan, including amendments and annual updates, or the Phase #2 Improvements Reimbursement Agreement. The City agrees not to modify or supplement the Service and Assessment Plan without the approval of the Developer or its assigns if as a result or as a consequence of such modification or supplement (a) the amount of monies that would otherwise have been (i) available under the Phase #2 Improvements Assessment Fund for the Costs of the Phase #2 Improvements is reduced, delayed or deferred, or (ii) available in the Phase #2 Improvements Assessment Fund upon the issuance of bonds as described herein, is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer or its assigns are or may be increased or otherwise adversely affected in any manner, or (c) the rights of the Developer or its assigns are or may be modified, limited, restricted or otherwise adversely affected in any manner.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII TERMINATION

This Agreement may be terminated by the mutual, written consent of the City and the Developer and any Assignee (as hereinafter defined), in which event the City may either execute contracts for or perform any remaining work related to the Phase #2 Improvements not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Phase #2 Improvements Assessment Fund, and the Developer shall have no claim or right to any further payments for the Cost(s) of an Phase #2 Improvement hereunder, except as otherwise may be provided in such written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Limited Liability of City. Subject in all respects to Article III hereof, the Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to the monies, if any, in the Phase #2 Improvements Assessment Fund and, subject in all respects to Article III hereof, from no other source. Neither the City, the Inspector, nor any other City employee or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The Inspector or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to Costs and expenses incurred by the Developer only with respect to any of the Phase #2 Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Rockefeller & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034
And to:	Attn: Bond Counsel Norton Rose Fullbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201
To the Developer:	Attn: Mehrdad Moayed CTMGT Frontier 80, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234

With a copy to: Attn: J. Prabha Cinclair
Miklos Law, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

To the Developer: Attn: Mehrdad Moayed
CADG Creeks of Legacy Stonegate, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: J. Prabha Cinclair
Miklos Law, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

To the Developer: Attn: Mehrdad Moayed
CADG Creeks of Legacy West, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: J. Prabha Cinclair
Miklos Law, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

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

The City shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The Developer and any Assignee have the right (from time to time) 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 “Assignee”) (a) without City consent, but with notice to the City, if the Assignee is a lienholder or an affiliate or related entity of the Developer; or (b) with the City Manager’s prior written consent (which consent shall not be unreasonably withheld if the Assignee demonstrates financial ability to perform), if to any other person or entity. Any receivables due under this Agreement, the Development Agreement, or the Phase #2 Improvements Reimbursement Agreement may be

assigned by the Developer without the consent of, but upon written notice to the City in accordance with Section 9.15 of this Agreement and as allowed. The Developer may also collaterally assign the PID receivables as collateral for any development loan, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with notice, to the City, provided that no such assignment may be made which would cause the City to be viewed as an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express prior, written consent of the City. An Assignee shall be considered a “Party” for the purposes of this Agreement. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee’s failure to perform the assigned obligations. 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. The Developer shall maintain written records of all assignments made by the Developer to Assignee, including a copy of each executed assignment and the Assignee’s notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a Party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City’s or the Developer’s rights or duties to perform their respective obligations under other agreements, use regulations or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement with respect to the obligations, requirements or covenants to the development of the Property, the Development Agreement shall control. To the extent there is a conflict between this Agreement, the Development Agreement and the Phase #2 Improvements Reimbursement Agreement with respect to any receivables due under this Agreement, the Phase #2 Improvements Reimbursement Agreement shall control. If the City issues bonds to finance the Phase #2 Improvements under the terms of a bond indenture and there is a conflict between this Agreement, the Development Agreement, the Phase #2 Improvements Reimbursement Agreement, and the bond indenture, the bond indenture shall control.

Section 9.07. 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 (3) 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.

Section 9.08. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of any other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the terms of this Agreement thereafter.

Section 9.09. Merger. No other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding.

Section 9.10. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Parties hereto any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

Section 9.11. Amendment. This Agreement may be amended, from time to time in a manner consistent with the PID Act, in writing hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.13. Effective Date. This Agreement shall become effective upon its execution and delivery, by the Parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Effective Date.

Section 9.14. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or until all amounts under the Phase #2 Improvements Reimbursement Agreement have been paid. If bonds are issued by the City to finance the Phase #2 Improvements, this Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding bonds issued under the bond indenture. If the Developer defaults under this Agreement, the Development Agreement or the Phase #2 Improvements Reimbursement Agreement, this Agreement, the Development Agreement and the Phase #2 Improvements Reimbursement Agreement shall not terminate with respect to the costs of the Phase #2 Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.15. Notice of Assignment. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

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

- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person acquiring any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this the _____ day of _____, 2018.

CITY OF CELINA

By: _____
Name: Chad Anderson, Mayor Pro-Tem

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM

Julie Fort, Attorney for the City

[Signature Page for Phase #2 CFA]

Attachment: Creeks of Legacy PID Phase 2 CFA v1 (clean) 2-21-18 (Creeks of Legacy PID Phase 2 CFA)

DEVELOPER:

CTMGT FRONTIER 80, LLC,
a Texas limited liability company

By: Centamar Terras, LLC,
a Texas limited liability company
Its Manager

By: CTMGT, LLC,
a Texas limited liability company
Its Sole Member

By: _____
Name: Mehrdad Moayed
Its: Sole Manager and Member

[Signature Page for Phase #2 CFA]

DEVELOPER:

CADG CREEKS OF LEGACY WEST, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company,
Its Sole Member

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

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

By: _____
Name: Mehrdad Moayed,
Its: Manager

[Signature Page for Phase #2 CFA]

DEVELOPER:

CADG CREEKS OF LEGACY STONEGATE, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company,
Its Sole Member

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

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

By: _____
Name: Mehrdad Moayed,
Its: Manager

[Signature Page for Phase #2 CFA]

Exhibit A**List of Phase #2 Improvements and Budgeted Costs**

Phase #2 Improvements	Total Estimated Phase #2 Improvement Costs
Road improvements	\$3,101,987
Water distribution system improvements	\$1,109,646
Sanitary sewer collection system improvements	\$809,669
Storm sewer collection system improvements	\$630,512
Soft costs including PID creation, City, professional and miscellaneous soft costs	\$1,363,027
Total Estimated Phase #2 Improvement Costs	\$7,014,841

Exhibit B**FORM OF CERTIFICATION FOR PAYMENT**

The undersigned is an agent for CTMGT FRONTIER 80, LLC, a Texas limited liability company, CADG CREEKS OF LEGACY WEST, LLC, a Texas limited liability company, or CADG CREEKS OF LEGACY STONEGATE, LLC, a Texas limited liability company (collectively, the “Developer”) and requests payment from the Phase #2 Improvements Assessment Fund (as defined in the Phase #2 CFA Agreement) from the City of Celina, Texas (the “City”) in the amount of \$_____ for labor, materials, fees, and/or other general costs related to the construction of certain Phase #2 Improvements related to the Creeks of Legacy Public Improvement District (the “Phase #2 Improvements”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Creeks of Legacy Public Improvement District Phase #2 Improvements Construction, Funding, and Acquisition Agreement (the “Phase #2 CFA Agreement”).

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Phase #2 Improvements have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Phase #2 Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Phase #2 Improvement, and such costs are in compliance with the Phase #2 CFA Agreement and the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Phase #2 CFA Agreement, the Development Agreement and the Service and Assessment Plan.
5. All conditions set forth in the Phase #2 CFA Agreement, and the Development Agreement for the payment hereby requested have been satisfied.
6. The work with respect to the Phase #2 Improvement referenced below (or its completed segment) has been completed and the City may begin inspection of the Phase #2 Improvement.
7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably

necessary for the City to complete said review.

8. As required by Texas Local Government Code, Section 252.051, as amended, the Developer has provided the City with an independent appraisal of any Phase #2 Improvement consisting of any real property, or any interest in real property including easements and rights-of-way and open space if any, to be acquired by the City including specifically monies on deposit in the Phase #2 Improvements Assessment Fund.

Payments requested should include the following:

Payee / Description of Phase #2 Improvement	Total Cost of Phase #2 Improvement	Budgeted Cost of Phase #2 Improvement	Amount to be paid from the Phase #2 Assessment Fund

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Phase #2 CFA Agreement, after receiving this Certification for Payment, the City is authorized to inspect the Phase #2 Improvement (or completed segment or phase) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans. Afterwards, the City must then accept or deny this Certification for Payment.

I hereby declare that the above representations and warranties are true and correct.

CTMGT FRONTIER 80, LLC

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

CADG CREEKS OF LEGACY WEST, LLC

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

CADG CREEKS OF LEGACY STONEGATE, LLC

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

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: March 13, 2018
Re: Creeks of Legacy Reimbursement Agreement

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas approving and authorizing the Mayor Pro Tem to execute Creeks of Legacy Public Improvement District Phase #2 Improvements Reimbursement Agreement by and among the City of Celina and CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC. (DeBuff)

Background Information:

Agreement by and between the City and the Developer providing for the construction and financing of certain Phase #2 Improvements by the Developer for which the Developer will be reimbursed by the City pursuant to the PID Act.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed this agreement.

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS APPROVING AND AUTHORIZING THE MAYOR PRO TEM TO EXECUTE “CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT PHASE #2 IMPROVEMENTS REIMBURSEMENT AGREEMENT” BY AND AMONG THE CITY OF CELINA, TEXAS AND CTMGT FRONTIER 80, LLC, CADG CREEKS OF LEGACY WEST, LLC, AND CADG CREEKS OF LEGACY STONEGATE, LLC.

RECITALS

WHEREAS, on April 29, 2014 the City of Celina adopted Resolution No. 2014-17R creating the Creeks of Legacy Public Improvement District (the "PID"); and

WHEREAS, the City of Celina desires to approve the “Creeks of Legacy Public Improvement District Phase #2 Improvements Reimbursement Agreement” by and among the City of Celina, Texas and CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC; and

WHEREAS, the Agreement satisfies the requirements of Section 372.023 of the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended, and is an appropriate method of reimbursement for the Actual Costs (as defined in the Agreement) associated with the construction and development of Public Improvements (as defined in the Agreement) within the PID.

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

SECTION 1. THAT the findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. THAT the “Creeks of Legacy Public Improvement District Phase #2 Improvements Reimbursement Agreement” for the Public Improvements (as defined in the Agreement) between the City of Celina, Texas and CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC attached hereto as Exhibit A is approved and the Mayor Pro Tem is authorized to execute the Agreement on behalf of the City of Celina, Texas.

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

PASSED AND APPROVED on this the 13th day of March, 2018.

Chad Anderson, Mayor Pro Tem

ATTEST:

Vicki Faulkner, City Secretary

EXHIBIT A

**CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT
PHASE #2 IMPROVEMENTS REIMBURSEMENT AGREEMENT**

This Creeks of Legacy Public Improvement District Phase #2 Improvements Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and among the **City of Celina, Texas** (the “City”) and **CTMGT Frontier 80, LLC**, a Texas limited liability company (“CTMGT”), **CADG Creeks of Legacy West, LLC**, a Texas limited liability company (“CADG West”), and **CADG Creeks of Legacy Stonegate, LLC**, a Texas limited liability company (“CADG Stonegate”) (CTMGT, CADG West, and CADG Stonegate are collectively, the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective March 13, 2018 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the amended *Creeks of Legacy Public Improvement District Service and Assessment Plan*, dated March 13, 2018, as the same may be amended, supplemented, and updated from time to time (the “SAP”) approved by Ordinance No. _____ passed and approved by the City Council on March 13, 2018 and approved by (“Ordinance No. _____”); and

WHEREAS, on April 29, 2014 the City Council passed and approved Resolution No. 2014-17R authorizing the creation of the Creeks of Legacy Public Improvement District (the “District”) covering approximately 321.357 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain Development Agreement dated June 18, 2014 between the Developer and the City (the “Development Agreement”); and

WHEREAS, pursuant to that certain Partial Assignment and Assumption of Contracts effective as of July 11, 2017, by and between CTMGT and CADG West, CTMGT partially assigned CTMGT’s right, title, interest, and obligations under the Development Agreement to CADG West (an affiliate of CTMGT) as they relate to development of the Phase #2 Assessed Property; and

WHEREAS, pursuant to that certain Partial Assignment and Assumption of Contracts effective as of July 11, 2017, by and between CTMGT and CADG Stonegate, CTMGT partially assigned CTMGT’s right, title, interest, and obligations under the Development Agreement to

CADG Stonegate (an affiliate of CTMGT) as they relate to development of the Phase #2 Assessed Property; and

WHEREAS, the District Property is being developed in phases, and special assessments for each phase have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, Phase #2 Improvements (as defined in the SAP) are to be constructed within Phase #2 of the District Property, as described and depicted in the SAP; and

WHEREAS, on February 13, 2018, the City Council passed and approved Resolution No. _____ determining, among other things, the estimated costs of the Phase #2 Improvements; and

WHEREAS, on March 13, 2018, the City Council passed and approved Ordinance No. _____ (the “Assessment Ordinance”) which, among other things, approved the SAP (including the Phase #2 Improvements Assessment Roll), levied assessments, and established the dates upon which interest on assessments will begin to accrue and collection of assessments will begin; and

WHEREAS, in addition to approving the SAP, the Assessment Ordinance levied assessments against property within Phase #2 (the “Phase #2 Assessed Property”) for the Phase #2 Improvements in accordance with the Phase #2 Assessment Roll attached as Appendix H to the SAP; and

WHEREAS, the Parties have entered into that certain “Creeks of Legacy Public Improvement District Phase #2 Improvements Construction, Funding, and Acquisition Agreement” dated as of March 13, 2018 (the “Construction Funding Agreement”) for the construction of the Phase #2 Improvements; and

WHEREAS, the SAP established \$6,875,000.00 as the cost of the Phase #2 Improvements to be assessed against Phase #2 of the District Property (the “Phase #2 Improvements Costs”); and

WHEREAS, the SAP allocated the Phase #2 Improvements Costs to Phase #2 of the District Property, and the SAP contemplated the allocation of the Phase #2 Improvements Costs among the single family residential lots to be created from the subdivision of the District Property; and

WHEREAS, assessments against lots within Phase #2 of the District (“Phase #2 Improvements Assessments”) will be reflected on the Phase #2 Assessment Roll as approved by the City Council; and

WHEREAS, the SAP and the Assessment Ordinance provide, in part, that an assessment or assessments may be paid in full, and if an assessment is not paid in full, it shall be due and payable in Annual Installments plus interest for a period of 30 years or until the assessment is paid in full; and

WHEREAS, all revenue received and collected by the City from the collection of the Phase #2 Improvements Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses) (the “Phase #2 Improvements Assessment Revenue”) shall be deposited as required by the PID Act into an assessment fund that is segregated from all other funds of the City (the “Phase #2 Improvements Assessment Fund”); and

WHEREAS, the Phase #2 Improvements Assessment Revenue deposited into the Phase #2 Improvements Assessment Fund shall be used to reimburse Developer and its assigns for the Phase #2 Improvements Costs advanced in an amount not to exceed \$6,875,000.00, plus interest; and

WHEREAS, the Parties agree that this Reimbursement Agreement supersedes and replaces any prior agreements (whether written or oral) including any amendments to those prior agreements between the Parties regarding the subject matter hereof; and

WHEREAS, the obligations of the City to use the Phase #2 Improvements Assessments hereunder is authorized by the PID Act;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Strictly subject to the terms, conditions, and requirements and solely from, respectively and separately, the Assessments as authorized by the PID Act, as herein provided, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to the actual costs of the Phase #2 Improvements paid by the Developer for the Phase #2 Improvements Costs that were within budgeted costs, or authorized overrun costs, that were paid by the Developer plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until September 1, 2048 (the “Maturity Date”), and which shall be reimbursed to the Developer and its assigns in an amount not to exceed \$6,875,000.00 (the “Reimbursement Amount”), plus interest accrued, as hereinafter provided. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Phase #2 Improvements Assessment Fund.” The Reimbursement Amount is payable from monies to be deposited in the Phase #2 Improvements Assessment Fund as described below:

- a. The Reimbursement Amount is payable solely from: (i) the Phase #2 Improvements Assessment Revenue received and collected by the City and deposited into the Phase #2 Improvements Assessment Fund; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City) of one or more series of bonds (the “Future Phase #2 Bonds”) issued by the City and secured by the Phase #2 Improvements Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Phase #2 Improvements Assessment Revenue shall be received, collected and deposited into the Phase #2 Improvements Assessment Fund subject to the following limitations:
 - i. Calculation of the Phase #2 Improvements Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the SAP.
 - ii. The Phase #2 Improvements Assessments shall accrue interest at the rates set forth in this Section 2. Interest shall continue on the unpaid principal amount of the Phase #2 Improvements Assessments for a Lot for 30 years or until the Phase #2 Improvements Assessments are paid in full.
 - iii. The Developer and its assigns shall be reimbursed in a combine aggregate amount not to exceed \$6,875,000.00 plus interest from the Phase #2 Improvements Assessment Fund and as allowed under Section 2(a) above.
 - iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) _____% for years one through five, and (y) _____% for years six through 31. The interest rate has been approved by the City Council and is authorized by the PID Act and was determined based upon *The Bond Buyer*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was _____. The interest rate of _____% and _____% contained herein comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act.
3. The Reimbursement Amount, plus the interest as described in Section 2 above, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from the Phase #2 Improvements Assessment Revenue received and collected by the City and deposited into the Phase #2 Improvements Assessment Fund. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Phase #2 Improvements Assessment Revenue received, collected and deposited into the Phase #2 Improvements Assessment Fund. The City will use all reasonable efforts to receive and collect the Phase #2 Improvements Assessment Revenue concurrently with the collection of City ad valorem taxes (including the foreclosure of liens resulting from the nonpayment of the Phase #2

Improvements Assessments or Annual Installments or other charges due and owing under the SAP), and upon receipt and collection, immediately deposit the same into the Phase #2 Improvements Assessment Fund. The City further covenants that it will comply with the provisions of this Reimbursement Agreement, the Construction Funding Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of taxes and assessments, and all other covenants provided therein.

4. If Future Phase #2 Bonds are issued, the net proceeds of such Future Phase #2 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Phase #2 Improvements and then to pay all or any portion of any Phase #2 Improvements Cost. If, after application of the net proceeds of such Future Phase #2 Bonds, any Phase #2 Improvements Cost remains unpaid, then the Developer shall pay such cost. If, after application of the net proceeds of any Future Phase #2 Bonds, the Unpaid Balance due the Developer remains unpaid, all payments toward the Unpaid Balance due the Developer shall be paid from amounts deposited into any funds created for such purpose under any indenture relating to any Future Phase #2 Bonds. Once the principal amount of all Future Phase #2 Bonds plus all payments paid to the Developer under this Reimbursement Agreement equal the Unpaid Balance, this Reimbursement Agreement shall terminate.
5. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the City, including for each Transferee the information required by Section 9 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice.
6. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Phase #2 Improvements Assessment Fund and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

- To the City: Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009
- With a copy to: Attn: Julie Fort
Messer, Rockefeller & Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
- And to: Attn: Bond Counsel
Norton Rose Fullbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201
- To the Developer: Attn: Mehrdad Moayed
CTMGT Frontier 80, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234
- With a copy to: Attn: J. Prabha Cinclair
Miklos Law, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

To the Developer: Attn: Mehrdad Moayed
 CADG Creeks of Legacy Stonegate, LLC
 1800 Valley View Lane, Suite 300
 Farmers Branch, Texas 75234

With a copy to: Attn: J. Prabha Cinclair
 Miklos Law, PLLC
 1800 Valley View Lane, Suite 360
 Farmers Branch, Texas 75234

To the Developer: Attn: Mehrdad Moayed
 CADG Creeks of Legacy West, LLC
 1800 Valley View Lane, Suite 300
 Farmers Branch, Texas 75234

With a copy to: Attn: J. Prabha Cinclair
 Miklos Law, PLLC
 1800 Valley View Lane, Suite 360
 Farmers Branch, Texas 75234

10. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Phase #2 Improvements Assessments contrary to the provisions of the PID Act.
11. Remedies:
 - a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to

cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

- b. If the Developer is in Default, the City's sole and exclusive remedy shall be to seek specific enforcement of this Reimbursement Agreement. No Default by the Developer, however, shall: (1) affect the obligations of the City to use the amounts transferred to the Phase #2 Improvements Assessment Fund as provided in Sections 2 and 3 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.
 - c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
12. In the event of any conflict between this Reimbursement Agreement and any other agreement between the City and the Developer directly or indirectly related to the amounts transferred to the Phase #2 Improvements Assessment Fund, the Parties intend that the provisions and intent of this Reimbursement Agreement shall control.
 13. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
 14. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer or a Transferee to enforce its remedies under this Reimbursement Agreement.
 15. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
 16. The Parties acknowledge that each has been actively involved in negotiating this Reimbursement Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Reimbursement

Agreement. In the event of any dispute over the meaning or application of any provision of this Reimbursement 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.

17. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
18. The City represents and warrants that this Reimbursement 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 Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement 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.
19. This Reimbursement Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Reimbursement Agreement. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement 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 Reimbursement 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 Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
20. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
21. The Parties agree that at any time after execution of this Reimbursement 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 Reimbursement 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 Reimbursement Agreement is executed or any future City Council.
22. The term of this Reimbursement Agreement is thirty (30) years, or until the Unpaid Balance is paid in full. If the Developer defaults under this Reimbursement Agreement, the

Development Agreement or the Construction Funding Agreement, this Reimbursement Agreement, the Development Agreement and Construction Funding Agreement shall not terminate with respect to the costs of the Phase #2 Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

23. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement 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 Reimbursement Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) 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.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

CITY OF CELINA

Vicki Faulkner, City Secretary

Chad Anderson, Mayor Pro-Tem

APPROVED AS TO FORM

Julie Fort, Attorney for the City

[Signature Page for Phase #2 Improvements Reimbursement Agreement]

Attachment: Creeks of Legacy PID No. 2 Phase 2 Reimbursement Agreement_v1 (clean) 2-21-18 (Creeks of Legacy Reimbursement

DEVELOPER:

CTMGT FRONTIER 80, LLC,
a Texas limited liability company

By: Centamar Terras, LLC,
a Texas limited liability company
Its Manager

By: CTMGT, LLC,
a Texas limited liability company
Its Sole Member

By: _____
Name: Mehrdad Moayed
Its: Sole Manager and Member

[Signature Page for Phase #2 Improvements Reimbursement Agreement]

DEVELOPER:

CADG CREEKS OF LEGACY WEST, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company,
Its Sole Member

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

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

By: _____
Name: Mehrdad Moayed,
Its: Manager

[Signature Page for Phase #2 Improvements Reimbursement Agreement]

DEVELOPER:

CADG CREEKS OF LEGACY STONEGATE, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company,
Its Sole Member

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

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

By: _____
Name: Mehrdad Moayed,
Its: Manager

[Signature Page for Phase #2 Improvements Reimbursement Agreement]



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jason Laumer, City Manager
CC: Jason Laumer, City Manager
Date: March 13, 2018
Re: Buffalo Ridge Impact Fee & Infrastructure Agreement

Action Requested:

Consider and act to authorize the city manager to negotiate and execute an agreement by and between the City of Celina and Pointe Buffalo Ridge, LLC, regarding impact fees and infrastructure. (DeBuff)

Background Information:

Agreement providing that the Developer will design, construct and install infrastructure, to be accepted by the city, in the following areas: Roadways, Storm drains, Water/Wastewater infrastructure. The agreement provides for the following fees per lot:

- Park Fees: up to \$1,500
- Water Fees: \$1,400
- Sewer Fees: \$1,600
- Roadway Fees: \$2,500
- Technology Fees: \$500

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed this agreement.

Supporting Documents:

- Proposed Development Agreement

Staff Recommendation:

Staff recommends approval.

IMPACT FEE AND INFRASTRUCTURE AGREEMENT

This Impact Fee and Infrastructure Agreement (this “Agreement”) is entered into by and between **Pointe Buffalo Ridge, LLC**, a Texas limited liability company (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 executed this Agreement (“Effective Date”).

ARTICLE I RECITALS

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

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

WHEREAS, the 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, the Developer owns the property described by metes and bounds in **Exhibit A** (the “Property”); and

WHEREAS, the Property is located wholly within the city limits of the City and depicted on **Exhibit B**; and

WHEREAS, the Developer intends to develop the Property as a master planned residential development; and

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

WHEREAS, the Parties intend that the Property will be developed in accordance with the development standards as set forth in certain planned development zoning standards adopted by Ordinance No. 2015-77 (PD-0045 [the “PD”]) attached hereto as **Exhibit D** (the “Development Standards”), which includes the original concept plan (the “Original Concept Plan”) attached to said Ordinance as Exhibit C thereto; and

WHEREAS, the Original Concept Plan has been superseded and replaced with the General Development Plan approved by the City on January 17, 2017, a copy of which is attached hereto as Exhibit C (the “Concept Plan”); and

WHEREAS, the Developer intends to construct or make financial contributions for the Public Infrastructure (as defined below) as set forth in this Agreement; and

WHEREAS, the City has agreed to provide economic incentives for the development of the Property as set forth in this Agreement.

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

ARTICLE II **GENERAL TERMS AND DEFINITIONS**

The recitals to this Agreement are incorporated herein for all purposes.

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement.

Impact Fees means “impact fee” as defined in Chapter 395 of the Texas Local Government Code for water, wastewater, and roadway improvements, as adopted by an ordinance of the City.

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

Additional terms are defined in Article I, Recitals, above, and in Sections 2.1, 2.3, 4.4, 6.1 and 8.1 below.

ARTICLE II **PUBLIC INFRASTRUCTURE**

2.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement or in the Plans (defined below), all Public Infrastructure shall be designed, constructed, and installed in compliance with the City Regulations in effect on the Effective Date and the City’s uniform engineering design standards in effect on the Effective Date. The City approved the general development plans and specifications for Phase 1 and Phase 2 of the development (including the Public Infrastructure related thereto) on the Consent Agenda of the City Council Regular Meeting on May 9, 2017 and on the Consent Agenda of the City Council Regular Meeting on September 12, 2017, respectively, and the general development plans and specifications for Phase 3 of the development will be submitted to the City for review and approval after the Effective Date (such plans and specifications are referred to in this Agreement as the “Plans”) and the Developer is authorized to construct and install the Public Infrastructure. Any contract the Developer enters into for construction or installation of the Public Infrastructure shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. Developer agrees to build the Public Infrastructure described in Section 4.3(b).

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. In addition to the rights granted to the City in the City Regulations, 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 in effect on the Effective Date (unless otherwise provided in this Agreement or in the Plans).

(b) Water and Wastewater Infrastructure. In addition to the rights granted to the City in the City Regulations, 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 in effect on the Effective Date (unless otherwise provided in this Agreement or in the Plans).

(c) The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, the Public Infrastructure in accordance with the Plans and other approved plans related to development of the Property.

(d) From and after the inspection and acceptance by the City of the Public Infrastructure required under this Agreement, such improvements shall be owned by the City and maintained by the City as set forth in Section 2.4 of this Agreement. The City shall only accept Public Infrastructure that is located in right-of-way that has been lawfully dedicated to the City or in an easement for the benefit of the City and suitable for the maintenance and operation of the Public Infrastructure.

(e) Approval of Plats/Plans. Approval by the City, the City's engineer, or other City employee or representative, of any plans, designs or specifications submitted by the Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer 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 City Regulations in effect on the Effective Date (unless otherwise provided in this Agreement or in the Plans).

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 commencing efforts to obtain the needed easements, consents or rights-of-way, 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 (a "Taking"). The Developer shall be responsible for funding all reasonable and necessary legal proceeding and litigation costs, attorney's fees, compensation awards or negotiated amounts for the condemned property interest, 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 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 Taking can be completed 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 additional Eminent Domain Fees with the City. Before paying any negotiated amount to avoid legal proceedings and/or litigation, the City shall present the negotiated amount in writing to the Developer. The Developer shall have two (2) business days (or longer if indicated in writing by the City) to approve the negotiated amount or direct the City to proceed with legal proceedings and litigation. Any unused escrow funds will be refunded to the Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, acceptance of the water and wastewater Public Infrastructure or any portion thereof and receipt of the required two-year maintenance bond for the benefit of the City, 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, acceptance of the roadway and storm water Public Infrastructure or any portion thereof and receipt of the required two-year maintenance bond for the benefit of the City, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Developer shall establish a homeowner's association to maintain and operate the open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances. Said improvements shall not be maintained and operated by the City unless the Parties agree in writing to the terms and conditions of maintenance and operation by the City.

ARTICLE III

DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations, which include uniform engineering design standards in effect on the Effective Date, unless otherwise provided in this Agreement or in the Plans and except to the extent that the Concept Plan and the Development Standards may vary from those terms, then the Concept Plan and the Development Standards shall control, and future amendments to the City Regulations and uniform engineering design standards shall not apply to the Property, unless Developer elects to apply the future amendments.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix, and general layout of the project. Any amendment to the Concept Plan or Development Standards approved as a zoning amendment shall be considered an amendment to this Agreement, and shall replace the attached Development Standards and become a part of this Agreement.

3.2 **Development Standard Revisions.** The City Manager of the City may administratively approve the following “minor revisions” to the Development Standards: (a) an increase in the height of any structure by five percent (5%) or less; (b) a setback reduction of ten percent (10%) or less; (c) an increase in lot coverage of five percent (5%) or less; and (d) a reduction in off-street parking of five percent (5%) or less. The City Council may permit exceptions to strict compliance with the Development Standards when the Developer demonstrates, to the reasonable satisfaction of the City Council, that the requested exception: (a) is not contrary to the public interest; (b) does not cause injury to adjacent property; and (c) does not materially adversely affect the quality of the development.

3.3 **Replat.** The Developer may submit a replat for all or any portion of the Property in accordance with the procedures for replats set forth in the City Regulations. Any replat shall be in general conformance with the Development Standards (including any amendments to either of the foregoing).

3.4 **Vested Rights.** The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

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

ARTICLE IV

DEVELOPMENT PROCESS AND CHARGES

4.1 **Development, Review and Inspection Fees.** Development of all portions of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation fees relating to platting, permitting, zoning, plan

review and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

4.2 Capital Recovery Fees. (a) The Developer is responsible for the construction of all Public Infrastructure as set forth in the Plans and this Agreement. The Parties agree that such roadway, water, and wastewater improvements will include all of the capital improvements and facility expansions necessitated by and attributable to the Property; therefore **no Impact Fees levied by the City will apply to the Property**. However, except as otherwise provided in this Section 4.2, the Developer shall be subject to all other lawfully adopted fees and charges due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, storm water fees, permit fees and inspection fees.

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

(c) Other than what is required in the PD and Concept Plan, no parkland dedication or construction of park improvements shall be required, and no fee related to maintenance of park improvements shall be required.

(d) Notwithstanding anything to the contrary in this Section 4.2 or any City Regulation or other regulation applicable to the Property, no capital recovery fees including, but not limited to, pro rata fees, Impact Fees, park fees, park maintenance fees, and other capital recovery fees, shall be charged against the Property other than the following:

- (i) Park fees up to \$1,500.00 per lot.
- (ii) Water capital recovery fees up to \$1,400 per lot.
- (iii) Sewer/wastewater capital recovery fees up to \$1,600 per lot.
- (iv) Roadway capital recovery fees up to \$2,500 per lot.
- (v) Technology capital recovery fees up to \$500 per lot.

All capital recovery fees applicable to individual lots will be due and payable at the time building permits are issued for each lot and will be collected from the owner of such single-family residential lot at the time the building permit is issued.

4.3 Additional Developer Obligations.

(a) The Developer shall not be required to make or fund any improvements, except for the Public Infrastructure as set forth in the Plans and in Section 4.3(b) of this Agreement (including, without limitation, any construction of roads adjacent to the Property). In the event of any conflict between the Plans and Section 4.3(b), the Plans shall control.

(b) The Parties acknowledge and agree that the City is providing economic incentives and permitting Developer to deviate from the City construction standards (as the latter is set forth in the Plans [including, without limitation, permitting all streets constructed on the Property to be 29' wide with 6" thick paving]) in consideration of Developer's agreement to:

- (i) obtain a 15' sanitary sewer easement off-site as depicted and described in **Exhibit E** and install a sanitary sewer line within such sanitary sewer easement prior to substantial completion of Phase 1 and Phase 2 of the development;
- (ii) grant to the City a right-of-way over the eastern 40' of the Property immediately adjacent to and west of County Road 97 as depicted on **Exhibit F** (provided, however, that such grant is not required until the plats covering Phase 1 and Phase 2 of the development are recorded);
- (iii) designate on the final plat of the Property a portion of the southern boundary of the Property, as depicted on **Exhibit F**, as a common area lot to be landscaped as described on **Exhibit F-1**, irrigated, owned and maintained by the homeowner's association;
- (iv) construct, with respect to each of Phase 2 and Phase 3 (and prior to substantial completion of the applicable phase), a board on board fence (stained and having a height of 6') in the location shown on **Exhibit F**;
- (v) deposit with a third-party escrow agent, following recordation of the plats covering Phase 1 and Phase 2 of the development, the funds required for construction of a 10' wide sidewalk along County Road 97, in the amounts itemized in **Exhibit G**; and
- (vi) install an 18" water line on the Property and in the approximate location depicted in **Exhibit H** upon the earlier of (i) substantial completion of Phase 2 of the development, and (ii) the date on which the City completes construction of the tie-in for such water line at the intersection of County Road 97 and County Road 134).

4.4 INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC IMPROVEMENTS 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 OR CONSTRUCTION OF THE PUBLIC IMPROVEMENTS; (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, OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC IMPROVEMENTS 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 GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.5 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 IMPOSED BY THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; OR

(C) NUISANCE.

(ii) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, 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 4.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V **TERM**

The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI **EVENTS OF DEFAULT; REMEDIES**

6.1 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 (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given an opportunity to cure the alleged failure as provided herein, and within thirty (30) days, the Party to whom the notice was given cures the failure. A Party that does not timely cure a failure shall be deemed in default. If a Party who has received notice under this Section 6.1 cannot cure an alleged failure using reasonable efforts within thirty (30) days after receipt of written notice, such Party shall give written notice to the other Party within such thirty (30) day period (a) stating that the Party cannot cure the alleged failure within thirty (30) days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within thirty (30) days after the initial written notice of the alleged failure has been given.

6.2 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 VII **ASSIGNMENT AND ENCUMBRANCE**

7.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Developer, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall

contain a representation by the assignee in the form of a verification acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

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

7.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer (as defined in Section 8.1 below) of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "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.

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

7.5 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof or any of its rights or benefits under this Agreement:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Developer.

ARTICLE VIII

RECORDATION AND ESTOPPEL CERTIFICATES

8.1 Binding Obligations. This Agreement, all amendments hereto and all assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property and is fully binding on all successors, heirs, and assigns of the Developer who acquire any right, title, or interest in or to the Property, or any part thereof; 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 PD and City Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

8.2 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 to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City 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 requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE IX

ADDITIONAL PROVISIONS

9.1 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) constitute a legislative finding by the City Council. 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.

9.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be in writing and will be deemed to have been received when: (a) personally delivered or transmitted by 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); (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

Attn: City Manager
City of Celina
142 North Ohio

Celina, TX 75009

With a copy to: Messer, Rockefeller & Fort, PLLC
Attn: Julie Fort
6371 Preston Rd. Suite 200
Frisco, TX 75034

To the Developer: Attn: Neal Heckel
Pointe Buffalo Ridge, LLC
6860 Dallas Parkway, Suite 200
Plano, Texas 75024

With a copy to: Ashley Anderson
Thompson & Knight LLP
1722 Routh Street, Suite 1500
Dallas, Texas 75201

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.

9.3 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.

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

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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, provided any such document shall not materially alter the terms and conditions of the agreement contemplated by 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.

9.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds of the Property
Exhibit B	Property Depiction
Exhibit C	Concept Plan
Exhibit D	Development Standards (PD-0045 with Original Concept Plan)
Exhibit E	Sanitary Sewer Easement
Exhibit F	County Road 97 Right-of-Way, Common Area Lot and Fence
Exhibit F-1	Landscaping Details
Exhibit G	Itemized Statement for Sidewalk Escrow
Exhibit H	Water Line Location

9.13 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 not an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

9.14 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. As soon as practicable 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.

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

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

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____

CITY OF CELINA

By: _____
Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM

Julie Fort, Attorney for City

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Date: _____

DEVELOPER:

Pointe Buffalo Ridge, LLC
a Texas limited liability company

By: _____

Name: Neal Heckel

Title: President

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the __ day of _____, 2018 by Neal Heckel, the President of Pointe Buffalo Ridge, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of Texas_____
Name printed or typed

Commission Expires: _____

EXHIBIT A**Property Metes and Bounds**

BEING a tract of land situated in the L.M. BOYD SURVEY, ABSTRACT NO. 48, Collin County, Texas, and being a portion of that tract of land conveyed to Bellaire Partners, L.L.C., according to the document filed of record in Document Number 20160222000196050, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail found for the southeast corner of said Bellaire Partners, L.L.C. tract, at the approximate centerline intersection of County Road 97 and County Road 100, same being the northeast corner of a tract of land conveyed to Central Frisco, LTD., according to document filed of record in Document Number 20080306000268700, Official Public Records, Collin County, Texas, and being in the west line of DC Ranch, Phase 1, according to the plat thereof recorded in Document Number 20070409010001240 (Cabinet 2007, Page 189), Official Public, Records, Collin County, Texas, together with the Affidavit of Correction of Plat, DC Ranch, Phase 1, recorded in Document Number 20110317000286850, Official Public, Records, Collin County, Texas, from whence a railroad spike found in the approximate centerline of County Road 134 for the northeast corner of said Bellaire Partners, L.L.C. tract bears North 00° 49' 49" West, 2,585.16 feet;

THENCE South 88° 40' 21" West, with the south line of said Bellaire Partners, L.L.C. tract, the north line of said Central Frisco, LTD. tract and the approximate centerline of said County Road 100, a distance of 1,587.40 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" set for the southwest corner of said Bellaire Partners, L.L.C. tract, same being the southeast corner of that tract of land conveyed to CR 100 Thirty-Three Partners, LP, according to the document filed of record in Document Number 20150224000195720, Official Public Records, Collin County, Texas, from whence a 3/8 inch iron rod found (disturbed) bears North 68° 32' 44" East, 0.17 feet;

THENCE North 00° 45' 17" West, with the west line of said Bellaire Partners, L.L.C. tract, the east line of said CR 100 Thirty-Three Partners, LP tract and the east line of a tract of land conveyed to Alla 33 Partners, LLC, according to the document filed of record in Document Number 20150224000195730, Official Public Records, Collin County, Texas, a distance of 1,627.28 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" set for corner;

THENCE North 72° 06' 56" East, departing the west line of said Bellaire Partners, L.L.C. tract and the east line of said Alla 33 Partners, LLC tract, a distance of 890.94 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" set for corner;

THENCE North 89° 42' 12" East, a distance of 733.46 feet to a 1/2" iron rod with yellow plastic cap stamped "DAA" set for corner in the east line of said Bellaire Partners, L.L.C. tract, same being the west line of said DC Ranch, Phase 1;

THENCE South 00° 49' 49" East, with the east line of said Bellaire Partners, L.L.C. tract and the west line of said DC Ranch, Phase 1, a distance of 1,867.96 feet to the **POINT OF BEGINNING** and containing 65.904 acres of land, more or less.

EXHIBIT B

Property Depiction

CELINA
A 65 ACRE COMMUNITY

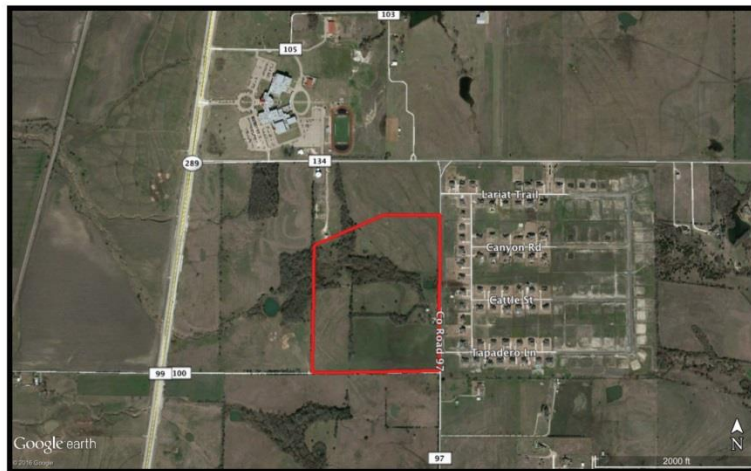
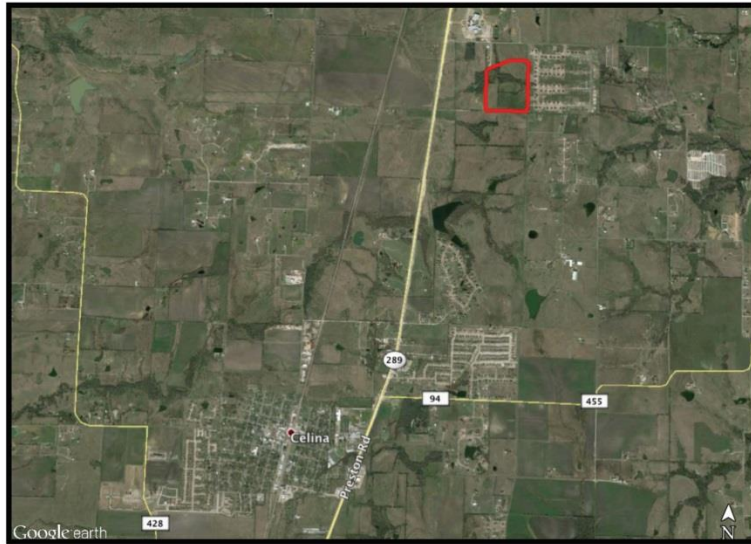


EXHIBIT C

Concept Plan

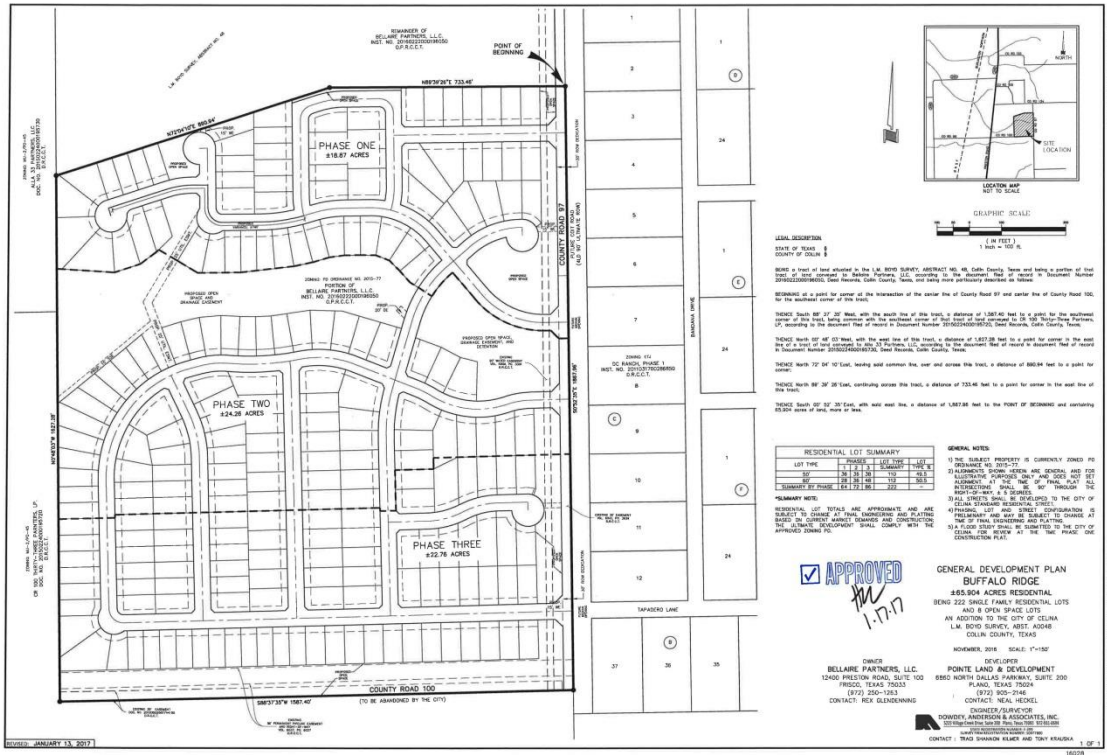
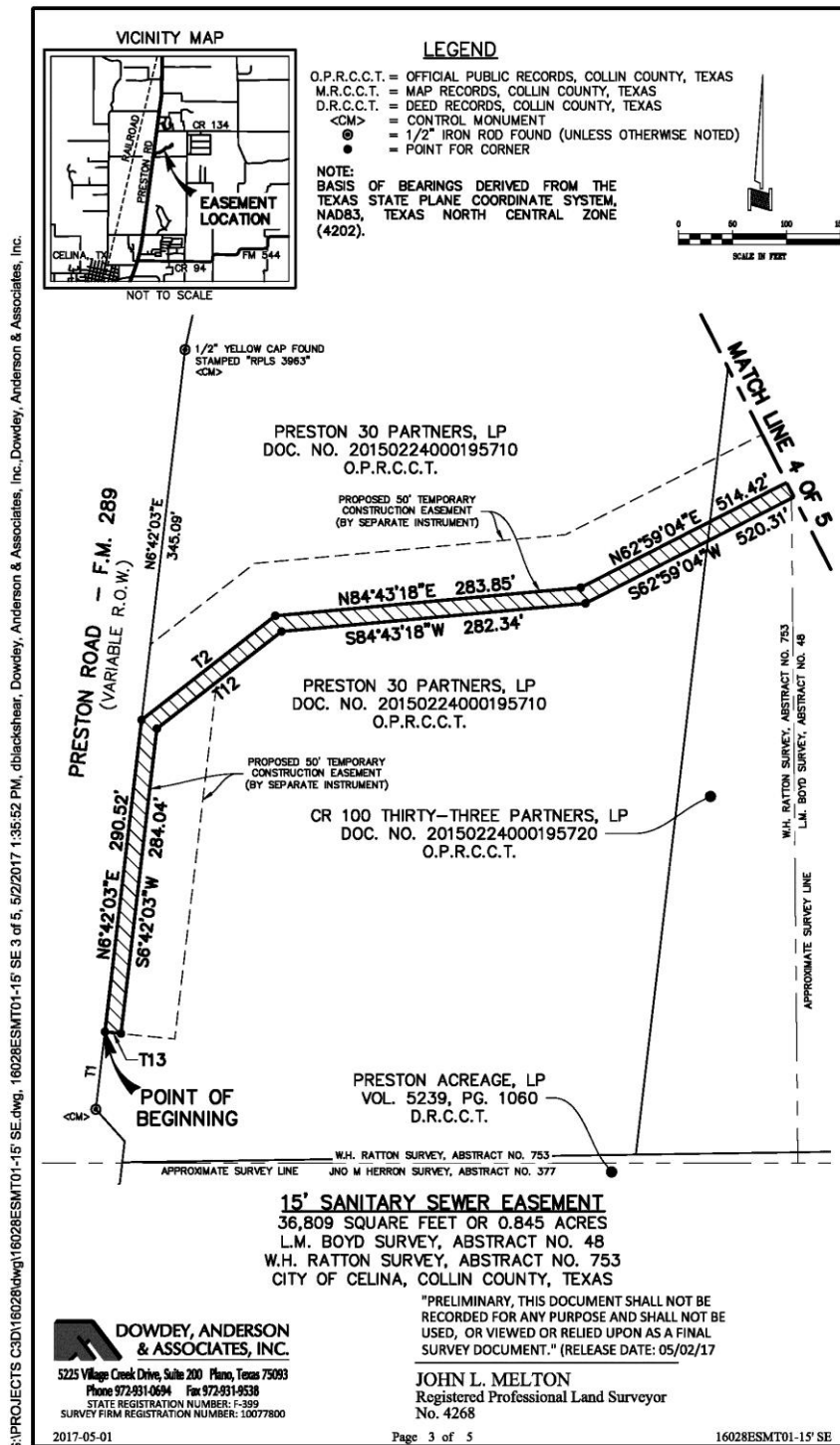


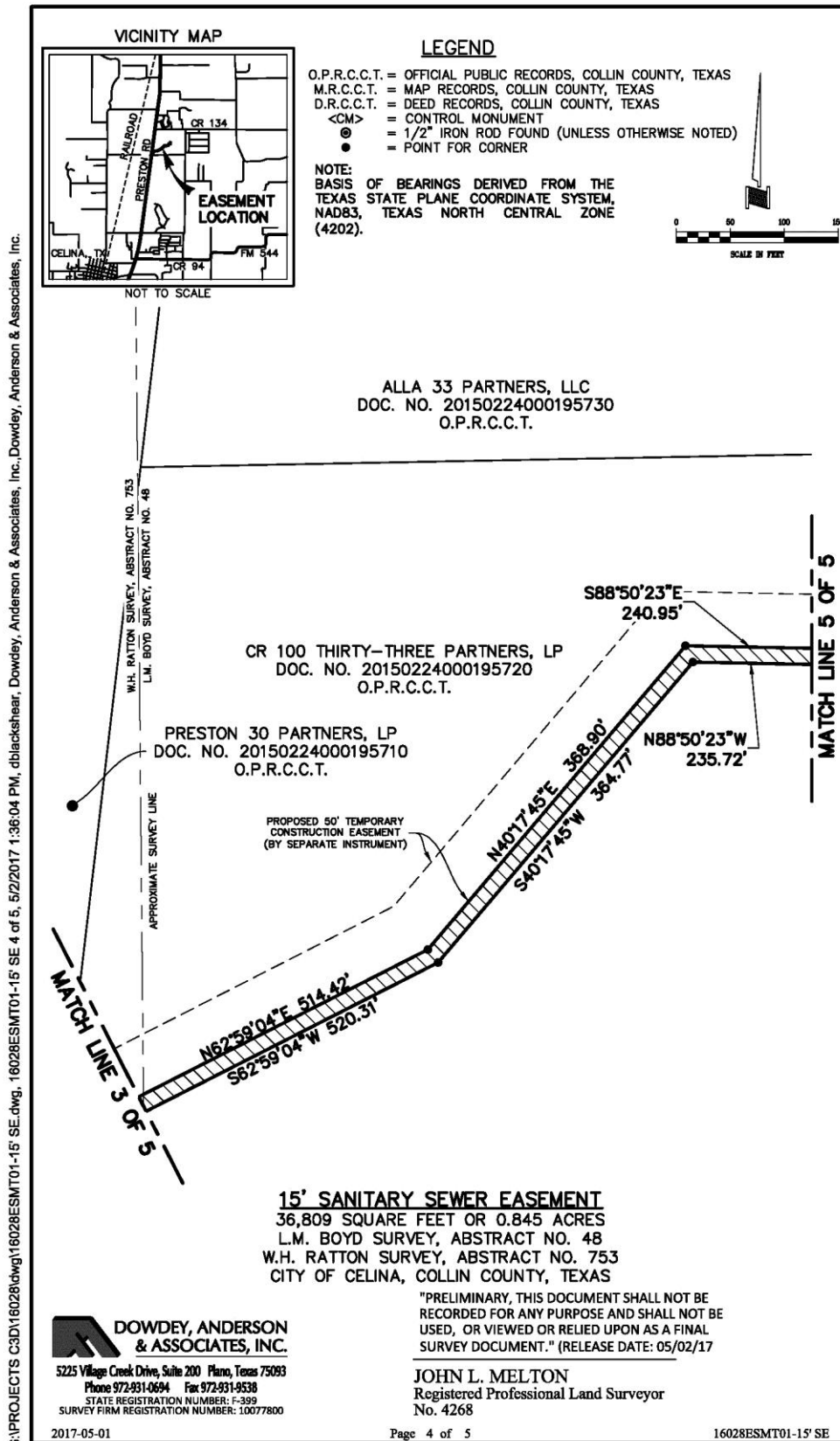
EXHIBIT D**Development Standards**

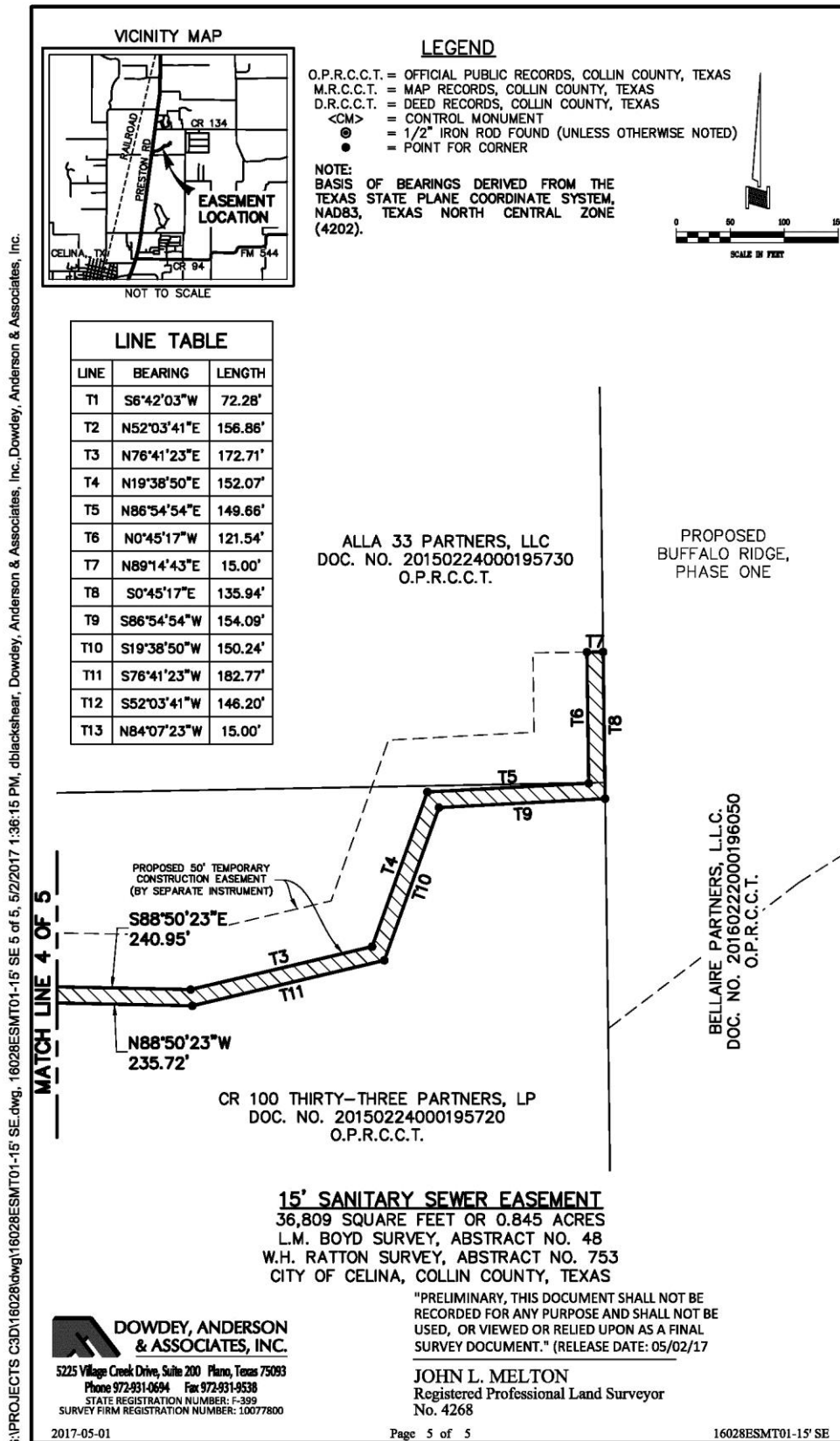
[Ordinance No. 2015-77 Attached]

EXHIBIT E
Sanitary Sewer Easement









**LEGAL DESCRIPTION
15' SANITARY SEWER EASEMENT**

BEING a tract of land situated in the L.M. BOYD SURVEY, ABSTRACT NO. 48, and W.H. RATTON ON SURVEY, ABSTRACT NO. 753, Collin County, Texas, and being a portion of that tract of land conveyed to Preston 30 Partners, LP, according to the document filed of record in Document Number 20150224000195710, Official Public Records, Collin County, Texas, and being a portion of that tract of land conveyed to CR 100 Thirty-Three Partners, LP, according to the document filed of record in Document Number 20150224000195720, Official Public Records, Collin County, Texas, and being a portion of that tract of land conveyed to Alla 33 Partners, LLC, according to the document filed of record in Document Number 20150224000195730, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the east line of Preston Road, a variable width right-of-way, and being common with the west line of said Preston 30 Partners, LP tract, from which a 1/2 inch iron rod with a yellow plastic cap found for the most westerly southwest corner of said Preston 30 Partners, LP tract bears S 06° 42' 03" W, 72.28 feet;

THENCE N 06° 42' 03" E, with said common line, a distance of 290.52 feet to a point for corner from which a 1/2 inch iron rod with a yellow plastic cap stamped "RPLS 3963" found in said common line, bears N 06° 42' 03" E, 345.09 feet;

THENCE Leaving said common line, over and across said Preston 30 Partners, LP tract, and the above mentioned CR 100 Thirty-Three Partners, LP, and Alla 33 Partners, LLC tracts, the following ten (10) courses and distances:

N 52° 03' 41" E, a distance of 156.86 feet to a point for corner;

N 84° 43' 18" E, a distance of 283.85 feet to a point for corner;

N 62° 59' 04" E, a distance of 514.42 feet to a point for corner;

N 40° 17' 45" E, a distance of 368.90 feet to a point for corner;

S 88° 50' 23" E, a distance of 240.95 feet to a point for corner;

N 76° 41' 23" E, a distance of 172.71 feet to a point for corner;

N 19° 38' 50" E, a distance of 152.07 feet to a point for corner;

N 86° 54' 54" E, a distance of 149.66 feet to a point for corner;

N 00° 45' 17" W, a distance of 121.54 feet to a point for corner;

N 89° 14' 43" E, a distance of 15.00 feet to a point in the east line of the above mentioned Alla 33 Partners, LLC tract, said being common with the west line of a tract of land

conveyed to Bellaire Partners, L.L.C., according to the document filed of record in Document Number 20160222000196050, Official Public Records, Collin County, Texas;

THENCE S 00° 45' 17" E, with said common line, a distance of 135.94 feet to a point for corner;

THENCE Leaving said common line, over and across said Alla 33 Partners, LLC tract, and the above mentioned CR 100 Thirty-Three Partners, LP and Preston 30 Partners, LP tracts, the following ten (10) courses and distances:

S 86° 54' 54" W, a distance of 154.09 feet to a point for corner;

S 19° 38' 50" W, a distance of 150.24 feet to a point for corner;

S 76° 41' 23" W, a distance of 182.77 feet to a point for corner;

N 88° 50' 23" W, a distance of 235.72 feet to a point for corner;

S 40° 17' 45" W, a distance of 364.77 feet to a point for corner;

S 62° 59' 04" W, a distance of 520.31 feet to a point for corner;

S 84° 43' 18" W, a distance of 282.34 feet to a point for corner;

S 52° 03' 41" W, a distance of 146.20 feet to a point for corner;

S 06° 42' 03" W, a distance of 284.04 feet to a point for corner;

N 84° 07' 23" W, a distance of 15.00 feet to the **POINT OF BEGINNING**, and containing 0.845 acres, (36,809 square feet) of land, more or less.

EXHIBIT F

County Road 97 Right-of-Way, Common Area Lot and Fence

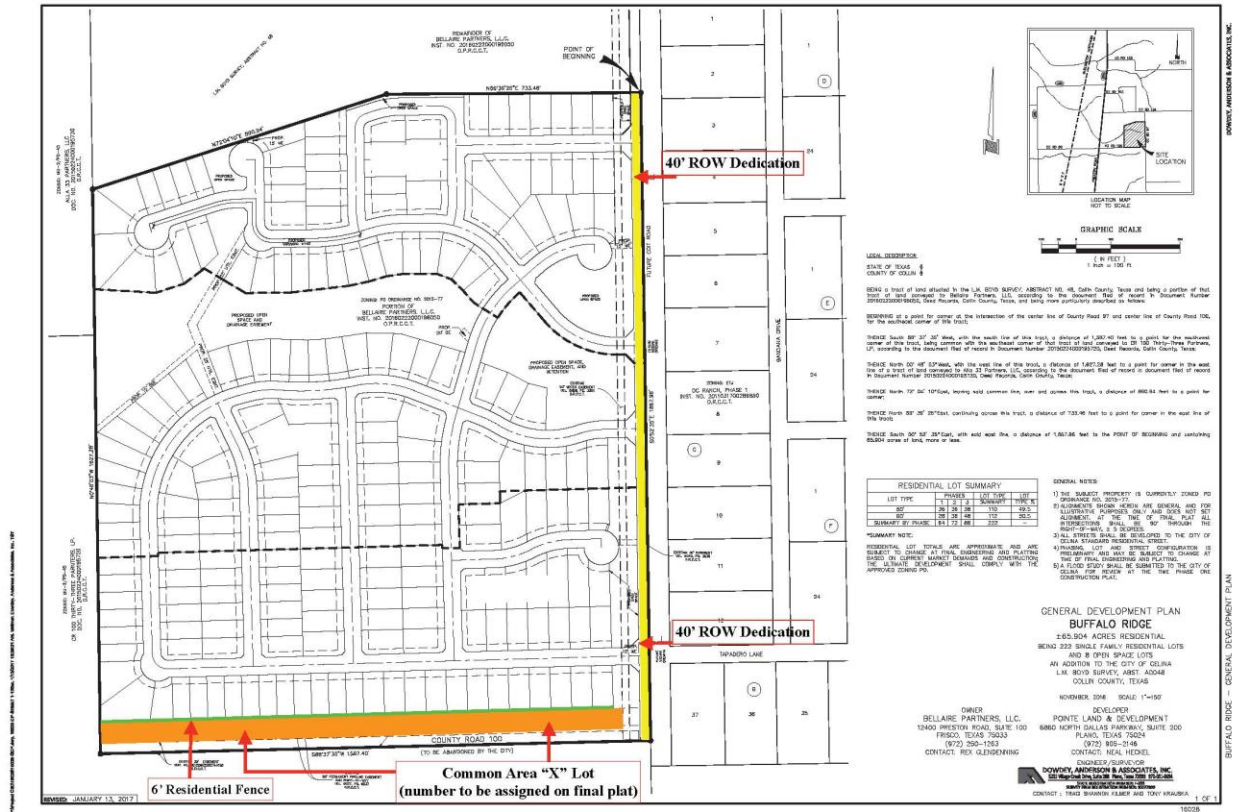


EXHIBIT F-1**Landscaping Details**

The portion of the southern boundary of the Property as depicted on **Exhibit F** shall be landscaped with tree and bush clusters consisting of 3 trees (mix of eastern red cedar and red oak) and 2 bushes per cluster location. The landscape clusters cannot be located within the existing gas line easement. Landscape clusters shall be placed a maximum of seventy five (75') apart along the applicable portion of the southern boundary of the Property.

EXHIBIT G**Itemized Statement for Sidewalk Escrow**

[Attached]



**DOWDEY, ANDERSON
& ASSOCIATES, INC.**
CIVIL ENGINEERS

5225 Village Creek Drive
Suite 200
Plano, Texas 75093
972-931-0694
972-931-9538 Fax

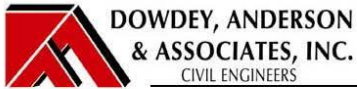
BUFFALO RIDGE Phase 1
City of Celina, Collin County, Texas
City Approved GDP & Phase 1 & 2 Construction Plats
Item Cost Estimate

Prepared: **11-17-17**

Revised: **02-06-18**

Sidewalk CR97)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(± #)	(\$)
10ft Wide (916lf)	\$ 4.65	S.F.	9,160	\$42,594.00
Barrier Free Ramps	\$1300.00	EA.	4	\$5200.00
Total				\$47,794.00

DOWDEY, ANDERSON & ASSOCIATES, INC.
State Registration No. F-399



5225 Village Creek Drive
Suite 200
Plano, Texas 75093
972-931-0694
972-931-9538 Fax

BUFFALO RIDGE – Phase 2
City of Celina, Collin County, Texas
City Approved GDP & Phase 1 & 2 Construction Plats
Item Cost Estimate

Prepared: **11-17-17**
Revised: **02-06-18**

Sidewalk CR97)	UNIT COST	UNIT	QTY	TOTAL
	(\$)	(-)	(±#)	(\$)
10ft Wide (952lf)	\$ 4.65	S.F.	9520	\$44,268.00
Barrier Free Ramps	\$1300.00	EA.	4	\$5200.00
Total				\$49,468.00

DOWDEY, ANDERSON & ASSOCIATES, INC.
State Registration No. F-399

EXHIBIT H

Water Line Location



EXHIBIT D

CITY OF CELINA, TEXAS

ORDINANCE 2015- 77
LITTELL PD#45 AMENDMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 93.277ACRE TRACT OF LAND LOCATED IN THE L M BOYD SURVEY, ABSTRACT NUMBER 48, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #60; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as "PD" Planned Development District, #60 on a certain tract of land described in in Exhibit "A" and depicted in Exhibit "B".

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit "A" attached hereto and incorporated herein, as "PD" Planned Development District #60.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit "C"; the development standards set forth in Exhibit "D" and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

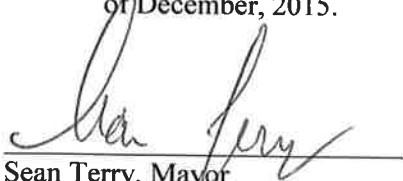
The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

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 7th day of December, 2015.


Sean Terry, Mayor
City of Celina, Texas

ATTEST:


Vicki Faulkner, City Secretary
City of Celina, Texas



[SEAL]

APPROVED AS TO FORM:

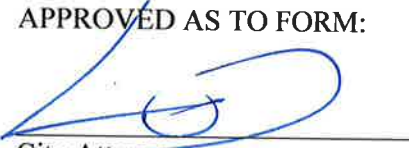

City Attorney
City of Celina, Texas

Exhibit "A"**Tract I**

BEING all that certain 11.93 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found in asphalt for the Northeast corner of the herein described tract, same being the Northeast corner of said Tract 1, same being in the intersection of the West right-of-way line of County Road 97 (60 foot dedication per Document Number 2011031700286850, Plat Records, Collin County, Texas) and the approximate centerline of County Road 134, same being in the South line of that certain tract of land conveyed to Four Wind Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, Collin County, Texas;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said Tract 1 and said County Road 97, a distance of 717.20 feet to a point for the Southeast corner of the herein described tract;

THENCE through the interior of said Tract 1 as follows:

South 89 deg. 09 min. 49 sec. West, a distance of 733.46 feet to a point for the Southwest corner of the herein described tract;

North 00 deg. 47 min. 00 sec. West, a distance of 708.09 feet to a point for the Northwest corner of the herein described tract, same being in the North line of said Tract 1, same being in the approximate centerline of County Road 134 (prescriptive 60' right-of-way);

THENCE along the common line of said Tract 1 and said County Road 134 as follows:
North 88 deg. 56 min. 00 sec. East, a distance of 48.32 feet to a railroad spike found in asphalt for angle point;

North 88 deg. 24 min. 47 sec. East, a distance of 677.86 feet to the POINT OF BEGINNING and containing 11.93 acre of computed land, more or less.

Tract II

BEING all that certain 15.43 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a railroad spike found in asphalt for the Northeast corner of that certain tract of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, same being in the intersection of the West right-of-way line of County Road 97 (60 foot dedication per Document Number 2011031700286850, Plat Records, Collin County, Texas) and the approximate centerline

of County Road 134, same being in the South line of that certain tract of land conveyed to Four Wind Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, Collin County, Texas;

THENCE along the common line of said Tract I and said approximate centerline of County Road 134 as follows:

South 88 deg. 24 min. 47 sec. West, a distance of 677.86 feet to a railroad spike found in asphalt for angle point;

South 88 deg. 56 min. 00 sec. West, a distance of 48.32 feet to a point for the Northeast corner of the herein described tract;

THENCE through the interior of said Tract I as follows:

South 00 deg. 47 min. 00 sec. East, a distance of 708.09 feet to a point for the Southeast corner of the herein described tract;

South 71 deg. 34 min. 33 sec. West, a distance of 890.95 feet to a point for the Southwest corner of the herein described tract, same being in the East line of that certain tract of land conveyed to Alla 33 Partners, LLC, by deed recorded under Instrument Number 20150224000195730, Official Public Records, Collin County, Texas;

THENCE North 01 deg. 17 min. 40 sec. West, along the common line of said Tract I and said Alla tract, a distance of 688.85 feet to a point for the most westerly Northwest corner of the herein described tract, same being the Southwest corner of that certain tract of land conveyed to Gunter Water, by deed recorded in Volume 2936, Page 496, Deed Records, Collin County, Texas;

THENCE along the common line of said Tract I and said Gunter Water (Volume 2936, Page 496) tract as follows;

North 88 deg. 42 min. 20 sec. East, a distance of 160.91 feet to a point for internal corner, same being the Southeast corner of said Gunter Water (Volume 2936, Page 496) tract;
North 01 deg. 40 min. 34 sec. West, passing the Northeast corner of said Gunter Water (Volume 2936, Page 496) tract, same being the Southeast corner of that certain tract of land conveyed to Gunter Water, by deed recorded in Volume 795, Page 810, Deed Records, Collin County, Texas, and continuing along the common line of said Tract I and said Gunter Water (Volume 795, Page 810) tract, a total distance of 286.41 feet to a mag nail found in asphalt for the most northerly Northwest corner of the herein described tract, same being the Northeast corner of said Gunter Water (Volume 795, Page 810) tract, same being in the approximate centerline of aforesaid County Road 134;

THENCE North 88 deg. 56 min. 00 sec. East, along the common line of said Tract I and said approximate centerline of County Road 134, a distance of 698.74 feet to the POINT OF BEGINNING and containing 15.43 acres of computed land, more or less.

Tract III

BEING all that certain 65.90 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being a portion of Tract I and II conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found in asphalt for the Northeast corner of said Tract I, same being in the intersection of the West right-of-way line of County Road 97 (60 foot dedication per Document Number 2011031700286850, Plat Records, Collin County, Texas) and the approximate centerline of County Road 134, same being in the South line of that certain tract of land conveyed to Four Wind Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, Collin County, Texas;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said Tract I and said County Road 97, a distance of 717.20 feet to a point for the Northeast corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said Tract I and the approximate centerline of said County Road 97, passing the Southeast corner of said Tract I, same being the Northeast corner of aforesaid Tract II, and continuing along the common line of said Tract II and said approximate centerline of said County Road 97, a total distance of 1867.96 feet to a 3/8 inch iron rod found in asphalt for the Southeast corner of the herein described tract, same being the Southeast corner of said Tract II, same being in the intersection of County Road 97 and County Road 100, same being the Northeast corner of that certain tract of land conveyed to Central Frisco, Ltd., by deed recorded under Instrument Number 20080306000268700, Official Public Records, Collin County, Texas;

THENCE South 88 deg. 07 min. 58 sec. West, along the common line of said Tract II and said Central Frisco tract, same being the approximate centerline of said County Road 100, a distance of 1587.40 feet to a 3/8 inch iron rod found in gravel for the Southwest corner of the herein described tract, same being the Southwest corner of said Tract II, same being the Southeast corner of that certain tract of land conveyed to CR 100 Thirty-Three Partners, LP, by deed recorded under Instrument Number 20150224000195720, said Official Public Records;

THENCE North 01 deg. 17 min. 40 sec. West, along the common line of said Tract II and said CR 100 tract, passing the Northeast corner of said CR 100 tract, same being the Southeast corner of that certain tract of land conveyed to Alla 33 Partners, LLC, by deed recorded under Instrument Number 20150224000195730, said Official Public Records, and continuing along the common line of said Tract II and said Alla tract, passing the Northwest corner of said Tract II, same being the Southwest corner of aforesaid Tract I, and continuing along the common line of said Tract I and said Alla tract, a total distance of 1627.28 feet to a point for the Northwest corner of the herein described tract;

THENCE through the interior of said Tract I as follows:
North 71 deg. 34 min. 33 sec. East, a distance of 890.95 feet to a point for angle point;

North 89 deg. 09 min. 49 sec. East, a distance of 733.46 feet to the POINT OF BEGINNING and containing 65.90 acres of computed land, more or less.

Overall Description

BEING all that certain 93.277 acre tract of land situated in the L. M. Boyd Survey, Abstract No. 48, Collin County, Texas, and being all of Tract I conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 535, Deed Records, Collin County, Texas, and being all of Tract II conveyed to Philip M. Littell, by deed recorded in Volume 2869, Page 529, said Deed Records, and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found in asphalt for the Southeast corner of the herein described tract, same being the Southeast corner of said Tract II, same being in the intersection of County Road 97 and County Road 100, same being the Northeast corner of that certain tract of land conveyed to Central Frisco, Ltd., by deed recorded under Instrument Number 20080306000268700, Official Public Records, Collin County, Texas, same being in the West line of DC Ranch, Phase I, an addition to the City of Celina, Collin County, Texas, according to the plat thereof recorded under Instrument Number 20070406070001240, said Official Public Records;

THENCE South 88 deg. 07 min. 58 sec. West, along the common line of said Tract II and said Central Frisco tract, same being the approximate centerline of said County Road 100, a distance of 1587.40 feet to a 3/8 inch iron rod found in gravel for the Southwest corner of the herein described tract, same being the Southwest corner of said Tract II, same being the Southeast corner of that certain tract of land conveyed to CR 100 Thirty-Three Partners, LP, by deed recorded under Instrument Number 20150224000195720, said Official Public Records;

THENCE North 01 deg. 17 min. 40 sec. West, along the common line of said Tract II and said CR 100 tract, passing the Northeast corner of said CR 100 tract, same being the Southeast corner of that certain tract of land conveyed to Alla 33 Partners, LLC, by deed recorded under Instrument Number 20150224000195730, said Official Public Records, and continuing along the common line of said Tract II and said Alla tract, passing the Northwest corner of said Tract II, same being the Southwest corner of aforesaid Tract I, and continuing along the common line of said Tract I and said Alla tract, a total distance of 2314.13 feet to a 1/2 inch iron rod set for the most westerly Northwest corner of the herein described tract, same being the Southwest corner of that certain tract of land conveyed to Gunter Water, by deed recorded in Volume 2936, Page 496, aforesaid Deed Records;

THENCE along the common line of said Tract I and said Gunter Water (Volume 2936, Page 496) tract as follows:

North 88 deg. 42 min. 20 sec. East, a distance of 160.91 feet to a 1/2 inch iron rod set for internal corner, same being the Southeast corner of said Gunter Water (Volume 2936, Page 496) tract;
North 01 deg. 40 min. 34 sec. West, passing the Northeast corner of said Gunter Water (Volume 2936, Page 496) tract, same being the Southeast corner of that certain tract of land conveyed to Gunter Water, by deed recorded in Volume 795, Page 810, aforesaid Deed Records, and continuing along the common line of said Tract I and said Gunter Water (Volume 795, Page 810) tract, a total distance of 286.41 feet to a mag nail in asphalt found for the most northerly Northwest corner of the herein described tract, same being the Northeast corner of said Gunter Water (Volume 795, Page 810) tract, same being in the approximate centerline of aforesaid County Road 134, same being in the South line of that certain tract of land conveyed to Celina Independent School District, by deed recorded under Instrument Number 20070404000455450, aforesaid Official Public Records;

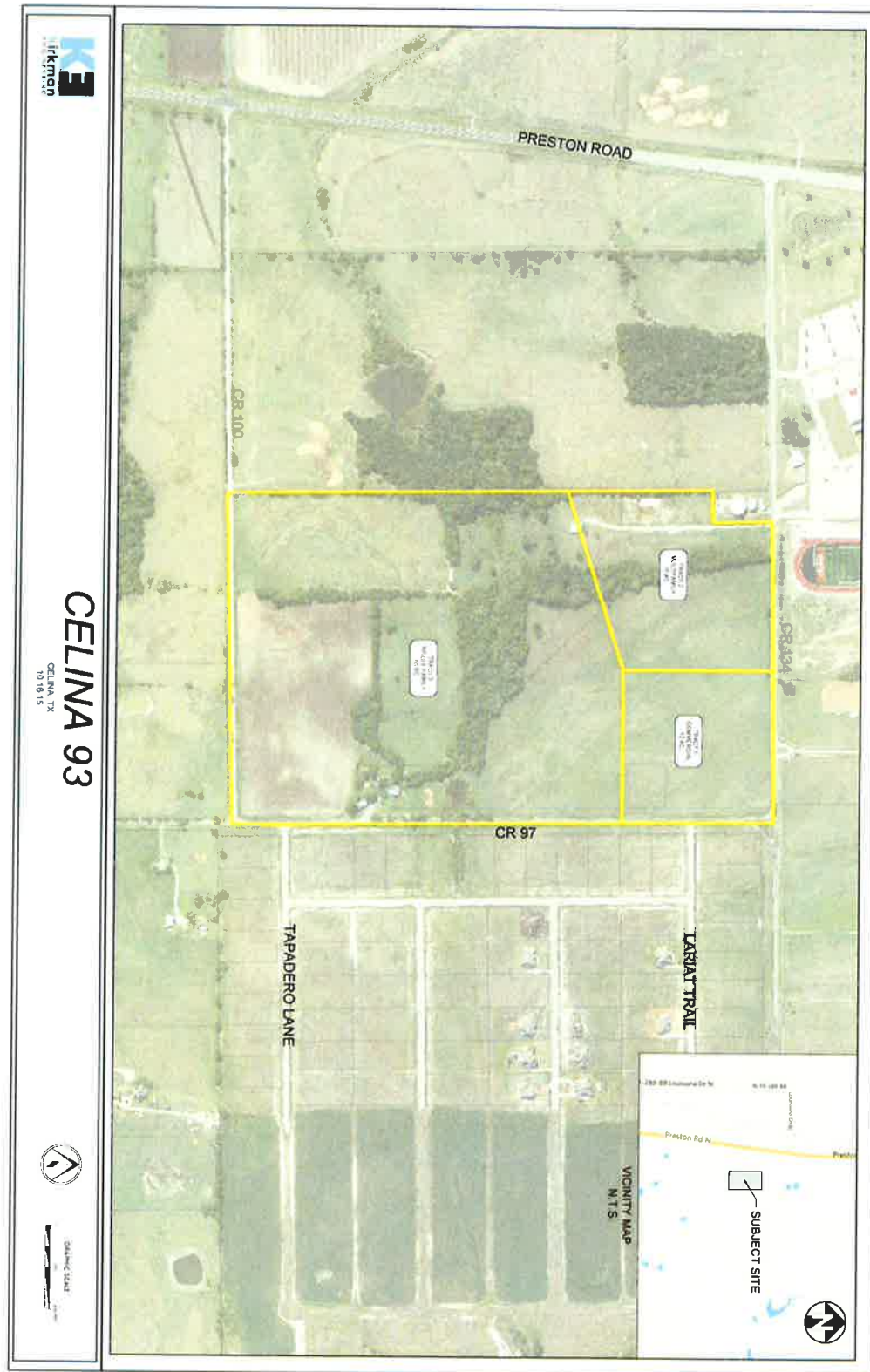
THENCE North 88 deg. 56 min. 00 sec. East, along the common line of said Tract I and said School District tract, same being the approximate centerline of said County Road 134, a distance of 747.07 feet to a railroad spike found for angle point, same being the Southeast corner of said

School District tract, same being the Southwest corner of that certain tract of land conveyed to Four Winds Enterprises, LTD, by deed recorded under Instrument Number 20090508000560230, said Official Public Records;

THENCE North 88 deg. 24 min. 47 sec. East, along the common line of said Tract I and said Four Winds (20090508000560230) tract, passing the Southeast corner of said Four Winds (20090508000560230) tract, same being the Southwest corner of that certain tract of land conveyed to Four Winds Enterprises, LTD., by deed recorded in Volume 5476, Page 8080, aforesaid Deed Records, and continuing along the common line of said Tract I and said Four Winds (Volume 5476, Page 8080) tract, same being the approximate centerline of said County Road 134, a total distance of 677.86 feet to a railroad spike found in asphalt for the Northeast corner of the herein described tract, same being the Northeast corner of said Tract I, same being in the intersection of said County Road 134 and aforesaid County Road 97, same being in the West line of aforesaid DC Ranch, Phase I;

THENCE South 01 deg. 22 min. 12 sec. East, along the common line of said Tract I and said DC Ranch, Phase I, same being the approximate centerline of said County Road 97, passing the Southeast corner of said Tract I, same being the Northeast corner of aforesaid Tract II, and continuing along the common line of said Tract II and said DC Ranch, Phase I, same being the approximate centerline of said County Road 97, a total distance of 2585.16 feet to the POINT OF BEGINNING and containing 93.277 acre of computed land, more or less.

Exhibit "B"



Attachment: Exhibit D Buffalo Ridge (Celina) Approved PD-93 (Buffalo Ridge Impact Fee & Infrastructure Agreement)

Exhibit "C"



Attachment: Exhibit D Buffalo Ridge (Celina) Approved PD-93 (Buffalo Ridge Impact Fee & Infrastructure Agreement)

**Exhibit “D”
Development Standards**

PLANNED DEVELOPMENT DISTRICT STANDARDS

1.0 TRACT 1 STANDARDS

MIXED-USE: RETAIL AND COMMERCIAL

All Retail and Commercial Development within the PD (see Concept Plan) shall meet the standards of the Retail and Office (RO) zoning district as established in the City of Celina Zoning Ordinance as they exist or may be amended. The following regulations shall also be applicable:

1.1 Permitted Uses: The following uses shall be allowed:

- a. Armed Services Recruiting
- b. Artist Studio
- c. Auto Laundry or Carwash (CUP required if adjacent to Single Family detached development)
- d. Auto Supply Store for new & rebuilt parts
- e. Bakery or Confectionary (retail)
- f. Bank/Credit Unions
- g. Child Day Care (business)
- h. Church/Place of Worship
- i. Convenience Store without gas sales
- j. Farmers Market (public)
- k. Food or Grocery Store
- l. Garden Shop (inside storage)
- m. General Retail Store
- n. Laundry/Dry Cleaning (drop off/ pick up)
- o. Offices (Professional and general business)
- p. Parking Lot Structure, Commercial (auto)
- q. Personal Services Shop
- r. Pet and animal grooming shop (No outdoor kennel)
- s. Restaurant (Drive-In service, with or without drive-through service)
- t. Retirement Home/Home for the Aged
- u. Theatre or Playhouse (indoor)
- v. Veterinarian (indoor kennels)

1.2 Permitted with Conditional Use Permit: The following uses shall be allowed with an approved CUP:

- a. Funeral Home with or without crematorium
- b. Kiosk (providing a service)
- c. Tire Dealer with Open Storage
- d. Outdoor Display/sales (shall be screened and may not exceed 15% percent of the total gross floor area of the entire structure)
- e. Nursery (retail sales outdoor)

- f. Auto repair (Major/minor)
- g. Auto Laundry or carwash (CUP required if adjacent to Single Family detached development)
- h. Club, private (class I & II)
- i. Convenience Store with gas sales
- j. Extended Stay Hotels/Motels (residence hotels)

1.3 Prohibited Uses:

- a. Check Cashing Services
- b. Recycling Kiosk
- c. Sexually Oriented Business
- d. Multi-Family
- e. Motel

1.4 Design Guidelines:

a. Area Regulations:

- i. Maximum lot size: No Maximum lot size.
- ii. Minimum lot size: No lot shall be less than 10,000 square feet.
- iii. Front yard: A minimum building setback of twenty-five (25) feet shall be provided on the front of the lot. A corner lot shall have 2 front yards.
- iv. Side yard: A minimum building setback of eight (8) feet shall be provided on the side of the lot. A minimum building setback of fifty (50) feet shall be provided on the side of the lot when adjacent to a residential lot.
- v. Rear yard: A minimum building setback of fifteen (15) feet shall be provided on the rear of the lot. A minimum building setback of fifty (50) feet shall be provided adjacent to single-family detached.
- vi. Maximum impervious surface: No more than eighty five (85) percent of the total lot area, including main buildings, accessory buildings, parking lots, drive, fire lanes and loading areas shall be impervious surface.
- vii. Building size for nonresidential structures: No building footprint shall exceed 190,000 square feet in size.
- viii. Minimum lot width: One hundred (100) feet.

b. Connectivity:

- i. A minimum of two (2) vehicular points of connection to adjacent roadways shall be provided. The connection can be through either a direct driveway to the adjacent roadway or through a shared access driveway to the adjacent roadway.
- ii. A minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.

c. Parking/Loading Requirements:

- i. Parking shall be in accordance with City standards, as currently adopted or may be amended.
- d. Temporary/Seasonal Sales:
 - i. Temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved surface. Structures may only occupy parking spaces if the spaces are in excess of the minimum required parking based on the City of Celina Parking ratios. Restroom facilities must be provided.
 - ii. Large shipping containers may be placed in the rear of anchor retail uses if they are entirely screened from view. The screening must be provided by a masonry wall (brick or CMU) a minimum of eight feet (8) in height or the height of the container, whichever is greater. The Wall must be composed of materials that match those used on the main structure.

2.0 TRACT 2 STANDARDS

MIXED-USE: TOWNHOME/MULTI-FAMILY/SINGLE-FAMILY

All Mixed-Use development within this PD shall meet the standards in the Mixed Use Regional (MU-2) zoning district as established in the City of Celina Zoning Ordinance as they exist or may be amended. The following regulations shall also be applicable:

- 2.1 Permitted Uses: The following uses shall be allowed:
 - a. Dwelling, multiple-family (garden style or urban)
 - b. Dwelling, Townhome
 - c. Dwelling, Single Family – SF-50, SF-60
- 2.2 Design Guidelines: Mixed Use, Townhouse:
 - a. Area Regulations:
 - i. Lot Size: Minimum three thousand (3,000) square feet and thirty (30) feet in width when measured at the front yard setback line
 - ii. Maximum lot size: No Maximum lot size.
 - iii. Height: The primary structure shall not exceed forty five (45) feet in height as measured to the peak
 - b. Setbacks:

- i. Front yard: Minimum building setback of fifteen (15) foot, integral architectural elements of the main structure may extend up to five (5) feet into the front yard. A garage door must be set back a minimum of twenty (20) feet from the property line. A corner lot shall have two front yards.
 - ii. Side Yard: A minimum building setback of five (5) feet shall be provided on each side of the lot. Interior Side Yard: An interior side yard setback of zero (0) feet shall be permitted provided that all dwelling units maintain a minimum wall to wall separation of ten (10) feet. No portion of a building may cross a property line. Side yards adjacent to a public ROW shall be set back a minimum of fifteen (15) feet.
 - iii. Rear Yard: A minimum building setback of fifteen (15) shall be provided on the rear of the lot. A garage door must be set back a minimum of eighteen (18) feet if alley access is provided.
- c. Maximum impervious surface:
 - i. No more than eighty five (85) percent of the total lot area, including main buildings, accessory buildings, parking lots, drive, fire lanes and loading areas shall be impervious surface.
- d. Connectivity:
 - i. A minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.
- e. Garages
 - i. All townhome units shall provide for rear access garages serviced by an alley with a fifteen (15) foot ROW 10 of which shall be paved. Garage access may be provided from the side provided adequate access to a ROW exists.
 - ii. In no case shall there be less than eighteen (18) feet between the face of the garage and the ROW.
- f. Density
 - i. Townhome units shall be limited to nine (9) units per gross acre.

2.3 Design Guidelines: Mixed Use, Multi-Family:

- a. Area Regulations:
 - i. Lot Size: Five thousand (5,000) square feet.
 - ii. Lot Coverage: The maximum Lot Coverage shall not exceed sixty percent (60%).

- iii. Density: The maximum density of multi-family units shall be 20 units per gross acre.
- iv. Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be seventeen hundred (700) square feet.
- v. Height: The maximum height shall be fifty (50) feet.
- vi. Front Yard: Twenty-five feet (25') adjacent to non-residential
Fifty feet (50') adjacent to residential
- vii. Rear Yard: Twenty feet (20') adjacent to non-residential
Fifty feet (50') adjacent to residential
- viii. Side Yard: Twenty feet (20') adjacent to non-residential
Fifty feet (50') adjacent to residential
- ix. Lot Width: Minimum of one hundred (100) feet.
- x. Lot Depth: One hundred feet (100') minimum.
- b. Development standards:
 - i. Development standards not listed shall comply with the City's code of ordinances as currently adopted or may be amended.

3.0 TRACT 3 STANDARDS

3.1 General Description: This PD shall allow uses which conform to the Chart of Allowable Uses attached hereto as APPENDIX "A" and shall conform to the standards set forth in the SF-R, Single Family Residential District set forth in the Zoning Ordinance as amended from time to time except as otherwise set forth herein.

3.2 Residential Type "SF-50" (SF-50): SF-50 units are detached, single family residential units. These units may be located anywhere in Tract 3 or tract 2. SF-50 units located within tract 3 may make up no more than 50% of the detached, single family residential units within tract 3.

If SF-50 units are developed within the PD, they shall be developed in accordance with the following criteria:

- a. Building and Area Requirements:
 - i. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand (6,000) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
 - ii. Height Regulations: No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height to the highest point of its roof. Accessory structures shall not

exceed twenty-five feet (25').

- iii. Lot Size: The minimum lot area shall be six thousand (6,000) square feet.
- iv. Lot Coverage: The maximum Lot Coverage shall not exceed sixty percent (60%).
- v. Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be seventeen hundred (1,700) square feet.
- vi. Front Yard: Twenty feet (20') minimum. Key lots shall have 2 front yards.
- vii. Front Porch: Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front setback line in all instances.
- viii. Rear Yard: Ten feet (10') minimum.
- ix. Side Yard: Five feet (5') minimum.
- x. Side Yard Adjacent to Street: Fifteen feet (15') minimum.
- xi. Lot Width: Fifty feet typical (50'); forty feet (40') minimum (@ right-of-way) on cul-de-sac lots.
- xii. Lot Depth: One hundred feet (100') minimum.
- xiii. Lot Depth (cul-de-sac lot): Eighty-five feet (85') minimum.
- xiv. Garage Orientation & Setback: Garages may face the street or be J-swing type. For garage doors facing the front of the street, garage setback shall be flush or setback from front of building. J-swing type garages may protrude up to five feet (5') into the front setback to ensure additional variations of homes.

- b. Location Restriction: SF-50 units may be located anywhere within tracts 3 or 2.

3.3 Residential Type "SF-60" (SF-60): SF-60 are detached, single family residential units these units may be located anywhere in Tract 3 or tract 2.

If SF-60 units are developed within the PD, they shall be developed in accordance with the following criteria:

- a. Building and Area Requirements:

- i. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand (7,200) square feet, with front-entry garages, together with the allowed incidental and accessory uses.
 - ii. Height Regulations: No building shall exceed forty feet (40') or two and one-half (2-1/2) stories in height to the highest point of its roof. Accessory structures shall not exceed twenty-five feet (25').
 - iii. Lot Size: The minimum lot area shall be six thousand (7,200) square feet.
 - iv. Lot Coverage: The maximum Lot Coverage shall not exceed sixty percent (55%).
 - v. Minimum Floor Area: The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be seventeen hundred (1,900) square feet.
 - vi. Front Yard: Twenty feet (20') minimum. Key lots shall have 2 front yards.
 - vii. Front Porch: Covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the front setback line in all instances.
 - viii. Rear Yard: Ten feet (10') minimum.
 - ix. Side Yard: Five feet (5') minimum.
 - x. Side Yard Adjacent to Street: Fifteen feet (15') minimum.
 - xi. Lot Width: Sixty feet typical (60'); fifty feet (50') minimum (@ right-of-way) on cul-de-sac lots.
 - xii. Lot Depth: One hundred ten feet (110') minimum.
 - xiii. Lot Depth (cul-de-sac lot): Eighty-five feet (85') minimum.
 - xiv. Garage Orientation & Setback: Garages may face the street or be J-swing type. For garage doors facing the front of the street, garage setback shall be flush or setback from front of building. J-swing type garages may protrude up to five feet (5') into the front setback to ensure additional variations of homes.
- b. Location Restriction: SF-60 units may be located anywhere within tract 3, or in tract 2.

- 3.4 Permissible Uses: In addition to the uses outlined in this PD, the following uses shall be allowed in Tract 3, or in tract 2:
- a. Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries.
 - b. Community Facility Uses and/or Amenity Centers
 - c. Public and private parks;
 - d. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries;
 - e. Landscaped Entry Features
 - f. Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage.

4.0 GENERAL CONDITIONS FOR PD:

4.1 Conformance to All Applicable Articles of the Celina Zoning Ordinance: Except as amended herein, this PD shall conform to any and all applicable articles and sections of the Zoning Ordinance as it presently exists or may be amended.

4.2 Concept Plan: The Concept Plan attached hereto as EXHIBIT "C", and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. Minor revisions to the Concept Plan shall not be considered to be an amendment to the PD zoning requirements, provided that all other sections of the PD are met when the Concept Plan is revised.

4.3 Off-Street Parking and Loading Requirements: Off-Street Parking and Loading Requirements shall conform to the provisions of the Zoning Ordinance, as they exist or as amended from time to time, except as set forth herein.

4.4 Landscape Requirements: Landscaping shall conform to the provisions set forth in the Zoning Ordinance or subdivision regulations, as they exist or as amended from time to time, except as set forth herein. In addition, along the southern property line of the tract of land identified on EXHIBIT "A", there shall be a fifteen (15) foot landscape easement if ROW is established, dedicated or constructed. This landscape easement may be part of and incorporated into any existing gas line easement or other easements. There shall be a fifteen (15) foot landscape easement along the eastern property boundary that will be provided for in the area between the 30 foot and 20 foot water line easements. The waterline easements may contain berms and landscaping but no trees. Additionally, there shall be a fifteen (15) foot landscape buffer along CR 134.

4.5 Open Space Requirements: A minimum of fifteen percent (15%) of the each tract's area, excluding rights-of-way for collector and larger sized streets, shall be devoted to open space. A minimum of one (1) acre per seventy-five (75) dwelling units overall for residential areas and a minimum of 15% open space is required for non-residential uses unless residential is vertically integrated with commercial uses. The open space requirements shall be met for each tract individually as defined on EXHIBIT "A". Open space includes areas used for facilities such as walks, plazas, courts, recreational amenities, detention/retention ponds, amenity centers, buffers, public or private parks, water features and other similar uses and all parking or loading areas and driveways associated with such uses. Detention/Retention areas must be amenitized on three sides with improvements such as sidewalks, benches, pavilions, etc. Open space includes any parcel of land or water (no minimum dimension) exclusive of public right-of-way, associated with all non-residential and residential developments that is generally provided to improve the microclimate and/or aesthetics of the site and that is not covered by buildings, structures, parking or loading areas, driveways (except for parking or loading areas and driveways described in the preceding sentence) or any principal or accessory use.

4.6 Development Standards: Development Standards shall conform to the provisions set forth in the Zoning Ordinance, as they exist or as amended from time to time, except as set forth herein, unless modified by a zoning amendment.

4.7 Screening: The following screening shall be required;

- a. Commercial adjacent to single-family: 6' masonry wall

- b. Multi-family adjacent to single-family: 6' masonry wall
- c. Lots backing or siding to collectors and thoroughfares: 6' masonry wall or thirty (30') foot landscape buffer containing four (4) foot landscape berm with a decorative metal fencing or landscaping

4.8 Zoning per Tract: Each of the three tracts defined in this PD may be individually amended without impacting the other two tracts. If the zoning for one of the tracts within this PD is changed, the remaining tracts retain the zoning described in this PD. Required notices will be sent on a per tract basis.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: March 13, 2018
Re: Resolution for FM 1385 Task Force

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting forth its support for the FM 1385 Task Force from US 380 to FM 428. (Johnson)

Background Information:

FM 1385 is an existing two-lane roadway that begins at US 380 and extends north to FM 455 in Pilot Point past the proposed Denton County Outer Loop. FM 1385 is designated as an arterial street on the Cities of Aubrey and Celina and the Towns of Prosper and Little Elm Thoroughfare Plans. However, this roadway is not listed in the North Central Texas Transportation Improvement Plan for 2017-2020.

Similar to FM 428, the expected home construction in this corridor is occurring very rapidly and the existing infrastructure is not constructed to accommodate the anticipated growth. Union Park, Winn Ridge, Sanbrook Farms and Sutton Fields are large master-planned communities along this corridor that are anticipated to construct approximately 10,000 homes within the next ten years.

The FM 1385 Task Force is comprised of each community adjacent to FM 1385. The goal of the task force is to create on voice with which to approach TxDOT to being the development of the schematic design for FM 1385 and to look for funding opportunities to construct this roadway.

Financial Considerations:

\$0

Legal Review:

City Attorney has reviewed for content and form

Supporting Documents:

1. Resolution
2. Thoroughfare Plans

Staff Recommendation:

Approval

CITY OF CELINA, TEXAS
RESOLUTION NO. XXXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS
SUPPORTING THE FARM TO MARKET (FM) 1385 TASK FORCE

WHEREAS, development along F.M. 1385 through the City of Celina and north and south through other communities is increasing dramatically; and

WHEREAS, the City Council of the City of Celina has initiated an effort to accelerate improvements to FM 1385 through the city limits of Celina; and

WHEREAS, it is in the best interest of the citizens of Celina and our surrounding communities to support and the placement of FM 1385 on the State's Long Range Planning program;

WHEREAS, a coalition of the Town of Little Elm, Town of Prosper, City of Celina, City of Aubrey, Denton County Freshwater District 10 and other interested parties has been formed to ensure the needs of all citizens living along this corridor are met; and

WHEREAS, the FM 1385 Task Force encourages the Texas Department of Transportation to place the improvements to FM 1385 from US 380 to FM 428 on that Long Range Planning Program:

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The City of Celina supports the FM 1385 Task Force.

Section 2. The City of Celina hereby encourages the Texas Department of Transportation to place improvements to FM 1385 on that Long Range Planning Program.

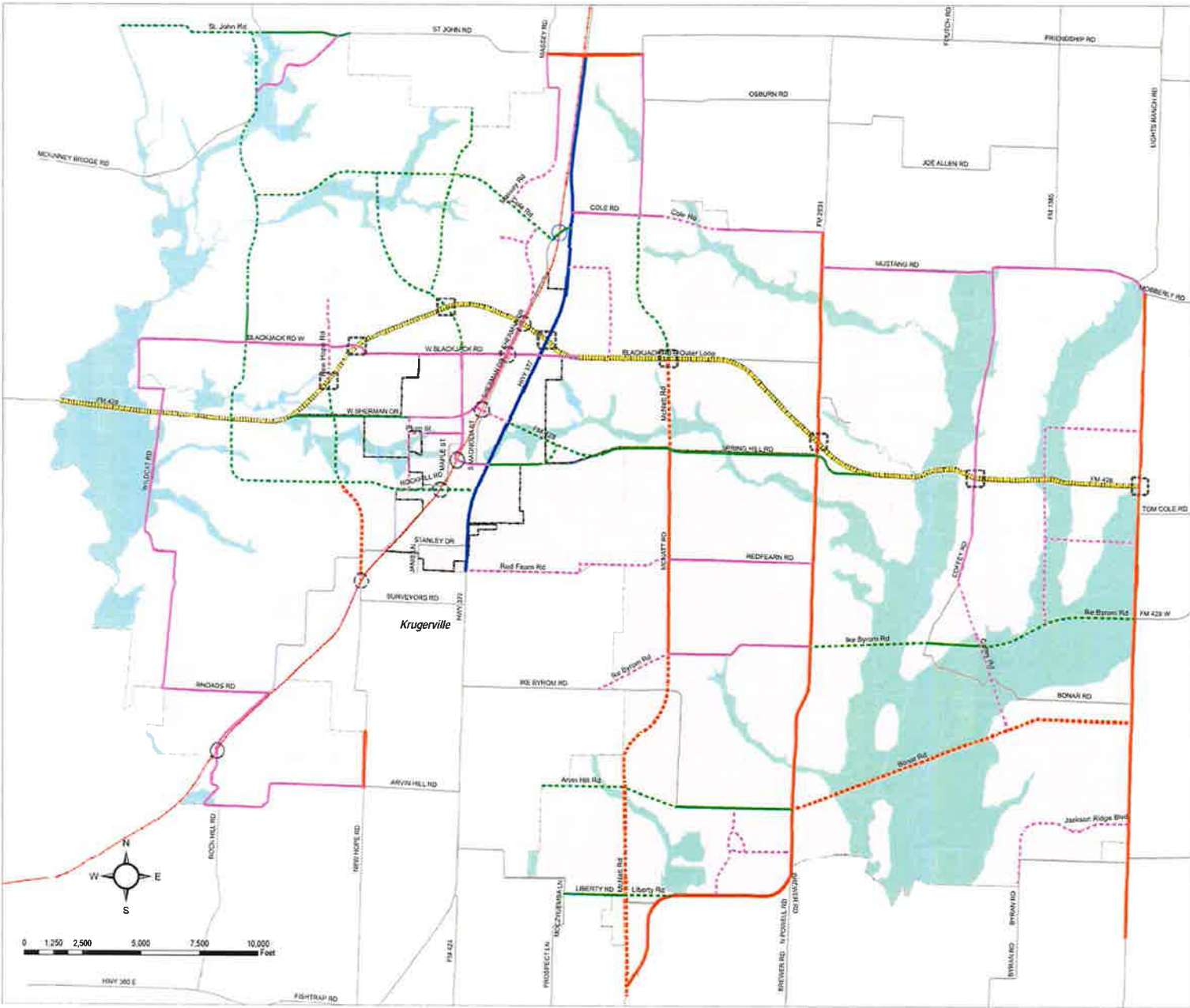
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS on this the 13th day of March 2018.

Sean Terry, Mayor

ATTEST TO:

Vicki Faulkner, City Secretary

Attachment: Celina - FM 1385 Task Force Resolution Packet (Resolution - FM 1385 Task Force)



Master Thoroughfare Plan

ADOPTED
Ord 572-15

September 15, 2015

Legend

Thoroughfare Designations

-  Highway (500' ROW)  Proposed New Roadway
 Principal Arterial (140' ROW) Existing Roadway
 Major Arterial (120' ROW)
 Minor Arterial (100' ROW)
 Collector (80' - 60' ROW)

Crossings

-  Grade Separated Roadway (Future)
 Railroad - At Grade (Existing)
 Railroad - Grade Separated (Existing)
 Railroad - Grade Separated (Future)

Other

-  Floodplain & Open Space
-  Aubrey Planning Area Limits
-  Aubrey City Limit
-  Parcel Boundaries
-  Major Streets
-  Railroads



Hardin &
Associates
Consultants, LLC





- Roadway GS Crossings
- RR GS Crossings
- Outer Loop 500' ROW
- Freeway/Tollway 400' ROW
- 6LD 120' ROW*
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW**
- 2LC 60' - 80' ROW***
- Roads
- Railroads
- Counties
- Parcels
- River/Creek
- Celina City Limits
- Celina ETJ

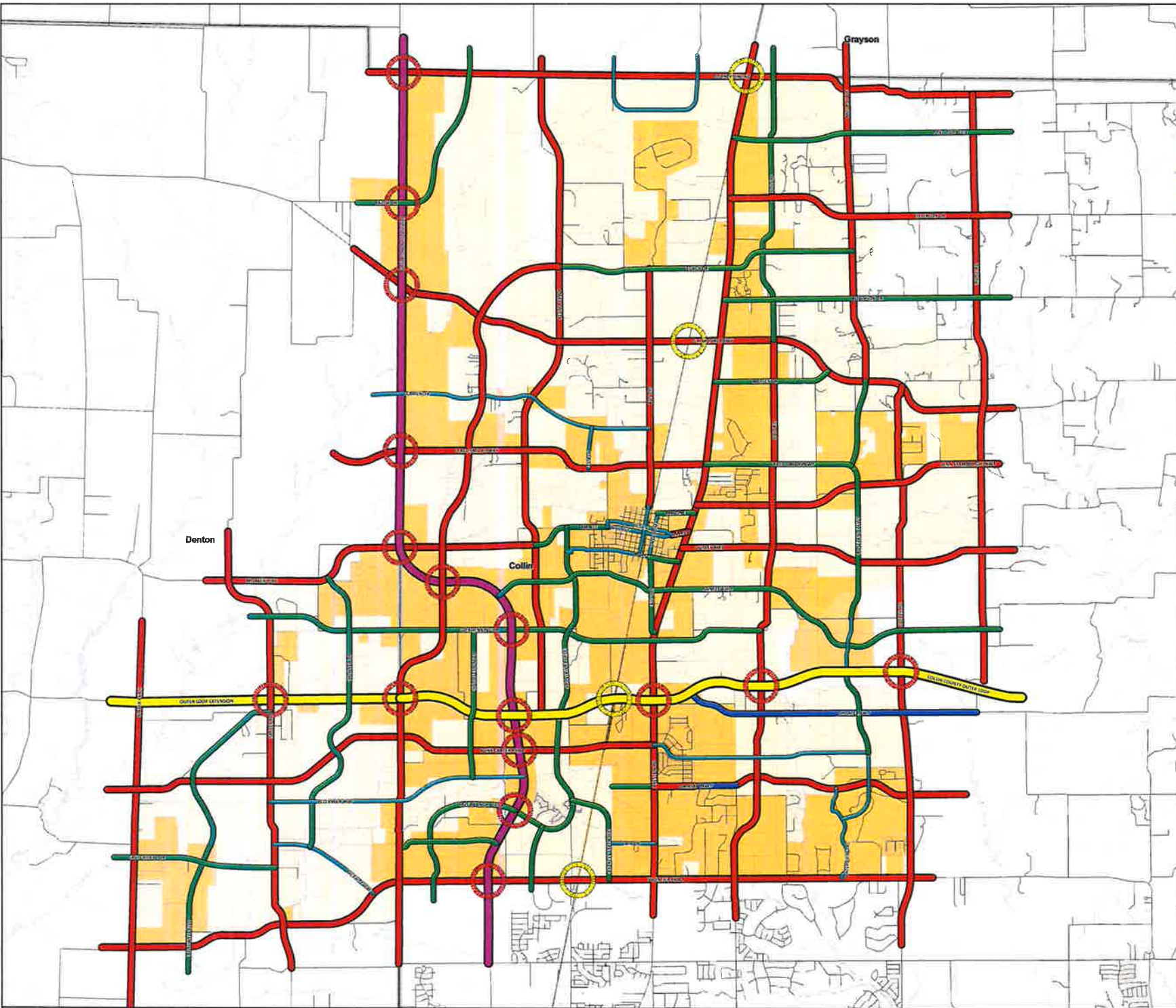
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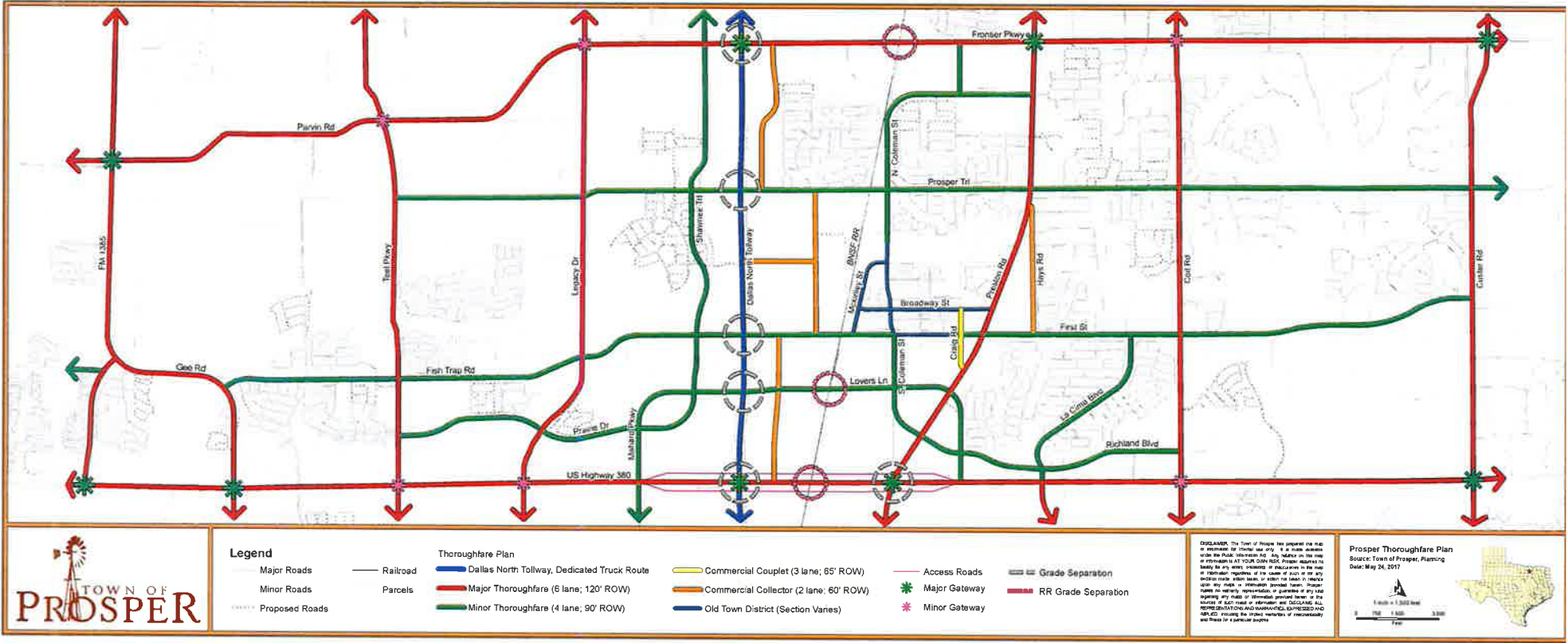
*MAJOR ARTERIAL: 140' OR 160' ROW / INTERSECTIONS

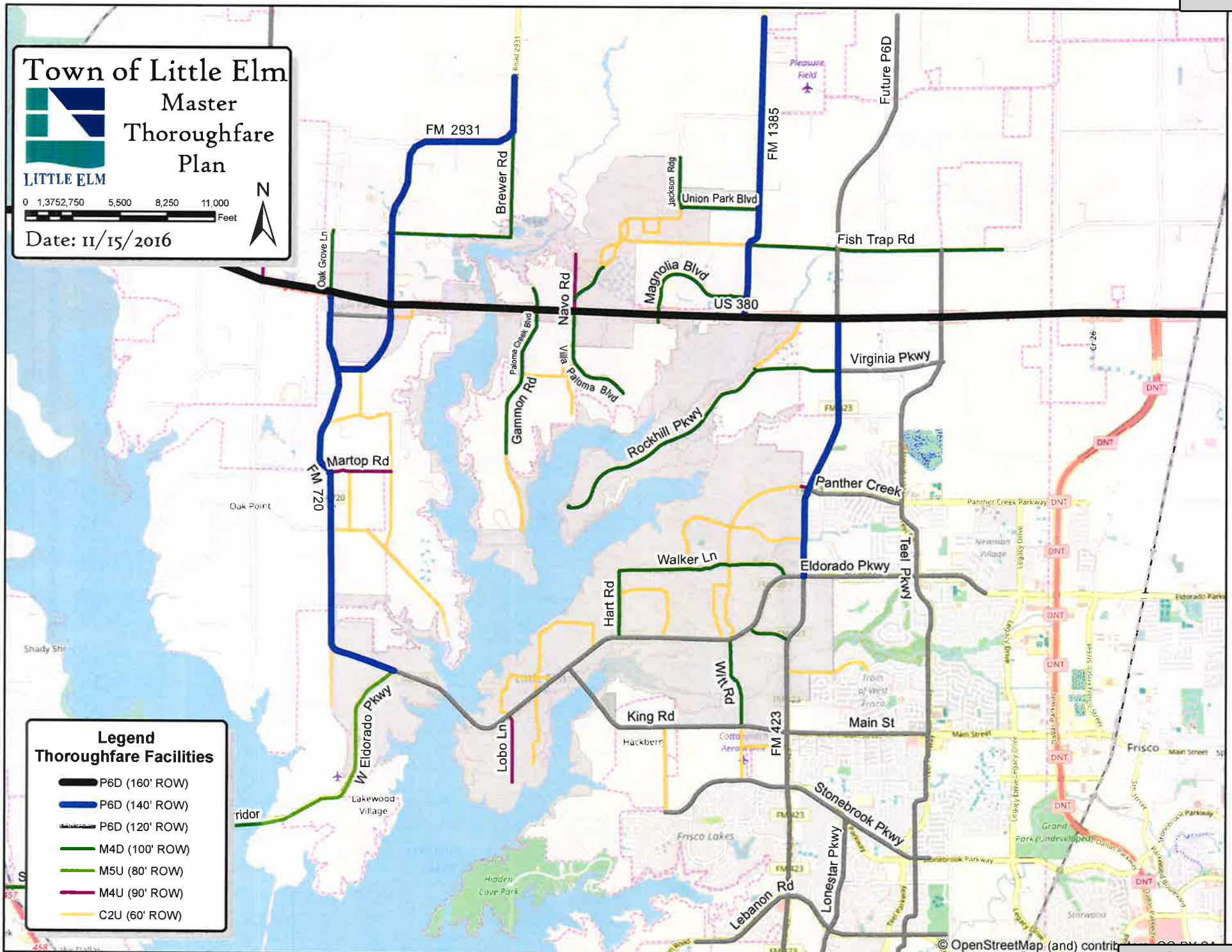
**MINOR ARTERIAL: 110' OR 120' ROW INTERSECTIONS

***MINOR COLLECTORS: TIA REQUIRED DETERMINE LOCATION AND CAPACITY

COLLECTORS NOT SHOWN FOR CLARITY. LOCATION OF COLLECTORS TO BE DETERMINED BY CITY ORDINANCES.









Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jessica Matehuala, Assistant
CC: Vicki Faulkner, City Secretary
Date: March 13, 2018
Re: Copyright License Agreement

Action Requested:

Consider and act upon a copyright license agreement by and between Celina Masonic Lodge #919 and the City of Celina. (Matehuala)

Background Information:

Celina Masonic Lodge #919 has requested permission to use City logo to reproduce metal signs and sell for profit. This agreement allows the Celina Masonic Lodge #919 to use the City logo.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the agreement for content and form.

Supporting Documents:

License agreement attached.

Staff Recommendation:

Approve

STATE OF TEXAS)
)
 COLLIN COUNTY)

COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (the “Agreement”) is made and entered into by and between The City of Celina, Texas (the “Licensor”), and Celina Lodge A.F. & A.M., (the “Licensee”).

RECITALS

WHEREAS, Licensor owns all proprietary rights in and to the copyrightable work generally described as the City Logo (the “Work”), a copy of which is attached hereto as Exhibit A and incorporated for all purposes.

WHEREAS, Licensor owns all rights in and to the Work and retains all rights to the Work, whether they arise under common law, federal copyright law, or any other authority which have been, or which may be granted or recognized by the Library of Congress, the United States, or the State of Texas.

WHEREAS, Licensee desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Work by Licensee in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, as set forth herein, Licensor and Licensee agree as follows:

AGREEMENT

1. Grant of License.

- (A) Licensor hereby grants to Licensee, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to use the Work as it is currently displayed as depicted in Exhibit B, and for no other purpose. Licensee may reproduce the Work as depicted in Exhibit B. All proceeds from Licensee’s sales of reproductions of the Work as depicted in Exhibit B are to be used for the sole benefit of Licensee. The Work may not be otherwise used in advertising or promotional materials.
- (B) Licensee shall not grant sub-licenses.
- (C) Licensee hereby accepts such license and agrees that Licensee shall not use the Work except in accordance with the terms and conditions of this Agreement. Licensee acknowledges and agrees that the license granted herein is non-exclusive and that

Licensors may license others to use the Work subject to any limitations set forth herein.

2. Ownership of Works.

Licensee acknowledges that Licensor is the sole and exclusive owner of the Work and of all associated federal registrations and pending registrations, and Licensee shall do nothing inconsistent with such ownership. Licensee further agrees that it will not claim ownership rights to the Work, or any derivative, compilation, sequel or series, or related Work owned by or used by Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Work other than the right to use the same in accordance with this Agreement.

3. Term and Termination.

- (A) This Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of one year.
- (B) In the event that Licensee fails to maintain its good corporate standing in the State of Texas, Licensor, at its sole discretion may immediately terminate this Agreement.
- (C) In the event that Licensee seeks bankruptcy, either voluntarily or involuntarily, Licensor may, at its sole discretion, terminate this Agreement. Upon filing for, or being subjected to bankruptcy, Licensee shall name Licensor as a creditor for all royal- ties which are due, or may become due, under the terms of this Agreement.
- (D) In the event that Licensee sells all of its assets to a third party, or otherwise cease to exist in its current form, Licensor, at its discretion, may immediately terminate this Agreement.
- (E) Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights (including the right to use the Work) privileges and obligations arising from this Agreement shall cease to exist, except for Licensee's obligation to pay royalties to Licensor pursuant to the terms herein.
- (F) Licensee agrees to discontinue use of the Work, upon termination of this Agreement, as quickly as practicable, and in no event longer than the time specified herein.

4. Fees.

- (A) Throughout the term of this Agreement, and for any renewals or extensions of this Agreement, Licensee agrees to pay Licensor a one time royalty of \$10.00 (Ten Dollars and no/100).
- (B) Licensor may, but is not obligated to, terminate this Agreement if Licensee fails to

make any payment required under this Agreement when such payment is due, shall, at Licensors' option, terminate this Agreement. Licensors will provide written notice

to Licensee of termination of this Agreement for failure to make a required payment, within thirty (30) days from the due date of the payment.

5. Use of Work.

- (A) Licensors shall have control over the quality of use of the Work. At the option of Licensors, for all use of the Work, Licensee shall display with the Work an approved symbol notifying the consumer of the copyright and/or trademark rights owned by and licensed within this Agreement. Licensee agrees to mark all Work with any reasonable copyright and/or trademark notices provided by Licensors and comply with any reasonable standards promulgated by Licensors that relate to the use of the Work by Licensee.
- (B) Upon execution of the Agreement Licensee shall advise Licensors prior to making any change or modification to the Work, Licensee shall provide Licensors, upon Licensors' request, with representative samples of how Licensee is using the Work. If, at any time, any use of the Work fails to conform to standards set by Licensors, Licensors may provide to Licensee notice of said failure. Licensee shall cure said failure within thirty (30) days from the date of such notice, or such longer period as may be reasonably necessary to cure said failure, so long as Licensee is diligently pursuing the cure. In the event that said failure is not cured within the period described in the preceding sentence, Licensors may then terminate this Agreement immediately. If Licensors fails to approve any modifications or changes to the Work within ten (10) days of Licensee advising Licensors of the proposed changes, Licensors' approval shall be deemed to have been granted.
- (C) Upon termination all rights in the Work and the goodwill appurtenant thereto shall revert to and remain the property of Licensors.

6. Indemnification.

- (A) Licensee shall fully indemnify, defend, and hold harmless Licensors from and against any and all claims, losses, damages, expenses, and liability other than those for infringement, including without limitation, suits arising from offering, promoting, advertising, sale, or use by Licensee, or any of its authorized sublicenses, of the Work, whether or not such use conforms to standards set by Licensors, provided that such claim, loss, damage, expense, or liability does not arise from the negligence of Licensors.
- (C) Licensors has the right, but shall not be obligated, to maintain federal registration of the Work. In the event that Licensee becomes aware of any claimed or alleged infringement of the Work by a third party, Licensee shall promptly advise Licensors in writing of the nature and extent of such infringement or dilution. Licensors has no

obligation to take any action whatsoever in the event that any infringement or dilution occurs with respect to the Work. In the event Licensor sues or takes other action, legal, equitable, administrative, or otherwise, to stop an infringement or dilution of the Work, Licensee shall cooperate fully with Licensor. Licensee has no right to enforce the Work through litigation without prior written authorization of Licensor. In any legal action arising from use, or ownership rights of the Work, where both Licensor and Licensee are co-parties, Licensor retains the right to control the litigation, including any and all settlement negotiations.

7. Assignment.

This Agreement (including, without limitation, the license granted hereunder) is personal to Licensee and shall not be assigned or transferred by Licensee, including, without limitation, by operation of law, except that, with prompt written notice to Licensor, the Agreement maybe transferred to a purchaser of all or substantially all of the assets of Licensee. Any attempt on the part of Licensee to assign, sublicense, or transfer Licensee's rights under this Agreement except as provided herein shall be invalid and void. Licensor shall have the right to assign its rights and obligations under this Agreement and all its right, title and interest in the Work without the consent of Licensee.

8. Validity of Works.

Licensee admits the validity of all copyrights for the Work and all associated registrations and acknowledges that any and all rights that might be acquired by Licensee because of its use of the Work shall inure to the sole benefit of Licensor.

9. Notices.

Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and delivered personally or by registered or certified mail, return receipt requested, with postage prepaid and addressed to the following persons and addresses, or to such other addresses or persons as any party may request by notice in writing to the other such party:

Licensee: Celina Lodge A.F. & A.M.
139 North Ohio Street
Celina, Texas 75009

Licensor: City of Celina
c/o City Secretary
142 North Ohio Street
Celina, TX 75009

Any such notice shall be effective when received.

10. Insurance.

Upon the reasonable request of Licensor, Licensee agrees to provide to Licensor proof of general liability insurance, in any minimum amount which is required by the State in which Licensee is incorporated. Said insurance policy shall provide coverage to any third party for injuries claimed to arise from the products advertised and sold by Licensee which relate to the Work and shall also contain a general advertising liability clause, insofar as such clause is allowed by Federal or State law. The insurance policy shall provide coverage to Licensee for indemnification of Licensor under the terms of Paragraph 6 herein.

11. Independent Business Relationship.

Licensor and Licensee are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

12. Miscellaneous.

- (A) This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought.
- (B) In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provisions contained herein, and either party prevails in such action, then such prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees and court costs incurred in such suit.
- (C) If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.
- (D) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.
- (E) This Agreement is performable in Collin County, Texas and any suit brought to enforce this agreement shall be brought in Collin County, Texas.
- (F) The Effective Date of this Agreement shall be the date of the last signature of a party hereto, below.

IN WITNESS WHEREOF:

LICENSEE:

Celina Lodge 919 A.F. & A.M.

BY: _____

TITLE: _____

DATE: _____

LICENSOR:

City of Celina, Texas

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A



EXHIBIT B



Attachment: LicenseMasons (Celina Masonic Lodge Copyright License Agreement)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutouchian, Finance Director
Date: March 13, 2018
Re: Amendment to Interlocal Agreement for Animal Shelter Services.

Action Requested:

Consider and act upon approval of a second amendment to an Interlocal Agreement for the facility construction and use of an animal shelter in Collin County. (Toutouchian)

Background Information:

This amendment extends the term of the agreement and sets up Capital Improvement Payment Funds.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Agreement

Staff Recommendation:

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR THE FACILITY CONSTRUCTION AND USE OF AN ANIMAL SHELTER IN COLLIN COUNTY

This Second Amendment to the First Amended Interlocal Agreement for the Facility Construction and Use of an Animal Shelter in Collin County ("Second Amendment") is entered into by and among the parties, Collin County, the City of Anna, the City of Celina, the Town of Fairview, the City of Farmersville, the City of Frisco, the City of Lowry Crossing, the City of McKinney, the City of Melissa, the City of Princeton, and the City of Prosper (sometimes hereinafter collectively referred to as "Parties" or individually referred to as "Party") through their duly authorized officers or employees.

R E C I T A L S

WHEREAS, the Parties entered into that certain First Amended Interlocal Agreement for the Facility Construction and Use of an Animal Shelter in Collin County dated as September 26, 2006 ("Agreement"), which by its terms superseded and replaced all prior agreements between the parties regarding the construction and use of the Shelter in Collin County; and

WHEREAS, the Parties now desire to amend the Agreement as set forth in this Second Amendment and to agree as set forth herein.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Incorporation of Recitals.** The recitals that appear above are found by the Parties to be true and correct in all respects and are incorporated into this Agreement by reference.
2. **Defined Terms.** Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Agreement.
3. **Amendment to Section 4 (Initial Term/Renewal Term).** Section 4 (Initial Term/Renewal Term) of the Agreement is hereby amended as follows:
 - “4.01 **Initial Term.** This Agreement shall commence on November 14, 2006 and shall continue for an initial term of seventeen (17) years, unless terminated earlier as provided in this Agreement or by law.
 - 4.02. **Automatic Renewal Term(s).** Unless terminated in accordance with this Agreement or by law or modified because of additional construction, this Agreement will automatically renew for a term following the Initial Term, unless a Party expressly declines automatic renewal. The duration of the renewal term shall be for a period of five (5) years, upon the same terms and conditions as this Agreement or as modified by subsequent agreements between the Parties, and shall continue until such time as the Parties

explicitly determine not to renew this Agreement. A Party may decline to automatically renew this Agreement at any time during or after the Initial Term, provided that such Party notifies all other Parties in writing of its intent to decline automatic renewal three hundred sixty-five days (365) prior to the automatic renewal date.”

4. **Amendment to Section 9 (Operation of Facilities).** Section 9 (Operation of Facilities) of the Agreement is hereby amended as follows:

“ ...

9.10.2 Maintenance and Operation Payments. A portion of each Party’s Quarterly Payment shall be designated as Maintenance and Operation Payments for the Shelter, such payments being derived from the Shelter Operating Expenses incurred as a result of the operation of the Shelter. For the period beginning on the Effective Date of this Agreement and ending on [REDACTED], the Maintenance and Operation Payments due by each Party will be shared on a pro-rata basis on the basis of the Parties’ respective populations as set forth in the North Central Texas Council of Government population estimates. For the period beginning on [REDACTED] and ending on the date of termination of this Agreement, the Maintenance and Operation Payments due by each Party will be shared on a pro-rata basis, one half of which shall be calculated on the basis of the Parties’ respective populations as set forth in the North Central Texas Council of Government population estimates, and the other half of which shall be calculated on the basis of the Parties’ respective Animal Intake Rates for the previous calendar year. For the purposes of this Agreement, the term “Animal Intake Rate” shall mean the percentage of live animals delivered to the Shelter for housing during any given year by a Party. The Maintenance and Operation Payments due from any Party not included in the North Central Texas Council of Government population estimates will be based on a flat fee at rates set by the County.

9.10.2.1 Adjusted Maintenance and Operation Payments. The estimated Maintenance and Operation Payments that are anticipated to be due by each Party for the first year of Shelter operations are fully set forth in the Shelter Operations Budget, attached as “Exhibit B”. Following the expiration of the first year of Shelter operations, the amount of each Party’s subsequent Maintenance and Operation Payments will be adjusted on an annual basis in accordance with changes in the North Central Texas Council of Government population estimates and/or the Animal Intake Rates, as applicable, and calculated on the actual Shelter Operating Expenses incurred in connection with the operation of the Shelter.

...

9.10.4 Capital Improvements Fund Payments. In addition to the Quarterly Payment due from each Party, each Party agrees to pay on an annual basis a Capital Improvements Fund Payment for the purpose of funding capital improvements to the Shelter which are hereby defined as permanent structural changes to, or the restoration of some physical aspect of, the Shelter that will either enhance the Shelter's overall value, increase its useful life or adapt it to new uses and that are approved by the Operating Committee (collectively, "Capital Improvements"). No portion of a Party's Capital Improvements Fund Payment shall be used to pay depreciation, interest or principal payments on mortgages or other debt costs, if any. The Parties agree to share in the costs of Capital Improvements on a proportionate basis in accordance with the terms and conditions as further described herein. All Capital Improvements costs eligible to be funded from the Parties' Capital Improvements Fund Payments, and the total amount of the Parties' annual Capital Improvements Fund Payments, shall be determined each year by the Operating Committee with the assistance of the Parties; however, the total annual amount of Capital Improvements Fund Payments due and payable by the Parties shall be subject to approval by the governing boards of the Parties.

Each Party warrants that, as of the Effective Date of this Second Amendment, it has appropriated and has committed funds in the amount of its Capital Improvements Fund Payment requirements to the extent such payments will become due during the Party's current fiscal year. Each Party further warrants that it will make every reasonable effort in the future to appropriate and commit funds in the amount of its aggregate anticipated Capital Improvements Fund Payment that will become due during any subsequent fiscal year.

Each Party hereby covenants and agrees to pay promptly when due all Capital Improvements Fund Payments, all adjustments to such payments, and any other charges payable to the County under the provisions of this Agreement. Each Party further covenants and agrees that all such Capital Improvements Fund Payments due and owing or other charges due and unpaid as of the date of termination of this Agreement shall be deemed due and payable on such termination date.

Each Party agrees that any Capital Improvements Fund Payment due to the County which is not paid on or before the due date shall bear interest at the rate of interest prescribed by the Texas Prompt Payment Act (Tex. Gov't Code § 2251.025) from the date due until paid.

All Party payments received shall be expended by County solely for reimbursement of Capital Improvement costs of the Shelter. County shall track receipts and expenditures through its existing project code system (or any similar tracking system) to enable the Parties to verify that all Party

payments received are expended by the County solely for reimbursement of the County's Capital Improvements fund. County shall maintain a separate Capital Improvements fund for the Shelter.

9.10.4.1 Calculation of Capital Improvements Fund Payments.

Beginning on the Effective Date of this Agreement, the Capital Improvements Fund Payments due by each Party will be shared on a pro-rata basis, one half of which shall be calculated on the basis of the Parties' respective populations as set forth in the North Central Texas Council of Government population estimates, and the other half of which shall be calculated on the basis of the Parties' respective Animal Intake Rates for the previous calendar year. The Capital Improvements Fund Payments due from any Party not included in the North Central Texas Council of Government population estimates will be based on a flat fee at rates set by the County.

9.10.4.2 Adjusted Capital Improvements Fund Payments. The estimated Capital Improvements Fund Payments that are anticipated to be due by each Party for the year following the Effective Date of this Agreement are set forth in "Exhibit G," attached hereto. On the first anniversary of the Effective Date of this Agreement and for each subsequent year thereafter, the amount of each Party's Capital Improvements Fund Payments will be adjusted on an annual basis in accordance with changes in the North Central Texas Council of Government population estimates and/or the Animal Intake Rates, as applicable, and calculated based on the actual Capital Improvements costs incurred.

9.10.4.2.1 Review. Each year the County shall review and compare the total budgeted amount of the Shelter's Capital Improvements expenses to the actual Capital Improvements expenses that were incurred by the County during the preceding fiscal year. Such review shall be conducted and all calculations computed by January 31st. The County will rely on the County Auditor's closing financial statements to determine the actual Capital Improvements expenses that were incurred by the County during the preceding fiscal year.

9.10.4.2.2 Surplus. If the aggregate Capital Improvements Fund Payments as budgeted and collected for the preceding fiscal year are greater than the Capital Improvements expenses for that fiscal year, the County shall promptly notify each Party of the overage and of such Party's proportionate share of the overage. The overage amounts

shall be credited to the Parties in accordance with such Party's proportionate share of the preceding year's overage, with such credits beginning on February 1st of the subsequent fiscal year.

9.10.4.2.3 **Deficit.** If the Shelter's aggregate Capital Improvements Fund Payments as budgeted and collected for the preceding fiscal year are less than the Capital Improvements expenses for that fiscal year, the County shall promptly notify each Party of the deficit and of such Party's proportionate share of the total amount of such deficit. Each Party shall thereafter pay to the Capital Improvements fund account such Party's proportionate share of the preceding year's deficit as an additional payment due hereunder within thirty (30) days of the date of an invoice from the County reflecting the amount due by such Party.

...

5. **Amendment to Section 10 (Termination).** Section 10 (Termination) of the Agreement is hereby amended as follows:

"...

10.12 **By a City.** Any City that is a Party to this Agreement may voluntarily terminate its rights and obligations under the Agreement, if at any time such City determines that adhering to the Agreement is no longer in its best interest. To invoke its right to terminate the Agreement, a City must give at least one hundred eighty (180) days' notice of its intent to terminate its rights and obligations under the Agreement to all other Parties. No prior payments shall be refunded to any City that voluntarily terminates its rights and obligations under this Agreement, and all payments made prior to termination shall be exclusively used in accordance with the terms of this Agreement, save and except the Capital Improvements Fund Payment paid by the terminating City for the then-current fiscal year under Section 9.10.4, which Capital Improvements Fund Payment shall be refunded to the City on or before the date of termination.

..."

6. **Ratification.**
The Parties hereby ratify and confirm that all of the terms, provisions, covenants and conditions of the Agreement remain in full force and effect, except as amended in this Second Amendment.
7. **Controlling Agreement.**

To the extent that any provision contained in this Second Amendment conflicts with the Agreement, the provision contained in this Second Amendment shall supersede the conflicting provision contained in the Agreement.

8. Entire Agreement/Second Amendment.

This Second Amendment and the Agreement contain the entire agreement of the Parties with respect to the matters contained herein. This Second Amendment may not be modified or terminated except upon the provisions hereof or by the written agreement of the Parties.

9. Authority to Execute.

The individuals executing this Second Amendment on behalf of the respective Parties below represent that all appropriate and necessary action has been taken to authorize the individual who is executing this Second Amendment to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Second Amendment in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Second Amendment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

10. Counterparts.

This Second Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one First Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Parties.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment and caused this Second Amendment to be effective when all the Parties have signed it. The date this Second Amendment is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Second Amendment ("Effective Date").

COLLIN COUNTY, TEXAS

By: _____

BY: _____
NAME: _____JASON GRAY
Name: _____
Title: _____TITLE: City Manager
Date: _____Attest: _____
Title: _____**CITY OF CELINA, TEXAS**

By: _____

BY: _____
NAME: _____JASON GRAY
Name: _____**CITY OF ANNA, TEXAS**

By: _____

BY: _____
NAME: _____JASON GRAY
Name: _____
Title: _____TITLE: City Manager
Date: _____Attest: _____
Title: _____**CITY OF FARMERSVILLE, TEXAS**

By: _____

BY: _____
NAME: _____JASON GRAY
Name: _____

Attachment: Second Amendment to Animal Shelter Interlocal Agreement_2383708(3) (Animal Shelter)

Title: _____

TITLE: City Manager
Date: _____

Attest: _____
Title: _____

CITY OF FRISCO, TEXAS

By: _____

BY: _____
NAME: _____

JASON GRAY
Name: _____
Title: _____

TITLE: City Manager
Date: _____

Attest: _____
Title: _____

Title: _____

TITLE: City Manager
Date: _____

Attest: _____
Title: _____

CITY OF LOWRY CROSSING, TEXAS

By: _____

BY: _____
NAME: _____

JASON GRAY
Name: _____
Title: _____

TITLE: City Manager
Date: _____

Attest: _____
Title: _____

TOWN OF FAIRVIEW, TEXAS

By:

BY: _____

NAME: _____

JASON GRAY

Name: _____

Title: _____

TITLE: City Manager

Date: _____

Attest: _____

Title: _____

CITY OF MELISSA, TEXAS

By:

BY: _____

NAME: _____

JASON GRAY

Name: _____

Title: _____

TITLE: City Manager

Date: _____

CITY OF MCKINNEY, TEXAS

By:

BY: _____

NAME: _____

JASON GRAY

Name: _____

Title: _____

TITLE: City Manager

Date: _____

Attest: _____

Title: _____

CITY OF PRINCETON, TEXAS

By:

BY: _____

NAME: _____

JASON GRAY

Name: _____

Title: _____

TITLE: City Manager

Date: _____

Attest: _____
Title: _____

Attest: _____
Title: _____

CITY OF PROSPER, TEXAS

By: _____

BY: _____
NAME: _____

JASON GRAY
Name: _____
Title: _____

TITLE: City Manager
Date: _____

Attest: _____
Title: _____

Attachment: Second Amendment to Animal Shelter Interlocal Agreement_2383708(3) (Animal Shelter)

Exhibit G

[__ pages attached hereto]

Attachment: Second Amendment to Animal Shelter Interlocal Agreement_2383708(3) (Animal Shelter)

Intake Location Totals June 2015 - June 2016

City	2013 CY TOTAL	2015-16 Total	3 Year Change	2015 - 16 Animal Intake Percentage	2010 Census Population Estimates Collin County uses to determine yearly costs	Population Percentage	2016 NCTCOG population estimate	Population Percentage	2010-2016 Population Change	FY 13 Sheltering Fee (M&O)	FY 16 Sheltering Fee (M&O)	Fee per Animal (M&O)	Total Sheltering Fee Percentage	Cost Allocation based on Per Animal Fee	INTAKE RATE - Per Animal Fee Difference from Per Capita Fee	City	50% budget allocated on population %	Fee Balance	\$55.72 per animal intake fee	Proposed Fee Change from 2016 Allocation	REVISED 2016 FEE ALLOCATION	Total Sheltering Fee Percentage
Anna	288	240	-16.67%	3.97%	8,250	2.47%	11,320	2.63%	3,070	\$16,575	\$16,630	\$57.74	2.47%	\$26,747	\$10,117	Anna	\$8,853	(\$7,777)	\$13,373	\$5,597	\$22,227	3.30%
Blue Ridge	33	41	24.24%	0.68%						\$0	\$0	\$0.00	0.00%	\$4,569	\$4,569	Blue Ridge	\$0	\$0	\$2,285	\$2,285	\$2,285	0.34%
Celina	93	80	-13.98%	1.32%	5,200	1.56%	8,650	2.01%	3,450	\$10,447	\$10,503	\$112.94	1.56%	\$8,916	-\$1,587	Celina	\$6,765	(\$3,738)	\$4,458	\$720	\$11,223	1.67%
Fairview	43	28	-34.88%	0.46%	9,100	2.72%	8,490	1.97%	-610	\$18,283	\$18,313	\$425.88	2.72%	\$3,120	-\$15,193	Fairview	\$6,640	(\$11,673)	\$1,560	(\$10,113)	\$8,200	1.22%
Farmersville	197	226	14.72%	3.74%	3,350	1.00%	3,330	0.77%	-20	\$6,730	\$6,733	\$34.18	1.00%	\$25,187	\$18,454	Farmersville	\$2,604	(\$4,129)	\$12,593	\$8,465	\$15,198	2.26%
Frisco	644	555	-13.82%	9.19%	107,050	32.03%	153,520	35.66%	46,470	\$215,072	\$215,653	\$334.86	32.03%	\$61,852	-\$153,801	Frisco	\$120,067	(\$95,586)	\$30,926	(\$64,660)	\$150,993	22.42%
Lavon	33	33	0.00%	0.55%						\$0	\$0	\$0.00	0.00%	\$3,678	\$3,678	Lavon	\$0	\$0	\$1,839	\$1,839	\$1,839	0.27%
Lowery Crossing	2	1	-50.00%	0.02%						\$0	\$0	\$0.00	0.00%	\$111	\$111	Lowery Crossing	\$0	\$0	\$56	\$56	\$56	0.01%
Lucas	99	37	-62.63%	0.61%						\$0	\$0	\$0.00	0.00%	\$4,123	\$4,123	Lucas	\$0	\$0	\$2,062	\$2,062	\$2,062	0.31%
McKinney	1,924	1,722	-10.50%	28.50%	126,900	37.97%	161,470	37.51%	34,570	\$254,952	\$255,646	\$132.87	37.97%	\$191,908	-\$63,738	McKinney	\$126,285	(\$129,361)	\$95,954	(\$33,407)	\$222,239	33.00%
Melissa	123	173	40.65%	2.86%	4,600	1.38%	7,920	1.84%	3,320	\$9,242	\$9,291	\$75.54	1.38%	\$19,280	\$9,989	Melissa	\$6,194	(\$3,097)	\$9,640	\$6,543	\$15,834	2.35%
Nevada	73	29	-60.27%	0.48%						\$0	\$0	\$0.00	0.00%	\$3,232	\$3,232	Nevada	\$0	\$0	\$1,616	\$1,616	\$1,616	0.24%
New Hope	16	5	-68.75%	0.08%						\$0	\$0	\$0.00	0.00%	\$557	\$557	New Hope	\$0	\$0	\$279	\$279	\$279	0.04%
Princeton	351	342	-2.56%	5.66%	6,400	1.91%	8,480	1.97%	2,080	\$12,858	\$12,860	\$36.64	1.91%	\$38,114	\$25,254	Princeton	\$6,632	(\$6,228)	\$19,057	\$12,829	\$25,689	3.82%
Prosper	94	78	-17.02%	1.29%	9,350	2.80%	17,790	4.13%	8,440	\$18,785	\$18,852	\$200.55	2.80%	\$8,693	-\$10,159	Prosper	\$13,913	(\$4,939)	\$4,346	(\$592)	\$18,260	2.71%
Unincorporated County	1,988	2,452	23.34%	40.58%	54,050	16.17%	49,510	11.50%	-4,540	\$108,591	\$108,870	\$54.76	16.17%	\$273,263	\$164,393	Unincorporated County	\$38,721	(\$70,149)	\$136,632	\$66,483	\$175,353	26.04%
TOTALS	6,003	6,042	0.65%	100.00%	334,250	100.00%	430,480	100.00%	96,230	\$671,535	\$673,351	\$112.17	100.00%	\$673,351	\$0	TOTALS	\$336,676	(\$336,676)	\$336,676	\$0	\$673,351	100.00%

891.62

Intake Total

6,042

FY 16 Budget		\$673,351	a
	50%	\$336,675.50	b (50% x a)
FY 16 Total Intake	6,042		c
cost per animal intake		\$55.72	d (c / b)

Proposed Fee calculation based on 50% of annual budget allocated according to population, 50% allocated based on annual intake

Attachment: 2018 CONTRACT AMENDMENT TERMS CCAS (Animal Shelter)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planning Manager
 CC: Jason Laumer, City Manager
 Date: March 13, 2018
 Re: Celina 10 Annexation

Action Requested:

Consider and act upon a resolution from GBT Celina 10 LLC for the voluntary annexation and statement of services to be provided upon annexation on an approximately 10.346 acre tract of land situated in the M.L. Ousley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas and set two public hearing dates on April 10, 2018 at 5:00 p.m. and on May 8, 2018 at 5:00 p.m. at 112 N. Colorado St., Celina, TX 75009. The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Rodriguez)

Background Information:

Below is the anticipated annexation schedule for the property:

Tuesday, March 13, 2018 - City Council acts on a resolution to set the public hearing dates;
 Tuesday, April 10, 2018 - First Public Hearing held
 Tuesday, May 8, 2018 - Second Public Hearing Held
 Tuesday, May 8, 2018 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Public Hearing Resolution

Staff Recommendation:

Staff recommends approval as presented.

**CITY OF CELINA
RESOLUTION NO.**

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

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

WHEREAS, the City of Celina is provided the power to annex land under its Home Rule Charter and Section 43.021 of the Texas Local Government Code pursuant to the requirements and limitations set forth in state law; and

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

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

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

- I. That on Tuesday, the 10th day of April, 2018 at 5:00 p.m. and on Tuesday, the 8th day of May, 2018 at 5:00 p.m., at 112 N. Colorado, Celina, Texas 75009, the City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described in the attached Exhibit “A,” and more fully depicted in the attached Exhibit “B”. Services are to be provided to the property as outlined by the service plan in the attached Exhibit “C”
- II. That City Staff is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in attached Exhibit “A,” and more fully depicted in the attached Exhibits “B” not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day March, 2018.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Exhibit A

LEGAL DESCRIPTION

SITUATED in the M.L. Qusley, J.C. Floyd & J.M. Floyd Survey, Abstract No. 1053 and being all of that certain called 10.347 acre tract of land described in a Trustee's Deed to Effie Christie, dated May 10, 2010 and recorded in Document No. 20100510000463290, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at a 3/8 inch iron rod found on the east side of State Highway Business 289, for the southeast corner of said 10.347 acre Christie tract and the northeast corner of that certain called 2.42 acre tract of land described in a deed to Eddie Lee Landrum and Fae Lorene Landrum, recorded in Volume 1620, Page 720, D.R.C.C.T. and same being on the west line of that certain called 58.464 acre tract of land described as "First Tract" in a deed to Jane Huddleston and Billie Ray Huddleston, recorded in Document No. 93-0101757, D.R.C.C.T.;

THENCE: North 89 deg. 08 min. 57 sec. West (Reference Bearing), across said State Highway Business 289, along the common line of said Christie and Landrum tracts, at 73.87 feet, passing a 3/8 inch iron rod found for reference on the west side of said highway and continuing along said common line for a total distance of 858.55 feet to a 3/8 inch iron rod found for the southwest corner of said Christie tract and the northwest corner of said Landrum tract and said point also being on the east line of that certain called 10.000 acre tract of land described in a deed to Manuel Luna, Jr. and Angelina Luna, recorded in Volume 5072, Page 4790, D.R.C.C.T.;

THENCE: North 00 deg. 27 min. 31 sec. East, along the common line of said Christie and Luna tracts, a distance of 524.86 feet to a 3/8 inch iron rod found for the northwest corner of said Christie tract and same being the southwest corner of that certain called 7.455 acre tract of land described in a deed to Frisco Construction Services, LLC (FCS), recorded in Volume 6036, Page 1022, D.R.C.C.T.;

THENCE: South 89 deg. 10 min. 11 sec. East, along the common line of said Christie tract and FCS tract, at 793.45 feet, passing a 1/2 inch iron rod found for reference on the west side of the above described State Highway Business 289 and continuing along the north line of said Christie tract, across said highway, a total distance of 858.22 feet to a 1/2 inch iron rod found for the northeast corner of said Christie tract, on the east side of said State Highway Business 289 and same being on the west line of the above described 58.464 acre Huddleston tract;

THENCE: South 00 deg. 25 min. 21 sec. West, along the east side of said highway and along the common line of said Christie and Huddleston tracts, a distance of 525.17 feet to the POINT OF BEGINNING and containing 450,655 square feet or 10.346 acres of land.

Exhibit B



Exhibit “C”

Service Plan

A) SERVICE PLAN GENERALLY

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

B) EMERGENCY SERVICES

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

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

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

E) WATER FACILITIES

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

F) ROAD AND STREETS

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

provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

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

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

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

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of

the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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

M) TERM

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

N) AMENDMENTS

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



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Jason Laumer, City Manager
 CC: Jason Laumer, City Manager
 Date: March 13, 2018
 Re: Creeks of Legacy PID Public hearing & SAP approval

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina accepting and approving an updated service and assessment plan and Phase #2 Assessment roll for the Creeks of Legacy Public Improvement District; making a finding of special benefit to the property in the district; levying special assessments against property within the District and establishing a lien on such property; providing for payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the assessments, providing penalties and interest on delinquent assessments. (DeBuff)

Background Information:

This item, one of three related to the Creeks of Legacy PID Phase #2 on this Council agenda, accomplishes the following:

- 1) Approves the updated Service and Assessment Plan (SAP) and assessment roll
- 2) Levies the special assessments against the PID property

The method of apportionment of Authorized Improvement Costs as provided in Appendix D of the SAP is according to the average value of each lot type.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed this ordinance.

Supporting Documents:

- Proposed Ordinance

- Creeks of Legacy Service and Assessment Plan
- Creeks of Legacy Master Concept Plan

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

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

WHEREAS, on April 8, 2014, a petition was submitted and filed with the City Secretary (the “City Secretary”) of the City of Celina, Texas (the “City”) pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), requesting the creation of a public improvement district in the City to be known as the Creeks of Legacy Public Improvement District (the “District”); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District and Collin Central Appraisal District, and the signature of the property owners who owned taxable real property that constituted more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on April 29, 2014, after due notice, the City Council of the City (the “City Council”) held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the PID Act and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 2014-17R (the “Authorization Resolution”) adopted by a majority of the members of the City Council, authorized and created the District in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, on May 2, 2014, the City published the Authorization Resolution in *The Celina Record* a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after May 2, 2014; and

WHEREAS, on February 13, 2018, the City Council adopted a resolution determining the total costs of the Phase #2 Improvements, calling for a public hearing to consider the levying of the Assessments against the property within Phase #2 of the District (the “Phase #2 Assessments”), authorizing and directing the filing of a proposed Phase #2 Assessment Roll, authorizing and directing the publication of notice of a public hearing to consider the levying of the Phase #2 Assessments against the property within Phase #2 of the District (the “Levy and Assessment Hearing”) in a newspaper of general circulation in the City, and directing related action; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on February 16, 2018 in the *Celina Record*, a newspaper of general circulation in the City; and

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

WHEREAS, the City Council opened the Levy and Assessment Hearing on *March 13, 2018*, which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Phase #2 Assessment Roll, and the proposed Phase #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Phase #2 Assessments, the allocation of costs of the Phase #2 Improvements, the purposes of the Phase #2 Assessments, the special benefits of the Phase #2 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Phase #2 Assessments; and

WHEREAS, the City Council finds and determines that the Phase #2 Assessment Roll and the Updated Creeks of Legacy Public Improvement District Service and Assessment Plan, dated March 13, 2018 (the “Service and Assessment Plan”), attached as **Exhibit A** hereto and which is incorporated herein for all purposes, should be approved and that the Phase #2 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Phase #2 Assessment Roll attached thereto as Appendix H; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of costs of the Phase #2 Improvements, the Phase #2 Assessment Roll, or the levy of the Phase #2 Assessments; and

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

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

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

(a) The apportionment of the costs of the Phase #2 Improvements (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Phase #2 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Phase #2 Improvements;

(c) The Service and Assessment Plan apportions the cost of a Phase #2 Improvements to be assessed against the property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #2 Improvements;

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

(e) The method of apportionment of the costs of the Phase #2 Improvements set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Phase #2 Improvements on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;

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

(g) The Phase #2 Assessment Roll in the form attached as Appendix H to the Service and Assessment Plan should be approved as the Phase #2 Assessment Roll for the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Phase #2 Assessments, interest on Annual Installments, interest and penalties on delinquent Phase #2 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Phase #2 Assessments should be approved and will expedite collection of the Phase #2 Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District; and

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

Section 3. Service and Assessment Plan.

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

Section 4. Phase #2 Assessment Roll.

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

Section 5. Levy and Payment of Special Assessments for Costs of Improvement Project.

(a) The City Council hereby levies an assessment on each tract of property (excluding non-benefitted property) located within Phase #2 of the District, as shown and described on the Service and Assessment Plan and the Phase #2 Assessment Roll, in the respective amounts shown on the Phase #2 Assessment Roll as a special assessment on the properties set forth in the Phase #2 Assessment Roll.

(b) The levy of the Phase #2 Assessments shall be effective on the date of execution of this Ordinance levying Phase #2 Assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(c) The collection of the Phase #2 Assessments shall be as described in the Service and Assessment Plan. The collection of the first Annual Installment for a Phase #2 Lot or Phase #2 Parcel shall commence upon the earlier of (i) the issuance of one or more Phased PID Bonds secured by the Phase #2 Assessment Revenues, or (ii) the two year anniversary of the levy of Assessments on the Phase #2 Assessed Property. Such first Annual Installment for a Phase #2 Lot or Phase #2 Parcel shall be due by January 31st of the following calendar year.

(d) Each Phase #2 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Phase #2 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the costs of the Phase #2 Improvements is as set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Phase #2 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan. The Phase #2 Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Phase #2 Assessed Property may prepay the Phase #2 Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the owners of property in Phase #2 of the District intend for the obligations, covenants and burdens on the landowners of the Phase #2 Assessed Property, including without limitation the property owners' obligations related to payment of the Phase #2 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Phase #2 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Assessed Parties, as the owners of the property in the District of the

Phase #2 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Phase #2 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc., of Columbia, Maryland, is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of the Phase #2 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Temporary Collector.

The City's Director of Finance is hereby appointed and designated as the temporary collector of the Phase #2 Assessments (the "Collector"). The Collector shall serve in such capacity until such time as the City shall arrange for the Collector's duties to be performed by the Denton County Tax Assessor and Collector, the Collin County Tax Assessor and Collector, or another qualified collection agent is selected by the City.

Section 11. Applicability of Tax Code.

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

Section 12. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Phase #2 Assessment Roll, to be recorded in the real property records of Denton County and Collin County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall

become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Phase #2 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

ADOPTED, PASSED, AND APPROVED on this the 13th day of March, 2018.

ATTEST:

CITY OF CELINA

Vicki Faulkner, City Secretary

Chad Anderson, Mayor Pro-Tem

APPROVED AS TO FORM

Julie Fort, Attorney for the City

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2018 by Vicki Faulkner, City Secretary of the City of Celina, Texas, by Julie Fort, Attorney for the City of Celina, Texas, and by Chad Anderson, Mayor Pro-Tem of the City of Celina, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Exhibit A
Service and Assessment Plan



Exhibit
Creeks of Legacy Master Concept Plan
Celina, Texas
January 2018



10875 JOHN W. ELLIOTT DR.
SUITE 400
FRISCO, TX 75033
PHONE: 469-213-1800
TX FIRM NO. 12207

Draft

CREEKS OF LEGACY
PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

JUNE 18, 2014
AS UPDATED FOR PHASE #2 ON FEBRUARY 13, 2018

CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Section I PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On April 29, 2014 (the “Creation Date”) the City Council of the City of Celina, Texas (the "City") passed and approved Resolution No. 2014-17R approving and authorizing the creation of the Creeks of Legacy Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in the PID (the “Authorized Improvements”), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in approximately three phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on the all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be provided for that phase.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. The Creeks of Legacy 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 cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Rolls for the PID are included as Appendix F, G and H 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.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs 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.

“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.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and codes with respect to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual

principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments, as shown on the Assessment Rolls attached hereto as Appendix F, Appendix G and Appendix H, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the prepayment reserve described in Section IV of this Service and Assessment Plan, and (iii) the delinquency reserve.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and includes the Assessments including those 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, as applicable, the Phases #2 – 3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, an Assessment Roll for any Future Phase of development or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Authorized Improvement Costs” mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

“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.

“**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 CTMGT Frontier 80, LLC, a Texas limited liability company.

“**Equivalent Units**” mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix D attached hereto.

“**Future Phases**” means Phases that are fully developed after Phase #1, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

“**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 home owners’ association.

“**Lot**” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Denton County, Texas.

“**Lot Type**” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“**Lot type 1**” means lots identified as such on the Assessment Roll, being lots with approximately 7,700 square feet size and a lot width of 70 feet, which may be referred to as such in PD #46.

“**Lot type 2**” means lots identified as such on the Assessment Roll, being lots with approximately 6,600 square feet size and a lot width of 60 feet, which may be referred to as such in PD #46.

“**Lot type 3**” means lots identified as such on the Assessment Roll, being lots with approximately 5,500 square feet size and a lot width of 50 feet, which may be referred to as such in PD #46.

“**Major Improvements**” or “**MI**” mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI. F. 1.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District or 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 Denton County or Collin County.

“Phase” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds and/or a Reimbursement Agreement for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

“Phase #1” means the initial Phase to be developed, identified as “Phase #1” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

“Phase #1 Assessed Property” means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

“Phase #1 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

“Phase #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #1 Bonds” mean collectively the Phase #1A Bonds and the Phase #1B Bonds to be issued by the City to finance the Phase #1 Improvements.

“Phase #1 Improvements” mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Authorized Improvements which only benefit Phase #1 Assessed Property and are described in Section III.C.

“Phase #1A Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Improvement District Phase #1 Project)" that are secured primarily by Phase #1 Assessment Revenue.

“Phase #1B Bonds” mean the bonds to be issued subsequent to the Phase #1A Bonds to finance

the remaining costs of the Phase #1 Improvements and that will be secured primarily by Phase #1 Assessment Revenue.

“Phase #2” means the second Phase to be developed, identified as Phases #2A, #2B, #2C and #2D and generally shown in Appendix A, as specifically described as the sum of all Parcels shown in Appendix H.

“Phase #2 Assessed Property” means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll in Appendix H against which an Assessment relating to the Phase #2 Improvements is levied.

“Phases #2 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Improvements.

“Phase #2 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #2 Improvements” mean the Authorized Improvements which only benefit Phase #2 Assessed Property and are described in Section III.D.

“Phased PID Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

“Phases #2 – 3 Major Improvement Area” mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

“Phases #2 - 3 Major Improvement Assessed Property” means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

“Phases #2 - 3 Major Improvements” mean the pro rata portion of the Major Improvements allocable to Phases #2 - 3 as described in Section III.C.

“Phases #2 – 3 Major Improvement Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2 - 3 Major Improvement Assessed Property, or the Annual Installments thereof, for the Major Improvements.

“Phases #2 - 3 Major Improvement Assessment Roll” means the document included in this Service and Assessment Plan as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phases #2 – 3 Major Improvement Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Improvement District Phases #2 – 3

Major Improvement Project)" that are secured primarily by Phases #2 - 3 Major Improvement Assessment Revenues.

"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.

"PD #46" means Planned Development District, #46 passed and approved by the City pursuant to Ordinance No 2014-06 dated as of February 11, 2014.

"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.

"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, Denton County, Collin County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Reimbursement Agreement" means each Reimbursement Agreement by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of certain Authorized Improvements and the City agrees to reimburse the Developer for the Actual Costs of those Authorized Improvements funded by the Developer with interest as permitted by the Act.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"TIRZ No. 2" means the Tax Increment Reinvestment Zone No. 2, City of Celina, Texas.

"TIRZ Credit" means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to Section VI (B) of this Service and Assessment Plan.

"TIRZ Ordinance" means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 2 Project Plan and Financing Plan (including amendments or supplements thereto).

"TIRZ Revenues" mean, for each year, the amounts paid by the City from the TIRZ No. 2 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI.B of this Service and Assessment Plan.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a

substitute fiscal agent or trustee.

Section II PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is presently located within the City and contains approximately 322 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,021 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (1,021) 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

Proposed Development Type	Quantity	Measurement
Single Family Residential – 70 Feet	183	units
Single Family Residential – 60 Feet	495	units
Single Family Residential – 50 Feet	343	units
Total	1,021	units

B. Property Included in Phase #1, Phase #2 and Phases #2 – 3 Major Improvement Area

Phase #1 consists of approximately 120 acres and is projected to consist of 427 single family residential units, to be developed as Phase #1, as further described in Section III. Phase #2 consists of approximately 106 acres and is projected to consist of 402 single family residential units, to be developed as Phase #2. Phases # 2 - 3 Major Improvement Area consist of approximately 202 acres (including the 106 acres in Phase #2) and are projected to consist of approximately 594 residential units (including the 402 residential units planned in Phase #2). A map of the property within Phase #1, Phase #2 and Phases #2 – 3 Major Improvement Area and depicting the boundaries of each proposed Phase is shown in Appendix A.

C. Property Included in Future Phases

As Phases are developed, it is anticipated that Phased PID Bonds will be issued for each new phase. In connection with the issuance of each new Phased PID Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix F, Appendix G and Appendix H.

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.

Section III DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

- (a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.
- (b) A public improvement may include:
 - (i) landscaping;
 - (ii) erection of fountains, distinctive lighting, and signs;
 - (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - (iv) construction or improvement of pedestrian malls;
 - (v) acquisition and installation of pieces of art;
 - (vi) acquisition, construction, or improvement of libraries;
 - (vii) acquisition, construction, or improvement of off-street parking facilities;
 - (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
 - (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
 - (x) the establishment or improvement of parks;
 - (xi) projects similar to those listed in Subdivisions (i)-(x);
 - (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and

- (xiv) payment of expenses incurred in the establishment, administration and operation of the district.

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the diagram included as Appendix C should be undertaken by the City for the benefit of the property within the PID.

B. Description of Estimated Costs of Major Improvements

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the Equivalent Units as calculated and shown in Appendix D using the planned lot types and anticipated number of lots.

The Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Major Improvements are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

Frontier Parkway is currently a 2-lane gravel road. The Creeks of Legacy development will expand that to a 3-lane (120' right-of-way) paved road of approximately 7,485 linear feet. Legacy Drive is currently a 2-lane gravel road. The Creeks of Legacy development will expand that to a six lane (120' right-of-way) paved of road approximately 3,430 linear feet.

Water Distribution System Improvements:

Currently, there are no water services adjacent to the development. A twelve inch (12") water line will be constructed to serve the development. The line starts at an existing stub near the entrance of Light Farms to the northeast. The line will continue along the east side of the Dallas North Tollway (DNT). The line will cross underneath the DNT and along the north side of Frontier Parkway. The total length along the DNT is 5,685 linear feet. An additional twelve inch (12") water line extension will extend along Frontier Parkway to the west side of the Creeks of Legacy boundary and along Legacy Dr for approximately 16,594 linear feet.

Sanitary Sewer Improvements:

An existing thirty six (36") inch Doe Branch sanitary sewer line is located north of the development. An eighteen inch (18") gravity sanitary sewer line is proposed to connect into Doe Branch and then reduces to a fifteen inch (15") gravity flow sewer line that runs along Frontier Parkway until it reaches the DNT. The proposed line is designed to carry the flow of the development along with the future commercial tracts that will be located between the development and the DNT. The sanitary sewer line has also factored approximately 500 acres of commercial tracts located east of the DNT. This line benefits the entire development along with the surrounding future areas.

Storm Drainage Improvements

The site drains in two directions. Approximately half of the property drains north towards the Doe Branch Creek, while the remaining half drains to the existing creek located on the south side of the development. Enclosed storm drainage in the northern portion (East of Legacy Drive) drains into Doe Branch Creek, while the southern portion drains into the stream south of the property. The west portion of the PID (Stonegate/Wu) drains into the Doe Branch Creek using enclosed storm drains and open channels. Drainage improvements of each builder shall consist of underground reinforced concrete storm sewer pipes, inlets, and rock riprap protection at outfalls.

Table III-A-1
Original Estimated Major Improvement Costs

Authorized Improvements	Total Estimated Major Improvement Costs
Road improvements including right-of-way	\$6,665,000
Water distribution system improvements	\$1,305,000
Sanitary sewer collection system improvements	\$1,415,000
Storm sewer collection system improvements	\$2,665,000
Soft costs including PID creation, City, professional and miscellaneous soft costs	\$1,250,000
Total – Estimated Major Improvement Costs	\$13,300,000

The costs shown in Table III-A-1 are current estimates and may be revised in Annual Service Plan Updates.

According to the Developer, additional Major Improvements (the “Additional Major Improvements”) are being constructed within the PID. The Additional Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Additional Major Improvements are shown in Table III-A-2. The costs shown in Table III-A-2 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The northern two lanes of Frontier Parkway (25’ wide paving section) will be extended from Doe Creek Branch (Collector Road) to Legacy Drive, a distance of approximately 2,200 linear feet. This section will include a bridge over a drainage area. The Creeks of Legacy development will extend the eastern two lanes of Legacy Drive (25’ wide paving section) from Frontier Parkway north to Clear Creek Parkway (Collector Road), with a full intersection at Clear Creek Parkway. Legacy Drive’s western two lanes will be constructed from the intersection with Clear Creek Parkway north for approximately 700 linear feet. Clear Creek Parkway (45’ wide paving section) will be extended from its intersection with Legacy Drive eastward approximately 700 linear feet, connecting with the existing roadway.

Water Distribution System Improvements:

Approximately 5,500 linear feet of twelve inch (12") water line will be constructed adjacent to Frontier Parkway from Doe Creek Branch to Legacy Drive, and then north along Legacy Drive to a point north of Clear Creek Parkway.

Sanitary Sewer Improvements:

An eight (8") inch sanitary sewer line will be extended from the intersection of Legacy Drive and Clear Creek Parkway west for approximately 160'.

Storm Drainage Improvements

Drainage improvements along the right-of-ways and paving sections shall consist of underground reinforced concrete storm sewer pipes, storm inlets, storm outlets, gabion structures, deepening of an existing detention pond, and rock riprap protection at outfalls.

Table III-A-2
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Estimated Additional Major Improvement Costs
Road improvements including right-of-way	\$1,330,604
Water distribution system improvements	\$434,916
Sanitary sewer collection system improvements	\$19,932
Storm sewer collection system improvements	\$1,660,560
Soft costs including PID creation, City, professional and miscellaneous soft costs	\$861,022
Total – Estimated Additional Major Improvement Costs	\$4,307,034

C. Description of Estimated Costs of Phase #1 Improvements

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The costs of the Phase #1 Improvements are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

All on-site areas will be served by 31-foot wide, concrete streets within 50' right-of-ways. On-site roads will include 4' sidewalks within 9.5' parkways.

Water Distribution System Improvements:

A network of eight (8) inch water lines will be installed within the road right-of-way to serve the development. The on-site water lines will be connected to water mains along Collector A and Collector B.

Sanitary Sewer Improvements:

A network of eight (8) inch sanitary sewer line will be installed within the road right-of-way to serve the development. The on-site sanitary lines will connect to sanitary sewer main lines along Collector A, Collector B, Frontier Parkway and Legacy Drive. The sanitary sewer main lines connect to an existing regional sewer line along Doe Branch located northwest of the Phase #1 area.

Storm Drainage Improvements

The site drains in two directions. Approximately half of the property drains north towards the Doe Branch Creek, while the remaining half drains to the existing creek located on the south side of the development. Enclosed storm drainage in the northern portion (East of Legacy Drive) drains into Doe Branch Creek, while the southern portion drains into the stream south of the property. Drainage improvements of each builder shall consist of underground reinforced concrete storm sewer pipes, inlets, detention ponds and rock riprap protection at outfalls.

Table III-B
Estimated Phase #1 Improvement Costs

Authorized Improvements	Total Estimated Phase #1 Improvement Costs
Road improvements	\$2,665,000
Water distribution system improvements	\$790,000
Sanitary sewer collection system improvements	\$1,090,000
Storm sewer collection system improvements	\$1,475,000
Soft costs including PID creation, City, professional and miscellaneous soft costs	\$2,508,639
Subtotal – Estimated Phase #1 Improvement Costs	\$8,528,639
Add: Proportional share of estimated Major Improvement Costs ¹	\$5,736,361
Proportional share of Additional Major Improvement Costs ¹	\$1,857,647
Total Estimated Phase #1 Improvement Costs	\$16,122,647

¹ See Section V(C) for allocation of Major Improvement costs to Phase #1.

Additional details of the Phase #1 Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V (C).

D. Description of Estimated Costs of Phase #2 Improvements

The Phase #2 Improvements that benefit only Phase #2 are described below. The costs of the Phase #2 Improvements are shown in Table III-C. The costs shown in Table III-C are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

All on-site areas will be served by 31-foot wide, concrete streets within 50' right-of-ways. On-site roads will include 4' sidewalks within 9.5' parkways.

Water Distribution System Improvements:

A network of eight inch (8) water lines will be installed within the road right-of-way to serve the development. The on-site water lines will be connected to water mains along Collector A and Collector B.

Sanitary Sewer Improvements:

A network of eight inch (8) sanitary sewer line will be installed within the road right-of-way to serve the development. The on-site sanitary lines will connect to sanitary sewer main lines along Collector A, Collector B, Frontier Parkway and Legacy Drive. The sanitary sewer main lines connect to an existing regional sewer line along Doe Branch located northwest of the Phase #1 area.

Storm Drainage Improvements

The site drains in two directions. Approximately half of the property drains north towards the Doe Branch Creek, while the remaining half drains to the existing creek located on the south side of the development. Enclosed storm drainage in the northern portion (East of Legacy Drive) drains into Doe Branch Creek, while the southern portion drains into the stream south of the property. Drainage improvements of each builder shall consist of underground reinforced concrete storm sewer pipes, inlets, and rock riprap protection at outfalls.

Table III-C
Estimated Phase #2 Improvement Costs

Authorized Improvements	Total Estimated Phase #2 Improvement Costs
Road improvements	\$3,101,987
Water distribution system improvements	\$1,109,646
Sanitary sewer collection system improvements	\$809,669
Storm sewer collection system improvements	\$630,512
Soft costs including PID creation, City, professional and miscellaneous soft costs	\$1,363,027
Total Estimated Phase #2 Improvement Costs	\$7,014,841

The costs shown in Tables III-A-1, III-A-2, III-B and III-C are estimates and may be revised in Annual Service Plan Updates. The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

E. Future Phase Authorized Improvements

As Phases are developed, it is anticipated that additional Phased PID Bonds will be issued to finance Authorized Improvements for each Future Phase. As Phased PID Bonds are issued for each Future Phase, this Service and Assessment Plan will be updated to identify the specific Authorized Improvements financed by such Phased PID Bonds that benefit each Phase (e.g., a

Table III-D will be added to show the estimated costs for Phase 3 Authorized Improvements, etc.).

Section IV SERVICE PLAN

A. Sources and Uses of Funds

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 12 months to construct the Major Improvements to be financed with the Phases #2 - 3 Major Improvement Bonds and approximately 12 months for the Phase #1 Improvements to be constructed. At some point after all or a portion of the Major Improvements and Phase #1 Improvements are constructed, Phase #2 will begin development. After Phase #2 is developed, it is anticipated that Phase #3 will begin development, and so on, with each Future Phase to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The estimated Actual Costs for Major Improvements and Phase #1 Improvements plus costs related to the issuance of the Bonds, in one or more series, for the Major Improvements and Phase #1 Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is \$24,413,055 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 summarizes the sources and uses of funds required to construct the Major Improvements to be financed with the Phases #2 - 3 Major Improvement Bonds and Phase #1 Improvements, establish the PID, and issue the Phase #1 PID Bonds and Phases #2 – 3 Major Improvement Bonds. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

Table IV-B summarizes the sources and uses of funds required to construct the Phase #2 Improvements to be financed with the Phase #2 Assessment Revenues. The sources and uses of funds shown in Table IV-B shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

As Future Phases are developed in connection with the issuance of Phased PID Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-B-2 will be amended to add Phase #3, etc.).

Bonds to finance the Major Improvements and Phase #1 Improvements were issued starting in 2014. Table IV-A shows the sources and uses of the Bonds.

Table IV-A
Estimated Sources and Uses

Sources of Funds	Phase #1A Bonds	Phase #1 Reimbursement Agreement	Phases #2-3A Major Improvement Bonds	Total
Estimated Bond par amount	\$8,750,000	\$3,750,000	\$6,575,000	\$19,075,000
Other funding sources	\$542,012	\$4,280,000	\$516,043	\$5,338,055
Total Sources	\$9,292,012	\$8,030,000	\$7,091,043	\$24,413,055
Uses of Funds				
<i><u>Major Improvements</u></i>				
Road improvements	\$1,673,669	\$1,200,981	\$2,571,523	\$5,446,172
Water distribution system improvements	\$327,703	\$235,151	\$503,501	\$1,066,355
Sanitary sewer improvements	\$355,325	\$254,972	\$545,942	\$1,156,239
Storm drainage improvements	\$669,216	\$480,212	\$1,028,223	\$2,177,652
Other soft and miscellaneous costs	\$313,891	\$225,240	\$482,281	\$1,021,413
Subtotal	\$3,339,804	\$2,396,556	\$5,131,470	\$10,867,831
<i><u>Phase I Improvements</u></i>				
Road improvements	\$1,161,501	\$1,503,499	\$0	\$2,665,000
Water distribution system improvements	\$344,310	\$445,690	\$0	\$790,000
Sanitary sewer improvements	\$475,061	\$614,939	\$0	\$1,090,000
Storm drainage improvements	\$642,857	\$832,143	\$0	\$1,475,000
Other soft and miscellaneous costs	\$1,093,354	\$1,415,285	\$0	\$2,508,639
Subtotal	\$3,717,083	\$4,811,556	\$0	\$8,528,639
Estimated Bond issue costs	\$2,235,125	\$821,887	\$1,959,573	\$5,016,585
Total Uses	\$9,292,012	\$8,030,000	\$7,091,043	\$24,413,055

Notes: The information provided is based on the final bond cash flows. Phase #1 Improvements include the Authorized Improvements listed under this heading plus the estimated \$5.736 million pro rata share of the Major Improvements allocated to Phase #1. The Phase #1 Reimbursement Agreement will finance the remaining Phase #1 Improvements after a portion of such improvements are financed through the Bonds issued in 2014.

The costs of Phases #2 Improvements are anticipated to be financed through a reimbursement agreement (the "Phase #2 Reimbursement Agreement"). The City may elect to issue one or more series of Bonds (the "Phase #2 Bonds") secured by the Phase #2 Assessments to finance the costs of the Phase #2 Improvements, including paying any amounts owed for the Phase #2 Improvements under the Phase #2 Reimbursement Agreement. It is anticipated that in 2018 or 2019 after some or all of the Phase #2 Improvements are constructed, the City may consider issuing such Phase #2 Bonds and pay obligations under the Phase #2 Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #2 Improvements.

Table IV-B shows the sources and uses of the Phase #2 Reimbursement Agreement obligation for Phase #2 Improvements.

Table IV-B
Estimated Sources and Uses – Phase #2 Improvements

Sources of Funds	Phase #2 Reimbursement Agreement
Phase #2 Assessments	\$6,875,000
Other funding sources	\$139,841
Total Sources	\$7,041,841
Uses of Funds	
<u>Phase#2 Improvements</u>	
Road improvements	\$3,101,987
Water distribution system improvements	\$1,109,646
Sanitary sewer improvements	\$809,669
Storm drainage improvements	\$630,512
Other soft and miscellaneous costs	\$1,363,027
Total Uses	\$7,041,841

The Phase #1 Bonds shown in Table IV-A are anticipated to be issued in two series. The first series of Phase #1 Bonds (“Phase #1A Bonds”) were issued in 2014 and will be used to pay and/or reimburse the Developer for a portion of the costs of Phase #1 Improvements. The remaining costs of Phase #1 Improvements were financed through a Reimbursement Agreement dated as of June 18, 2014 (the “Phase #1 Reimbursement Agreement”), which is anticipated to be replaced by the second series of Phase #1 Bonds (“Phase #1B Bonds”). The Phase #1B Bonds are anticipated to be issued in 2018 or 2019 after some or all of the Phase #1 Improvements are constructed and will be used to pay replace the Phase #1 Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #1 Improvements.

The Phases #2 - 3 Major Improvement Bonds shown in Table IV-A were issued in 2014. The Phases #2 - 3 Major Improvement Bonds issued in 2014 were used to pay and/or reimburse the Developer for a portion of the costs of Phases #2 - 3 Major Improvements. The remaining costs of Phases #2 - 3 Major Improvements will be financed through future Bonds, which may be issued separately or combined with improvement costs for Future Phases.

As Future Phases are developed, it is anticipated that additional Phased PID Bonds will be issued for each new future phase improvements. Phase #2 Bonds will be issued to finance the Authorized Improvements required for Phase #2 (and/or to replace any Reimbursement Agreement for Phase #2) and Phase #3 Bonds will be issued to finance the Authorized Improvements required for Phase #3 (and/or to replace any Reimbursement Agreement for Phase #3) as each future phase is developed. Each Future Phased PID Bond may also be issued in one or more series of Bonds. The projected chronology of the Bonds is presented below.

Series 2014 - Phase #1A Bonds to finance (i) the pro-rata costs of the Major Improvements allocable to Phase #1 and, (ii) a portion of the Authorized Improvements that benefit

only Phase #1. It is likely that this and the subsequent 'A' financings for each phase will only be able to fund a part of the internal public infrastructure (to maintain a prudent VtL) and the balance will be funded by a subsequent 'B' financing for each phase once the development within each phase is substantially complete as is contemplated with the issuance of the Phase #1B Bonds.

Phases #2-3 Major Improvement Bonds to finance the pro-rata costs of the Major Improvements allocable to Phases #2-3 Major Improvement Area that benefit only Phases #2-3 Major Improvement Area. It is possible the balance will be funded by a subsequent 'B' financing for the Phases #2-3 Major Improvements once the development within Phases #2-3 Major Improvement Area is commenced.

Series 2018-19 Phase #1B Bonds to refinance the Phase #1 Reimbursement Agreement and/or to reimburse the Developer for the remaining costs of the Phase #1 Improvements, if any.

Series 2018-19 Phase #2 Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #2. It is possible that this and the subsequent 'A' financings for each phase will only be able to fund a part of the internal public infrastructure (to maintain a prudent VtL) and the balance of the Phase #2 Improvements may be funded by a subsequent 'B' financing once the development within Phases #2 is commenced.

Series 2021-22 Phase #3 Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #3. It is possible that this financings for each phase will only be able to fund a part of the internal public infrastructure (to maintain a prudent VtL) and the balance of the applicable Authorized Improvements for the Phase may be funded by a subsequent 'B' financing once the development within Phases #3 is commenced.

The annual projected costs and annual projected indebtedness is shown by Table IV-C. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds
2014	\$16,383,055	\$15,325,000	\$1,058,055
2015	\$0	\$0	\$0
2016	\$0	\$0	\$0
2017	\$8,030,000	\$3,750,000	\$4,280,000
2018	\$11,321,875 ¹	\$6,875,000	\$4,446,875 ²
Total	\$35,734,930	\$25,950,000	\$10,084,930

1 – The total costs shown include the estimated costs of the Additional Major Improvements and Phase #2 Improvements. 2 – The amount represents the total cost of \$11,321,875 less the amount financed through the Phase #2 Reimbursement Agreement.

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Major Improvements shown in Table III-A, the Phase #1 Improvements shown in Table III-B, the Phase #2 Improvements shown in Table III-C and the costs associated with setting up the PID and costs of issuance 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. As Future Phases are developed, in association with issuing Phased PID Bonds, this Table IV-C will be updated to identify the Authorized Improvements to be financed by each new series of the Phased PID Bonds and the projected indebtedness resulting from each additional series of the Phased PID Bonds.

Section V ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1A Bonds and the Phases #2 – 3 Major Improvement Bonds issued in 2014 and the Phase #1B Bonds, subsequent financings are to be issued over the upcoming decade as the two subsequent phases (Phases #2 and #3) of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") ratio within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements can be reimbursed by a subsequent parity lien bond financing, secured by the same special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion. For example, the Phase #1A Bonds to be issued to finance a portion of the Phase #1 Improvements, including the pro-rata costs of the Major Improvements allocable to Phase #1 Assessed Property, followed by a second parity lien issuance of bonds (the Phase #1B Bonds) demonstrates this analysis.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvements and Phase #1 Improvements shall be allocated as described below:

1. The Major Improvement and Phase #1 Improvement costs shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such

- method of allocation will result in the 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 in to consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home process provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the improvements.
 3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.
 4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.
 5. The Major Improvement costs are proportionally allocated to the Phases #2 – 3 Major Improvement Assessed Property and the Phase #1 Assessed Property based on the ratio of total Equivalent Units estimated for the Phases #2 - 3 Major Improvement Assessed Property and the Phase #1 Assessed Property.
 6. The Phases #2 - 3 Major Improvement Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2 – 3 Major Improvement Assessed Property based on the total Equivalent Units estimated for each Parcel.
 7. The Phase #1 Improvement costs (including Phase #1 Assessed Property's proportional share of the costs of the Major Improvements) are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units estimated for each Parcel.
 8. The Phase #2 Improvement costs are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements and Phase #1 Improvements.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from internal subdivision Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds. Therefore, at this time Parcels will only be assessed for the special benefits conferred upon the Parcel because of the Major Improvements and Phase #1 Improvements.

In connection with the issuance of Phased PID Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements, Phase #1 Improvements and Phase #2 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the

Phase #1 Assessed Property, the Phase #2 Assessed Property and Phases #2 – 3 Major Improvement Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, Phase #1 Improvements and Phase #2 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the Act. These improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The public 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 special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the public improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Assessments result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Assessments 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 Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Costs to Assessed Property

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of estimated costs for each Major Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 427 residential units. As shown in Appendix D, the total

Equivalent Units for Phase #1 is calculated as 374.80. The Phases #2 – 3 Major Improvement Area is projected to contain 594 residential units resulting in a total of 494.19 Equivalent Units as shown in Appendix D. The Total projected Equivalent Units in the PID is, therefore, calculated to be 868.99 (i.e., $374.80 + 494.19 = 868.99$). As a result, 43.13 percent of the estimated costs of Major Improvements (i.e. $374.80 \div 868.99 = 43.13\%$) are allocated to the Phase #1 Assessed Property and 56.87 percent of the estimated costs Major Improvements (i.e., $494.19 \div 868.99 = 56.87\%$) are allocated to the Phases #2 - 3 Major Improvement Assessed Property. The Phases #2 – 3 Major Improvement Bonds will fund the proportionate share of the estimated costs of the Major Improvement allocated to the Phases #2 – 3 Major Improvement Area; and, Phase #1 Bonds will fund Phase #1's proportionate share of the estimated costs of the Major Improvements.

Table V-A
Allocation of Major Improvement Costs

Major Improvement Estimated Costs	
Authorized Improvement	Estimated Costs
Road Improvements	\$6,665,000
Water Improvements	\$1,305,000
Sanitary Sewer Improvements	\$1,415,000
Storm Drainage Improvements	\$2,665,000
Other soft and miscellaneous costs	\$1,250,000
Total Major Improvements	\$13,300,000
Phase #1	
Projected total Equivalent Units ¹	374.80
% of total Equivalent units	43.13%
Proportionate Share of Costs ²	\$5,736,361
Phases #2 - 3	
Projected total Equivalent Units	494.19
% of total Equivalent units	56.87%
Proportionate Share of Costs	\$7,563,639
Notes: (1) See Appendix D for the detailed calculation of Equivalent Units. (2) Any Additional Major Improvements shall be allocated to Phase #1 using the same percentage calculated above (i.e. \$1,857,647 (43.13%) of the \$4,307,034 total cost of Additional Major Improvements shown in Table III-A-2 are allocable to Phase #1).	

D. Assessment Methodology

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

1. Assessment Methodology for the Major Improvements for Phases #2 – 3 Major Improvement Area

For purpose of this Service and Assessment Plan, the City Council determined that the portion of Actual Costs of the Major Improvement costs to be allocated to Phases #2 - 3 Major Improvement Area shall be allocated to the Phases #2 - 3 Major Improvement Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types, number and average home value of Lots anticipated to be developed on each Parcel. Having taken into consideration the matters described under Sections V (A) and (B) 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. These classifications (from Lot Type 1 (70 Ft Lots) representing the highest residential value to Lot Type 3 (50 Ft Lot) representing the lowest value. Assessments are allocated to each land use class on the basis of the average value for each Lot Type. 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 Lot Type, setting the Equivalent Unit factor for Lot Type 1 (70 Ft Lots) to 1.0.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within the Phases #2 - 3 Major Improvement Area is shown on the Phases #2 – 3 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements, including and the portion of the Major Improvements to be financed with the Phase #1 Bonds, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #1. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #1 Improvements and the portion of the Major

Improvements that benefit Phase #1 provided by Peloton Land Solutions, as set forth in Table III-B, the City Council has determined that the benefit of the Phase #1 Improvements to Phase #1 Assessed Property is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot type.

3. *Assessment Methodology for Phase #2*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #2. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #2 Improvements and the portion of the Phase #2 Improvements that benefit Phase #2 provided by the project engineer, as set forth in Table III-C, the City Council has determined that the benefit of the Phase #2 Improvements to Phase #2 Assessed Property is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have

the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot type.

4. *Assessment Methodology for Future Phases*

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. Assessments

The Assessments for the Phase #1 Bonds and the Phases #2 – 3 Major Improvement Bonds were levied on each Parcel according to the Phases #2 – 3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, attached hereto as Appendix F and Appendix G, respectively. The Annual Installments for the Phases #2 – 3 Major Improvement Bonds and the Phase #1 Bonds are being collected at the time and in the amounts shown on the Phases #2 – 3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

The Assessments for the Phase #2 Reimbursement Agreement will be levied on each Parcel according to the Phase #2 Assessment Roll, attached hereto as Appendix H. The Annual Installments for the Phase #2 Reimbursement Agreement will be collected at the time and in the amounts shown on the Phase #2 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

F. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. Prepayment Reserve

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with up to 0.20% allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Bonds are prepaid and up to 0.30% allocated to fund a delinquency reserve account as described below. The prepayment reserve shall be funded until it reaches 1.50% of the outstanding Bonds as stipulated in the Bond documents. Once the prepayment reserve is funded in full, any additional interest collected shall be allocated to fund delinquent payments as described in H below.

H. Delinquency Reserve

The City has allocated up to 0.30% of the interest rate component of the Annual Installments to offset any possible delinquent payments. The additional reserve shall be funded up to 4% of the outstanding Bonds, but in no event will the annual collection, together with the Prepayment reserve, be more than 0.50% of the outstanding Bonds. The City may allocate up to 0.50% of the interest rate component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or reduce the Assessments, as determined by the City Council.

I. TIRZ Credit

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues (the 47.63% of the property tax increment collected and deposited into the TIRZ No. 2 tax increment fund) generated from each Parcel to offset a portion of such Parcel's PID assessments (the "TIRZ Credit"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel. The TIRZ Credit applicable to each Parcel shall be calculated as described under Section VI (B) of this Service and Assessment Plan.

Section VI TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located within Phases #2 – 3 Major Improvement Area

The Assessment and Annual Installments for each Assessed Property located within Phases #2 – 3 Major Improvement Area are shown on the Phases #2 – 3 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phases #2 – 3 Major Improvement Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, to cover Administrative Expenses of Phases #2 – 3 Major Improvement Area.

B. Amount of Assessments and Annual Installments for Parcels Located Within Phase #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1 Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, and to cover Administrative Expenses of Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel. The TIRZ Credit for each Parcel shall be calculated using the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the TIRZ Credit amount for a Parcel
- B = the total TIRZ Revenues collected for the preceding year
- C = the total Equivalent Unit of the Parcel
- D = the total Equivalent Units of all Parcels

The TIRZ Revenues collected in any given year shall be used to calculate the TIRZ Credit in the following year (i.e., TIRZ Revenues collected in 2015 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2016). TIRZ Credits shall be calculated for those Parcels that are subject to Assessments by the PID. The total TIRZ Revenues collected from all Parcels in each Phase shall be used to calculate the TIRZ Credit applicable to each Parcel within the Phase based on the above formula. The total TIRZ increment amount generated by all Phase #1 Assessed Property will be divided by the total Equivalent Units in Phase #1 to determine the TIRZ credit applicable to each Phase #1 Assessed Property. The total TIRZ increment amount generated by all Phases #2 - 3 Major Improvement Assessed Property will be divided by the total Equivalent Units in Phases #2 - 3 Major Improvement Assessed Property to determine the TIRZ credit applicable to each Phases #2 - 3 Major Improvement Assessed

Property. The Equivalent Units to be used for the calculation of the TIRZ Credit shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

This method of allocating the TIRZ Revenues to all Parcels in a Phase would result in equal amount of TIRZ Credits applied to similar Parcels, However, it may result in lower amounts applied as TIRZ Credit for Parcels that generate higher than average TIRZ Revenues. The TIRZ Revenues can be applied proportionally to calculate the TIRZ Credits for each Parcel generating the TIRZ Revenues if the TIRZ Credit is calculated separately for each Parcel and such TIRZ Credit is directly applied on a Parcel-by-Parcel basis.

Accordingly, the TIRZ Credit calculation methodology described in the Service and Assessment Plan has been updated herein as follows as approved by the City Council as part of the Annual Service Plan Update for 2016-17.

The TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate the Parcel's TIRZ Credit for such Parcel (and/or new Parcels subdivided from such Parcel) in the following year (i.e., TIRZ Revenues collected in 2017 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2018). The TIRZ Credit shall be calculated for those Parcels that are subject to Assessments in the PID and have generated TIRZ Revenues.

C. Amount of Assessments and Annual Installments for Parcels Located Within Phase #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #2 Reimbursement Agreement and to cover Administrative Expenses of Phase #2. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel. The TIRZ Credit for each Parcel shall be calculated in the same manner as shown for Phase #1 above.

D. Amount of Assessments and Annual Installments for Parcels Located Within Future Phases

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #3, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

E. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

F. Mandatory Prepayment of Assessments

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

2. The payments required above shall be treated the same as any Assessment that is due and owing under the Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

G. Reduction of Assessments

1. If after all Authorized Improvements to be funded with a series of Bonds have been

completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Collection Costs, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Collection Costs. The Principal Portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

H. Payment of Assessments

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include 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 Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Each Assessment on the Phase #1 Assessed Property and Phases #2-3 Major Improvement Assessed Property shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds and (ii) 9.79 percent per annum. The Phases #2 - 3 Major Improvement Assessment Roll sets forth for each year the Annual Installment for each Parcel based on Bond interest rates of 6.75%, 7.25% and 7.625% for the Phases #2 - 3 Bonds due in 2024, 2032 and 2040, respectively, and additional interest at the rate of 0.5% for administrative expenses, Prepayment Reserve and Delinquency Reserve.

The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on Bond interest rates of 6.375%, 6.625% and 7.00% for the Phases #1A Bonds due in 2028, 2032 and 2040, respectively, Phase #1 Reimbursement Agreement interest rates of 7.79% for years 1 through 5 and 6.79% for years 6 through 31 and additional interest at the rate of 0.5% for administrative expenses, Prepayment Reserve and Delinquency Reserve.

Each Assessment for Phase #2 under the Phase #2 Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during the 30-days prior to the date of Phase #2 Assessment levy was 4.35%. The City has determined that the Assessments shall bear interest at the rate of 8.05% per annum for years 1 through 5 and 6.35% per annum following the fifth Annual Installment, which rate is less than the initial maximum allowable rate of interest of 9.35% and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.35%.

The principal and interest component of the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Rolls, updated with the actual interest rates on the Bonds and the Phase #1 Reimbursement Agreement and, the estimated interest rates on the Phase #2 Reimbursement Agreement are shown as Appendix F, Appendix G and Appendix H. The Annual Installments shall be reduced to equal the actual costs of repaying the 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 approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits 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 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.

Section VII THE ASSESSMENT ROLL

A. Major Improvement Area Assessment Roll

Each Parcel within Phases #2 - 3 Major Improvement Area has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the Assessed Property within each Parcel.

Phases #2 – 3 Major Improvement Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Major Improvements. Table IV-A summarizes the \$7,091,043 in special benefit received by Phases #2 - 3 Major Improvement Area from a portion of the Major Improvements, the pro rata costs of the PID formation, and issuance costs for the proposed Phases #2 – 3 Major Improvement Bonds. The total amount of Phases #2 – 3 Major Improvement Bonds is \$6,575,000, which is less than the benefit received by Phases #2 – 3 Major Improvement Assessed Property, and as such the total Assessment for all Assessed Property within Phases #2 - 3 Major Improvement Area is \$6,575,000 plus annual Administrative Expenses. The Assessment for each Parcel of Assessed Property within the Phases #2 - 3 Major Improvement Area is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2 – 3 Major Improvement Assessment Roll is attached hereto as Appendix F.

B. Phase #1 Assessment Roll

Phase #1 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #1 Improvements that benefit Phase #1, which include a proportionate share of the Major Improvements allocable to Phase #1. Table IV-A summarizes the \$17,322,012 in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements that benefit Phase #1, including the proportionate share of the Major Improvements allocable to Phase #1, the pro rata costs of the PID formation, and Bond issuance costs. The total amount of Phase #1 Bonds and the Phase #1 Reimbursement Agreement is \$12,500,000, which is less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is \$12,500,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix G.

C. Phase #2 Assessment Roll

Phase #2 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements that benefit Phase #2. Table IV-B summarizes the \$7,041,841 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements that benefit Phase #2 and miscellaneous PID related costs. The amount of Phase #2 Reimbursement Agreement is \$6,875,000, which is less than the benefit received by Phase #2 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #2 is \$6,875,000 plus annual Administrative Expenses and other authorized charges. The Assessment

for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix H.

D. Future Phase Assessment Roll

As Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #3, etc.).

E. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2 – 3 Major Improvement Assessment Roll, Phase #1 Assessment Roll and Phase #2 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.H of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

Section VIII MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the 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 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.

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.

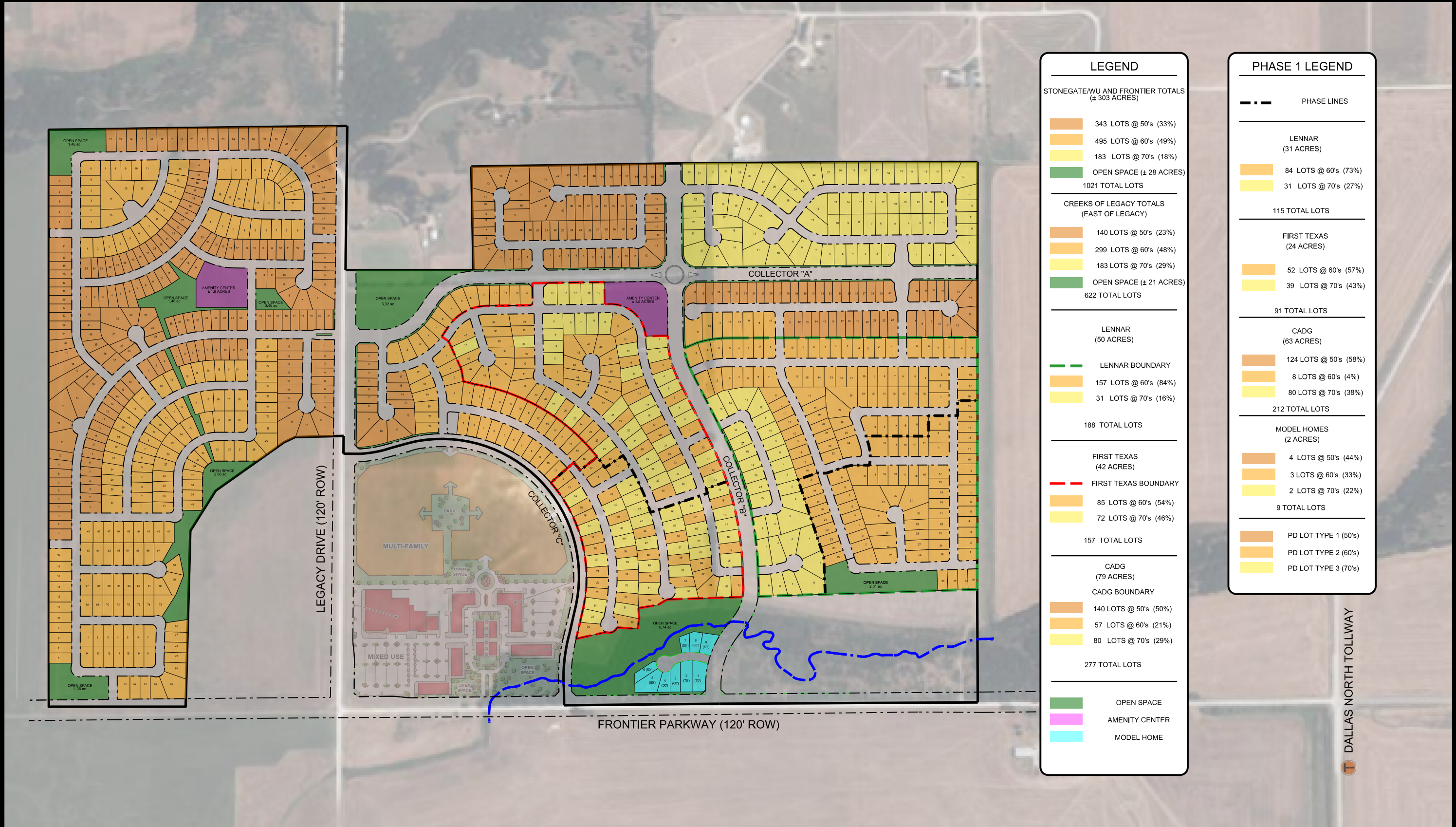
E. Severability

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.

Appendix A

The PID MAP



LEGEND

STONEGATE/WU AND FRONTIER TOTALS
(± 303 ACRES)

- 343 LOTS @ 50's (33%)
- 495 LOTS @ 60's (49%)
- 183 LOTS @ 70's (18%)
- OPEN SPACE (± 28 ACRES)

1021 TOTAL LOTS

CREEKS OF LEGACY TOTALS
(EAST OF LEGACY)

- 140 LOTS @ 50's (23%)
- 299 LOTS @ 60's (48%)
- 183 LOTS @ 70's (29%)
- OPEN SPACE (± 21 ACRES)

622 TOTAL LOTS

LENNAR
(50 ACRES)

- LENNAR BOUNDARY
- 157 LOTS @ 60's (84%)
- 31 LOTS @ 70's (16%)

188 TOTAL LOTS

FIRST TEXAS
(42 ACRES)

- FIRST TEXAS BOUNDARY
- 85 LOTS @ 60's (54%)
- 72 LOTS @ 70's (46%)

157 TOTAL LOTS

CADG
(79 ACRES)

CADG BOUNDARY

- 140 LOTS @ 50's (50%)
- 57 LOTS @ 60's (21%)
- 80 LOTS @ 70's (29%)

277 TOTAL LOTS

OPEN SPACE

AMENITY CENTER

MODEL HOME

PHASE 1 LEGEND

--- PHASE LINES

LENNAR
(31 ACRES)

- 84 LOTS @ 60's (73%)
- 31 LOTS @ 70's (27%)

115 TOTAL LOTS

FIRST TEXAS
(24 ACRES)

- 52 LOTS @ 60's (57%)
- 39 LOTS @ 70's (43%)

91 TOTAL LOTS

CADG
(63 ACRES)

- 124 LOTS @ 50's (58%)
- 8 LOTS @ 60's (4%)
- 80 LOTS @ 70's (38%)

212 TOTAL LOTS

MODEL HOMES
(2 ACRES)

- 4 LOTS @ 50's (44%)
- 3 LOTS @ 60's (33%)
- 2 LOTS @ 70's (22%)

9 TOTAL LOTS

PD LOT TYPE 1 (50's)

PD LOT TYPE 2 (60's)

PD LOT TYPE 3 (70's)

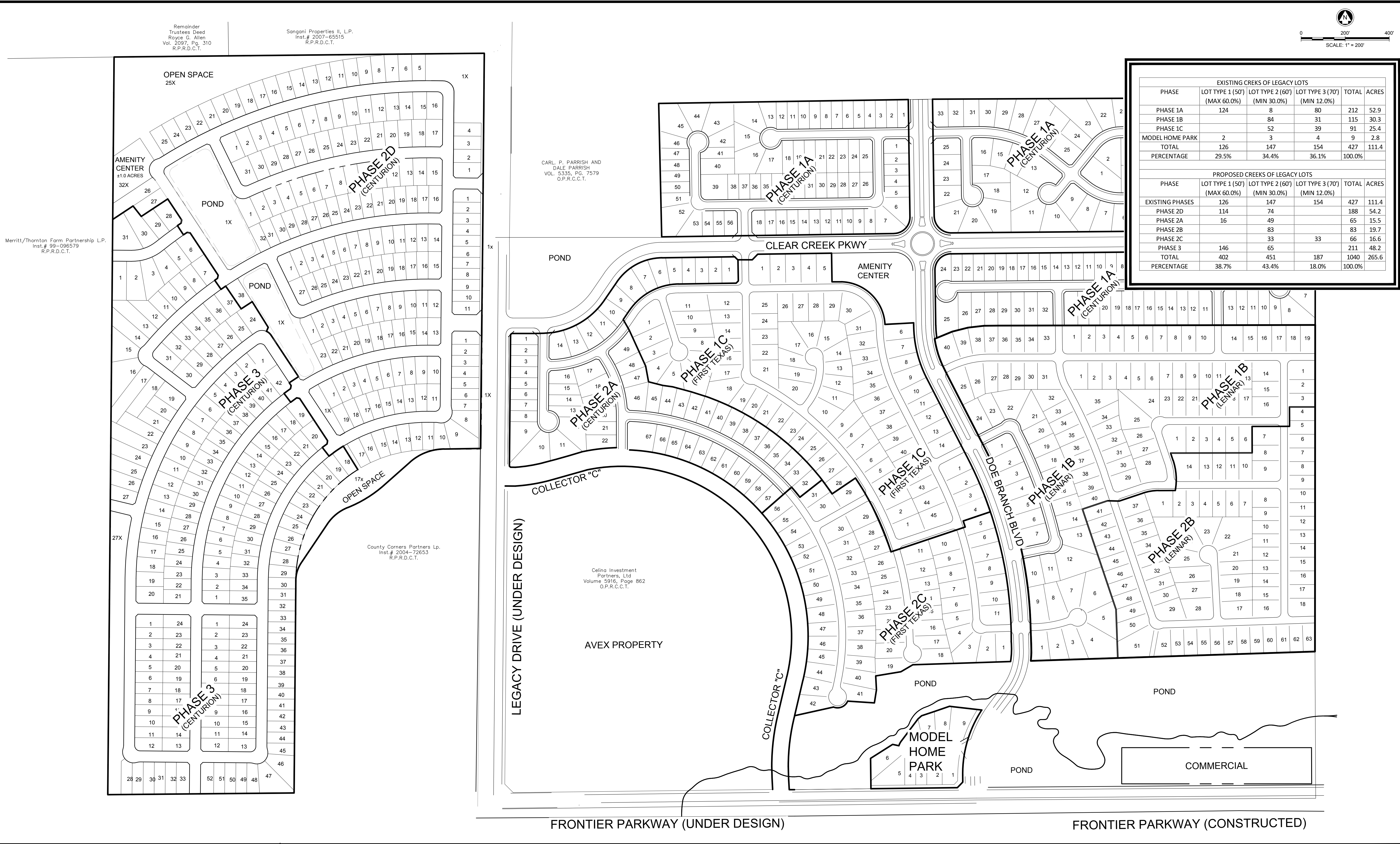


Exhibit
Creeks of Legacy Master Concept Plan
Celina, Texas
January 2018



10875 JOHN W. ELLIOTT DR.
SUITE 400
FRISCO, TX 75033
PHONE: 469-213-1800
TX FIRM NO 12207

Appendix B

ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Appendix B
Estimated Authorized Improvement Costs

Authorized Improvements	Estimated Major Improvement Costs	Estimated Phase #1 Improvement Costs	Estimated Future Phase Improvement Costs (for information purposes only)
Roadway Improvements			
Frontier Parkway (Collector B to DNT)	\$779,846	\$0	\$0
Frontier (Collector B to Legacy), Legacy and Frontier (Legacy to Stonegate)	\$2,255,562	\$0	\$0
Collector A and Collector B	\$2,029,592	\$0	\$0
Phase 1 on-site roadways	\$0	\$2,665,000	\$0
Future phase on-site roadways	\$0	\$0	\$2,585,000
Estimated right-of-way costs	\$1,600,000	\$0	\$0
Subtotal: Roadway improvements	\$6,665,000	\$2,665,000	\$2,585,000
Water distribution system improvements			
Water improvements along DNT and DNT to Collector B	\$547,210	\$0	\$0
Water improvements along Frontier (Collector B to Legacy), Legacy and Frontier (Legacy to Stonegate)	\$400,300	\$0	\$0
Water improvements along Collector and Collector B	\$357,490	\$0	\$0
Phase 1 on-site water improvements	\$0	\$790,000	\$0
Future phase on-site water improvements	\$0	\$0	\$765,000
Subtotal: Water improvements	\$1,305,000	\$790,000	\$765,000
Sewer collection system improvements			
Sewer system improvements along Legacy and Frontier (Legacy to Collector B)	\$689,949	\$0	\$0
Sewer system improvements along Frontier (Collector B to DNT)	\$316,424	\$0	\$0
Sewer system improvements along Collector A and	\$408,627	\$0	\$0
Phase 1 on-site sewer system improvements	\$0	\$1,090,000	\$0
Future phase on-site sewer system improvements	\$0	\$0	\$1,055,000
Subtotal: Sewer system improvements	\$1,415,000	\$1,090,000	\$1,055,000

Appendix B
Estimated Authorized Improvement Costs

Authorized Improvements	Estimated Major Improvement Costs	Estimated Phase #1 Improvement Costs	Estimated Future Phase Improvement Costs (for information purposes only)
Drainage collection system improvements			
Drainage system improvements along Frontier (DNT to	\$451,980	\$0	\$0
Drainage improvements along Frontier (Collector B to			
Legacy), Legacy and Frontier (Legacy to Stonegate)	\$969,629	\$0	\$0
Drainage system improvements along Collector A and			
Collector B	\$1,243,391	\$0	\$0
Phase 1 on-site drainage system improvements	\$0	\$1,475,000	\$0
Future phase on-site drainage system improvements	\$0	\$0	\$1,430,000
Subtotal: Drainage system improvements	\$2,665,000	\$1,475,000	\$1,430,000
Subtotal:estimated improvement costs	\$12,050,000	\$6,020,000	\$5,835,000
Other costs			
Engineering	\$731,500	\$421,400	\$408,450
Contingency and other soft costs	\$518,500	\$2,087,239	\$816,550
Subtotal: Other costs	\$1,250,000	\$2,508,639	\$1,225,000
Grand total improvements + soft costs	\$13,300,000	\$8,528,639	\$7,060,000
Estimated Major Improvement costs allocated to Phase 1	(\$5,736,361)	\$5,736,361	
Total estimated improvement costs to be funded	\$7,563,639	\$14,265,000	\$7,060,000
Estimated bond issuance costs ¹	\$1,962,404	\$3,057,012	
Grand Total Estimated Project Costs	\$9,526,043	\$17,322,012	

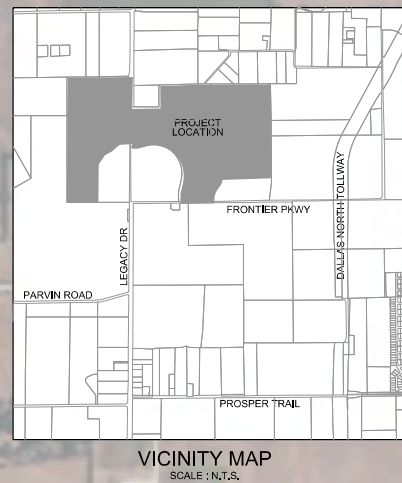
1 - The estimated bond issuance costs for Major Improvements includes amounts (rounded) only for the Series 2014 Phases #2-3 Major Improvement Bonds.

Appendix C

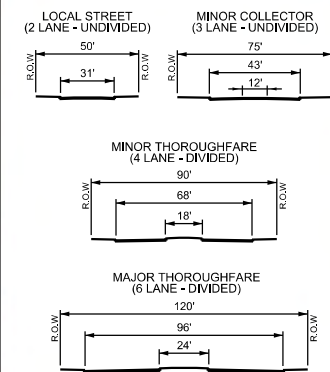
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

LEGEND

- OFFSITE SANITARY SEWER
- DOE BRANCH (EXISTING GRAVITY FLOW)
- FRONTIER PARKWAY 120' ROW 1-37' B-B (DNT TO COLLECTOR B)
- FRONTIER PARKWAY 120' ROW 1-37' B-B (LEGACY TO COLLECTOR B)
- FRONTIER PARKWAY 120' ROW 1-37' B-B (LEGACY TO STONEGATE)
- LEGACY DRIVE 120' ROW 2-37' B-B (NORTH PROPERTY BOUNDARY TO FRONTIER)
- COLLECTOR "B" 90' ROW 2-25' B-B (NORTH BOUNDARY TO FRONTIER)
- COLLECTOR "A" 75' ROW 43' B-B (WEST - MIDDLE OF TRAFFIC CIRCLE TO EAST BNDRY)
- COLLECTOR "A" 75' ROW 43' B-B (EAST - MIDDLE OF TRAFFIC CIRCLE TO LEGACY DR)
- PH 1 PHASE 1 ITEMS
- PH 2 FUTURE PHASE ITEMS



VICINITY MAP
SCALE: N.T.S.



LENGTH - 3,430 FT
PH 2: PAV/GRAD/DRAIN \$1,818,399
PH 2: WATER \$219,586
PH 1: SEWER \$550,946

LENGTH - 2,073 FT
PH 1: PAV/GRAD/DRAIN \$818,937
PH 1: WATER \$99,693
PH 1: SEWER \$132,760

LENGTH - 1,785 FT
PH 1: PAV/GRAD/DRAIN \$716,796
PH 1: WATER \$89,981
PH 1: SEWER \$110,470

LENGTH - 3,313 FT
PH 1: PAV/GRAD/DRAIN \$2,125,273
PH 1: WATER \$206,884
PH 1: SEWER \$208,255

WATER LINE
LENGTH - 5,683 FT
PH 1: \$420,270

LENGTH - 2,190 FT
PH 2: PAV/GRAD/DRAIN \$1,172,812
PH 2: WATER \$125,084
PH 1: SEWER \$221,796

LENGTH - 3,571 FT
PH 1: PAV/GRAD/DRAIN \$1,379,645
PH 1: WATER \$192,605
PH 2: SEWER \$354,395

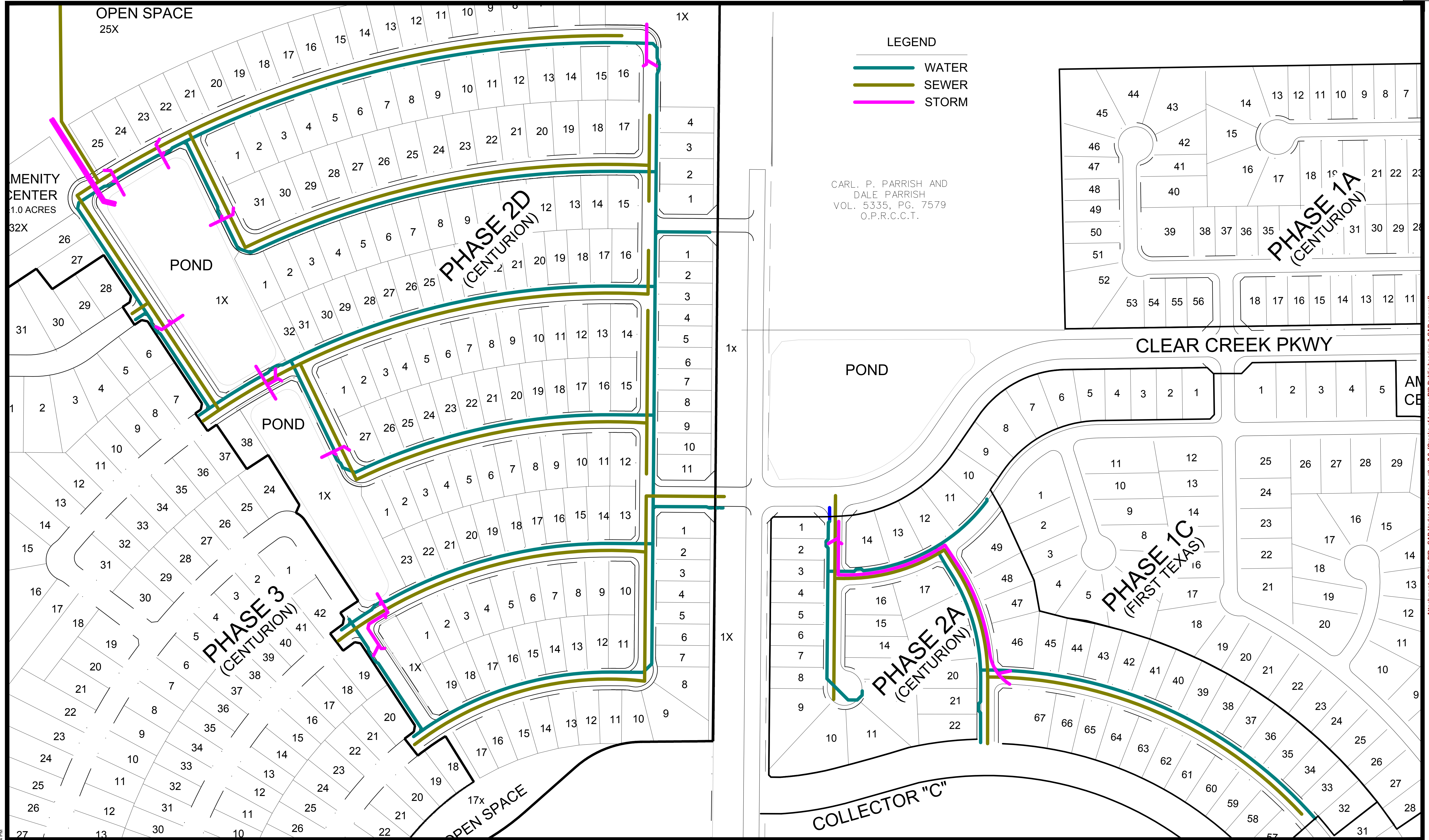
LENGTH - 1,720 FT
PH 2: PAV/GRAD/DRAIN \$621,004
PH 2: WATER \$103,666

	PHASE 1	PHASE 2	TOTAL TIF
OFFSITE WATER	\$1,009,433	\$448,336	\$1,457,769
OFFSITE SEWER	\$1,224,227	\$354,395	\$1,578,622
FRONTIER PARKWAY (COLLECTOR B TO DNT)	\$1,379,645	\$0	\$1,379,645
FRONTIER PARKWAY (COLLECTOR B TO LEGACY)	\$0	\$1,172,812	\$1,172,812
FRONTIER PARKWAY (LEGACY TO STONEGATE)	\$0	\$621,004	\$621,004
LEGACY DRIVE (FRONTIER TO N PROP. BOUNDARY)	\$0	\$1,818,399	\$1,818,399
COLLECTOR B TOTAL	\$2,125,273	\$0	\$2,125,273
COLLECTOR A (MIDDLE OF TRAFFIC CIRCLE TO LEGACY)	\$0	\$0	\$0
COLLECTOR A (MIDDLE OF TRAFFIC TO EAST BOUNDARY)	\$818,937	\$0	\$818,937
	\$716,796	\$0	\$719,796
	\$7,274,311	\$4,414,946	\$11,689,257

CREEKS OF LEGACY - MAJOR IMPROVEMENTS (MI)

APRIL 7, 2014





Appendix D

LOT TYPES AND EQUIVALENT UNITS

Draft

Appendix D Lot Types and Equivalent Units

For purposes of allocating the Assessments, the Assessed Property has been classified in one of three Lot Types. The following table shows the proposed residential Lot Types within the PID.

**Table D-1
Proposed Development within the PID**

Lot Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	70 Ft Lots	183 units
Lot Type 2	60 Ft Lots	495 units
Lot Type 3	50 Ft Lots	343 units
Total		1,021 units

Table D-2 below shows the proposed residential Lot Types within Phase #1.

**Table D-2
Proposed Development – Phase #1**

Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	70 Ft Lots	152 units
Lot Type 2	60 Ft Lots	147 units
Lot Type 3	50 Ft Lots	128 units
Total		427 units

Table D-3-A below shows the proposed residential Lot Types within Phases #2 – 3 Major Improvement Area.

**Table D-3-A
Proposed Development - Phases #2 – 3 Major Improvement Area**

Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	70 Ft Lots	31 units
Lot Type 2	60 Ft Lots	348 units
Lot Type 3	50 Ft Lots	215 units
Total		594 units

Table D-3-B below shows the proposed residential Lot Types within Phase #2.

Draft

Table D-3-B
Proposed Development - Phase #2

Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	70 Ft Lots	33 units
Lot Type 2	60 Ft Lots	239 units
Lot Type 3	50 Ft Lots	130 units
Total		402 units

As explained under Section IV-D, For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Major Improvements to be financed with the Phases #2 – 3 Major Improvement Bonds shall be allocated to the Phases #2 - 3 Major Improvement Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Phases #2 - 3 Major Improvement 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., 70 Ft, 60 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (70 Ft Lots) representing the highest value to Lot Type 3 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table D-4 below. 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 (70 Ft Lots) to 1.0.

Table D-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (70' Lot)	\$405,000	1.00 per dwelling unit
Lot Type 2 (60' Lot)	\$355,000	0.88 per dwelling unit
Lot Type 5 (50' Lot)	\$295,000	0.73 per dwelling unit

Draft

The total estimated Equivalent Units for Phase #1 are shown in Table D-5 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase 1.

Table D-5
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70' Lot)	152	1.00	152.00
Lot Type 2 (60' Lot)	147	0.88	129.36
Lot Type 3 (50' Lot)	128	0.73	93.44
Total Equivalent Units	427		374.80

The total estimated Equivalent Units for Phases #2 - 3 Major Improvement Area are shown in Table D-6 below as calculated based on the Equivalent Unit factors shown in Table D-4, estimated Lot Types and number of units estimated to be built within Phases #2 – 3 Major Improvement Area.

Table D-6
Estimated Equivalent Units - Phases #2 -3 Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70' Lot)	31	1.00	31.00
Lot Type 2 (60' Lot)	348	0.88	306.24
Lot Type 3 (50' Lot)	217	0.73	156.95
Total Equivalent Units	594		494.19

The total estimated Equivalent Units for Phase #2 are shown in Table D-7 below as calculated based on the Equivalent Unit factors shown in Table D-4, estimated Lot Types and number of units estimated to be built within Phase #2.

Table D-7
Estimated Equivalent Units - Phases #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70' Lot)	33	1.00	33.00
Lot Type 2 (60' Lot)	239	0.88	210.32
Lot Type 3 (50' Lot)	130	0.73	94.90
Total Equivalent Units	402		338.22

Appendix E

ALLOCATION OF ASSESSMENTS

Draft

Appendix E Allocation of Assessments

A) Allocation of Assessments to Lot Types in Phases #2 – 3 Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phases #2 – 3 Major Improvement Bonds, which represents the total Assessment to be allocated to all Parcels in the Phases #2 – 3 Major Improvement Assessed Property, is \$6,575,000. As shown in Appendix D, there are a total of 494.19 estimated Equivalent Units in Phases #2 - 3, resulting in an Assessment per Equivalent Unit of \$13,304.60.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$13,304.60 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is \$13,304.60 (i.e. $\$13,304.60 \times 1.00$). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is \$11,708.05 (i.e. $\$13,304.60 \times 0.88$). Table E-1 sets forth the Assessment per dwelling unit for each of the three Lot Types in Phases #2 – 3 Major Improvement Area.

**Table E-1
Assessment per Unit - Phases #2 – 3 Major Improvement Area**

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
<u>Residential</u>					
Lot Type 1	31	\$13,304.60	1.00	\$13,304.60 per dwelling unit	\$412,443
Lot Type 2	348	\$13,304.60	0.88	\$11,708.05 per dwelling unit	\$4,074,401
Lot Type 3	215	\$13,304.60	0.73	\$9,712.36 per dwelling unit	\$2,088,157
Total	594				\$6,575,000

B) Allocation of Assessments to Lot Types in Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1, is \$12,500,000. As shown in Appendix D, there are a total of 374.80 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of \$33,351.12.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$33,351.12 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is \$33,351.12 (i.e. $\$33,351.12 \times 1.00$). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is \$29,348.99 (i.e. $\$33,351.12 \times 0.88$). Table E-2 sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #1.

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Table E-2
Assessment per Unit - Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessment
Residential						
Lot Type 2	152	\$33,351.12	1.00	\$33,351.12	per dwelling unit	\$5,069,370
Lot Type 2	147	\$33,351.12	0.88	\$29,348.99	per dwelling unit	\$4,314,300
Lot Type 3	128	\$33,351.12	0.73	\$24,346.32	per dwelling unit	\$3,116,320
Total	427					\$12,500,000

C) Allocation of Assessments to Lot Types in Phase #2

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #2 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #2, is \$6,875,000. As shown in Appendix D, there are a total of 338.22 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of \$20,327.01.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$20,327.01 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is \$20,327.01 (i.e. $\$20,327.01 \times 1.00$). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is \$17,887.77 (i.e. $\$20,327.01 \times 0.88$). Table E-2 sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #2.

Table E-2
Assessment per Unit - Phase #2

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessment
Residential						
Lot Type 2	33	\$20,327.01	1.00	\$20,327.01	per dwelling unit	\$670,795
Lot Type 2	239	\$20,327.01	0.88	\$17,887.77	per dwelling unit	\$4,275,170
Lot Type 3	130	\$20,327.01	0.73	\$14,838.71	per dwelling unit	\$1,929,032
Total	402					\$6,875,000

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix F

ASSESSMENT ROLL –Phases #2-3 Assessed Property

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix F
Assessment Roll - Phases #2 - 3 Assessed Property

Parcel	All Parcels
Total Assessment	\$6,575,000
Total Equivalent Units	494.19

Year	Principal and Interest ¹	Administrative Expenses ²	Total Annual Installment
1	\$80,760	\$13,150	\$93,910
2	\$484,563	\$46,288	\$530,851
3	\$484,563	\$46,556	\$531,119
4	\$484,563	\$46,830	\$531,392
5	\$609,563	\$47,109	\$656,671
6	\$601,125	\$46,769	\$647,894
7	\$617,688	\$46,434	\$664,122
8	\$607,563	\$45,980	\$653,543
9	\$597,438	\$45,532	\$642,970
10	\$612,313	\$45,090	\$657,403
11	\$600,500	\$44,530	\$645,030
12	\$613,688	\$43,975	\$657,663
13	\$599,188	\$43,302	\$642,490
14	\$609,688	\$42,636	\$652,323
15	\$618,375	\$41,851	\$660,226
16	\$600,250	\$40,948	\$641,198
17	\$607,125	\$40,052	\$647,177
18	\$612,188	\$39,038	\$651,226
19	\$615,438	\$37,906	\$653,344
20	\$591,875	\$36,657	\$628,532
21	\$592,094	\$35,415	\$627,509
22	\$615,406	\$34,056	\$649,462
23	\$609,906	\$32,455	\$642,361
24	\$602,500	\$30,736	\$633,236
25	\$593,188	\$28,901	\$622,088
26	\$606,969	\$26,949	\$633,918
27	\$591,938	\$24,755	\$616,693
28	\$0	\$0	\$0
29	\$0	\$0	\$0
30	\$0	\$0	\$0
31	\$0	\$0	\$0
Total	\$15,460,448	\$1,053,903	\$16,514,351

1 - The principal and interest amounts are based on the Series 2014 Phases #2-3 MI Bonds final numbers.

2 - The Administrative Expenses shown include the estimated district administration and assessment collection costs and the additional 0.5% interest to be collected for prepayment reserve and delinquency reserves.

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Apepdix A-3
Assessment Roll Summary - Phases #2-3
2017-18

Parcel	Estimated No. of units	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2696827	14	12.32	\$163,913	\$16,015.76	\$479.50	\$0.00	\$16,495.26
2697055	34	26.92	\$358,160	\$34,995.48	\$1,047.73	(\$1,714.83)	\$34,328.39
52660	71	56.03	\$745,457	\$72,837.92	\$2,180.70	(\$12.76)	\$75,005.86
52644	24	19.92	\$265,028	\$25,895.62	\$775.29	(\$5.01)	\$26,665.90
75817	47	37.16	\$494,399	\$48,307.29	\$1,446.28	(\$5.88)	\$49,747.68
149097	10	7.30	\$97,124	\$9,489.86	\$284.12	\$0.00	\$9,773.98
149098	3	2.19	\$29,137	\$2,846.96	\$85.24	\$0.00	\$2,932.19
530240	244	199.27	\$2,651,208	\$259,047.17	\$7,755.63	(\$3.36)	\$266,799.44
2719497	83	73.04	\$971,768	\$94,950.60	\$2,842.73	(\$5,305.51)	\$92,487.82
2718259	64	60.04	\$798,808	\$78,050.85	\$2,336.77	(\$3,842.66)	\$76,544.96
Total	594	494.19	\$6,575,000	\$642,437.50	\$19,233.98	(\$10,890.00)	\$650,781.48

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phases #2-3**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2017 TIRZ Increments	TIRZ Credit
2696827	\$ 46.01	\$ 902.59	\$ -	\$ -
2697055	\$ 3,600.31	\$ -	\$ 3,600.31	\$ 1,714.83
2-52660	\$ 26.80	\$ -	\$ 26.80	\$ 12.76
2-52644	\$ 10.51	\$ -	\$ 10.51	\$ 5.01
2-75817	\$ 12.35	\$ -	\$ 12.35	\$ 5.88
2-149097	\$ -	\$ -	\$ -	\$ -
2-149098	\$ -	\$ -	\$ -	\$ -
2-530240	\$ 95.45	\$ 88.40	\$ 7.05	\$ 3.36
2719497	\$ 11,139.01	\$ -	\$ 11,139.01	\$ 5,305.51
2718259	\$ 8,067.72	\$ -	\$ 8,067.72	\$ 3,842.66
Total	\$ 22,998.16	\$ 990.99	\$ 22,863.75	\$ 10,890.00

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix G

ASSESSMENT ROLL – Phase #1 Assessed Property

Appendix G
Assessment Roll - Phase 1 Assessed Property

Parcel	All Parcels
Total Assessment	\$12,500,000
Total Equivalent Units	374.80

Year	Principal ¹	Interest ¹	Principal	Interest ²	Administrative Expenses ³	Total Annual Installment
1	\$0	\$98,156	\$0	\$34,740	\$35,000	\$167,896
2	\$0	\$588,938	\$0	\$292,125	\$79,100	\$960,163
3	\$150,000	\$588,938	\$0	\$292,125	\$79,454	\$1,110,516
4	\$150,000	\$579,375	\$0	\$292,125	\$81,456	\$1,102,956
5	\$175,000	\$569,813	\$0	\$292,125	\$91,000	\$1,127,938
6	\$175,000	\$558,656	\$0	\$254,625	\$90,425	\$1,078,706
7	\$200,000	\$547,500	\$0	\$254,625	\$89,853	\$1,091,978
8	\$200,000	\$534,750	\$0	\$254,625	\$89,159	\$1,078,534
9	\$225,000	\$522,000	\$0	\$254,625	\$88,468	\$1,090,093
10	\$225,000	\$507,656	\$0	\$254,625	\$87,655	\$1,074,937
11	\$250,000	\$493,313	\$0	\$254,625	\$86,846	\$1,084,783
12	\$250,000	\$477,375	\$0	\$254,625	\$85,914	\$1,067,914
13	\$275,000	\$461,438	\$0	\$254,625	\$84,986	\$1,076,048
14	\$300,000	\$443,906	\$0	\$254,625	\$83,936	\$1,082,467
15	\$325,000	\$424,781	\$0	\$254,625	\$82,764	\$1,087,170
16	\$325,000	\$404,063	\$25,000	\$254,625	\$81,470	\$1,090,158
17	\$350,000	\$382,531	\$25,000	\$252,928	\$80,055	\$1,090,514
18	\$375,000	\$359,344	\$25,000	\$251,230	\$78,518	\$1,089,092
19	\$400,000	\$334,500	\$25,000	\$249,533	\$76,859	\$1,085,892
20	\$425,000	\$308,000	\$25,000	\$247,835	\$75,079	\$1,080,914
21	\$450,000	\$278,250	\$25,000	\$246,138	\$73,177	\$1,072,565
22	\$500,000	\$246,750	\$25,000	\$244,440	\$71,154	\$1,087,344
23	\$525,000	\$211,750	\$25,000	\$242,743	\$69,009	\$1,073,502
24	\$550,000	\$175,000	\$50,000	\$241,045	\$66,618	\$1,082,663
25	\$600,000	\$136,500	\$25,000	\$237,650	\$64,106	\$1,063,256
26	\$650,000	\$94,500	\$25,000	\$235,953	\$61,347	\$1,066,799
27	\$700,000	\$49,000	\$25,000	\$234,255	\$58,341	\$1,066,596
28	\$0	\$0	\$775,000	\$232,558	\$55,090	\$1,062,647
29	\$0	\$0	\$825,000	\$179,935	\$51,592	\$1,056,527
30	\$0	\$0	\$875,000	\$123,918	\$47,848	\$1,046,765
31	\$0	\$0	\$950,000	\$64,505	\$43,733	\$1,058,238
Total	\$8,750,000	\$10,376,781	\$3,750,000	\$7,288,778	\$2,290,011	\$32,455,570

1 - The principal and interest amounts are based on the Series 2014 Phase #1A Bonds final numbers.

2 - The interest amounts are calculated at the Phase #1 Reimbursement Agreement interest rate of 7.79 % for years 1 through 5 and 6.79% for years 6 through 31.

3 - The Administrative Expenses shown include the estimated district administration and assessment collection costs and the additional 0.5% interest to be collected for prepayment reserve and delinquency reserves.

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733232	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.9
2733234	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.2
2733235	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.9
2733236	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.2
2733237	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$201.60)	\$2,757.8
2733238	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.2
2733239	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733240	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.9
2733241	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733242	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733244	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733245	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733246	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733247	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733248	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733249	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733250	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733251	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733252	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733253	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733254	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$185.86)	\$1,974.5
2733255	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$185.86)	\$1,974.5
2733256	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$178.00)	\$1,982.3
2733257	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$193.73)	\$1,966.6
2733258	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733259	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.1
2733260	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.1
2733261	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.1
2733262	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.2
2733263	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.2
2733264	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.2
2733265	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.2
2733266	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.2
2733267	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.2
2733268	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.2
2733269	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.2
2733270	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.2
2733271	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.1
2733272	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.1
2733273	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.1
2733274	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.2
2733275	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733276	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733277	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733278	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733279	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733280	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733281	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733282	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733283	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733284	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733285	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733286	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733287	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733288	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733289	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733290	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733291	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733292	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733293	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733294	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733295	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733296	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733297	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.9
2733298	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$201.60)	\$2,402.6
2733299	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733300	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733301	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733302	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733303	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733304	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733305	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$178.00)	\$2,426.2
2733306	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733307	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733308	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$178.00)	\$2,781.4
2733309	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$201.60)	\$2,757.8
2733310	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733311	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733312	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733313	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.2
2733314	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$209.46)	\$2,749.9
2733315	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$178.00)	\$2,781.4
2733316	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733317	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733318	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733319	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733320	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733321	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733322	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733323	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733324	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733325	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733326	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$185.86)	\$2,773.51
2733327	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$217.32)	\$2,742.05
2733328	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733329	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733330	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$178.00)	\$2,781.41
2733331	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$193.73)	\$2,765.64
2733332	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$178.00)	\$2,781.41
2733333	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733334	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733335	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733336	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733337	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733338	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$185.86)	\$2,773.51
2733339	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733340	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733341	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733342	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733343	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733344	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733345	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733346	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733347	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733348	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733349	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733350	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733351	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733352	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733353	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733354	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733355	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733356	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733357	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733358	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733359	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733360	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733361	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733362	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733363	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733364	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$178.00)	\$2,781.44
2733365	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$193.73)	\$2,765.64
2733366	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733367	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$193.73)	\$2,765.64
2733368	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$217.32)	\$2,742.05
2733369	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$193.73)	\$2,765.64
2733370	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$193.73)	\$2,765.64
2733371	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733372	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733373	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$185.86)	\$2,773.51
2733374	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$185.86)	\$2,773.51
2733375	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733376	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$209.46)	\$2,749.90
2733377	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$185.86)	\$2,773.51
2733378	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$201.60)	\$2,757.81
2733379	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733380	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733381	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733382	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733383	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733384	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733385	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733386	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733387	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733388	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$185.86)	\$1,974.51
2733389	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733390	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733391	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733392	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733393	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733394	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733395	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733396	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733397	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733398	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.64
2733399	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.81
2733400	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.81
2733401	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.81

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733402	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733403	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733404	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733405	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733406	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733407	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733408	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733409	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733410	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733411	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733412	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$193.73)	\$1,966.60
2733413	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.20
2733414	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$193.73)	\$1,966.60
2733415	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.20
2733416	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733417	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733418	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733419	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733420	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733421	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733422	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733423	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733424	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733425	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733426	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733427	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733428	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733429	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733430	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733431	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733432	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733433	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733434	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.90
2733435	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733436	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733437	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733438	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733439	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733440	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.90
2733441	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$201.60)	\$1,958.70
2733442	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.20
2733443	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$201.60)	\$1,958.70

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733444	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.9
2733445	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733446	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733447	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733448	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733449	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.9
2733450	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$201.60)	\$1,958.7
2733451	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.1
2733452	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.6
2733453	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.6
2733454	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2726852	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2726853	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2726854	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.6
2726855	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$122.95)	\$2,037.4
2726856	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$178.00)	\$1,982.3
2726857	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.1
2726858	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$154.40)	\$2,449.8
2726859	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$154.40)	\$2,449.8
2726860	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$178.00)	\$2,426.2
2726861	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726862	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726865	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.4
2726866	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.7
2726867	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.0
2726868	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.6
2726869	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.6
2726870	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.6
2726871	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.3
2726872	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.0
2726873	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726874	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726875	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726876	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726877	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726878	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.7
2726879	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.7
2726880	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$233.79)	\$2,725.6
2726881	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$224.08)	\$2,735.3
2726882	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$233.79)	\$2,725.6
2726883	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$214.37)	\$2,745.0
2726884	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.7

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726885	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.77
2726886	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726887	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726888	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$243.50)	\$2,715.90
2726889	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$214.37)	\$2,745.00
2726890	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726891	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726892	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726893	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726894	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726895	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726896	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726897	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$214.37)	\$2,745.00
2726898	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$224.08)	\$2,735.33
2726899	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726900	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.77
2726901	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.66
2726902	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.33
2726903	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726904	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726905	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726906	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726907	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.66
2726908	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.33
2726909	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726910	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726911	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726912	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726913	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726914	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726915	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726916	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726917	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726918	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726919	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726920	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726921	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726922	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.77
2726923	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726924	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726925	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77
2726926	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.77

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726927	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726928	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726929	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726930	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726931	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726932	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726933	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726934	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726935	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726936	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726937	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726938	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726939	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726940	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726941	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726942	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.6
2726943	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.0
2726944	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.6
2726945	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726946	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726947	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726948	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726949	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726950	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726951	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726952	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$214.37)	\$2,389.9
2726953	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$224.08)	\$2,380.2
2726954	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.3
2726955	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.0
2726956	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.3
2726957	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.0
2726958	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726959	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726960	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726961	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726962	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.3
2726963	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$214.37)	\$2,389.9
2726964	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726965	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726966	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726967	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726968	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.0

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726969	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726970	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726971	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726972	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726973	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726974	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726975	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726976	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726977	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.33
2726978	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726979	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726980	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726981	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726982	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726983	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726984	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.33
2732817	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732818	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732819	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732820	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732821	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2732931	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732932	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732933	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732934	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732935	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732936	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732937	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732938	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732939	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732940	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732941	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732942	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732943	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732944	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732945	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732946	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732947	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732948	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732949	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732950	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732951	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2732952	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732953	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732954	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732955	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732956	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732957	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732958	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732959	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732960	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732961	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732962	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732963	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732964	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732965	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732966	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732967	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732968	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732969	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732970	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732971	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732972	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732973	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732974	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732975	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732976	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732977	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732978	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732979	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732980	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732981	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732982	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732983	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732984	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732985	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732986	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732987	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732988	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732989	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732990	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732991	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732992	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732993	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2732994	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732995	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732996	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732997	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732998	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732999	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733000	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733001	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733002	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733003	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733004	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733005	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733006	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733007	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733008	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733009	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733010	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733011	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733012	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733013	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733014	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733017	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733018	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733019	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2697055	0		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	427		374.80	\$12,200,000	\$1,079,187.50	\$30,000.00	(\$72,153.51)	\$1,037,033.99

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2726852	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2726853	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2726854	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2726855	\$ 297.22	\$ 39.09	\$ 258.13	\$ 122.95
2726856	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2726857	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2726858	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2726859	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2726860	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2726861	\$ 6.45	\$ -	\$ 6.45	\$ -
2726862	\$ 6.45	\$ -	\$ 6.45	\$ -
2726865	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726866	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726867	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726868	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726869	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726870	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726871	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726872	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726873	\$ 6.45	\$ -	\$ 6.45	\$ -
2726874	\$ 6.45	\$ -	\$ 6.45	\$ -
2726875	\$ 6.45	\$ -	\$ 6.45	\$ -
2726876	\$ 6.45	\$ -	\$ 6.45	\$ -
2726877	\$ 6.45	\$ -	\$ 6.45	\$ -
2726878	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726879	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726880	\$ 529.93	\$ 39.09	\$ 490.84	\$ 233.79
2726881	\$ 509.55	\$ 39.09	\$ 470.46	\$ 224.08
2726882	\$ 529.93	\$ 39.09	\$ 490.84	\$ 233.79
2726883	\$ 489.17	\$ 39.09	\$ 450.08	\$ 214.37
2726884	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726885	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726886	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726887	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726888	\$ 550.31	\$ 39.09	\$ 511.22	\$ 243.50
2726889	\$ 489.17	\$ 39.09	\$ 450.08	\$ 214.37

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2726890	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726891	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726892	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726893	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726894	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726895	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726896	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726897	\$ 489.17	\$ 39.09	\$ 450.08	\$ 214.37
2726898	\$ 509.55	\$ 39.09	\$ 470.46	\$ 224.08
2726899	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726900	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726901	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726902	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726903	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726904	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726905	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726906	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726907	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726908	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726909	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726910	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726911	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726912	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726913	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726914	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726915	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726916	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726917	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726918	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726919	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726920	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726921	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726922	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726923	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726924	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726925	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726926	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2726927	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726928	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726929	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726930	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726931	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726932	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726933	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726934	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726935	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726936	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726937	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726938	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726939	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726940	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726941	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726942	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726943	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726944	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726945	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726946	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726947	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726948	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726949	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726950	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726951	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726952	\$ 489.17	\$ 39.09	\$ 450.08	\$ 214.37
2726953	\$ 509.55	\$ 39.09	\$ 470.46	\$ 224.08
2726954	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726955	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726956	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726957	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726958	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726959	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726960	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726961	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726962	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726963	\$ 489.17	\$ 39.09	\$ 450.08	\$ 214.37

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2726964	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726965	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726966	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726967	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726968	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726969	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726970	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726971	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726972	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726973	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726974	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726975	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726976	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726977	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726978	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726979	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726980	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726981	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726982	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726983	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726984	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2732817	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732818	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732819	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732820	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732821	\$ 6.45	\$ -	\$ 6.45	\$ -
2732931	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732932	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732933	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732934	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732935	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732936	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732937	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732938	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732939	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732940	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732941	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2732942	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732943	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732944	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732945	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732946	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732947	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732948	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732949	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732950	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732951	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732952	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732953	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732954	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732955	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732956	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732957	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732958	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732959	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732960	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732961	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732962	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732963	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732964	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732965	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732966	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732967	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732968	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732969	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732970	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732971	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732972	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732973	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732974	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732975	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732976	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732977	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732978	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2732979	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732980	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732981	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732982	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732983	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732984	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732985	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732986	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732987	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732988	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732989	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732990	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732991	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732992	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732993	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732994	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732995	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732996	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732997	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732998	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732999	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733000	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733001	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733002	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733003	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733004	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733005	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733006	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733007	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733008	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733009	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733010	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733011	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733012	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733013	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733014	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733017	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733018	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733019	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733232	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733234	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733235	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733236	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733237	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733238	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733239	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733240	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733241	\$ 6.45	\$ -	\$ 6.45	\$ -
2733242	\$ 6.45	\$ -	\$ 6.45	\$ -
2733244	\$ 6.45	\$ -	\$ 6.45	\$ -
2733245	\$ 6.45	\$ -	\$ 6.45	\$ -
2733246	\$ 6.45	\$ -	\$ 6.45	\$ -
2733247	\$ 6.45	\$ -	\$ 6.45	\$ -
2733248	\$ 6.45	\$ -	\$ 6.45	\$ -
2733249	\$ 6.45	\$ -	\$ 6.45	\$ -
2733250	\$ 6.45	\$ -	\$ 6.45	\$ -
2733251	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733252	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733253	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733254	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733255	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733256	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733257	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733258	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733259	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733260	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733261	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733262	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733263	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733264	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733265	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733266	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733267	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733268	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733269	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733270	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733271	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733272	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733273	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733274	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733275	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733276	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733277	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733278	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733279	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733280	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733281	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733282	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733283	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733284	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733285	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733286	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733287	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733288	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733289	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733290	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733291	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733292	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733293	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733294	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733295	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733296	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733297	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733298	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733299	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733300	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733301	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733302	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733303	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733304	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733305	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733306	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733307	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733308	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733309	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733310	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733311	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733312	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733313	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733314	\$ 478.85	\$ 39.09	\$ 439.76	\$ 209.46
2733315	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733316	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733317	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733318	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733319	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733320	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733321	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733322	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733323	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733324	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733325	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733326	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733327	\$ 495.36	\$ 39.09	\$ 456.27	\$ 217.32
2733328	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733329	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733330	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733331	\$ 445.82	\$ 39.09	\$ 406.74	\$ 193.73
2733332	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733333	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733334	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733335	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733336	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733337	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733338	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733339	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733340	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733341	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733342	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733343	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733344	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733345	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733346	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733347	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733348	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733349	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733350	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733351	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733352	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733353	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733354	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733355	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733356	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733357	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733358	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733359	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733360	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733361	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733362	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733363	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733364	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733365	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733366	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733367	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733368	\$ 495.36	\$ 39.09	\$ 456.27	\$ 217.32
2733369	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733370	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733371	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733372	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733373	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733374	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733375	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733376	\$ 478.85	\$ 39.09	\$ 439.76	\$ 209.46
2733377	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733378	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733379	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733380	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733381	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733382	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733383	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733384	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733385	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733386	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733387	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733388	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733389	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733390	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733391	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733392	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733393	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733394	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733395	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733396	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733397	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733398	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733399	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733400	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733401	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733402	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733403	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733404	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733405	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733406	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733407	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733408	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733409	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733410	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733411	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733412	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733413	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733414	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733415	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733416	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733417	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733418	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733419	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733420	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733421	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733422	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733423	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733424	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733425	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733426	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733427	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733428	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733429	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733430	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733431	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733432	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733433	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733434	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733435	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733436	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733437	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733438	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733439	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733440	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733441	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733442	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733443	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733444	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733445	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733446	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733447	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733448	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733449	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733450	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733451	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733452	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733453	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733454	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
Total	\$ 168,287.04	\$ 16,689.87	\$ 151,597.18	\$ 72,153.51

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix H

ASSESSMENT ROLL – Phase #2 Assessed Property

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix H

Assessment Roll - Phase 2 Assessed Property

Parcel	All Parcels
Total Assessment	\$6,875,000
Total Equivalent Units	338.22

Year	Principal ¹	Interest ¹	Administrative Expenses ²	Total Annual Installment
1	\$0	\$553,438	\$35,000	\$588,438
2	\$0	\$553,438	\$35,350	\$588,788
3	\$0	\$553,438	\$35,704	\$589,141
4	\$0	\$553,438	\$36,061	\$589,498
5	\$0	\$553,438	\$30,000	\$583,438
6	\$122,000	\$436,563	\$30,300	\$588,863
7	\$129,000	\$428,816	\$30,603	\$588,419
8	\$137,000	\$420,624	\$30,909	\$588,533
9	\$146,000	\$411,925	\$31,218	\$589,143
10	\$155,000	\$402,654	\$31,530	\$589,184
11	\$164,000	\$392,811	\$31,846	\$588,657
12	\$175,000	\$382,397	\$32,164	\$589,561
13	\$185,000	\$371,285	\$32,486	\$588,770
14	\$197,000	\$359,537	\$32,811	\$589,348
15	\$209,000	\$347,028	\$33,139	\$589,166
16	\$222,000	\$333,756	\$33,470	\$589,226
17	\$236,000	\$319,659	\$33,805	\$589,464
18	\$251,000	\$304,673	\$34,143	\$589,816
19	\$266,000	\$288,735	\$34,484	\$589,219
20	\$283,000	\$271,844	\$34,829	\$589,673
21	\$300,000	\$253,873	\$35,177	\$589,050
22	\$319,000	\$234,823	\$35,529	\$589,352
23	\$339,000	\$214,567	\$35,884	\$589,451
24	\$360,000	\$193,040	\$36,243	\$589,283
25	\$382,000	\$170,180	\$36,606	\$588,786
26	\$406,000	\$145,923	\$36,972	\$588,895
27	\$431,000	\$120,142	\$37,341	\$588,483
28	\$458,000	\$92,774	\$37,715	\$588,488
29	\$486,000	\$63,691	\$38,092	\$587,783
30	\$517,000	\$32,830	\$38,473	\$588,302
31	\$0	\$0	\$0	\$0
Total	\$6,875,000	\$9,761,332	\$1,027,883	\$17,664,214

1 - The principal and interest are calculated for the Phase #2 Reimbursement Agreement.

The interest amounts are estimated at the Phase #2 Reimbursement Agreement interest rate of 8.05% for years 1 through 5 and 6.35% for years 6 through 30.

2 - The Administrative Expenses shown include the estimated district administration and assessment collection costs and will be updated each year in Annual Service Plan Updates.

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix H
Assessment Roll - Phase 2 Assessed Property

Parcel	Lot Type 1 (70' Lot)
Total Assessment	\$20,327
Total Equivalent Units	1.00

Year	Principal ¹	Interest ¹	Administrative Expenses ³	Total Annual Installment
1	\$0	\$1,636	\$103	\$1,740
2	\$0	\$1,636	\$105	\$1,741
3	\$0	\$1,636	\$106	\$1,742
4	\$0	\$1,636	\$107	\$1,743
5	\$0	\$1,636	\$89	\$1,725
6	\$361	\$1,291	\$90	\$1,741
7	\$381	\$1,268	\$90	\$1,740
8	\$405	\$1,244	\$91	\$1,740
9	\$432	\$1,218	\$92	\$1,742
10	\$458	\$1,191	\$93	\$1,742
11	\$485	\$1,161	\$94	\$1,740
12	\$517	\$1,131	\$95	\$1,743
13	\$547	\$1,098	\$96	\$1,741
14	\$582	\$1,063	\$97	\$1,742
15	\$618	\$1,026	\$98	\$1,742
16	\$656	\$987	\$99	\$1,742
17	\$698	\$945	\$100	\$1,743
18	\$742	\$901	\$101	\$1,744
19	\$786	\$854	\$102	\$1,742
20	\$837	\$804	\$103	\$1,743
21	\$887	\$751	\$104	\$1,742
22	\$943	\$694	\$105	\$1,743
23	\$1,002	\$634	\$106	\$1,743
24	\$1,064	\$571	\$107	\$1,742
25	\$1,129	\$503	\$108	\$1,741
26	\$1,200	\$431	\$109	\$1,741
27	\$1,274	\$355	\$110	\$1,740
28	\$1,354	\$274	\$112	\$1,740
29	\$1,437	\$188	\$113	\$1,738
30	\$1,529	\$97	\$114	\$1,739
31	\$0	\$0	\$0	\$0
Total	\$20,327	\$28,861	\$3,039	\$52,227

1 - The principal and interest are calculated for the Phase #2 Reimbursement Agreement. The interest amounts are estimated at the Phase #2 Reimbursement Agreement interest rate for years 1 through 5 and 6.35% for years 6 through 30.

2 - The Administrative Expenses shown include the estimated district administration and collection costs and will be updated each year in Annual Service Plan Updates.

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix H

Assessment Roll - Phase 2 Assessed Property

Parcel	Lot Type 2 (60' Lot)
Total Assessment	\$17,888
Total Equivalent Units	0.88

Year	Principal ¹	Interest ¹	Administrative Expenses ³	Total Annual Installment
1	\$0	\$1,440	\$91	\$1,531
2	\$0	\$1,440	\$92	\$1,532
3	\$0	\$1,440	\$93	\$1,533
4	\$0	\$1,440	\$94	\$1,534
5	\$0	\$1,440	\$78	\$1,518
6	\$317	\$1,136	\$79	\$1,532
7	\$336	\$1,116	\$80	\$1,531
8	\$356	\$1,094	\$80	\$1,531
9	\$380	\$1,072	\$81	\$1,533
10	\$403	\$1,048	\$82	\$1,533
11	\$427	\$1,022	\$83	\$1,532
12	\$455	\$995	\$84	\$1,534
13	\$481	\$966	\$85	\$1,532
14	\$513	\$935	\$85	\$1,533
15	\$544	\$903	\$86	\$1,533
16	\$578	\$868	\$87	\$1,533
17	\$614	\$832	\$88	\$1,534
18	\$653	\$793	\$89	\$1,535
19	\$692	\$751	\$90	\$1,533
20	\$736	\$707	\$91	\$1,534
21	\$781	\$661	\$92	\$1,533
22	\$830	\$611	\$92	\$1,533
23	\$882	\$558	\$93	\$1,534
24	\$937	\$502	\$94	\$1,533
25	\$994	\$443	\$95	\$1,532
26	\$1,056	\$380	\$96	\$1,532
27	\$1,121	\$313	\$97	\$1,531
28	\$1,192	\$241	\$98	\$1,531
29	\$1,265	\$166	\$99	\$1,529
30	\$1,345	\$85	\$100	\$1,531
31	\$0	\$0	\$0	\$0
Total	\$17,888	\$25,398	\$2,674	\$45,960

1 - The principal and interest are calculated for the Phase #2 Reimbursement Agreement. The interest amounts are estimated at the Phase #2 Reimbursement Agreement interest rate for years 1 through 5 and 6.35% for years 6 through 30.

2 - The Administrative Expenses shown include the estimated district administration and collection costs and will be updated each year in Annual Service Plan Updates.

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)

Appendix H
Assessment Roll - Phase 2 Assessed Property

Parcel	Lot Type 3 (50' Lot)
Total Assessment	\$14,839
Total Equivalent Units	0.73

Year	Principal ¹	Interest ¹	Administrative Expenses ³	Total Annual Installment
1	\$0	\$1,195	\$76	\$1,270
2	\$0	\$1,195	\$76	\$1,271
3	\$0	\$1,195	\$77	\$1,272
4	\$0	\$1,195	\$78	\$1,272
5	\$0	\$1,195	\$65	\$1,259
6	\$263	\$942	\$65	\$1,271
7	\$278	\$926	\$66	\$1,270
8	\$296	\$908	\$67	\$1,270
9	\$315	\$889	\$67	\$1,272
10	\$335	\$869	\$68	\$1,272
11	\$354	\$848	\$69	\$1,271
12	\$378	\$825	\$69	\$1,272
13	\$399	\$801	\$70	\$1,271
14	\$425	\$776	\$71	\$1,272
15	\$451	\$749	\$72	\$1,272
16	\$479	\$720	\$72	\$1,272
17	\$509	\$690	\$73	\$1,272
18	\$542	\$658	\$74	\$1,273
19	\$574	\$623	\$74	\$1,272
20	\$611	\$587	\$75	\$1,273
21	\$648	\$548	\$76	\$1,271
22	\$689	\$507	\$77	\$1,272
23	\$732	\$463	\$77	\$1,272
24	\$777	\$417	\$78	\$1,272
25	\$824	\$367	\$79	\$1,271
26	\$876	\$315	\$80	\$1,271
27	\$930	\$259	\$81	\$1,270
28	\$989	\$200	\$81	\$1,270
29	\$1,049	\$137	\$82	\$1,269
30	\$1,116	\$71	\$83	\$1,270
31	\$0	\$0	\$0	\$0
Total	\$14,839	\$21,068	\$2,219	\$38,126

1 - The principal and interest are calculated for the Phase #2 Reimbursement Agreement. The interest amounts are estimated at the Phase #2 Reimbursement Agreement interest rate for years 1 through 5 and 6.35% for years 6 through 30.

2 - The Administrative Expenses shown include the estimated district administration and collection costs and will be updated each year in Annual Service Plan Updates.

Attachment: Celina PID - SAP Updated for Phase #2- v 2.0 (Creeks of Legacy PID Public hearing & SAP approval)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: March 13, 2018
 Re: RHA Ventures, LLC Conditional Use Permit

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning of an approximately 1.3 acre tract of land, situated in the Estates on Preston Lake Phase II, Lot 1, from a C-1, Retail zoning district and PRO, Preston Road Overlay, to a C-1/CUP, Retail zoning district with a Conditional Use Permit and PRO, Preston Road Overlay, for a sporting goods store. The property is generally located at 701 N. Preston, Suite 310 on the northeast corner of Preston Road and Founders Lane. (RHA Ventures LLC Conditional Use Permit) (Jackson)

Applicant:

David Williams
 RHA Ventures
 6563 Oak Hill Lane
 Celina, Texas 75009

Background Information:

RHA Ventures has proposed a sporting goods store to be located within the North Preston Office Center, which is zoned C-1, Retail and PRO, Preston Road Overlay. Section 14.04.001, Use Charts, states that a sporting goods store must obtain a Conditional Use Permit (CUP). The purpose of the CUP is to allow the Planning and Zoning Commission and City Council to review and determine the appropriateness of the request at the specific location.

Staff has reviewed the application. All sporting goods will be displayed within the premises and no outdoor display has been requested. Although firearms will be sold, no outside display will be allowed nor will any discharging of firearms be allowed in the store. This store will function as any other retail store and within the store hours as the other retail stores within the shopping center.

Board Review/Citizen Input:

A notice of the public hearings was published in *The Celina Record* on February 2, 2018. Notices of the public hearing have been sent to all owners of property residing within the City Limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the

proposal.

At the February 20, 2018 Regular Meeting of the Planning & Zoning Commission, the Commission voted unanimously to recommend approval of the Zoning Ordinance Amendment, as presented.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the Ordinance for form.

Supporting Document:

Attachment 1 - Proposed Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
ORDINANCE 2018-____
SPORTING GOODS STORE CONDITIONAL USE PERMIT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING A CONDITIONAL USE PERMIT IN THE C-1 ZONING DISTRICT FOR PROPERTY LOCATED AT 701 PRESTON ROAD, STE. 310, CELINA, TEXAS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR A CONDITIONAL USE PERMIT FOR A SPORTING GOODS STORE; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, a conditional use permit for a sporting goods store has been requested for the property located at 701 Preston Road, Suite 310, Celina, Texas; and

WHEREAS, the application is consistent with those standards set forth in section 14.03.076 of the Code of Ordinances; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the conditional use permit should be granted.

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
CONDITIONAL USE PERMIT

A conditional use permit is hereby granted to authorize a sporting goods store on the property located at 701 Preston Road, Suite 310, Celina, Texas. Such use shall be consistent and in compliance with the underlying base zoning district. No security bars or similar security devices shall be permitted on the windows or the exterior doors. Any alternative security devices shall be subject to the approval of the City Manager or his designee.

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning at the address 701 Preston Road, Suite 310, Celina, Texas.

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 addressed as 701 Preston Road, Suite 310, Celina, Texas, shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of

Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of March, 2018.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

 Vicki Faulkner, City Secretary
 City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

 City Attorney
 City of Celina, Texas

Attachment: Ordinance for Celina Gun Shop (Celina Gun Shop)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: March 13, 2018
 Re: Najari/Moore Request for Rezoning

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the City by designating the zoning an approximately 2.112 acre tract of land, situated in the L. Lewis Survey, Abstract No. 532, Collin County, Texas, from AG, Agricultural zoning district to PD, Planned Development No. 85 zoning district and PRO, Preston Road Overlay. The tract is located east of Preston Road and on the south side of Ownsby Parkway. (Moore PD-85) (Jackson)

Applicant:

Arlyn Samuelson
 Westwood Services
 2740 Dallas Parkway, Suite 280
 Dallas, TX, 75093

Background Information:

The zoning request is to rezone a contiguous 2.112 acre tract to the existing Planned Development No. 85 zoning district and PRO, Preston Road Overlay, which is a 10.99 acre tract of land that was rezoned as PD-85 and PRO, Preston Road Overlay, on September 12, 2017. The 2.112 acre tract is currently zoned AG, Agricultural and is situated in the L. Lewis Survey, Abstract No. 532, Collin County, Texas. The tract is located east of Preston Road and on the south side of Ownsby Parkway. (Moore/Najari) (Wilson)

Board Review/Citizen Input:

A notice of the public hearing was published in *The Celina Record* on February 2, 2018. Notices of the public hearing have been sent to four (4) property owners within the City Limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the rezoning request.

At the February 20, 2018 Regular Meeting of the Planning & Zoning Commission, the Commission voted unanimously to recommend approval of this rezoning request.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the Ordinance for form.

Supporting Document:

Attachment 1 - Proposed Ordinance

Attachment 2 - Existing PD-85 Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2018-____
NAJARI/MOORE ZONING - PD-85

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 2.112 ACRE TRACT OF LAND SITUATED IN THE L LEWIS SURVEY, ABSTRACT NO. 532, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF PRESTON ROAD AND SOUTH OF OWNSBY PARKWAY, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 85; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property

and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District No. 70 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as an addition to “PD” Planned Development District No. 85 and incorporates the development standards already adopted for that PD, attached 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**

Attachment: Ordinance - Najari Moore - PD 85 (PD-85 Addition - Najari/Moore Zoning)

That the property depicted on Exhibit “A” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of March, 2018.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

 Vicki Faulkner, City Secretary
 City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

 City Attorney
 City of Celina, Texas

Attachment: Ordinance - Najari Moore - PD 85 (PD-85 Addition - Najari/Moore Zoning)

Exhibit A
Legal Description
Najari/Moore - PD-85 Addition

DESCRIPTION OF PROPERTY

DESCRIPTION, of a 2.112 acre tract of land situated in the L. Lewis Survey, Abstract No. 532, Collin County, Texas; said tract being part of that certain tract of land described in Warranty Deed to Jack Moore Et Al recorded in Volume 332, Page 345 of the Deed Records of Collin County, Texas; said 2.112 acre tract being more particularly described as follows:

COMMENCING, at a point at the intersection of the centerline of Preston Road and the centerline of County Road No. 83; said point also being the southwest corner of that certain tract of land described in Right Of Way Warranty Deed to City of Celina recorded in County Clerk's File No. 20170227000254710 of the said Deed Records;

THENCE, North 89 degrees, 21 minutes, 41 seconds East, along the centerline of said County Road No. 83 and the south line of said City of Celina tract, a distance of 428.87 feet to a "PK" nail set at POINT OF BEGINNING; said point also being the northeast corner of that certain tract of land described in General Warranty Deed to Emerald Center, LLC recorded in County Clerk's File No. 20170926001287880 of the said Deed Records;

THENCE, North 89 degrees 21 minutes 41 seconds East, continuing along the centerline of said County Road No. 83 and the south line of said City of Celina tract, a distance of 81.20 feet to a point for corner;

THENCE, South 00 degrees, 08 minutes, 35 seconds East, departing the centerline of said County Road No. 83 and the south line of said City of Celina tract, a distance of 837.66 feet to a 1/2-inch iron rod with "Westwood PS" cap set for corner; said point also being the northeast corner of that certain tract of land described in General Warranty Deed to Celina Plaza, LLC recorded in County Clerk's File No. 20170926001287970 of the said Deed Records;

THENCE, South 89 degrees, 27 minutes, 52 seconds West, along the north line of said Celina Plaza tract, a distance of 125.46 feet to a point for corner; said point also being the most southerly southeast corner of said Emerald Center tract;

THENCE, in a northerly direction, departing the said north line of Celina Plaza tract and along the east line of said Emerald Center tract, the following three (3) calls:

North 00 degrees, 32 minutes, 08 seconds West, a distance of 527.40 feet to a 1/2-inch iron rod with "Westwood PS" cap set for corner;

North 89 degrees, 21 minutes, 41 seconds East, a distance of 50.00 feet to a 1/2-inch iron rod with "Westwood PS" cap set for corner;

North 00 degrees, 32 minutes, 08 seconds West, a distance of 310.00 feet to the POINT OF BEGINNING;

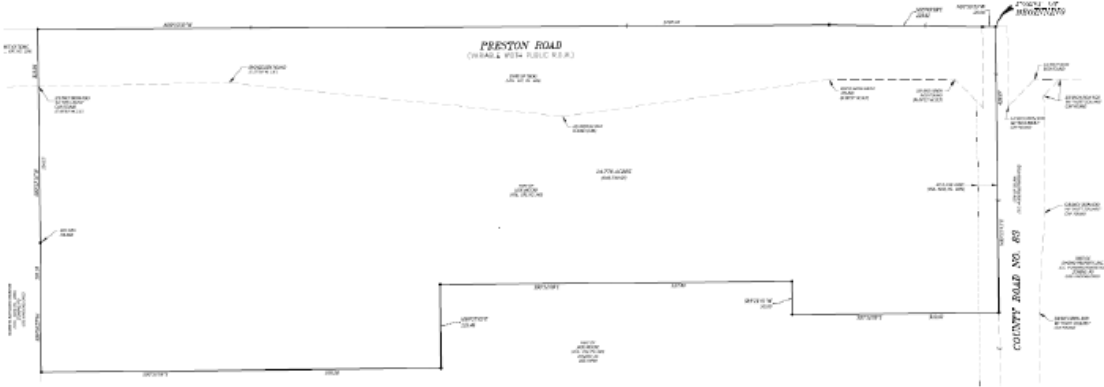
CONTAINING, 91,980 square feet or 2.112 acres of land, more or less.

R. Groysman
 12/26/17

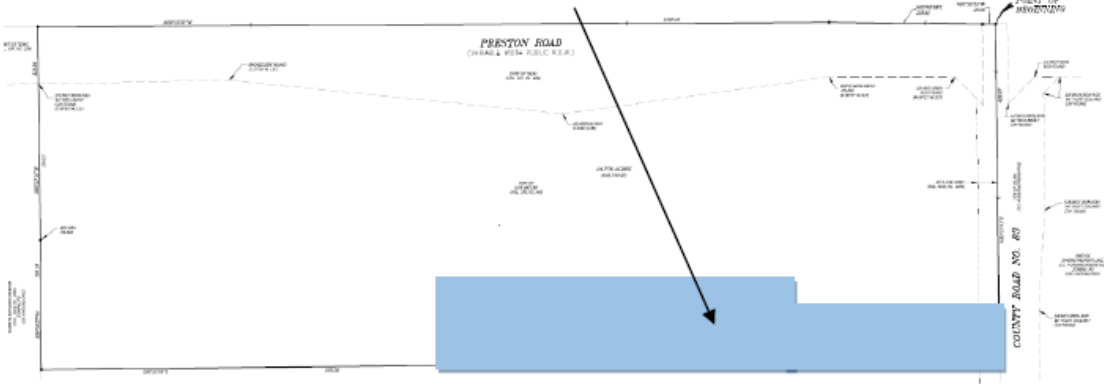


Exhibit B
Zoning Exhibit
Najari/Moore - PD-85 Addition

Original Zoning (approved on 9/12/17)



Proposed Zoning Area



Attachment: Ordinance - Najari Moore - PD 85 (PD-85 Addition - Najari/Moore Zoning)

EXHIBIT C
Najari PD-85
Planned Development Regulations

- (a) General purpose and description. This district is established to provide areas for retail sales and professional offices which are not part of an overall larger development. These retail and office buildings will be freestanding buildings, fully contained on a single lot or tract of land. The retail and office district should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.
- (b) This Planned Development shall adhere to the R-O, Retail Office Zoning regulations as they exist or may be amended except for as follows:
- a. Area regulations.
 - i. Size of lots. Maximum lot size. There shall be no maximum lot size.

- (c) Permitted (P) or conditional (C) uses:

Armed services recruiting center	P
General retail store	P
Artist studio	P
Kiosk (providing a service), only with main use	P
Auto laundry or carwash	P
Laundry/dry cleaning (drop off/pick up)	P
Auto supply store for new & rebuilt parts	P
Motorcycle sales and repair	C
Bakery or confectionery (retail)	P
Nursing/convalescent home	C
Bank/credit unions	P
Offices (professional and general business)	P
Child day care (business)	C
Parking lot structure, commercial (auto)	P
Church/place of worship	P
Personal services shop	P
Concrete or asphalt batching plant (temporary)	C
Pet and animal grooming shop	P
Convenience store (with beer and wine sales)	P
Recycling kiosk	P
Convenience store (with or without gas sales)	P
Restaurant (with drive-through service)	P

Farmers market (public)	C
Restaurant (with no drive-through service)	P
Food or grocery store	P
Retirement home/home for the aged	P
Theater or playhouse (indoor)	P
Funeral home (no crematorium)	C
Veterinarian (indoor kennels)	P
Garden shop (inside storage)	P

CITY OF CELINA, TEXAS

ORDINANCE 2017-
MOORE TRACT PD – No. 85

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 14.778 ACRE TRACT OF LAND LOCATED IN THE L. LEWIS SURVEY, ABSTRACT NO. 532, CITY OF CELINA, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT #85 WITH A BASE ZONING DESIGNATION OF R-O, RETAIL OFFICE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the tract comprising the property has been depicted in detail in Exhibit “B” attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit “C” and Exhibit “D” attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District, No. 85 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District No. 85.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C”; the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of September, 2017.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

CITY OF CELINA, TEXAS

ORDINANCE 2018-____
NAJARI/MOORE ZONING - PD-85

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 2.112 ACRE TRACT OF LAND SITUATED IN THE L LEWIS SURVEY, ABSTRACT NO. 532, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF PRESTON ROAD AND SOUTH OF OWNSBY PARKWAY, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 85; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property

and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District No. 70 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as an addition to “PD” Planned Development District No. 85 and incorporates the development standards already adopted for that PD, attached 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**

Attachment: Ordinance - Najari Moore - PD 85 (PD-85 Addition - Najari/Moore Zoning)

That the property depicted on Exhibit “A” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of March, 2018.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

 Vicki Faulkner, City Secretary
 City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

 City Attorney
 City of Celina, Texas

Attachment: Ordinance - Najari Moore - PD 85 (PD-85 Addition - Najari/Moore Zoning)

Exhibit A
Legal Description
Najari/Moore - PD-85 Addition

DESCRIPTION OF PROPERTY

DESCRIPTION, of a 2.112 acre tract of land situated in the L. Lewis Survey, Abstract No. 532, Collin County, Texas; said tract being part of that certain tract of land described in Warranty Deed to Jack Moore Et Al recorded in Volume 332, Page 345 of the Deed Records of Collin County, Texas; said 2.112 acre tract being more particularly described as follows:

COMMENCING, at a point at the intersection of the centerline of Preston Road and the centerline of County Road No. 83; said point also being the southwest corner of that certain tract of land described in Right Of Way Warranty Deed to City of Celina recorded in County Clerk's File No. 20170227000254710 of the said Deed Records;

THENCE, North 89 degrees, 21 minutes, 41 seconds East, along the centerline of said County Road No. 83 and the south line of said City of Celina tract, a distance of 428.87 feet to a "PK" nail set at POINT OF BEGINNING; said point also being the northeast corner of that certain tract of land described in General Warranty Deed to Emerald Center, LLC recorded in County Clerk's File No. 20170926001287880 of the said Deed Records;

THENCE, North 89 degrees 21 minutes 41 seconds East, continuing along the centerline of said County Road No. 83 and the south line of said City of Celina tract, a distance of 81.20 feet to a point for corner;

THENCE, South 00 degrees, 08 minutes, 35 seconds East, departing the centerline of said County Road No. 83 and the south line of said City of Celina tract, a distance of 837.66 feet to a 1/2-inch iron rod with "Westwood PS" cap set for corner; said point also being the northeast corner of that certain tract of land described in General Warranty Deed to Celina Plaza, LLC recorded in County Clerk's File No. 20170926001287970 of the said Deed Records;

THENCE, South 89 degrees, 27 minutes, 52 seconds West, along the north line of said Celina Plaza tract, a distance of 125.46 feet to a point for corner; said point also being the most southerly southeast corner of said Emerald Center tract;

THENCE, in a northerly direction, departing the said north line of Celina Plaza tract and along the east line of said Emerald Center tract, the following three (3) calls:

North 00 degrees, 32 minutes, 08 seconds West, a distance of 527.40 feet to a 1/2-inch iron rod with "Westwood PS" cap set for corner;

North 89 degrees, 21 minutes, 41 seconds East, a distance of 50.00 feet to a 1/2-inch iron rod with "Westwood PS" cap set for corner;

North 00 degrees, 32 minutes, 08 seconds West, a distance of 310.00 feet to the POINT OF BEGINNING;

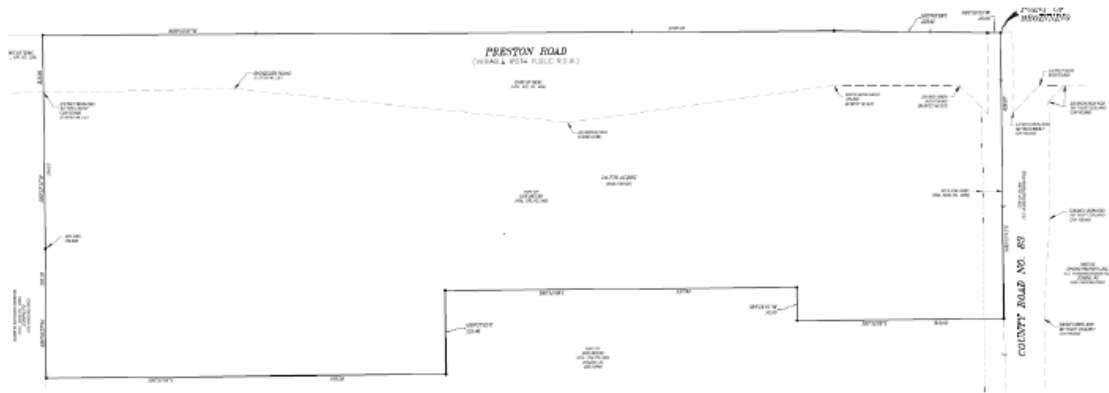
CONTAINING, 91,980 square feet or 2.112 acres of land, more or less.

R. Groysman
 12/26/17

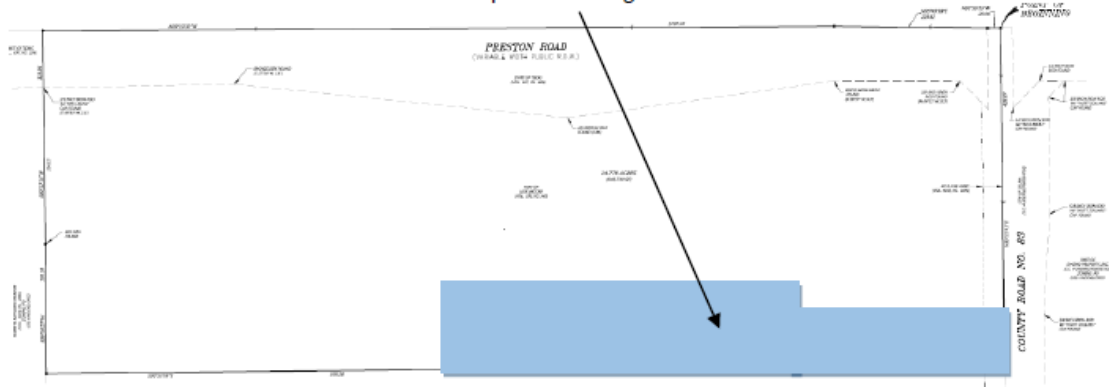


Exhibit B
Zoning Exhibit
Najari/Moore - PD-85 Addition

Original Zoning (approved on 9/12/17)



Proposed Zoning Area



Attachment: Ordinance - Najari Moore - PD 85 (PD-85 Addition - Najari/Moore Zoning)

EXHIBIT C
Najari PD-85
Planned Development Regulations

- (a) General purpose and description. This district is established to provide areas for retail sales and professional offices which are not part of an overall larger development. These retail and office buildings will be freestanding buildings, fully contained on a single lot or tract of land. The retail and office district should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.
- (b) This Planned Development shall adhere to the R-O, Retail Office Zoning regulations as they exist or may be amended except for as follows:
 - a. Area regulations.
 - i. Size of lots. Maximum lot size. There shall be no maximum lot size.

(c) Permitted (P) or conditional (C) uses:

Armed services recruiting center	P
General retail store	P
Artist studio	P
Kiosk (providing a service), only with main use	P
Auto laundry or carwash	P
Laundry/dry cleaning (drop off/pick up)	P
Auto supply store for new & rebuilt parts	P
Motorcycle sales and repair	C
Bakery or confectionery (retail)	P
Nursing/convalescent home	C
Bank/credit unions	P
Offices (professional and general business)	P
Child day care (business)	C
Parking lot structure, commercial (auto)	P
Church/place of worship	P
Personal services shop	P
Concrete or asphalt batching plant (temporary)	C
Pet and animal grooming shop	P
Convenience store (with beer and wine sales)	P
Recycling kiosk	P
Convenience store (with or without gas sales)	P
Restaurant (with drive-through service)	P

Farmers market (public)	C
Restaurant (with no drive-through service)	P
Food or grocery store	P
Retirement home/home for the aged	P
Theater or playhouse (indoor)	P
Funeral home (no crematorium)	C
Veterinarian (indoor kennels)	P
Garden shop (inside storage)	P



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alexis Jackson, Director of Development Services
 CC: Jason Laumer, City Manager
 Date: March 13, 2018
 Re: Amendments to the Preston Road Overlay (PRO)

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending Ordinance No. 2006-57, as heretofore amended, the same being the Comprehensive Zoning Ordinance, Chapter 14: Zoning, Article 14.03.009 PRO, Preston Road Overlay District. (PRO District Amendments) (Jackson)

Background Information:

The Preston Road Overlay District was established by Ordinance No. 2011-22 on May 9, 2011. This overlay district has been amended from time to time, most recently in 2016. The purpose of the overlay district is to aid the City in creating "higher development standards [that] can effectively enhance the City's image as a desirable place to live, work, and shop."

To this end, a 2013 amendment increased setbacks along the Preston Road corridor to sixty (60) feet for commercial structures. In addition, increased standards for exterior materials, screening, and landscaping were established.

The 2014 amendment to the Preston Road Overlay District added specific architectural features that must be included in commercial buildings to further define and distinguish the corridor.

In 2015, a revision was approved by City Council increasing the setback of residential developments to a minimum of 200 feet from the Preston Road right-of-way. This was enacted in order to preserve the corridor for commercial entities and to ensure that residential neighborhoods were adequately shielded from the noise generated by and building height allowed along Preston Road. After discussion with City Council at the January 2018 workshop, staff was directed to increase this setback to more closely align with residential setbacks in Prosper, Plano, and Frisco. The proposed setback in this revision is 750 feet, which creates a tract depth that can accommodate commercial, office, and multi-family developments that include a roadway parallel to Preston Road creating a second physical barrier between the residential and non-residential uses.

In addition, this proposed revision would limit the following uses: vehicle-related uses, heavy industrial uses, and self-storage or mini-warehouse uses. The term "masonry" is defined more specifically and LED lights are required for street lighting. In some cases, the current requirements have been reorganized for easier reading.

Board Review/Citizen Input:

A notice of the public hearings was published in *The Celina Record* on February 2, 2018.
At the February 20, 2018 Regular Meeting of the Planning & Zoning Commission, the Commission voted unanimously to recommend approval of the Zoning Ordinance Amendment, as presented.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the Ordinance for form.

Supporting Documents:

Attachment 1 - Current Preston Road Overlay Document

Attachment 2 - Proposed Ordinance

Staff Recommendation:

Staff recommends approval.

Current Preston Road Overlay

Sec. 14.03.009 PRO, Preston Road overlay district

- (a) General purpose and description. The Preston Road overlay (PRO) district is intended to help the city create high-quality aesthetic, functional, and safety characteristics of development along the Preston Road (State Highway 289) within the city where higher development standards can effectively enhance the city's image as a desirable place to live, work, and shop this important corridor. The Preston Road overlay (PRO) district is limited to specified areas and supplements the standards of the underlying conventional districts.
(Ordinance 2013-01, sec. 3.01, adopted 1/14/13)
- (b) Permitted uses and general development standards.
- (1) Permitted land uses and all development standards in the city's zoning ordinance, subdivision ordinance, building codes, and other applicable development-related codes and ordinances that apply to the base zoning district in which any property is located shall apply unless otherwise provided specifically herein. In the event of a conflict between the standards of the PRO and the regulations of the underlying zoning district, the more stringent requirements shall apply. Regulations of the underlying zoning district not augmented or otherwise supplemented by the PRO will continue to prevail.
 - (2) In cases where any corridor overlay district's requirements conflict with base zoning requirements or with the requirements of another overlay district, the more stringent requirements shall apply. Unless specifically provided otherwise herein, the base zoning of a property (including permitted uses and development standards) shall not be affected by the applicable PRO district.
- (c) District boundaries. The PRO's boundaries shall be measured 750 feet from the right-of-way along both sides of State Highway 289. The corridor and its subsequent regulations apply to all land within the corridor and properties beyond 750 feet of the right-of-way with ingress and egress (access) to State Highway 289.
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
- (d) Lot and setback standards.
- (1) The minimum front yard building setback adjacent to the right-of-way of Preston Road shall be 60 feet.
 - (2) The minimum setback for all screening walls and fences, including residential subdivision fences, from the right-of-way line of Preston Road shall be forty (40) feet.
 - (3) The minimum setback for all outside display areas (where permitted by the underlying zoning district) from the right-of-way line of Preston Road shall be 50 feet.
 - (A) No buildings, parking areas, or other impervious structures (except as noted herein), are permitted within the recognized floodway, as identified by FEMA, or within fifty (50) feet of the high bank, whichever is greater, of a creek or other drainageway.
 - (B) Permitted exceptions include drainage-related structures and pavement, paved pedestrian or bike trails, picnic tables, and paved surfaces beneath picnic tables.
 - (4) Buildings, parking areas, or other visual obstructions shall not be located in any required visibility triangle.
(Ordinance 2013-01, sec. 3.02, adopted 1/14/13)
 - (5) The minimum setback for all residential developments from the right-of-way line of Preston Road shall be 200 feet. (Ordinance 2015-08 adopted 1/13/15)
- (e) Building facade standards. Requirements are applicable to all structures except single-family detached dwellings. A facade concept plan of the entire proposed project shall be submitted with site plan review documents.

- (1) Building articulation and facade treatments. The following design requirements shall apply within all nonresidential and multifamily zoning districts.
- (A) All nonresidential buildings shall be architecturally finished with similar exterior materials on all four sides with a higher level of finish and articulation on the primary (i.e., primary entrance, or front door) facade(s).
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
- (B) All non-single-family buildings' entrances shall be articulated and defined to present a strong entry presence. All buildings shall be designed to incorporate no less than five of the following architectural elements. Buildings over 50,000 square feet must include a minimum of seven of the following elements. Buildings over 100,000 square feet must include a minimum of eight of the following elements. Each item may only be used once per entrance:
- (i) Canopies (not drive through canopies), awnings, valances or porticos;
 - (ii) Overhangs (5 feet minimum);
 - (iii) Recesses or projections (3 feet minimum);
 - (iv) Architectural arcades;
 - (v) Peaked roof forms;
 - (vi) Arches;
 - (vii) Outdoor patios;
 - (viii) Recessed or "popped-out" display windows (2 feet minimum);
 - (ix) Visible and noticeable architectural details, such as tile work or moldings, integrated into building facade; or
 - (x) Integrated planters or wing walls that incorporate landscape and sitting areas.
- (Ordinance 2014-20, sec. 3.01, adopted 5/13/14)
- (C) Ground floor facades facing Preston Road and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other architectural variety features along no less than 60% of the facade. (Ordinance 2013-01, sec. 3.03, adopted 1/14/13)
- (D) In addition to the requirements in section 14.05.152(5) [[14.05.152\(6\)](#)], all buildings shall incorporate a basic level of architectural variety as follows.
- (i) Horizontal articulation. Facades greater than 100 feet in length shall incorporate wall projections or recesses of five (5) feet or greater. Projections, inserts, or recesses shall be at least 20% of the length of the facade. No uninterrupted length of facade may exceed 100 feet in length. Projections and recesses shall not be required on the side of the building containing a loading dock and/or service area, provided that such area is located in the rear of the building and is not readily visible from Preston Road or any intersecting thoroughfare.
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11; Ordinance 2013-01, sec. 3.04, adopted 1/14/13)
 - (ii) Vertical articulation. Facades greater than 100 feet in length shall provide variations in elevation to prevent a straight or uninterrupted building line to discourage a bulk or box-type look to a building.
 - a. Offsets, reveals, or projecting ribs shall be used to express architectural or structural bays.
 - (iii) Building materials. The following design requirements shall apply within all nonresidential and multifamily zoning districts.
 - a. Detailed elevations (i.e., facade plans) and sample boards shall be submitted for review and approval with the site plan application for all non-single-family uses.
 - b. Windows shall not be glazed or reglazed with mirrored or reflective glass.
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
 - c. Exterior construction of all nonresidential, multifamily and other nonsingle-family buildings shall be in accordance with the following:

1. 100% masonry construction on all sides of the building. Synthetic stucco such as exterior finish and insulation system (EIFS) may be utilized as an architectural accent material, not to exceed ten percent of the exterior surface of any building facade. Textured paint/EIFS skim coat on masonry construction will not be included in the ten percent EIFS skim coat.
(Ordinance 2013-01, sec. 3.05, adopted 1/14/13)
 2. No single building material shall cover more than 85 percent of any facade.
(Ordinance 2014-20, sec. 3.02, adopted 5/13/14)
 3. Areas of a facade that are devoted to windows, doors, covered porches or stoops, breezeways or courtyards shall not be counted as “wall surface” when calculating the masonry requirement.
 4. Metal or wood exterior construction is not allowed on any nonresidential, multifamily or other non-single-family structure unless approved on the site plan. (For example, a restaurant that uses such materials as part of its “signature design aesthetic,” in which case a maximum of 10% of any wall facade may be devoted to such materials).
 5. Minimum roof pitch shall be at least 4:12 (unless otherwise stated in a PD ordinance), except for flat-roofed structures that shall have a highly articulated parapet that conceals the roof and any roof-mounted equipment.
(Ordinance 2013-01, sec. 3.05, adopted 1/14/13)
- (f) Loading and service areas. Loading and service areas shall be located at the side or rear of buildings.
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
- (g) Trash receptacles and recycling receptacles. Trash and recycling receptacles shall be screened with a six (6) foot solid masonry wall on three (3) sides with a solid metal gate and located outside bufferyards, and to the side or rear of the principal building. (Ordinance 2013-01, sec. 3.06, adopted 1/14/13)
- (h) Convenience stores and gas stations. For the purpose of encouraging the safe, healthy, attractive and convenient location and development of convenience stores and gas stations, the following supplementary standards apply:
- (1) Canopies on such sites should not exceed 20 feet in total height;
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
 - (2) The roofs of convenience store buildings and pump canopies shall be 4:12 pitched;
(Ordinance 2013-01, sec. 3.07, adopted 1/14/13)
 - (3) Canopies and its supporting structures should be architecturally integrated with the convenience store building and all other accessory structures on the site through the use of the same or complementary materials, design motif and colors. Canopy columns shall be fully encased with masonry;
 - (4) Canopy band face shall be a color consistent with the main structure or an accent color and may not be backlit or used as signage;
 - (5) Lighting fixtures or sources of light that area [are] a part of the underside of the canopy should be recessed into the underside of the canopy;
 - (6) The materials and color used on the underside of the canopy should not be highly reflective, with the intent of minimizing the amount and intensity of light, which reaches beyond the site boundaries;
 - (7) Materials and colors used on both structural and architectural surfaces shall be subdued, earth-tone colors, with the intent of promoting a harmonious appearance of the structures and the natural surroundings, as well as with appearance themes or guidelines of surrounding development. Brick, stone and other high-quality masonry type elements are required as a major component of the exterior of all structures;

- (8) Bright accent colors, intended to express corporate or business logos, may be used only on a limited basis. These accent color areas should not be internally illuminated, except as allowed by the city's sign regulations.
- (i) Access and off-street parking standards. Access and off-street parking shall be provided in conformance with the city standards.
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
- (j) Landscaping standards. In addition to the requirements in [article 14.05, division 3](#), the following are required:
- (1) Front yard landscape buffer. A minimum forty (40) foot-wide front yard landscape buffer shall be required of all properties located within the PRO zone of 750 feet. This landscape buffer shall include the required twenty-five (25) foot-wide water and sewer easement. The landscaping within the easement shall consist of grass and shallow-rooted shrubs. Driveways and sidewalks may cross the buffer area to provide access to the site. The required landscape buffers shall be exclusive of detention facilities.
 - (A) Corner lots of intersecting streets designated as an arterial street, or greater, shall provide for a twenty-five (25) foot landscape buffer. The buffer shall extend the distance of the lot frontage and transition within fifty (50) feet to the adjacent required landscape buffer.
 - (B) Corner lots of intersecting streets designated as a collector street shall provide for a fifteen (15) foot landscape buffer. The buffer shall extend the distance of the lot frontage and transition within twenty-five (25) feet to the adjacent required landscape buffer.
 - (2) Tree requirements.
 - (A) Large trees. One row of large trees, a minimum three-inch caliper in size, shall be planted for each 40 linear feet of street frontage, exclusive of drives in the required front yard. The row of trees shall be located a minimum of 25 feet from the front right-of-way line, outside of the 25-foot utility easement.
 - (B) Small trees. A minimum of one small tree shall be planted for every 5,000 square feet of front yard area. The small trees shall be planted a minimum of 30 feet from the front right-of-way line.
 - (C) Purchase of credits. Tree credits not exceeding 75% of the total required trees can also be purchased. Payments of \$300.00 per tree may be paid to the City of Celina tree fund. Funds will be used for planting of trees, in locations such as, but not limited to, parks, open space, roadway medians, and along street rights-of-way and other areas within the corporate limits of the city.
 - (D) Shrub requirements. A landscape planting of 16 evergreen shallow-rooted shrubs, a minimum three-gallon size at the time of planting, shall be planted for each 50 linear feet of street frontage, exclusive of drives, in groupings or hedgerow style. A minimum three-foot-wide bed shall be provided for the planting of such shrubs. Shallow-rooted shrubs may be placed inside the water/sewer easement.
 - (E) Required interior site landscaping. No parking space shall be located more than fifty (50) feet from the center point of any city required parking lot tree.
 - (F) Adjacent to a single-family use or zoning district. When a nonresidential development is established on a tract of land that is adjacent to a single-family development or to property zoned for single-family use, there shall be a twenty-five (25) foot-wide landscaped buffer along the property line that is adjacent to such use or district. The landscaped buffer shall remain open and unobstructed (i.e., no parking, detention areas, driveways, or other use of the buffer area), and shall be planted with ground cover, such as grass or ivy. This landscaped buffer may be located with the required yard/setback area.
(Ordinance 2013-01, sec. 3.08, adopted 1/14/13)
- (k) Parking lots.

- (1) Divided driveways. Parking lots containing more than 200 parking spaces shall construct divided driveways with medians for landscaping.
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
 - (2) Shared driveways/access. Developments shall incorporate a 24-foot wide shared access drive (via platted or properly recorded easements) through neighboring property(s), such that each lot or development site has at least two points of access to public roads. The required shared access drive shall be located adjacent to the required landscape buffer, and/or adjacent to the first bay of parking.
(Ordinance 2014-20, sec. 3.03, adopted 5/13/14)
 - (3) Landscaping and screening. All parking areas should be landscaped and screened according to [section 14.05.086](#). (Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
 - (4) Landscaped earthen berms in height of three (3) feet are encouraged as parking lot screening.
(Ordinance 2013-01, sec. 3.09, adopted 1/14/13)
- (l) Screening standards.
- (1) Site elements required to be screened. The following site elements shall be screened from the public view from all Preston Road (State Highway 289):
 - (A) Mechanical and utility equipment.
 - (i) Screening shall consist of a decorative wall or architectural element of the building that is 100% opaque.
 - (ii) Roof-mounted equipment shall be screened with materials that are 100% opaque. Appropriate screening includes an extension of the wall, such as a parapet wall, on which the equipment is mounted.
 - (B) Vehicle loading/unloading and service areas.
 - (i) Screens shall incorporate shrubbery having year-round foliage and/or a wall or architectural element of the building that is a minimum of six feet in height and is a maximum of 75% opaque.
 - (ii) Areas shall be screened from view of the rights-of-way along Preston Road and any intersecting roads.
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
 - (C) Refuse, refuse containers, and recycling containers. Screens shall consist of a solid masonry wall or architectural element of the building that is a minimum six feet in height.
(Ordinance 2013-01, sec. 3.10, adopted 1/14/13)
 - (2) Screening elements required. All screening walls visible from a public street shall be:
 - (A) Constructed of a minimum of an eight (8) foot masonry wall with materials that are consistent with the color and design of the primary on-site structure;
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11; Ordinance 2013-01, sec. 3.11, adopted 1/14/13)
 - (B) Consistent in color and design with the building architecture;
 - (C) Uniform in style and materials along the entire length of the screen within a single development.
 - (3) Screening elements prohibited. No residential fence or wall visible from a public street shall be:
 - (A) Greater than eight feet in height;
 - (B) Located within any required visibility triangle;
 - (C) Constructed with any of the following materials: surface painted or coated concrete, chain link, concertina wire, barbed wire, corrugated metal, or fiberglass panels. Exception: Barbed wire may be used solely to control livestock.
 - (4) Residential subdivision fences.
 - (A) Residential subdivision fences shall be uniform in style, color, and material along the length of the subdivision.
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)

- (B) If visible from a street right-of-way, fences shall be constructed of masonry materials. However, large-lot subdivisions, which are defined as subdivisions with average lot sizes of one-half acre or more, fences shall be constructed at the property line on a six (6) foot earthen berm and shall be constructed of decorative metal materials, no more than four (4) feet in height. (Ordinance 2013-01, sec. 3.12, adopted 1/14/13)

(m) Sidewalk standards.

- (1) Location. The required sidewalk along all Preston Road (State Highway 289) may be located within the front yard building and parking setbacks as well as the parkway area from the back of curb to the right-of-way line.
 - (2) Easement required. A six-foot-wide public use easement shall be provided for the required sidewalk when placed outside of street right-of-way.
 - (3) Curved alignment required. The required sidewalk shall have a curved alignment for at least 80% of the major thoroughfare street frontage. Sidewalks on intersecting streets shall not have a curved alignment unless approved by the mayor/city administrator or his or her designee.
 - (4) Construction criteria. Construction criteria for the required sidewalk:
 - (A) Minimum six feet wide;
 - (B) Minimum 80-foot centerline radius, maximum intersection angle of 20 degrees, and maximum 20-foot tangent between sidewalk curves;
 - (C) Minimum six-foot separation between back of street curb and edge of sidewalk, except at street intersections and bridge approaches;
 - (D) Sidewalk approaches, including the wheelchair ramp, to street and driveway intersections shall be straight and parallel to the adjacent street for a minimum of ten feet;
 - (E) Detailed construction plans shall be submitted to the mayor/city administrator or his or her designee for approval prior to construction of the sidewalk;
 - (F) Deviations from these criteria may be approved by the mayor/city administrator or his or her designee for good cause such as cases of unusual or unique topography or to preserve desirable natural features.
 - (G) A minimum six-foot-wide pedestrian sidewalk shall connect the perimeter sidewalk to the building entry. This connecting sidewalk shall be accessible, readily visible, and paved.
- (n) Outdoor activities or uses. In connection with any permitted use, there shall be allowed the incidental display of merchandise out-of-doors subject to the following limitations.
- (1) Temporary holiday sales. The temporary sale of Christmas trees and products associated with celebration of holidays or national events (e.g., Hanukkah, Presidents' Day, Easter, etc.) shall be permitted for a period of 45 days prior to the day of the holiday celebration.
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
 - (2) Store sales. The sale of goods in relation to special, local, or store events (e.g., spring sale, civic club event, etc.) shall also be permitted, but shall be limited to one event per calendar year, not to exceed a sale period of more than 60 days.
(Ordinance 2013-01, sec. 3.13, adopted 1/14/13)
 - (3) Procedure. The building official shall issue a permit for such sale when he or she finds:
 - (A) That required off-street parking will not be utilized for the temporary use; and
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11; Ordinance 2013-01, sec. 3.14, adopted 1/14/13)
 - (B) That the location and layout of drives and parking areas, of lighting, and of temporary sales signs will not constitute a hazard to public traveling to the abutting public streets and will not obstruct the visibility along such streets.
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)

**CITY OF CELINA, TEXAS
ORDINANCE 2018-____
PRESTON ROAD OVERLAY**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, PROVIDING A COMPREHENSIVE REVISION OF THE CITY'S PRESTON ROAD OVERLAY DISTRICT BY AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 14: ZONING, ARTICLE 14.03.009, PRESTON ROAD OVERLAY DISTRICT, PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Chapter 211 of the Texas Local Government Code, empowers a municipality to establish regulations pertaining to zoning within its incorporated boundaries; and

WHEREAS, the City Council, has determined that revising the Preston Road Overlay District rules will provide flexibility to both our residents and developers, while promoting an aesthetically pleasing environment; and

WHEREAS, the City Council, has determined revising the Preston Road Overlay District rules is necessary to promote responsible land and economic development, and to protect the public health and safety.

WHEREAS, Ordinance No. 2014-17 now codified in part as Section 14.03.009 in the City's Code of Ordinances sets forth certain rules regarding the Preston Road Overlay District;

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

Attachment: ATTACHMENT 2 - Preston Road Overlay Ordinance (Preston Road Overlay Amendment)

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 including Attachment A, attached hereto and incorporated herein, is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENTS**

Section 3.01. That the Code of Ordinances of the City of Celina, Texas Chapter 14; Zoning, Article 14.03; ZONING Districts, Division 1: Generally, Section 14.03.009: PRO, Preston Road Overlay district is hereby amended to read as follows:

“Sec. 14.03.009 PRO, Preston Road Overlay district

- (a) General purpose and description. The Preston Road overlay (PRO) district is intended substantially advance a legitimate governmental interest that includes enhancing the quality of life in Celina, to regulate the character of growth along the Preston Road, and to ensure the careful and orderly growth of a historical trail and entryway into the City. Higher development standards in this significant corridor can effectively enhance the City’s image as a desirable place to live, work, and shop. The Preston Road overlay district is limited to specified areas and supplements the standards of the underlying conventional zoning districts.
(Ordinance 2013-01, sec. 3.01, adopted 1/14/13)

(b) Permitted uses and general development standards.

- (1) Permitted land uses and all development standards in the City’s Zoning Ordinance, Subdivision Ordinance, building codes, and other applicable development-related codes and ordinances that apply to the base zoning district in which any property is located shall apply unless otherwise provided specifically herein. In the event of a conflict between the standards of the PRO and the regulations of the underlying zoning district, the more stringent requirements shall apply. Regulations of the underlying zoning district not augmented or otherwise supplemented by the PRO will continue to prevail.
- (2) In cases where another corridor overlay district’s requirements conflict with base zoning requirements or with the requirements of this overlay district, the more stringent requirements shall apply. Unless specifically provided otherwise herein, the base zoning of a property (including permitted uses and development standards) shall not be affected by the applicable PRO district.
- (3) The following list of uses are prohibited within the Preston Road Overlay:
 - (A) Limited Vehicle-Related Uses: specifically new and used car sales, salvage yards, commercial parking lots, and towing yards.

- (B) Heavy Industrial Uses: specifically uses that are hazardous, environmentally severe in character and/or generate high volumes of truck traffic.
- (C) Self-Storage or Mini Storage Uses.
- (D) Single Family (attached and detached) and Duplex Residential Uses.
- (4) Notwithstanding the prohibited uses of single family listed in (3) above, a Planned Development that incorporates a significant amount of retail, office, and commercial development with vertically integrated residential development may be considered by the City Council and become an approved use within the PRO.
- (c) District boundaries. The PRO's boundaries shall be measured 750 feet from the right-of-way boundary line along both sides of State Highway 289. The corridor and its subsequent regulations apply to all land within the corridor and properties beyond 750 feet of the right-of-way with ingress and egress (access) to State Highway 289. The district boundaries excludes all single family subdivisions platted prior to the date of this ordinance amendment [insert date adopted here].
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
- (d) Lot and setback standards.
- (1) The minimum front yard building setback adjacent to the right-of-way of Preston Road shall be sixty (60) feet.
 - (2) The minimum setback for all screening walls and fences, including residential subdivision fences, from the right-of-way line of Preston Road shall be forty (40) feet.
 - (3) The minimum setback for all outside display areas (where permitted by the underlying zoning district) from the right-of-way line of Preston Road shall be fifty (50) feet.
 - (A) No buildings, parking areas, or other impervious structures (except as noted herein), are permitted within the recognized floodway, as identified by FEMA, or within fifty (50) feet of the high bank, whichever is greater, of a creek or other drainageway.
 - (B) Permitted exceptions include drainage-related structures and pavement, paved pedestrian or bike trails, picnic tables, and paved surfaces beneath picnic tables.
 - (4) Buildings, parking areas, or other visual obstructions shall not be located in any required visibility triangle.
(Ordinance 2013-01, sec. 3.02, adopted 1/14/13)
- (e) Building facade standards. Requirements are applicable to all structures. A facade concept plan of the entire proposed project shall be submitted with site plan review documents.
- (1) *Building articulation and facade treatments*. The following design requirements shall apply within all nonresidential and multifamily zoning districts.
 - (A) All nonresidential buildings shall be architecturally finished with similar exterior materials on all four sides with a higher level of finish and articulation on the primary (i.e., primary entrance, or front door) facade(s).
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
 - (B) The entrance or entrances on all buildings shall be articulated and defined with a strong architectural feature. All buildings shall be designed to incorporate no less than five (5) of the following architectural elements. Buildings over 50,000 square feet must include a minimum of seven (7) of the following elements. Buildings over 100,000 square feet must include a minimum of eight (8) of the following elements. Each item may only be used once per entrance:

- (i) Canopies (not drive-through canopies), awnings, valances or porticos;
 - (ii) Overhangs (five (5) feet minimum);
 - (iii) Recesses or projections (three (3) feet minimum);
 - (iv) Architectural arcades;
 - (v) Peaked roof forms;
 - (vi) Arches;
 - (vii) Outdoor patios;
 - (viii) Recessed or “popped-out” display windows (2 feet minimum);
 - (ix) Visible and noticeable architectural details, such as tile work or moldings, integrated into building facade; or
 - (x) Integrated planters or wing walls that incorporate landscape and sitting areas. (Ordinance 2014-20, sec. 3.01, adopted 5/13/14)
- (C) Ground floor facades facing Preston Road and any intersecting thoroughfare must incorporate articulated entry areas, arcades, display windows, awnings, or other architectural variety features along no less than sixty percent (60%) of the facade. (Ordinance 2013-01, sec. 3.03, adopted 1/14/13)
- (D) In addition to the requirements in section 14.05.152(5) and 14.05.152(6), all buildings shall incorporate a basic level of architectural variety as follows.
- (i) Horizontal articulation. Facades greater than 100 feet in length that are visible from the right-of-way shall incorporate wall projections or recesses of five (5) feet or greater. Projections, inserts, or recesses shall be at least twenty percent (20%) of the length of the facade. No uninterrupted length of facade may exceed 100 feet in length. (Ordinance 2011-22, sec. 3.02, adopted 5/9/11; Ordinance 2013-01, sec. 3.04, adopted 1/14/13)
 - (ii) Vertical articulation. Facades greater than 100 feet in length shall provide variations in elevation to prevent a straight or uninterrupted building line to discourage a bulk or box-type look to a building. Offsets, reveals, or projecting ribs shall be used to express architectural or structural bays.
 - (iii) Building materials. The following design requirements shall apply within all districts.
 - a. Detailed elevations (i.e., facade plans) and sample boards shall be submitted for review and approval with the site plan application for all uses.
 - b. Windows shall not be glazed or reglazed with mirrored or reflective glass. (Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
 - c. Exterior construction of all buildings shall be in accordance with the following:
 - 1. 100% masonry construction is required on all sides of the building. Masonry is defined as brick, stone, synthetic stone, split-faced CMU, and stucco (although stucco is limited to a maximum of ten percent (10%) on any one façade). Tilt wall construction may be allowed for industrial uses.
 - 2. Synthetic stucco, such as exterior finish and insulation system (EIFS), may be utilized as an architectural accent material, not to exceed ten percent (10%) of the exterior surface of any building facade. Textured paint/EIFS skim coat on masonry construction will not be included in the EIFS minimum percentages.

(Ordinance 2013-01, sec. 3.05, adopted 1/14/13)

3. No single building material shall cover more than eighty-five percent (85%) of any facade.

(Ordinance 2014-20, sec. 3.02, adopted 5/13/14)

4. Areas of a facade that are devoted to windows, doors, covered porches or stoops, breezeways or courtyards shall not be counted as “wall surface” when calculating the masonry requirement.
5. Metal or wood exterior construction is not allowed on any multifamily structure unless specifically approved on the site plan. (For example, a restaurant that uses such materials as part of its “signature design aesthetic,” in which case a maximum of ten percent (10%) of any wall facade may be devoted to such materials).
6. Minimum roof pitch shall be at least 4:12 (unless otherwise stated in a PD ordinance), except for flat-roofed structures that shall have a highly articulated parapet that conceals the roof and any roof-mounted equipment. (Ordinance 2013-01, sec. 3.05, adopted 1/14/13)

- (f) Loading and service areas. Loading and service areas shall be located at the side or rear of buildings. Horizontal articulation described in Section (e)(1)(D)(i) of this Article are not required on the façade of buildings containing a loading dock and/or service area, provided that such area is located to not be readily visible from Preston Road or any intersecting thoroughfare.

- (g) Trash receptacles and recycling receptacles. Trash and recycling receptacles shall be screened with a six (6) foot solid masonry wall on three (3) sides with a solid metal gate and located outside buffer yards, and to the side or rear of the principal building.
(Ordinance 2013-01, sec. 3.06, adopted 1/14/13)

- (h) Convenience stores and gas stations. For the purpose of encouraging the safe, healthy, attractive and convenient location and development of convenience stores and gas stations, the following supplementary standards apply:

- (1) Canopies on such sites should not exceed twenty (20) feet in total height;
(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
- (2) The roofs of convenience store buildings and pump canopies shall be 4:12 pitched;
(Ordinance 2013-01, sec. 3.07, adopted 1/14/13)
- (3) Canopies and its supporting structures should be architecturally integrated with the convenience store building and all other accessory structures on the site through the use of the same or complementary materials, design motif and colors. Canopy columns shall be fully encased with masonry;
- (4) Canopy band face shall be a color consistent with the main structure or an accent color and may not be backlit or used as signage;
- (5) Lighting fixtures (LED only) or sources of light that are a part of the underside of the canopy should be recessed into the underside of the canopy;
- (6) The materials and color used on the underside of the canopy should not be highly reflective, with the intent of minimizing the amount and intensity of light, which reaches beyond the site boundaries;

- (7) Materials and colors used on both structural and architectural surfaces shall be subdued, earth-tone colors, with the intent of promoting a harmonious appearance of the structures and the natural surroundings, as well as with appearance themes or guidelines of surrounding development. Brick, stone and other high-quality masonry type elements are required as a major component of the exterior of all structures;
 - (8) Bright accent colors, intended to express corporate or business logos, may be used only on a limited basis. These accent color areas should not be internally illuminated, except as allowed by the City's sign regulations.
- (i) Access. Access and off-street parking shall be provided in conformance with the City standards.
 - (1) Developments shall incorporate a twenty-four (24) foot wide shared access drive (via platted or properly recorded easements) through neighboring property(s), such that each lot or development site has at least two points of access to public roads.
 - (2) The required shared access drive shall be located adjacent to the required landscape buffer, and/or adjacent to the first bay of parking. (Ordinance 2014-20, sec. 3.03, adopted 5/13/14)
 - (j) Landscaping standards. In addition to the requirements in Article 14.05, Division 3, the following are required:
 - (1) *Front yard landscape buffer*. A minimum forty (40) foot wide front yard landscape buffer shall be required of all properties located within the PRO zone. This landscape buffer shall include the required twenty-five (25) foot wide water and sewer easement. The landscaping within the easement shall consist of grass and shallow-rooted shrubs. Driveways and sidewalks may cross the buffer area to provide access to the site. The required landscape buffers shall be exclusive of detention facilities.
 - (A) Corner lots of intersecting streets designated as an arterial street, or greater, shall provide for a twenty-five (25) foot landscape buffer. The buffer shall extend the distance of the lot frontage and transition within fifty (50) feet to the adjacent required landscape buffer.
 - (B) Corner lots of intersecting streets designated as a collector street shall provide for a fifteen (15) foot landscape buffer. The buffer shall extend the distance of the lot frontage and transition within twenty-five (25) feet to the adjacent required landscape buffer.
 - (2) *Tree requirements*.
 - (A) Large trees. One row of large trees, a minimum three-inch caliper in size, shall be planted for each 40 linear feet of street frontage, exclusive of drives in the required front yard. The row of trees shall be located a minimum of twenty-five (25) feet from the front right-of-way line, outside of the twenty-five (25) foot utility easement.
 - (B) Small trees. A minimum of one small tree shall be planted for every 5,000 square feet of front yard area. The small trees shall be planted a minimum of thirty (30) feet from the front right-of-way line.
 - (C) Purchase of credits. Tree credits not exceeding seventy-five percent (75%) of the total required trees can also be purchased. Payments of \$300.00 per tree may be paid to the City of Celina tree fund. Funds will be used for planting of trees, in locations such as, but not limited to, parks, open space, roadway medians, and along street rights-of-way and other areas within the corporate limits of the City.

(D) Shrub requirements. A landscape planting of sixteen (16) evergreen shallow-rooted shrubs, a minimum three-gallon size at the time of planting, shall be planted for each fifty (50) linear feet of street frontage, exclusive of drives, in groupings or hedgerow style. A minimum three-foot-wide bed shall be provided for the planting of such shrubs. Shallow-rooted shrubs may be placed inside the water/sewer easement.

(E) Required interior site landscaping. No parking space shall be located more than fifty (50) feet from the center point of any City required parking lot tree.

(F) Adjacent to a single-family use or zoning district. When a nonresidential development is established on a tract of land that is adjacent to a single-family development or to property zoned for single-family use, there shall be a twenty-five (25) foot wide landscaped buffer along the property line that is adjacent to such use or district. The landscaped buffer shall remain open and unobstructed (i.e., no parking, detention areas, driveways, or other use of the buffer area), and shall be planted with ground cover, such as grass or ivy. This landscaped buffer may be located with the required yard/setback area.

(Ordinance 2013-01, sec. 3.08, adopted 1/14/13)

(3) Parking lots.

(A) Divided driveways. Parking lots containing more than 200 parking spaces shall construct divided driveways with medians for landscaping.

(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)

(B) Earthen berms. Landscaped earthen berms in height of three (3) feet are encouraged as parking lot screening.

(Ordinance 2013-01, sec. 3.09, adopted 1/14/13)

(k) Screening standards.

(1) Site elements required to be screened. The following site elements shall be screened from the public view from all Preston Road (State Highway 289):

(A) Mechanical and utility equipment.

(i) Screening shall consist of a decorative wall or architectural element of the building that is 100% opaque (i.e. unable to see through).

(ii) Roof-mounted equipment shall be screened with materials that are 100% opaque. Appropriate screening includes an extension of the wall, such as a parapet wall, on which the equipment is mounted.

(B) Vehicle loading/unloading and service areas.

(i) Screens shall incorporate shrubbery having year-round foliage and/or a wall or architectural element of the building that is a minimum of six (6) feet in height and is a maximum of seventy-five percent (75%) opaque.

(ii) Areas shall be screened from view of the rights-of-way along Preston Road and any intersecting roads.

(Ordinance 2011-22, sec. 3.02, adopted 5/9/11)

(C) Refuse, refuse containers, and recycling containers. Screens shall consist of a solid masonry wall or architectural element of the building that is a minimum six (6) feet in height.

(Ordinance 2013-01, sec. 3.10, adopted 1/14/13)

(2) Screening elements required. All screening walls visible from a public street shall be:

- (A) Constructed of a minimum of an eight (8) foot masonry wall with materials that are consistent with the color and design of the primary on-site structure; (Ordinance 2011-22, sec. 3.02, adopted 5/9/11; Ordinance 2013-01, sec. 3.11, adopted 1/14/13)
 - (B) Consistent in color and design with the building architecture;
 - (C) Uniform in style and materials along the entire length of the screen within a single development.
- (3) *Screening elements prohibited.* No residential fence or wall visible from a public street shall be:
 - (A) Greater than eight feet in height;
 - (B) Located within any required visibility triangle;
 - (C) Constructed with any of the following materials: surface painted or coated concrete, chain link, concertina wire, barbed wire, corrugated metal, or fiberglass panels. Exception: Barbed wire may be used solely to control livestock.
- (4) *Residential subdivision fences.*
 - (A) Residential subdivision fences shall be uniform in style, color, and material along the length of the subdivision. (Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
 - (B) If visible from a street right-of-way, fences shall be constructed of masonry materials. However, large-lot subdivisions, which are defined as subdivisions with average lot sizes of one-half (½) acre or more, fences shall be constructed at the property line on a six (6) foot earthen berm and shall be constructed of decorative metal materials, no more than four (4) feet in height. (Ordinance 2013-01, sec. 3.12, adopted 1/14/13)
- (l) Sidewalk standards.
 - (1) *Location.* The required sidewalk along all Preston Road (State Highway 289) may be located within the front yard building and parking setbacks as well as the parkway area from the back of curb to the right-of-way line.
 - (2) *Easement required.* A six (6) foot wide public use easement shall be provided for the required sidewalk when placed outside of street right-of-way.
 - (3) *Curved alignment required.* The required sidewalk shall have a curved alignment for at least eighty percent (80%) of the major thoroughfare street frontage. Sidewalks on intersecting streets shall not have a curved alignment unless approved by the mayor/City administrator or his or her designee.
 - (4) *Construction criteria.* Construction criteria for the required sidewalk:
 - (A) Minimum six (6) feet wide;
 - (B) Minimum eighty (80) foot centerline radius, maximum intersection angle of twenty (20) degrees, and maximum twenty (20) foot tangent between sidewalk curves;
 - (C) Minimum six (6) foot separation between back of street curb and edge of sidewalk, except at street intersections and bridge approaches;
 - (D) Sidewalk approaches, including the wheelchair ramp, to street and driveway intersections shall be straight and parallel to the adjacent street for a minimum of ten (10) feet;
 - (E) Detailed construction plans shall be submitted to the mayor/City administrator or his or her designee for approval prior to construction of the sidewalk;

- (F) Deviations from these criteria may be approved by the mayor/City administrator or his or her designee for good cause such as cases of unusual or unique topography or to preserve desirable natural features.
- (G) A minimum six (6) foot wide pedestrian sidewalk shall connect the perimeter sidewalk to the building entry. This connecting sidewalk shall be accessible, readily visible, and paved.
- (m) Outdoor activities or uses. In connection with any permitted use, there shall be allowed the incidental display of merchandise out-of-doors subject to the following limitations.
- (1) *Temporary holiday sales.* The temporary sale of Christmas trees and products associated with celebration of holidays or national events (e.g., Hanukkah, Presidents' Day, Easter, etc.) shall be permitted for a period of 45 days prior to the day of the holiday celebration. (Ordinance 2011-22, sec. 3.02, adopted 5/9/11)
 - (2) *Store sales.* The sale of goods in relation to special, local, or store events (e.g., spring sale, civic club event, etc.) shall also be permitted, but shall be limited to one event per calendar year, not to exceed a sale period of more than 60 days. (Ordinance 2013-01, sec. 3.13, adopted 1/14/13)
 - (3) *Procedure.* The building official shall issue a permit for such sale when he or she finds:
 - (A) That required off-street parking will not be utilized for the temporary use; and
 - (B) That the location and layout of drives and parking areas, of lighting, and of temporary sales signs will not constitute a hazard to public traveling to the abutting public streets and will not obstruct the visibility along such streets. (Ordinance 2011-22, sec. 3.02, adopted 5/9/11)"

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

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SAVINGS CLAUSE**

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

SECTION 6
SEVERABILITY

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

SECTION 7
PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 13th day of March, 2018.

Attachment: ATTACHMENT 2 - Preston Road Overlay Ordinance (Preston Road Overlay Amendment)

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: ATTACHMENT 2 - Preston Road Overlay Ordinance (Preston Road Overlay Amendment)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Jason Laumer, City Manager
Date: March 13, 2018
Re: 2016-2017 Fiscal Year Audit

Action Requested:

Consider and act upon approval of the 2016-2017 Fiscal Year Audit. (Toutounchian)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Audit

Staff Recommendation: