



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, FEBRUARY 14, 2017 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Alma Jo and Ronnie Scott -Thank you to Fire Department (Metdker)
- B. Facilities Master Plan (Chaffin)
- C. Downtown Neighborhood Empowerment Zone (Liebman)
- D. Old Town Neighborhood Association (Liebman)
- E. 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. Settlement of claims related to Dynavest Joint Venture and proposed Resolution in support of special legislation creating and consenting to the creation of Municipal Management District No. 3. (Dynavest) (Petty)
- B. Discussion regarding an amendment to the CADG Sutton Fields II, LLC Development Agreement, and seeking legal counsel related to outstanding financial matters. (Sutton Fields) (Petty)
- C. Discussion regarding an Economic Development Agreement with Tollway/Outer Loop, L.P. and seeking legal counsel to related matters. (Sutton Fields) (Petty)
- D. Proposed Facilities Agreement between Mustang Special Utility District, CADG Sutton Fields II, LLC, and the City of Celina related to water and wastewater service and infrastructure. (Sutton Fields) (Petty)

Reconvene into Open Session:

- E. 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 - Jan 10, 2017 5:00 PM
2. City Council - Public Hearing and Special Meeting - Jan 17, 2017 5:00 PM

- B. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Celina Independent School District and Marilee SUD, a Joint Election Agreement by and among the City of Celina, Celina Independent School District, Collin College District, Collin County MUD #1, and Marilee SUD and a Joint 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 to ratify cancellation of a contract by and between the City of Celina and Focused Advocacy for legislative services. (Chaffin)

- D. Consider and act upon award of qualifications to Dunkin Sims Stoffels for design and development of the Old Celina Park Expansion and authorize the city manager to negotiate and execute a contract. (Davis)

- E. Consider and act upon an ordinance of the City of Celina, Texas, granting to CoServ Gas, Ltd., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the City of Celina, Collin and Denton counties, Texas, and to transport, deliver, sell, and distribute gas in and out of and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways. (Toutounchian).

- F. Consider and act upon creating two Firefighter/EMT positions to reduce current overtime costs. (Metdker)

- G. Consider and act upon an ordinance of the City Council of the City of Celina, Texas amending the City's Code of Ordinances, Appendix A: Fee Schedule, related to water and wastewater utility fees. (Toutounchian)

- H. Consider and act upon award of qualifications to Brinkley Sargent Wiginton Architects for the Master City Facilities Plan and authorize the city manager to negotiate and execute a contract. (Chaffin)

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, 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 an approximately 2.559 acre tract of land from AG, Agriculture zoning district to RO, Retail and Office zoning district. The property is situated in the Coleman Watson Survey, Abstract 945, Collin County, Texas. The property is generally located at the northwest corner of Frontier Parkway and FM 2478 (Future Custer Road), Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned RO, Retail and Office. (Joel Field Zoning) (Liebman)
- B. The Celina City Council will conduct two Public Hearings at 5:00 and 5:05 to consider testimony on the proposed annexations of a 1 acre tract of land and half of adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of the Rolling Meadows Estates. (Nguyen Tract) (Liebman)
- C. Conduct a public hearing to consider testimony and take action on the creation of a Public Improvement District for Cambridge Crossing, a 484.047 acre tract of land, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The land is generally located west of Dallas Parkway, north of Punk Carter Parkway, and east of County Road 6. (Cambridge Crossing) (Petty)
- D. The City of Celina will conduct a public hearing on the proposed assessments to be levied against the assessable property within the Parks at Wilson Creek Public Improvements District (PID) and a final Service and Assessment Plan, pursuant to the Provisions of Chapter 372 of the Texas Local Government Code. The PID contains approximately 669.66 acres of land generally east of Preston Road and north of the future Collin County Outer Loop. (Parks at Wilson Creek) (Petty)

IX. ACTION ITEM:

- A. Consider and act upon an ordinance of the city Council of the City of Celina accepting and approving a Service and Assessment Plan and Assessment Roll for the Parks at Wilson Creek Public Improvement District (PID); making a finding of special benefit to the property in the district; levying special assessment against property within the district and establishing a lien on such property; providing for the method of assessment and the payment of the assessment in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, provide for severability and providing an effective date. (Parks at Wilson Creek) (Petty)
- B. Consider and act upon a resolution dissolving the original Parks at Wilson Creek Public Improvement District (PID) due to the creation of the new Parks at Wilson Creek Public Improvement District authorized by City Council Resolution No. 2015-38R and resolving other matters incident thereto. (Parks of Wilson Creek) (Petty)

- C. Consider and act upon a request for a Subdivision Ordinance Variance from Pointe Land & Development to Section 10.23.122(m)(1) Culs-de-sac, dead-end streets, to allow an over length cul-de-sac. The project is located at the northwest intersection of CR 100 and CR 97 (Coit Road) (Buffalo Ridge) (Liebman)
- D. Consider and act upon an resolution establishing a Neighborhood Empowerment Zone. (Liebman)
- E. Consider and act upon a Final Plat for Lilyana (Wells South), being approximately 95.68 acres situated in the Jonathan Westover Survey, Abstract No. 1030 & W. Wilhite Survey, Abstract No. 1002, Collin County, Texas, comprised of 293 residential lots, seven (7) open space lots, and one (1) amenity center lot. The property is generally located north of Frontier Parkway, east of County Road 83, and west of County Road 84. (Lilyana Final Plat) (Liebman)
- F. Consider and act upon a Construction Plat for Creeks of Legacy West, Phase 1, being approximately 54.131 acres situated in the J. McKinn Survey, Abstract No. 889, W. Phillips Survey, Abstract No. 1029, and the A. Thomasson Survey, Abstract No. 1265, Denton County, Texas, comprised of 188 residential lots and nine (9) open space/common areas. The property is located north of Frontier Parkway, and to the west of Legacy Drive. (Creeks of Legacy West Construction Plat) (Liebman)

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



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: February 14, 2017
Re:

Action Requested:

Settlement of claims related to Dynavest Joint Venture and proposed Resolution in support of special legislation creating and consenting to the creation of Municipal Management District No. 3. (Dynavest) (Petty)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: February 14, 2017
Re:

Action Requested:

Discussion regarding an amendment to the CADG Sutton Fields II, LLC Development Agreement, and seeking legal counsel related to outstanding financial matters. (Sutton Fields) (Petty)

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: February 14, 2017
Re:

Action Requested:

Discussion regarding an Economic Development Agreement with Tollway/Outer Loop, L.P. and seeking legal counsel to related matters. (Sutton Fields) (Petty)

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: February 14, 2017
Re:

Action Requested:

Proposed Facilities Agreement between Mustang Special Utility District, CADG Sutton Fields II, LLC, and the City of Celina related to water and wastewater service and infrastructure. (Sutton Fields) (Petty)

Staff Recommendation:



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, JANUARY 10, 2017 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Mindy Koehne	City of Celina	Place 5	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Bill Webber	City of Celina	Place 1	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	
Sean Terry	City of Celina	Mayor	Present	

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Solar Panels/Wind Energy Systems (Liebman)

Director of Planning and Development Services Helen-Eve Liebman asked for Council direction regarding regulations for these items.

B. Main Street 2017 Calendar of Events (Bise)

Main Street Director Bridgette Bise presented the Calendar of Events for the program.

C. Long Term Planning (Chaffin)

Interim City Manager Rick Chaffin discussed needed planning items for the City such as a Facilities Master Plan, Downtown Economic Study, Financial Management Plan, Strategic Plan and an update to the Comprehensive Plan.

D. Gigabit City update (Howard)

No discussion took place on this item.

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

No further discussion took place.

III. EXECUTIVE SESSION:

The Celina City Council convened into Executive Session at 5:26 pm with Interim City Manager Rick Chaffin, City Attorneys Julie Fort and Lance Vanzant, Consultants Trent and Mary Petty (Items A, B and D) and Director of Engineering Gabe Johnson (Items C and E) at 5:26 p.m. Councilwoman Koehne recused herself from discussion of item A due to a conflict of interest.

Minutes Acceptance: Minutes of Jan 10, 2017 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; and 551.072 Deliberations regarding Real Property, to deliberate the purchase, exchange, lease or real value of Real Property

- A. Proposed resolution in support of special legislation creating and consenting to the creation of Municipal Management District No. 2. (Eland Ranch) (Liebman/Petty)
- B. Proposed resolution in support of special legislation creating and consenting to the creation of Municipal Management District No. 3. (Dynavest) (Liebman/Petty)
- C. Pending litigation: Cause No. 005-01304-2016, City of Celina, Texas v. Holland Morrison, Shannon Morrison and Independent Bank, Collin County, Texas.
- D. Dynavest Joint Venture v. City of Celina, Texas et al, Cause No. 2010-50356-367, Denton County, Texas, and related development and settlement agreement. (Liebman/Petty)
- E. Acquisition of water and sewer easements generally located north of FM 1461, east of Preston, south of CR 88/87 and west of FM 2478 including but not limited to the following tracts: 1) Tropics Pools, 2) Southeast Sector No. 5. (Johnson)

Reconvene into Open Session:

The City Council reconvened into Open Session at 6:44 p.m.

- F. Consider and act upon a resolution consenting to the creation of Municipal Management District No. 2 and supporting the legislative creation and providing for related matters.(Eland) (Liebman/Petty)

(2017-04R)

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

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

Item E. Councilman Hopkins moved to authorize the City Engineer to offer to purchase as discussed in Executive Session. Councilman Webber seconded. Motion carried. 6-yes;0-no.

Item C. Councilman Hopkins moved to approve the settlement as discussed in Executive Session. Councilman Webber seconded. 6 yes;0-no.

IV. **PLEDGE OF ALLEGIANCE/INVOCATION:**

Mayor Terry led the pledges of allegiance. Councilman Nabors gave the invocation.

V. **PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:**

VI. **OPEN FORUM:**

Minutes Acceptance: Minutes of Jan 10, 2017 5:00 PM (Minutes Approval)

No public comment was received.

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - Dec 13, 2016 5:00 PM
2. City Council - Special Meeting - Dec 19, 2016 5:00 PM

B. Consider and act upon a contract by and between the City of Celina and CobbFendley for Professional Services related to the TxCDBG water project . (Johnson)

C. Consider and act upon a Resolution authorizing the City Manager to enter into an agreement between the City of Celina and Parks at Wilson Creek, L.P. for the design and engineering costs for Sunset Blvd. and associated utility and related services, in an amount not to exceed \$552,090.00 (Johnson)

(2017-01R)

D. Consider and act upon an engineering consultant change order with Pacheco Koch, LLC. in the maximum amount of \$38,940, for Engineering Services for the Southeast Sector Sewer Line Survey and Route Alignment. (Johnson)

E. Consider and act upon an engineering consultant change order with Freese and Nichols, Inc. in the maximum amount of \$14,050 for engineering services for the Southeast Sector Elevated Storage Tank and Water Line design. (Johnson)

F. Consider and act upon a resolution of the City Council of the City of Celina, Texas, ordering and calling a General Election for the purpose of electing a mayor, a council member for Place 4 and a council member for Place 5 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of Denton County and Celina Independent School District Board of Trustees to be held on May 6, 2017. (Faulkner)

(2017-02R)

G. Consider and act upon the appointment of Jennifer Kennemer to the Main Street Advisory Board. (Bise)

H. Consider and act upon a petition from BG-GPT Celina 15 for the voluntary annexation of an approximately 15.471 acre tract of land situated in the Collin County School Land Survey #14, Abstract A0167, and set two public hearing dates on January 17, 2016 at 5:00 P.M. and 5:05 P.M. The property is generally located at the northeast corner of Frontier Parkway and Prairie Crossing. (Stelzer Tract Annexation)

VIII. PUBLIC HEARING/ACTION:

Minutes Acceptance: Minutes of Jan 10, 2017 5:00 PM (Minutes Approval)

- 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 Ownsby Farms Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±119.138 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167 Collin County, Texas and located within the city limits of the City of Celina, Texas. The property is generally located south of CR 53, north of Frontier Parkway, west of Preston Road and east of the BNSF Railroad. (Ownsby Farms) (Liebman/Petty)

Mayor Terry recused himself from this item due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing at 6:45 pm.

No public comment was received. Councilman Hopkins moved to continue this hearing until the January 17th special meeting.

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

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create a Public Improvement District, calling for a public hearing and directing the statutory notices to be given. The property, Cambridge Crossing, is ±639.627 acres situated in the Richard Alderson Survey, Abstract No. 7, the F.D. Gary Survey, Abstract No 360, the I. C. Williamson Survey, Abstract No. 943, and T Staten survey, Abstract No. 806, Collin County, State of Texas. The property is generally located west of the Dallas North Tollway, east of Legacy Drive, north of future Punk Carter Parkway and south of FM 428. (Cambridge Crossing) (Liebman)

2017-03R Councilman Nabors asked for the record "What warrants a PID assessment for this development?".

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mindy Koehne, Place 5
SECONDER:	Andy Hopkins, Place 3
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors

- B. The Celina City Council will consider action on adopting an ordinance of the proposed involuntary annexation of approximately a 7.646 acre tract of land situated in the Collin County School Land #14 Survey Abstract No. 167, Tract 37, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located east of the BNSF railroad, west of Preston Road, north of CR 53 and south of Business 289. (Ayala Tract) (Liebman) (Liebman)

(2017-01)

Minutes Acceptance: Minutes of Jan 10, 2017 5:00 PM (Minutes Approval)

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

- C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Wells South Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutounchian/Petty)

(2017-02) An updated SAP was presented.

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

- D. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Wells North Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutounchian/Petty)

(2017-03) An updated SAP was presented.

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

- E. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Sutton Fields II Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutounchian/Petty)

(2017-04) Mayor Terry recused himself from this item due to a conflict of interest. An updated SAP was presented.

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

- F. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving Part 1 of 2 Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Creeks of Legacy Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutounchian/Petty)

Mayor Terry recused himself from this item due to a conflict of interest.

RESULT:	TABLED [UNANIMOUS]	Next: 1/17/2017 5:00 PM
MOVER:	Andy Hopkins, Place 3	
SECONDER:	Bill Webber, Place 1	
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson, Nabors	

- G. Consider and act upon a Construction Replat for Preston Plaza, Lot 32R, Block J, Phase 1 of the Heritage Addition, an approximately 1.965 acre tract of land generally located at the southeast corner of Preston Road and Founders Lane, being a replat of Lot 32, Block J, Phase 1 of the Heritage Addition. (Preston Plaza Construction Replat) (Liebman)

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

- H. Consider and act to approve the expenditure of funds approved by the Economic Development Corporation to fund Gigabit projects. (Howard)

No action was taken on item H.

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 7:03 pm.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Jan 10, 2017 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL PUBLIC HEARING AND SPECIAL MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, JANUARY 17, 2017 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	Absent		
Sean Terry	City of Celina	Mayor	Present		5:11 PM

Mayor Terry called the meeting to order at 5:00 pm. The City Council went directly into Executive Session, then took Action Item G. Mayor Terry left the meeting after action on Item G at 5:11pm. Mayor Pro Tem Anderson led the remainder of the meeting.

II. WORKSESSION:

A. WORKSESSION: Creeks of Legacy Public Improvement District - TIRZ Calculation Alteration

Mary Petty with Petty & Associates explained the new TIRZ calculation for the Creeks of Legacy Public Improvement District.

III. CONSENT AGENDA:

IV. PUBLIC HEARING:

A. The Celina City Council will conduct two public hearings at 5:00 P.M. and 5:05 P.M. regarding a voluntary annexation of an approximately 15.471 acre tract of land situated in the Collin County School Land Survey #14, Abstract A0167. The property is generally located at the northeast corner of Frontier Parkway and Prairie Crossing. (Liebman) (Stelzer Tract Annexation)

Mayor Pro Tem Anderson opened the first hearing at 5:13 pm. No public comment was received. The hearing was closed at 5:14 pm. The second hearing was opened at 5:14 pm. No public comment was received. The hearing was closed at 5:15 pm.

Minutes Acceptance: Minutes of Jan 17, 2017 5:00 PM (Minutes Approval)

- B. The Celina City Council will continue and conduct a public hearing on the proposed assessments to be levied against the assessable property within the Ownsby Farms Public Improvement District (PID) and a final Service and Assessment Plan, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The PID contains approximately 113.5 acres of land located at the southwest quadrant of Preston Road (SH-289) and future Ownsby Parkway (CR-83) (Ownsby Farms) (Petty)

Mayor Pro Tem Anderson opened the hearing at 5:15 pm. No public comment was received. The hearing was closed at 5:15 pm.

V. EXECUTIVE SESSION:

The City Council adjourned into Executive Session at 5:00 pm. With City Attorneys Trey Sargent and Julie Fort, and Interim City Manager Rick Chaffin.

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. Proposed resolution in support of special legislation creating and consenting to the creation of Municipal Management District No. 3. (Dynavest) (Petty)
- B. Dynavest Joint Venture v. City of Celina, Texas et al, Cause No. 2010-50356-367, Denton County, Texas, and related development and settlement agreement. (Petty)

Reconvene Into Open Session:

The City Council reconvened into Open Session at 5:08 pm.

- C. Consider and act upon any items discussed in Executive Session.

No action was taken out of Executive Session.

VI. ACTION:

- A. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving Part 1 of 2 Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Creeks of Legacy Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutouchian/Petty)

(2017-05)

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

- B. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and the Phase #1 Assessment Roll for Ownsby Farms 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 Phase #1 Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; providing a method of assessment and the payment of the Phase #1 Assessments, and providing penalties and interest on delinquent assessments. (Ownsby Farms) (Petty)

(2017-06) Councilman Hopkins moved to approve with the amendment to authorize the Mayor Pro Tem to execute the final documents subject to Financial Advisor and Bound Counsel approval.

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

- C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and the Phase #2 Major Improvement Assessment Roll for Ownsby Farms 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 Phase #2 Major Improvement Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; providing a method of assessment and the payment of Phase #2 Major Improvement Assessments, and providing penalties and interest on delinquent assessments. (Ownsby Farms) (Petty)

(2017-07) Councilman Hopkins moved to approve with the amendment to authorize the Mayor Pro Tem to execute the final documents subject to Financial Advisor and Bound Counsel approval.

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

- D. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #1 Project) and approving and authorizing related agreements. (Ownsby Farms) (Petty)

(2017-08) Councilman Hopkins moved to approve with the amendment to authorize the Mayor Pro Tem to execute the final documents subject to Financial Advisor and Bound Counsel approval.

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

- E. Consider and act upon an ordinance of the City Council of the City of Celina, Texas approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2017 (Ownsby Public Improvement District Phase #2 Major Improvement Project) and approving and authorizing related agreements. (Ownsby Farms) (Petty)

(2017-09) Councilman Hopkins moved to approve with the amendment to authorize the Mayor Pro Tem to execute the final documents subject to Financial Advisor and Bound Counsel approval.

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

- F. Consider and act on a resolution determining the costs of certain authorized improvements to be financed by assessments levied on property within The Parks at Wilson Creek Public Improvement District, approving a Preliminary Service and Assessment Plan, including a proposed Assessment Roll, directing the filing of the proposed Assessment Roll to be made available for public inspection, noticing a public hearing for February 14, 2017 to consider an ordinance levying assessments on property within The Parks at Wilson Creek Public Improvement District, directing notice of such public hearing as required by law, and resolving other matters incident and related thereto. (Petty)

(2017-05R)

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

- G. Consider and act to approve (1) the Celina Economic Development Corporation's acquisition of a line of credit from Independent Bank in the amount of \$1.7 million for use in development of the Gigabit City Project; (2) the CEDC's authorization of the initial draw and uses of the funds provided under the Line of Credit, as reflected in the minutes of the January 9, 2017, meeting of the CEDC Board of Directors; (3) authorizing the City Manager or his designee to review and approve future requests for CEDC's draw and use of funds provided under the Line of Credit as needed by the CEDC for development of the Gigabit City Project. (Howard)

Councilman Hopkins moved to approve with the change to (2) "as reflected in minutes of the January 13, 2017, meeting of the CEDC" as noted by the Mayor.

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

VII. ADJOURNMENT:

There being no further comment Mayor Pro Tem Anderson adjourned the meeting at 5:29 pm.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Jan 17, 2017 5:00 PM (Minutes Approval)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Vicki Faulkner, City Secretary
 CC: Rick Chaffin, Interim City Manager
 Date: February 14, 2017
 Re: May General Election Contracts

Action Requested:

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 Marilee SUD, a Joint Election Agreement by and among the City of Celina, Celina Independent School District, Collin College District, Collin County MUD #1, and Marilee SUD and a Joint Election Agreement by and among the City of Celina and Denton County Elections Administrator and political subdivisions of Denton County. (Faulkner)

Background Information:

The May 6th General Election requires services and voting equipment provided by Collin and Denton Counties. The Celina Independent School District, Collin College District, Collin County MUD #1, and Marilee Special Utility District will be sharing Collin County polling place costs with the City of Celina. The City's cost share will rise should one of these district's cancel their election.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The estimated cost of the Collin County Contract with all five entities participating is \$2,441.09. The cost of the Denton County Contract is a flat fee of \$400.00. This flat fee is due to the fact that the City has fewer than 500 registered voters in Denton County.

Legal Review:

The City Attorney has reviewed these contracts.

Supporting Documents:

Contract, Cost Estimate and Agreements are attached.

Staff Recommendation:

Staff recommends approval.

May 6, 2017
Joint General Election
Contract for Election Services
City of Celina/CISD/Marilee SUD
& Collin County MUD #1

Attachment: Collin County Election Services (1922 : Election)

May 6, 2017 Joint General Election

Table of Contents

I.....	Duties and Services of Contracting Officer
II.....	Duties and Services of City, School District, SUD and MUD
III.....	Cost of Election
IV.....	Joint General Agreement
V.....	General Provisions

Exhibits

Exhibit A.....	Early Voting Schedule and Locations
Exhibit B.....	Election Day Vote Centers
Exhibit C.....	Cost of Services
Exhibit D.....	Joint General Agreement

THE STATE OF TEXAS**CONTRACT FOR****COUNTY OF COLLIN §****CITY – SCHOOL CELINA****MARILEE SPECIAL UTILITY DISTRICT****COLLIN COUNTY MUNICIPAL****UTILITY DISTRICT #1****ELECTION SERVICES**

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF CELINA, hereinafter referred to as the "CITY," the BOARD OF TRUSTEES OF THE CELINA INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," the BOARD OF DIRECTORS OF THE MARILEE SPECIAL UTILITY DISTRICT, hereinafter referred to as the "SUD" and the BOARD OF DIRECTORS OF COLLIN COUNTY MUNICIPAL UTILITY DISTRICT #1, hereinafter referred to as the "MUD" and BRUCE SHERBET, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City, School District, SUD and MUD's May 6, 2017 Joint General Election and a City/SUD/MUD Runoff Election, if necessary, on June 10, 2017. An additional cost estimate, early voting calendar, and Election Day polling place schedule will be prepared should a Runoff Election be necessary.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The recommendations of the City, School

District, SUD and MUD will be the accepted guidelines for the number of clerks secured to work in each Vote Center. The presiding election judge of each Vote Center, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will determine the number of clerks to work in the Central Counting Station and the number of clerks to work on the Ballot Board. Election judges shall be secured by the Contracting Officer with the approval of the City, School District, SUD and MUD.

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar); calendar will be provided.

c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.

d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.

B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the Central Counting Station.

c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and election supply cabinets.

2. Supplies include smart cards, sample ballots, provisional forms, maps, labels, pens, tape, markers, etc.

C. The Contracting Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk by the City, School District and SUD.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City, School District, SUD and MUD's May 6, 2017, Joint General Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City, School District, SUD or MUD shall immediately be faxed to the Contracting Officer for timely processing. The original application

shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Officer shall arrange for the use of all Election Day Vote Centers. The City, School District, SUD and MUD shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers. The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Bruce Sherbet. The Tabulation Supervisor shall be Patty Seals.

a. The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the City, School District, SUD and MUD at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City, School District, SUD and MUD as soon as possible after all returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

2. The City, School District, SUD and MUD can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City, School District, SUD and MUD does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City, School District, SUD and MUD in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

II. DUTIES AND SERVICES OF THE CITY, SCHOOL DISTRICT, SUD AND MUD. The City, School District, SUD and MUD shall assume the following responsibilities:

A. The City, School District, SUD and MUD shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. The City, School District, SUD and MUD assume the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City, School District, SUD and MUD shall provide the Contracting

Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Friday, March 3, 2017.

C. The City, School District, SUD and MUD shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The City, School District, SUD and MUD shall deliver to the Contracting Officer as soon as possible, but no later than 5:00 PM Wednesday, February 22, 2017, the official wording for the City, School District, SUD and MUD's May 6, 2017, Joint General Election.

b. The City, School District, SUD and MUD shall approve the "blue line" ballot format prior to the final printing.

D. The City, School District, SUD and MUD shall post the publication of election notice by the proper methods with the proper media.

E. The City, School District, SUD and MUD shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

F. The City, School District, SUD and MUD shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 7, 2017. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury
2300 Bloomdale Rd. #3138
McKinney, Texas 75071**

Made payable to: "Collin County Treasury" with the note "for election services" included with check documentation.

G. The City, School District, SUD and MUD shall pay the cost of conducting

said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

III. COST OF SERVICES. See Exhibit "C."

IV. JOINT GENERAL AGREEMENT. See Exhibit "D".

V. GENERAL PROVISIONS.

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City, School District, SUD and MUD's May 6, 2017, Joint General Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City, School District, SUD and MUD.

C. If the City, School District, SUD or MUD cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 6, 2017, Joint General Election. All actual shared cost incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a May 6, 2017, Joint General Election.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2017.

 Bruce Sherbet
 Collin County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF ____ 2017.

By: _____
 Sean Terry, Mayor
 City of Celina

Attest: _____
 Vicki Faulkner, City Secretary
 City of Celina

WITNESS BY MY HAND THIS THE ____ DAY OF ____ 2017.

By: _____
 Rick DeMasters, Superintendent
 Celina Independent School District

Attest: _____
 Lana Brooks, Secretary
 Celina Independent School District

WITNESS BY MY HAND THIS THE ____ DAY OF ____ 2017.

By: _____
 Denny Brackeen, President
 Marilee SUD

Attest: _____
 Donna Loiselle, Asst. Secretary
 Marilee SUD

WITNESS BY MY HAND THIS THE ____ DAY OF ____ 2017.

By: _____
 Keller Webster, President
 Collin County MUD #1

Attest: _____
 Kenneth Prater, Secretary
 Collin County MUD #1

Attachment: Collin County Election Services (1922 : Election)

Exhibit "A"

MAY 6, 2017 JOINT GENERAL ELECTION

Early Voting Locations and Hours City of Celina, CISD, Marilee SUD & Collin County MUD#1*

Polling Place			Address		City	
Collin County Election Office (Main Early Voting Location)			2010 Redbud Blvd., #102		McKinney	
Celina ISD Administration Building			205 S. Colorado		Celina	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 23</i>	<i>April 24</i>	<i>April 25</i>	<i>April 26</i>	<i>April 27</i>	<i>April 28</i>	<i>April 29</i>
	8am – 5pm	8am – 5pm	8am – 5pm	8am - 7pm	8am - 5pm	8am - 5pm
<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>	<i>May 5</i>	<i>May 6</i>
	7am – 7pm	7am – 7pm				7am – 7pm Election Day

* City, School District, SUD and MUD voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

Attachment: Collin County Election Services (1922 : Election)

Exhibit "B"

MAY 6, 2017**JOINT GENERAL ELECTION****Election Day Vote Centers****City of Celina, CISD, Marilee SUD & Collin County MUD #1***

Precincts	Location	Address	City
"VOTE CENTER"	Celina ISD Administration Bldg.	205 S. Colorado	Celina

*City, School District, SUD and MUD voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

Attachment: Collin County Election Services (1922 : Election)

JOINT ELECTION AGREEMENT

between

The City Council of the City of Celina (the City), the Board of Trustees of the Celina Independent School District (CISD), known as (the School), the Board of Director's of the Marilee Special Utility District (SUD) and the Collin County Municipal Utility District #1 (MUD) and the Board of Trustees of Collin College District (the College).

BY THE TERMS OF THIS AGREEMENT, the City, the School, SUD, MUD and the College, do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Election and Special Election should it be called, of the City and the General Election and Special Election should it be called, of the School District and the College and the General Election and Special Election should it be called of the SUD and MUD to be held on Saturday, May 6, 2017. The entities have contracted with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on their behalf.

The City, CISD, SUD, MUD and the College shall share equally in shared expenses applicable for the Early Voting location and Election Day Vote Center at the Celina ISD Administration Building. Expenses include polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election upon receipt of satisfactory billing and invoices reflecting the total of such election.

Tabulation and centralized costs shall be shared equally between the number of entities holding an election on May 6, 2017. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the May 6, 2017, Joint General & Special Election of the City, the School District, the SUD, the MUD and the College; they will be liable only for the contract preparation fee of \$75.00.

APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS in its meeting held the _____ day of _____, 2017, and executed by its authorized representative.

By: _____
Sean Terry, Mayor
City of Celina

Attest: _____
Vicki Faulkner, City Secretary
City of Celina

Attachment: Collin County Election Services (1922 : Election)

APPROVED BY THE TRUSTEES OF THE CELINA INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2017, and executed by its authorized representative.

By: _____
Rick DeMasters, Superintendent
Celina Independent School District

Attest: _____
Lana Brooks, Secretary
Celina Independent School District

APPROVED BY THE BOARD OF DIRECTORS OF THE MARILEE SPECIAL UTILITY DISTRICT in its meeting held the _____ day of _____, 2017 and executed by its authorized representative.

By: _____
Denny Brackeen, President
Marilee SUD

Attest: _____
Donna Loiselle, Asst. Secretary
Marilee SUD

APPROVED BY THE BOARD OF DIRECTORS OF THE COLLIN COUNTY MUNICIPAL UTILITY DISTRICT #1 in its meeting held the _____ day of _____, 2017 and executed by its authorized representative.

By: _____
Keller Webster, President
Collin County MUD #1

Attest: _____
Kenneth Prater, Secretary
Collin County MUD #1

APPROVED BY THE TRUSTEES OF THE COLLIN COLLEGE DISTRICT in its meeting held the _____ day of _____, 2017, and executed by its authorized representative.

By: _____
H. Neil Matkin, Ed.D. District President
Collin College

Attest: _____
Kim Davison, Sr. Vice President
Collin College

ESTIMATED COSTS FOR CITY OF CELINA

May 6, 2017

Exhibit "C"

SUPPLY COST

Number of Early Voting Locations	1			
Number of Election Day Locations	1			
Sample Ballots		Units	Cost Celina	Units
Early Voting Mail Ballots		0	\$0.00	200
Precinct Ballot Setup		0	\$0.00	25
Precinct Ballots		0	\$0.00	2
Early voting and election day kits		0	\$0.00	25
Central Counting kit and supplies		0	\$0.00	2
County Precinct Maps		0	\$0.00	1
Printer Labels		0	\$0.00	2
		0	\$0.00	5
				\$26.35

Total		\$0.00		\$247.68
Number of Entities Sharing Costs	1			5
SubTotal		\$0.00		\$49.54
Grand Total				\$49.54

EQUIPMENT RENTAL COST

Number of Early Voting Locations	1			
Number of Election Day Locations	1			
Voting Machines (7's)		Units	Cost Celina	Units
Voting Machines (6's)		0	\$0.00	4
Transfer Cases		0	\$0.00	4
Metal Signs		0	\$0.00	2
Wood Signs		0	\$0.00	4
EV Security Cabinets		0	\$0.00	2
EV Computer Cabinet		0	\$0.00	1
ED Security Cabinets		0	\$0.00	1
EV/ED Cabinet Drayage		0	\$0.00	1
		0	\$0.00	2
				\$276.00

Total		\$0.00		\$2,144.00
Number of Entities Sharing Costs	1			5
SubTotal		\$0.00		\$428.80
Grand Total				\$428.80

EARLY VOTING

Number of Early Voting Locations
Workers each location

	1				
Mailed Ballot Kits	3				
Postage for Ballots	0	\$1.00 each	25	\$25.00	
Assemble EV Location	0	\$0.88 each	25	\$22.00	
Total Judge Hours	0	\$50.00 each	1	\$50.00	
Overtime Judge Hours	0	\$12.00 hour	68	\$816.00	
Total Alt. Judge & Clerk Hours	0	\$18.00 hour	23	\$414.00	
Overtime Alt. Judge & Clerk Hours	0	\$10.00 hour	136	\$1,360.00	
Pickup & Delivery of Supplies	0	\$15.00 hour	46	\$690.00	
	0	\$25.00 each	1	\$25.00	

Total
Number of Entities Sharing Costs

SubTotal

Grand Total

ELECTION DAY

Number of Election Day Locations
Workers each location

	1				
Total Judge Hours	3				
Total Alt. Judge & Clerk Hours	0	\$12.00 hour	14	\$168.00	
Pickup & Delivery of Supplies	0	\$10.00 hour	28	\$280.00	
	0	\$25.00 each	1	\$25.00	

Total
Number of Entities Sharing Costs

SubTotal

Grand Total

ADMINISTRATIVE EXPENSES

Number of Early Voting Locations
Number of Election Day Locations

	1				
Manual Recount Deposit	1				
Process Pollworker Checks	0	\$60.00 each	1	\$60.00	
Process Election Judge Notices	0	\$1.50 each	6	\$9.00	
	0	\$1.50 each	4	\$6.00	

Total
Number of Entities Sharing Costs

SubTotal

Grand Total

TABULATION

Tabulation Network	\$4,000.00
Election Night Vendor Support	\$1,800.00
Notice of Inspection/Tabulation Test	\$2,250.00
Total	\$8,050.00
Number of Entities	34
Total	\$238.76

PROGRAMMING

Dominion Project Management	\$5,000.00
Full Service Programming w/Audio	\$14,000.00
Total	\$19,000.00
Number of Entities	34
Total	\$558.82

CENTRALIZED COSTS

Early Voting Ballot Board	\$2,000.00
Cost for Central Count Workers	\$1,400.00
PICA on Election Workers	\$4,500.00
Assemble EV Location	\$50.00
Early Voting Machines in McKinney (6)	\$1,100.00
Early Voting Personnel in McKinney	\$4,000.00
Warehouse Gas Mileage	\$1,200.00
County Overtime and Temporaries	\$35,000.00
PICA for County Employees	\$2,500.00
Total	\$51,750.00

Full Service Jurisdictions - 1,464,745 voters

Plano ISD - 201,958	14% of Total = \$7,245.00
City of Murphy - 11,837	08% of Total = \$414.00
City of Parker - 3,086	Flat Fee - \$125.00
City of Plano - 157,059	11% of Total = \$5,682.50
City of McKinney - 92,862	6% of Total = \$3,105.00
McKinney ISD - 73,530	5% of Total = \$2,287.50
CCCC - 526,033	36% of Total = \$18,112.50
City of Allen - 56,819	4% of Total = \$2,070.00
Allen ISD - 57,018	4% of Total = \$2,070.00
City of Anna - 6,037	04% of Total = \$212.18
Anna ISD - 7,995	05% of Total = \$258.75
City of Blue Ridge - 440	Flat Fee - \$125.00
Blue Ridge ISD - 2,113	Flat Fee - \$125.00
City of Celina - 4,758	03% of Total = \$155.25
Celina ISD - 6,453	04% of Total = \$212.18
City of Fairview - 6,933	04% of Total = \$212.18
Lovely ISD - 10,823	07% of Total = \$377.78
City of Frisco - 51,247	3% of Total = \$1,552.50
Frisco ISD - 80,594	5.5% of Total = \$2,846.25
Farmersville - 1,561	Flat Fee - \$125.00
Farmersville ISD - 4,745	03% of Total = \$155.25
City of Luvon - 2,007	Flat Fee - \$125.00
City of Lucas - 4,547	03% of Total = \$155.25
City of Melissa - 5,030	04% of Total = \$212.18
Melissa ISD - 6,209	Flat Fee - \$125.00
City of Nevada - 722	04% of Total = \$212.18
Community ISD - 6,558	Flat Fee - \$125.00
Town of New Hope - 482	06% of Total = \$310.50
Princeton ISD - 8,963	07% of Total = \$377.78
City of Prosper - 10,537	1.4% of Total = \$724.50
Prosper ISD - 20,225	Flat Fee - \$125.00
Town of St. Paul - 680	1.8% of Total = \$828.00
City of Wylie - 24,823	Flat Fee - \$125.00
N. Collin WSC - 1,245	Flat Fee - \$125.00
Marble SLUD - 1,669	Flat Fee - \$125.00
Coppell Water - 2,033	03% of Total = \$155.25
East Fork SLUD - 3,972	Flat Fee - \$125.00
Nevada WSC - 1,063	Flat Fee - \$125.00
Collin County MUD #1 - xxx	

SUMMARY OF COSTS FOR CITY OF CELINA

SUPPLY COST	\$49.54
EQUIPMENT RENTAL COST	\$428.80
EARLY VOTING	\$680.40
ELECTION DAY	\$94.60
ADMINISTRATIVE EXPENSES	\$15.00
TABULATION/PROGRAMMING COSTS	\$795.58
CENTRALIZED COSTS	\$155.25
Total	\$2,219.17
10% Administrative Fee	\$221.92
Grand Total	\$2,441.09
90% Deposit due by 4/07/17	\$2,196.98

THE STATE OF TEXAS
COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Denton County:

Insert jurisdictions

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 6, 2017 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 6, 2017.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Denton County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Denton County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Denton County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those polling places where jurisdictions overlap.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating

authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all electronic voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Denton County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). All Early Voting and Election Day locations shall be located in Denton County. The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for the use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 6, 2017 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 6, 2017 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 6, 2017 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election official who is fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the rate of \$9 per hour.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County (\$11 an hour for presiding judges, \$10 an hour for alternate judges, and \$9 an hour for clerks) pursuant to Texas Election Code

Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's electronic voting system and equipment, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. Any additional required materials (required by the Texas Election Code) must be provided by the entity, and delivered to the Elections Office 33 days (April 3, 2017) prior to Election Day. If this deadline is not met, the materials must be delivered by the entity, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Said list must be in a Word document, the information must be in an upper and lower case format, be in an Arial 10 point font, and contain candidate information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot and the audio recording of the ballot, insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), and other political subdivisions.

Early Voting by Personal Appearance and voting on Election Day shall be conducted exclusively on Denton County's eSlate electronic voting system.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist

in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address for the Denton County Early Voting Clerk is:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Elections@dentoncounty.com

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots, that are sent by a contract carrier (ie. UPS, FedEx, etc.) should be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Elections@dentoncounty.com

The Elections Administrator shall post on the county website each participating authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 8:00 a.m. each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Frank Phillips, Denton County Elections Administrator
Tabulation Supervisor:	Kerry Martin, Deputy Denton County Elections Administrator
Presiding Judge:	Early Voting Ballot Board Judge
Alternate Judge:	Early Voting Ballot Board Alternate Judge

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated by posting on the Elections website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Denton County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating entities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or his designee, no later than three days after Election Day of the date of the canvass.

The Elections Administrator shall prepare and deliver by email to each participating entity, the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 6, 2017 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 10, 2017.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one election day polling place, there shall be no charges or fees allocated to the participating authority for the cost of election day polling places in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the costs associated with the polling place where it has the greatest number of registered voters.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Each participating authority agrees to pay the Denton County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with any individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided for by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an election day polling place or early voting site within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Elections Office Staff, and any unforeseen expenses needed to conduct the election, will be borne by the Participating Authority or Authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee, if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting site located at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outlined in this contract or on the calendar (Attachment C) may result in additional charges, including but not limited to, overtime charges, etc.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 6, 2017 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election.

[illegible]

XVII. SIGNATURE PAGE (separate page)

Revised 1.12.2017 (9:40 a.m.)

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the ____ day of _____, 2017 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the ____ day of _____, 2017 been executed on behalf of the City of Celina pursuant to an action of the Celina City Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE City of Celina:

APPROVED:

ATTESTED:

Mayor

City Secretary

Attachment: Denton County Election Agreement (1922 : Election)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rick Chaffin, Interim City Manager
Date: February 14, 2017
Re: Contract cancellation

Action Requested:

Consider and act to ratify cancellation of a contract by and between the City of Celina and Focused Advocacy for legislative services. (Chaffin)

Background Information:

Board Review/Citizen Input:

N/A

Alternatives:

Financial Considerations:

Legal Review:

The City Attorney has reviewed the contract for cancellation terms.

Supporting Documents:

N/A

Staff Recommendation:



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: February 14, 2017
Re: Request for Qualifications on Old Celina Park Expansion Project

Action Requested:

Consider and act upon award of qualifications to Dunkin Sims Stoffels for design and development of the Old Celina Park Expansion and authorize the city manager to negotiate and execute a contract. (Davis)

Background Information:

This is for the design and development of the recently added 19 acres to the Old Celina Park.

Board Review/Citizen Input:

Members of the Park Board participated in the selection of the winning company.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Qualifications submitted by the winning company.

Staff Recommendation:



REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL/ENGINEERING SERVICES FOR THE EXPANSION OF OLD CELINA PARK CITY OF CELINA, TEXAS

**DUNKIN
SIMS
STOFFELS
INC.**

Proposal Submitted By:

Dunkin Sims Stoffels, Inc.
Landscape Architects / Planner
622 WEST STATE STREET
GARLAND, TEXAS 75040 214-553-577

September 22, 2011

Attachment: RFQ for City of Celina 9-20-16 TG (1929 : Park Qualification)



September 22, 2016

Mr. Michael Montgomery
City of Celina
142 N. Ohio
Celina, Texas 75009

Dear Mr. Montgomery:

Dunkin Sims Stoffels, Inc. is pleased to submit our qualifications for Architectural/Engineering Services for the expansion of Old Celina Park in Celina, Texas.

We strive to provide unique and comprehensive solutions in our projects that will meet and exceed our client's goals, objectives and visions. We would welcome the opportunity to work with the City of Celina on this project.

Dunkin Sims Stoffels, Inc. has the experience and expertise required for a project of this importance to the City of Celina. Expansion of the park should address the needs of today's increasingly diverse population including the aging, youth, family and adjacent neighborhood areas. We understand how design decisions will affect the long term maintenance costs of parks and we have the experience to work with the public and special groups to gain support and address the needs for the expansion of Old Celina Park.

Design and construction of a municipal park is unique and different from any other municipal public work project. Park Design includes professional disciplines of landscape architecture and park planning, architecture, civil engineering and electrical engineering. Dunkin Sims Stoffels, Inc. understands these essential requirements and has assembled a Project Team with the experience and expertise necessary for a project of this importance to the City of Celina. Our Team can provide the experience necessary to complete the tasks outlined in your Request for Qualifications.

Dunkin Sims Stoffels, Inc. will be the primary/lead firm and will be assisted by Birkhoff, Hendricks & Carter, L.L.P., Civil Engineers, and Magee Architects, L.P.

Again, we appreciate the opportunity to submit our statement of qualifications and embrace both the opportunity and prospect of working with the City of Celina. If there is any additional information we can provide please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dennis Sims".

Dennis Sims, RLA
Principal

Attachment: RFQ for City of Celina 9-20-16 TG (1929 : Park Qualification)



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SPECIFIC PROJECT EXPERIENCE WITH CITY OF CELINA



PROPOSED PROJECT SCHEDULE



APPENDIX



GENERAL FIRM OVERVIEW

A general firm overview that describes ownership structure, office locations, staff by type, years in business and services offered. If Consultants are proposed, the same information shall be required.

GENERAL FIRM OVERVIEW – DUNKIN SIMS STOFFELS, INC.

Location: 622 State Street
Garland, Texas 75040
214-553-5778
Fax: 214-553-5781

Ownership Structure: Type "S" Corporation

Officers: Dennis Sims – President and Treasurer
Robert Stoffels – Vice President and Secretary

Primary Contact: Dennis Sims
214-553-5778
dsims@dssland.com



Valley Ridge Park
Cedar Hill, Texas

INTRODUCTION

Dunkin Sims Stoffels, Inc. designed the firm's first Athletic Complex for the City of McKinney in 1986. This project consisted of six adult softball fields, a restroom/concession facility, playground and parking. We have since designed numerous athletic complexes with an estimated construction value of \$150,000,000.00. During the past several decades we have acquired a strong understanding of the needs and requirement of players, spectators, visitors, vendors and maintenance staff. All these elements must be considered and addressed in the final design to ensure the development of a successful park and/or athletic complex. Because of these opportunities and experience we have developed a solid reputation in designing these facilities and working with municipalities. We know and understand the importance of assembling the design team with the experience and expertise to address all aspects of the Old Celina Park Expansion project.

FIRM PHILOSOPHY

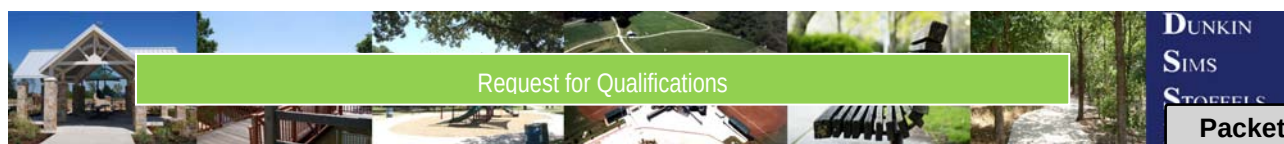
Dennis Sims and Bob Stoffels, principals in Dunkin Sims Stoffels, Inc. (DSS), each have thirty-five years of landscape architecture and parking planning experience, and are dedicated to providing high quality consulting and design services to primarily municipal and other public sector clients. Mr. Sims' and Mr. Stoffels' knowledge of landscape architecture and parking planning is drawn from years of experience in the profession and their involvement with over 60 Cities and Towns across the State.

PROJECT SERVICES

Dunkin Sims Stoffels, Inc. is capable of providing a wide range of professional landscape design/planning services for municipal clients, including the following:

- Park Master Planning design and development;
- Municipal park, recreation, and open space planning;
- Texas Park & Wildlife Department (TPWD) grant applications;
- Detailed site analysis and development studies;
- Landscape architecture design services;
- Special area design and feasibility studies; and
- Capital improvement programming.

Dunkin Sims Stoffels, Inc. has written over 65 Grant Applications for submission to the TPWD and prepared construction documents and specifications for TPWD projects. This is a direct benefit in developing a Park Master Plan for the City of Celina as it relates to the TPWD Grant process.



GENERAL FIRM OVERVIEW – BIRKHOFF, HENDRICKS & CARTER, L.L.P.

Location: 11910 Greenville Avenue, Suite 600
Dallas, Texas 75243
214-361-7900 Fax: 214-461-8390

Ownership Structure: Limited Liability Partnership in the State of Texas

Officers: John W. Birkhoff, P.E. – Managing Partner
Gary C. Hendricks, P.E., R.P.L.S. – Alt. Managing Partner

Primary Contact: Gary Hendricks, P.E.
214-361-7900
ghendricks@bhcllp.com

INTRODUCTION

Birkhoff, Hendricks & Carter, L.L.P. (BHC) was founded in Dallas, Texas in 1969 to provide consulting engineering services primarily to municipalities and other governmental agencies. The firm has been in business as a Texas Partnership for over 47-years. The Firm has a total of 24 people on staff, which includes eight (8) licensed professional Civil Engineers, AutoCAD Technicians, Office Support Staff and Field Surveyors. *"Our mission remains today to provide quality consulting engineering services for small and medium size municipalities and other governmental agencies in the North Texas area".*

PROJECT SERVICES

Birkhoff, Hendricks & Carter, L.L.P. provides a wide range of services which include the following:

- Transportation System Design (Streets, Highways and Tollways)
- Storm Water Drainage System Design and Flood Studies
- Water Distribution, Pumping and Storage Designs
- Wastewater Collection, Force Mains, Lift Stations, and Treatment Designs
- Pump Station Design and Rehabilitation
- Professional Land Surveying and Topographic Field Surveys
- Capital Improvement Programs (Water, Wastewater, Storm Drainage & Transportation)
- Ground Storage Reservoirs
- Impact Fee Analysis (Water, Wastewater, Storm Drainage and Transportation)
- Master Plan Preparation (Water, Wastewater, Storm Drainage and Transportation)
- Roadway Rehabilitation
- SCADA
- Tank Repainting & Rehabilitation
- Water & Sewer Line Rehabilitation
- Other Specialized Municipal Services

With our focus toward medium and small municipalities, we cater to the specific needs of the client. These needs include full engineering services for the design of projects, performing surveys, evaluation and preparation of reports and recommended alternatives, participation in the creation of capital improvement programs, water distribution, sanitary sewer and storm water hydraulic modeling, performing surveys and drafting services for the City's designed projects.

GENERAL FIRM OVERVIEW – MAGEE ARCHITECTS, L.P.

Location: 2824 W. 7th Street, Suite 100
Fort Worth, Texas 76107
817-731-9392 Fax: 817-731-9397

Ownership Structure: Limited Partnership

Officers: Alan R. Magee, AIA. – Principal and Owner

Primary Contact: Alan R. Magee, AIA
817-731-9392
amagee@magee-architects.com

INTRODUCTION

Magee Architects, L.P. is an architectural firm with a strong emphasis in municipal and public architecture. Magee Architects has been in business since February, 1984. As such, Magee Architects has been able to build a 32-year track record of success as evidenced by our many repeat clients such as the City of Mansfield, the City of Grand Prairie, the City of Burleson, the City of Crowley, the City of Watauga, and Johnson County. Magee is a limited partnership that employs seven full time employees. Alan Magee is the principal owner of the firm.

FIRM PHILOSOPHY

Magee Architect's design and project management philosophy is very simple: provide the client quality building design and great service through strong team dynamics. Our reputation for quality design, attention to detail, and remarkable service to our clients has been established through commissions over the past 32 years.

First and foremost, we listen to what the client has to say. We then translate that information into design, uniquely tailored for that client's needs. Good communication and teamwork are essential in all phases of the project. We are accessible at all times and welcome regular meetings, in private and public forums, to ensure that all aspects of the project are meeting expectations.

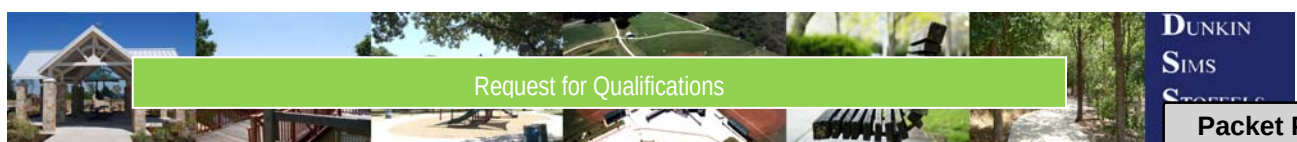
PROJECT SERVICES

Magee Architects, L.P. uses holistic approach to designing a project. This holistic approach to design includes planning the building and the entire site to function together. Each component is considered part of a greater whole. This forces the entire project to be considered from the start and decisions made earlier in the design process have lower costs associated with them. In addition, sustainable architecture is a practice that Magee Architects consistently incorporates into our designs. By using resources efficiently, both in an environmental and economic sense, we have been able to provide more cost-effective buildings for our clients.

Magee Architects, L.P. provides the following services:

- Architectural Design
- Programming
- Interior Design

By designing with sustainable architecture, Magee Architects has enjoyed success in completing high quality buildings that last longer, cost less to operate and maintain, and provide greater occupant satisfaction.

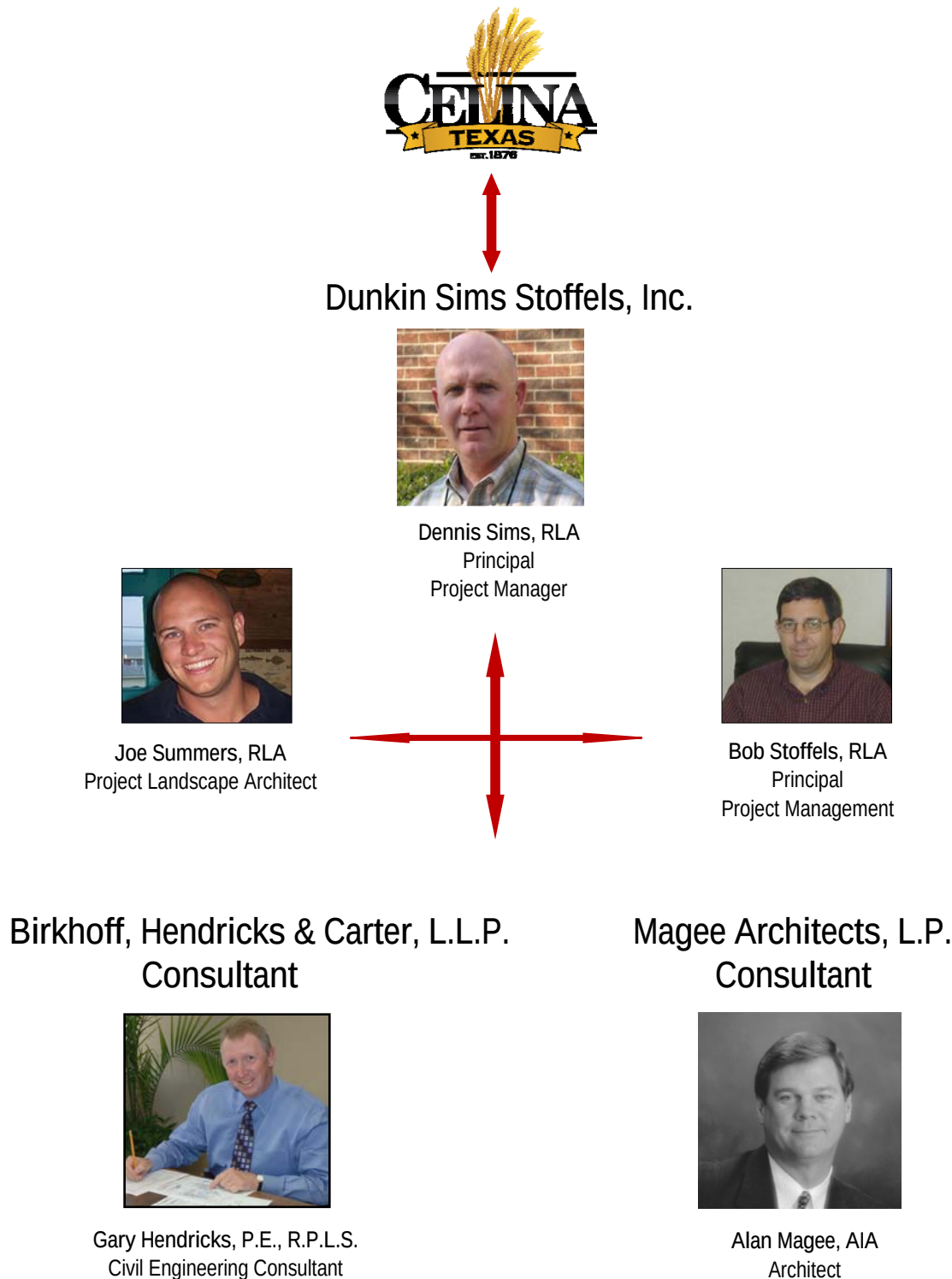




ORGANIZATIONAL CHART

An organizational chart showing key staff members for each position required, including consultants.

ORGANIZATIONAL CHART



Attachment: RFQ for City of Celina 9-20-16 TG (1929 : Park Qualification)



EXPERIENCE WITH DIFFERING PROJECT DELIVERY METHODS

Experience with differing project delivery methods with a specific example of each similar in scope and type to the proposed project.

CONSTRUCTION MANAGER AT RISK (CMR)

Dunkin Sims Stoffels, Inc. has delivered projects with a CMR and have found this to be a successful and proven process. Project costs are defined and this process provides a defined Guarantee Max Price to the Owner. The advantage is the CMR works with the City and Consultant to evaluate and value engineer the final product.

City projects that were done using the Construction Manager at Risk delivery method:

▪ Midlothian Community Park	Midlothian, Texas	\$ 8,000,000.00
▪ Sanger Porter Park	Sanger, Texas	\$ 2,200,000.00
▪ Murphy Central Park	Murphy, Texas	\$ 4,200,000.00
▪ Big League Dreams	Mansfield, Texas	\$22,000,000.00

SEALED COMPETITIVE BIDS

All other projects of Dunkin Sims Stoffels, Inc. are Sealed Competitive Bids as this was the traditional method of delivery. We prefer CMR because the City can interview contractors which have proven park construction experience which deliver a proven and better product for the City.



PROJECT APPROACH

Project approach describing the firm's recommendation for project execution.

PROJECT APPROACH

The following will outline our project approach and detail the services we will provide to the City of Celina for the Old Celina Park Expansion.

SITE INVENTORY

Base Mapping and Data

Base mapping information and data will be assembled, reviewed, and documented for the site. This is an essential step which aids in the conceptual development and determines whether or not the desired park elements can be accommodated in the area of redevelopment. We will incorporate these elements and supplement where needed. Typically the elements that are reviewed include:

- Site Visit and Analysis
- Existing Recreational Facilities
- Topography
- Drainage Ways and Hydrology/Floodplain
- Utility Easements/Utilities
- Vehicular access
- Other relevant elements



Needs Assessment & Interviews

Public projects that have been most successful have one common theme – communication between the community, Municipal Staff, and the Project Team. Without this collaboration, no public project can reach its ultimate potential. We apply previously successful, proven approaches regarding the public involvement process to foster collaboration through all phases. We understand the importance of public input and have the experience to facilitate, listen, document and process the findings. Dennis Sims is well regarded for his abilities to organize a series of public meetings that will secure valuable information and promote project support from the community. Through this experience in preparation of municipal park master plans and master plans similar to Old Celina Park he has moderated over 100 such meetings.

User Groups, Scoping Interviews, Neighborhood Associations

We will meet with the potential user groups and adjacent neighborhood associations to gain an understanding of their needs and objectives for the park. These interviews or meetings may be conducted at City Hall or other areas of the city, if meeting space is available.

City Wide Public Input Meetings

We will attend and moderate a minimum of two (2) City Public Input Meetings to listen to Celina Citizens. Base information regarding the parks redevelopment will be provided before the meeting and citizen input will be documented and analyzed.

Demand Based/Level of Service

The Consultant will evaluate the participation numbers in the various youth and adult sports organizations in Celina. Participation numbers will also be evaluated for other organized groups which use park and recreational facilities. A participation numbers for each league or organization will be evaluated against the facilities available to that organization. All of the existing recreational facilities in the City of Celina will also be evaluated in terms of the standard of play available for each field, such as lighted facilities versus unlighted, and games played per week on any one field. The supply of parking, concession/restroom facility, fence lines, base lines, soccer field sizes and geographical location will be evaluated in the level of service assessment. This includes all organized leagues or associations in Celina.

DETERMINING PROGRAM ELEMENTS

Meetings will be held with the City of Celina Parks and Recreation Department and any other city departments to determine their goals and objectives for the Old Celina Park Expansion project. Primary topics would include the recommended program elements as outlined in this Request for Qualifications and possible program elements for a Master Plan which would have to be built in phases. Needs Assessment responses from the public and/or "Project Group" will be presented and discussed. The interchange of ideas and facts between the Project Team, City Staff, and the City of Celina are the most important in the overall process. The Plan must be in scale to recreational needs and must be affordable by the City.

Once there is a clear understanding of the basis for projecting future needs and desires of the City, we will work with the City to define the final direction, purpose and scope for the Plan.

PROJECT APPROACH – CONCEPTUAL DEVELOPMENT

Concept Drawings

Based on public and staff input, Dunkin Sims Stoffels, Inc. will evaluate the accommodations of the proposed park elements. Dunkin Sims Stoffels, Inc. will then prepare Conceptual Master Plan alternates for the Old Celina Park Expansion project. The selected elements will be illustrated in a scaled functional relationship to the site characteristics and space available. Existing recreational and support facilities will be considered in the conceptual plans. Required parking spaces, restroom/concession buildings, playgrounds, and other aspects of the expansion will be illustrated. Based on our experience, there can be as many as four (4) to five (5) alternates to discuss. The positive and negative points will be presented to City Staff for review and comment. Preliminary cost estimates will be prepared for each concept.

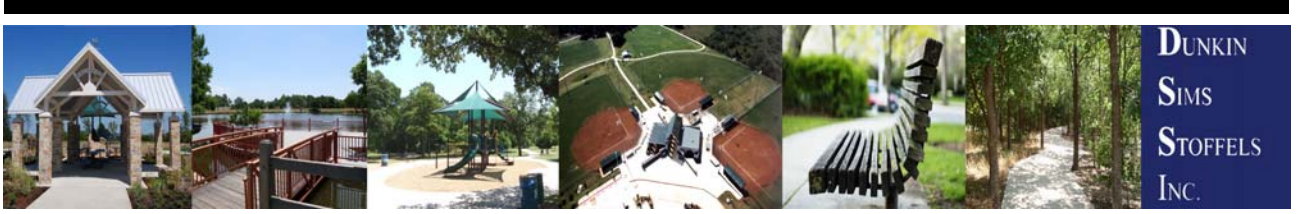


Old Celina Park Expansion

The selected conceptual plan or combination of components from the several plans will be developed into the final master plan for the parks redevelopment based upon comments from City Staff.

The final product for the Master Plan will be on an 8 ½ x 11 bound report outlining the process, funding and final Master Plan. The report will outline construction cost, construction timing, Texas Parks and Wildlife Department Grant funds and possible funding and construction phasing.

Once City Staff and Dunkin Sims Stoffels, Inc. have agreed on a final master plan we will present the master plan to the public, Parks and Recreation Board and City Council for their review, comment and approval.



EXAMPLES OF PROJECTS OF SIMILAR SCOPE

Up to 3 examples of projects of similar scope, type and duration. Include the following information for each: Year completed, construction budget, team members in key roles also proposed for this RFQ.

EXAMPLES OF PROJECT OF SIMILAR SCOPE



Lewisville,
Texas

Railroad Street Athletic Complex
(200 Acres)

2005-2009

\$20,200,000.00

The Park has been awarded the Building of America Gold Award, Gold Metal.

- | | |
|--|---------------------------------|
| 1 Championship Softball/Baseball Field – Seats Approximately 250 | Four Lighted Football Fields |
| 3 Lighted Softball/Baseball Fields | Skate Park (\$1,100,000.00) |
| 8 Lighted Soccer Fields | 3 Concession/Restroom Buildings |
| Dog Park – 6.5 Acres | On-Site Maintenance Facility |
| 1 Restroom Building | |
| Perimeter Hike & Bike Trail – Approximately 2 miles | |

Owner: City of Lewisville, 1197 W. Main, Lewisville, Texas 75029

Contact: Bob Monaghan, Director of Parks and Leisure Services (972) 219-3552

Budget: \$18,750,000 – Owner selected add alternates

Team Leader: Bob Stoffels, RLA

Civil Engineers: Birkhoff, Hendricks & Carter, L.L.P.

Architect: Magee Architects, L.P.

Project Delivery Method on this project was Sealed Competitive Proposals with Qualifications



Midlothian,
Texas

Midlothian Community Park
(104 Acres)

2012 - Present

\$20,000,000.00*

7 Softball/Baseball Fields
9 Soccer/Football Fields
1 Soccer/Football Stadium
Amphitheater
Concession/Restroom Buildings
Ponds

Pavilions
Playground Structures
Spray Ground
Maintenance Service Building
Landscaping
Parking/Access Roads

Owner: City of Midlothian, 104 W. Ave E, Midlothian, Texas 76065

Contact: Billy King, Parks & Recreation Manager (972) 775-7176

Budget: Master Plan Estimate \$20,000,000* Phase I - \$8,000,000

Team Leader: Dennis Sims, RLA

Project Delivery Method used on this project was Construction Manager at Risk (CMR)



Murphy,
Texas

Murphy Community Park
(60 Acres)

2013

\$5,000,000

Amphitheater
2 Multi-Use Sports Fields
Hike/Bike Trails
Restroom/Concession Building
Sprayground

Playground Structure
Pavilion/Picnic Facilities
Pond – 2 Acres
Landscaping
Parking/Access Roads

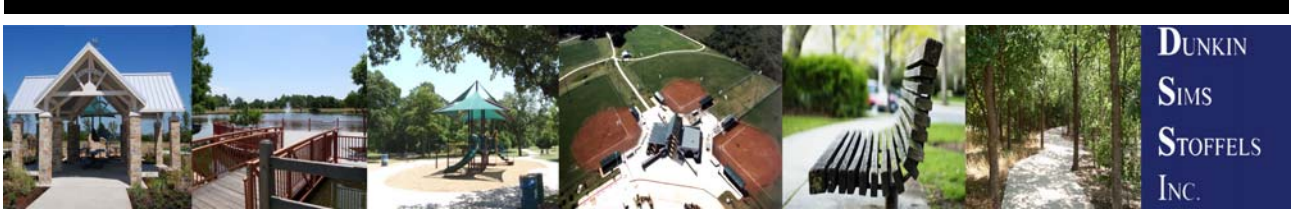
Owner: City of Murphy, 206 N Murphy Road, Murphy, Texas 75094

Contact: Matt Foster (972) 468-4007

Budget: \$5,000,000 – Completed within Budget

Team Leader: Dennis Sims, RLA

Project Delivery Method used on this project was Construction Manager at Risk (CMR)



SPECIFIC PROJECT EXPERIENCE WITH CITY OF CELINA

A list of specific project experience directly for the City of Celina within the past 5 years. A second list of projects for any client within the City of Celina within the past 5 years.

SPECIFIC PROJECT EXPERIENCE WITH THE CITY OF CELINA

Birkhoff, Hendricks & Carter, L.L.P.

The following list is a history of completed projects with the City of Celina by Birkhoff, Hendricks & Carter, L.L.P. They have not worked with any other client within the City of Celina.

Dunkin Sims Stoffels, Inc. & Magee Architects, L.P. have not worked within the City of Celina on any projects.

Water Projects	
2007141	2007 TCDBGP Water Line Replacements
2003117	Downtown Pump Station Rehabilitation
2004129	F.M. 1461 Water Line
2006107	North Preston Lakes 12-inch Water Line
2002162	North Preston Lakes Waterline
2003115	Upper Trinity Delivery Point No. 1 Ground Storage Reservoir
2003114	Upper Trinity Delivery Point No. 1 Pump Station
2002160	Water and Wastewater Master Plans
2002169	Water, Wastewater and Roadway Impact Fee Update
Water & Sewer Projects	
2004157	2005 Downtown Water and Sewer Rehabilitation Program
2003116	F.M. 428 Water Line
Unclassified Projects	
2002165	City's Annexation Map
2006159	Floodplain Development Ordinance Revision
2002161	Subdivision Ordinance
Transportation Projects	
2004156	2005 Street Rehabilitation Program
2009125	County Road 5 Paving and Drainage Improvements
2003138	CR 53 Paving Improvements
2006108	Downtown Comprehensive Capital Improvement Plan
2005120	S.H. 289 Left Turn at C.R. 53
Sewer Projects	
2005113	Old Celina Park Lift Station
2005133	Utah & Arkansas Dr. Sewer Rehabilitation

Field Surveys Projects	
2011113	Celina Square Renovation Construction Surveys
2006177	Doe Branch Maintenance Easements
Drainage Projects	
2004158	Downtown Storm Drainage Master Plan



PROPOSED PROJECT SCHEDULE

Proposed project schedule meeting the key dates previously discussed. (1 page)

PROJECT SCHEDULE

All members of the project team have the available manpower, man hours, equipment and computer technology to provide the services required for the Old Celina Park Expansion in Celina, Texas. This schedule is based on our past experience with these types of projects.

Proposed Project Schedule OLD CELINA PARK EXPANSION City of Celina, Texas													
	October 2016	November	December	January 2017	February	March	April	May	June	July	August	September	October
Kick-Off Staff Meeting	■												
Site Visit, Documentation / Base Map	■	■											
Public Input Process		■	■										
Prepare Concept Plans for City Staff			■	■									
Preliminary Cost Estimates			■	■									
Design Revisions (Based on Comments)				■	■								
Present Preliminary Master Plan					■	■							
Prepare Master Plans with Cost Estimates					■	■							
Prepare Construction Documents & Specifications						■	■	■	■				
Determine Construction Method & Bid								■	■	■			
Present to City Council Bid & Contract Award										■	■		
Park Construction (Nine Months)													→

Final completion data will be determined by Council and Park Board meeting schedule during the process.

Attachment: RFQ for City of Celina 9-20-16 TG (1929 : Park Qualification)



DUNKIN
SIMS
STOFFELS
INC.

APPENDIX

Resumes of Key Task Leaders

DUNKIN SIMS STOFFELS, INC.



DENNIS G. SIMS, RLA, ASLA

DUNKIN SIMS STOFFELS, INC. - PROJECT MANAGER

For 34 years, Dennis Sims has been involved with Landscape Architecture and Master Planning. His primary responsibilities include the coordination, development, and supervision of the firm's landscape architectural/park planning projects. This encompasses park master planning, design development, construction documentation and observation, and comprehensive park master plans for municipalities.

Years Experience

Dunkin Sims Stoffels, Inc. – 35 Years

Education

Bachelor of Science in Landscape Architecture
Texas A&M University – 1981

Registration

Registered Landscape Architect: Texas

Representative projects include:

- Wilson Creek Greenbelt Park – McKinney, Texas
- Valley Ridge Community Park, Cedar Hill, Texas
- Russell Creek Park Athletic Complex – Plano, Texas
- Green Valley Community Park – North Richland Hills, Texas
- W. Community Park Boys Baseball Complex – McKinney, Texas
- Lampasas Sports Complex – Lampasas, Texas
- Red Oak Park – Red Oak, Texas
- Cedar Hill Park Master Plan – Cedar Hill, Texas
- Murphy Park Master Plan – Murphy, Texas
- Amarillo Athletic Complex – Amarillo, Texas
- Roanoke Skate Park – Roanoke, Texas
- Red Oak Creek Trail – Cedar Hill, Texas
- Northlake Park Master Plan – Northlake, Texas
- Midlothian Community Park – Midlothian, Texas
- Roanoke Soccer Complex – Roanoke, Texas
- Sherman Athletic Complex – Sherman, Texas
- Sanger Athletic Complex – Sanger, Texas
- UTSA East End Recreational Field – San Antonio, Texas
- 707 Park Master Plan – Highland Village, Texas
- Lakeside Community Park – Highland Village, Texas

Attachment: RFQ for City of Celina 9-20-16 TG (1929 : Park Qualification)

Resumes of Key Task Leaders

DUNKIN SIMS STOFFELS, INC.



ROBERT P STOFFELS, RLA

DUNKIN SIMS STOFFELS, INC. - PROJECT MANAGEMENT

Robert (Bob) Stoffels has effected landscape architectural design and site planning for over thirty five years. Bob is responsible for the coordination of the design development and construction documentation for all DSS projects. He is responsible for quality control, through supervision and review of construction document preparation.

Years of Experience

Dunkin Sims Stoffels, Inc. – 35 Years

Education

Bachelor of Science in Landscape Architecture
Texas A&M University – 1981

Registration

Registered Landscape Architect: Texas

Professional Affiliations

Member, National Arbor Day Foundation

Representative projects include:

- Community Athletic Complex – Waxahachie, Texas
- Cross Timbers Park – North Richland Hills, Texas
- Bicentennial Park Expansion – Southlake, Texas
- Green Valley Community Park – North Richland Hills, Texas
- Big Bear Creek Greenbelt Park, Phase I – Keller, Texas
- Dot Thomas Park – Cedar Hill, Texas
- Highlands Park – Cedar Hill, Texas
- Parks and Recreation Master Plan – Lewisville, Texas
- Parks, Recreation and Open Space Master Plan – DeSoto, Texas
- WyndSOR Park – Richardson, Texas
- San Gabriel River Corridors Trail Master Plan – Georgetown, Texas
- Municipal/Recreation Center Landscape – Lewisville, Texas
- Toyota of Lewisville Railroad Park – Lewisville, Texas
- Lake Highlands Trail – Dallas, Texas
- Caven Lacrosse & Sports Center – U.T. Austin
- East End Recreational Fields – U.T. San Antonio
- Sanger Athletic Complex – Sanger, Texas
- Grimes Park, Baseball – DeSoto, Texas
- Meadow Creek Park, Football – DeSoto, Texas
- Kids Colony 2 – The Colony, Texas
- Waxahachie Athletic Complex – Waxahachie, Texas
- The Colony Five Star – The Colony, Texas
- Pawsome Playground Dog Park – The Colony

Resumes of Key Task Leaders

DUNKIN SIMS STOFFELS, INC



JOE SUMMERS

DUNKIN SIMS STOFFELS, INC. – LANDSCAPE ARCHITECT

For 15 years, Joe Summers has been involved with Landscape Architecture and Architectural Design. His primary responsibilities include landscape architectural design, design development, preparation of construction documents and construction observation of the firm's park projects. Joe is proficient in AutoCAD, Photoshop, Microsoft Word and Microsoft Excel.

Years of Experience

Dunkin Sims Stoffels, Inc. – 15 Years

Education

Bachelor of Landscape Architecture
Texas A&M University – 2001

Registration

Registered Landscape Architect: Texas

Representative projects include:

- Red Bird Park – Duncanville, Texas
- Clay Mathis Park – Mesquite, Texas
- Meadows Park – Cedar Hill, Texas
- Railroad Park – Lewisville, Texas
- Lampasas Regional Sports Complex – Lampasas, Texas
- Courtney Lane Park – Glenn Heights, Texas
- Center Street Park – Sherman, Texas
- Mountain Peak Park – Midlothian, Texas
- Pecan Grove Park – Sherman, Texas
- Murphy Neighborhood Parks – Murphy, Texas
- Salmon Park – Sachse, Texas
- Owens Park Screening Wall – Richardson, Texas
- Plano Neighborhood Parks – Plano, Texas
- Wildwood Park – Cedar Hill, Texas
- Red Oak Creek Trail – Cedar Hill, Texas
- Sanger Athletic Complex – Sanger, Texas
- Lakeside Community Park – Highland Village, Texas
- Midlothian Community Park – Midlothian, Texas
- Amarillo Community Park (Master Plan) – Amarillo, Texas
- Lake Highlands Trail – Dallas, Texas
- Sherman Athletic Complex (Master Plan) – Sherman, Texas

Attachment: RFQ for City of Celina 9-20-16 TG (1929 : Park Qualification)

Resumes of Key Task Leaders

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

GARY C. HENDRICKS, P.E., R.P.L.S. (Project Manager/Design Engineer)

EDUCATION:

B.S. Civil Engineering (1984) - University of Texas at Arlington

LICENSE & REGISTRATION:

Professional Engineer - State of Texas #65226

Registered Professional Land Surveyor - State of Texas #5073

PROFESSIONAL:

American Society of Civil Engineers

American Consulting Engineers Council

Texas Society of Professional Engineers -

Preston Trail Chapter 2001 President

Dallas Chapter 1991 Young Engineer of the Year

Preston Trail Chapter 2011 Engineer of the Year

Past NSPE MathCounts National Committee Member

Texas Society of Professional Land Surveyors



36-yrs. Experience

EXPERIENCE:

Mr. Hendricks has 32-years of professional experience plus 4-years of technical/drafting experience in municipal engineering, all at Birkhoff, Hendricks & Carter, L.L.P. He has been a partner with Birkhoff, Hendricks & Carter, L.L.P. since 1989. During this time, Gary has been the project manager as well as project design engineer for a wide variety of municipal projects. As project manager, Mr. Hendricks has overseen and directed multi-discipline design teams, which included outside consultants.

As a Partner with Birkhoff, Hendricks & Carter, L.L.P. his experience includes project management, design, preparation of plans and specifications, and construction administration for:

- Paving & Drainage Projects (Transportation)
- Water Lines Projects
- Elevated Storage Tanks Projects (Water)
- Ground Storage Reservoirs (Water)
- Water Pump Station Projects
- Water Rehabilitation Projects
- Water Treatment Plants
- Water Distribution Study Projects
- Impact Fee Updates
- Water Pump Stations
- Wastewater Lift Stations
- Wastewater Collection Lines
- Monitoring & Control Systems

REPRESENTATIVE PROJECTS INCLUDE:

- City of Royse City: N. Houston St Paving & Drainage Improvements
- City of Celina: North Preston Lakes 12" Water Line (18,000' of 12" Waterline along SH 289)
- City of Waxahachie: 5800' of 54", 42" & 36" Water Lines (R.W. Sokoll WTP to west side of I.H. 35E)
- City of Coppell: Wagon Wheel Ranch 2.0-MG Elevated Storage Tank.
- City of Waxahachie: Repainting and Mixing System for the 1.5 MG Northeast Elevated Storage Tank
- City of Irving: MacArthur Ground Storage Reservoir No. 3, 5.0 MG
- City of Waxahachie: Indian Tower Pump Station and Ground Storage Reservoir
- City of Waxahachie: Standby Emergency Generators at WTP High Service P.S. & Indian Tower P.S.
- City of Celina: Downtown Pump Station Rehabilitation to pump to the Upper Pressure Zone
- City of Waxahachie: 3.0 MG Clearwell at the Water Treatment Plant
- City of Denton: Elevated Storage Tank site evaluation, recommendations and report
- City of Celina: Water & Wastewater Master Plans

Resumes of Key Task Leaders

MAGEE ARCHITECTS, L.P.

ALAN R. MAGEE, AIA

Principal Architect

EDUCATION

Bachelor of Science / 1974 / University of Texas at Arlington

Master of Architecture / 1976 / University of Texas at Arlington

ASSOCIATIONS

American Institute of Architects
Texas Society of Architects

REGISTRATIONS

Professional Architect – TX #7028

Professional Interior Designer – TX #1773

Alan Magee is the principal of Magee Architects L.P. Alan brings over 30 years of varied architectural service experience to his clients. Alan's experience includes all phases of design for public, educational, commercial, residential, industrial, and religious building projects.

Alan has been involved in many professional associations throughout his career including the following:

- American Institute of Architects
- Texas Society of Architects
- President of the AIA, Fort Worth Chapter in 1999
- Executive Board Member of the Fort Worth AIA, 1993-2002
- Texas Society of Architects Fort Worth Director 2001-2002
- Served on Texas Society of Architects Long Range Planning Committee, 2003.

Alan has also been recognized for various career accomplishments and has received the following awards:

- 2002, James R. Wooten Service Award for Extraordinary Service to the Fort Worth AIA chapter.
- 1998, President's Award, Fort Worth AIA chapter
- Paul Harris Fellow Award, Rotary International



PROJECT EXPERIENCE

- City of Mansfield, Texas Municipal Campus
Mansfield City Hall
Mansfield Public Library
Mansfield Activities Center
Mansfield Public Safety Building
- Azle Memorial Library – Azle, TX
- Bowles Park Life Center – Grand Prairie, TX
- The Guinn Justice Center– Cleburne, TX
- Burleson City Hall – Burleson, TX
- Burleson Police Station – Burleson, TX
- Burleson Fire Station No. 1-3 – Burleson, TX
- Burleson Public Library – Burleson, TX
- Crowley Fire Station No. 2 – Crowley, TX
- Crowley Public Library – Crowley, TX
- Crowley City Hall Remodel – Crowley, TX
- Graham Public Library – Graham, TX
- Graham Senior Center – Graham, TX
- The Oakridge School – Arlington, TX
Library & Arts Center
Multipurpose Activities Center
Lower School Classroom Addition
Remodel Upper School
Maintenance Facilities
- Watauga Public Library – Watauga, TX
- Johnson County Corrections – Cleburne, TX
- Hidden Creek Golf Course – Burleson, TX
- Child Study Center – Fort Worth, TX
- First State Bank – Mineral Wells, TX
- Broadway Baptist Church – Fort Worth, TX
5 projects

Three references from clients of similar work, including name, title, phone number and email.

DUNKIN SIMS STOFFELS, INC. - REFERENCES

CITY OF LEWISVILLE

Bob Monaghan
Director
P.O. Box 299002
Garland, Texas 75029
(972) 219-3552
bmonaghan@cityoflewisville.com

CITY OF MIDLOTHIAN

Billy King
Parks & Recreation Manager
104 W. Avenue E.
Midlothian, Texas 76065
(972) 775-3481
billy.king@midlothian.tx.us

CITY OF MURPHY

Matt Foster
206 N. Murphy Road
Murphy, Texas 75094
(972) 468-4007
mfoster@murphytx.org

BIRKHOFF, HENDRICKS & CARTER, L.L.P. - REFERENCES

CITY OF ANNA

Mr. Joseph Johnson, CPM
Director of Public Works
P.O. Box 776
Anna, Texas 75409
(972) 924-4510
jjohnson@anntexas.gov

CITY OF MCKINNEY

Mr. Paul Tucker, P.E.
Sr. Utility Engineer
221 N. Tennessee St.
McKinney, Texas 75070
(972) 562-6080
PTucker@mckinneytexas.org

CITY OF WAXAHACHIE

Mr. John Smith
Parks Director
P.O. Box 757
Waxahachie, Texas 75165
(469) 309-4271
jsmith@waxahachie.com

MAGEE ARCHITECTS, L.P. – REFERENCES

CITY OF LEWISVILLE

Bob Monaghan
Director
P.O. Box 299002
Garland, Texas 75029
(972) 219-3552
bmonaghan@cityoflewisville.com

CITY OF CEDAR HILL

Cliff Felts
Park Superintendent
285 Uptown Blvd.
Cedar Hill, Texas 75104
(972) 291-5100
clifton.felts@cedarhilltx.com

CITY OF WAXAHACHIE

Mr. John Smith
Parks Director
P.O. Box 757
Waxahachie, Texas 75165
(469) 309-4271
jsmith@waxahachie.com

FIRM MBE/SBE/DBE/HUB CERTIFICATES

There are none.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: February 14, 2017
Re:

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, granting to CoServ Gas, Ltd., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the City of Celina, Collin and Denton counties, Texas, and to transport, deliver, sell, and distribute gas in and out of and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways. (Toutouchian).

Background Information:

An agreement between the City of Celina and CoServ that would allow CoServ to operate within our right-of-way and pay a franchise fee for doing so.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

CoServ will provide the City 4% of sales to operate within the City's right-of-way

Legal Review:

This item has been reviewed by the City Attorney

Supporting Documents:

CoServ Franchise Agreement

Staff Recommendation:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, GRANTING TO COSERV GAS, LTD., D/B/A COSERV GAS, A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF CELINA, COLLIN AND DENTON COUNTIES, TEXAS, AND TO TRANSPORT, DELIVER, SELL, AND DISTRIBUTE GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (hereinafter referred to as "City"), finds that it is in the best interest of the City to adopt a franchise ordinance allowing CoServ Gas to furnish and supply gas to the general public in the City, and to transport, deliver, sell, and distribute gas in, out of, and through said municipality for all purposes;

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

SECTION I. Grant of Franchise, Term, and Use

(A) City hereby grants to Company and its successors and assigns, subject to Section XIV herein, the right, privilege and franchise, and City's consent, to use and occupy the present and future Public Right-of-Way of the City for the purpose of constructing, operating, maintaining, removing and replacing therein and thereon the System needed and necessary to transport, deliver, sell and distribute gas in, out of, and through the City, and to sell gas to persons, firms, and corporations, including all the general public, within the City's corporate limits.

(B) The term of this Ordinance begins on the Effective Date (as defined in Section XX below) and ends on December 31 of the calendar year in which the tenth (10th) anniversary of the Effective Date occurs; provided that, unless written notice is given by either party hereto to the other not less than six (6) months before the expiration of this Ordinance, it shall be automatically renewed for an additional period of five (5) years from such expiration date and shall be automatically renewed thereafter for like periods of five (5) years until canceled effective as of the expiration of any such renewal period by written notice given not less than six (6) months before the expiration of any such renewal period.

(C) The terms and conditions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, maintain, remove and replace the System within the City.

(D) By entering into this Ordinance, the City does not in any manner surrender or waive its regulatory or other authority or rights pursuant to the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers pursuant to present or future ordinances of the City. Likewise, Company's acceptance of the terms of this Ordinance shall in no way affect or impair Company's rights, obligations or remedies under any federal, state or local law or regulation, nor shall such acceptance be deemed a waiver, release or relinquishment of Company's rights to contest, appeal or file suit with respect to any action or inaction of the City, including adoption of ordinances by the City, that Company believes is contrary to this Ordinance or any federal, state or local law or regulation.

SECTION II. Definitions

(A) "City" shall mean the City of Celina, Texas

(B) "Company" shall mean CoServ Gas, Ltd. and its successors and assigns, but does not include a CoServ affiliate, which shall have no rights hereunder except by succession or assignment in accordance with Section XIV herein.

(C) "City Manager" shall mean the City Manager of the City or his or her designee.

(D) "Gross Revenues" shall mean the operating revenue for the sale of gas after the Effective Date to the Company's customers within the corporate boundaries of the City pursuant to the accounting principles established by the Federal Energy Regulatory Commission, including specifically Accounts 480, 481 and 482, as amended, except as modified herein, including:

- (1) all revenues derived, directly or indirectly, from the sale of gas to all classes of customers in the City (excluding gas sold to another gas utility in the City for resale to its customers within the City);
- (2) all revenues derived from the transportation of gas through the System of Company within the City to customers located within the City (excluding gas transported to another gas utility in the City for resale to its customers within the City);
- (3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by Company for Transport Customers through the System of Company within the City ("Third Party Sales") (excluding the value of any gas transported to another gas utility in the City for resale to its customers within the City). Company shall request that each

Transport Customer of the Company disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in "Inside FERC's Gas Market Report" under "Delivered Spot-Gas Prices" (or a successor publication or another publication agreed upon by City and Company) as reasonably near the time as the transportation service is performed;

- (4) franchise fees paid pursuant to Section X of this Ordinance, revenues from non-utility and non-regulated services or products, and the following "miscellaneous charges:"
 - (a) charges to connect, disconnect, or reconnect gas,
 - (b) charges to handle returned checks from consumers within the City, and
 - (c) State gross receipts fees.

"Gross Revenues" shall not include:

- (i) the revenue of any Affiliate or subsidiary of Company;
- (ii) other than fees specifically included within the definition of Gross Revenues and franchise fees payable pursuant to Section X below, any taxes or fees required to be remitted to a third party including the City;
- (iii) interest or investment income earned by Company;
- (iv) monies received from the lease or sale of real or personal property;
- (v) amounts billed or collected from Company's customers for refundable fees and deposits;
- (vi) State or federal grants, credits or reimbursements;
- (vii) sales of gas for resale or to wholesale customers;
- (viii) reimbursements for damage to, or relocation of, any part of the System;
- (ix) amounts billed or collected by the Company from its customers for charitable contributions such as Operation Roundup;
- (x) revenues billed but not ultimately collected or received by the Company; and
- (xi) payments received for contributions in aid of construction performed within the City, including but not limited to, builder contributions, under contracts entered into after the Effective Date, or any franchise fees assessed on such payments.

(E) "Person" shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context explicitly requires otherwise, include the City or any employee, agent, servant, representative, or official of the City.

(F) “Public Right-of-Way” shall mean public streets, alleys, highways, bridges, public easements, public places, thoroughfares and sidewalks of the City, as they now exist or may be hereafter constructed or extended within the corporate limits of the City.

(G) “System” or “System Facilities” shall mean all of the Company’s pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and other infrastructure and appurtenant equipment used for or incident to providing delivery, transportation, distribution, supply and sales of natural gas for, but not limited to, heating, lighting and power, located within the corporate limits of the City.

(H) “Transport Customer” shall mean any Person for which Company delivers gas through the System of Company within the City for delivery or consumption within the City.

(I) “Affiliate” shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other Person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

SECTION III. Construction, Maintenance, Operation & Relocation of Company System Facilities

(A) Company’s System shall be initially constructed so as not to unreasonably interfere with any existing water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair, and restore all thoroughfares and other surfaces which it may disturb.

(B) Permits

- (1) Company’s facilities shall not unreasonably interfere with City-owned public works facilities and with vehicular and pedestrian use of Public Right-of-Way.
- (2) Company shall not be required to submit a permit application for the placement of facilities outside of the Public Right-of-Way, however, Company shall provide detailed drawings, in accordance with Company’s customary practice, reflecting Company’s installations on private property to the extent necessary for City to verify compliance with City ordinances related to zoning, development, building regulations, and setbacks, and for easement verification.

- (3) Company shall submit a permit application to City for the placement of new facilities, for upgrade or augmentation of existing facilities, or for replacement of existing facilities in the Public Right-of-Way. Such permit application shall include:
 - (a) complete plans and detailed drawings reflecting compliance with all applicable zoning, development, and building requirements of the City; and
 - (b) all additional information requested by City reasonably related to the permit request.
- (4) Except as otherwise provided in this Section III(B), following the submission of a permit application described herein, notice of City's approval or denial of Company's request for a permit shall be provided in accordance with City's usual procedures for processing of permit applications.
- (5) City shall endeavor to complete its review of Company's application within thirty (30) days after City's receipt of the permit application. Prior to the expiration of the said thirty (30) day period, City shall request any additional information that is necessary to complete its review of Company's application. City shall issue a decision regarding Company's permit application within fifteen (15) days after receipt of the additional information. If the additional information is not sufficient to complete the review of Company's application, the City may request additional information. City shall issue a decision regarding the application within fifteen (15) days after receipt of all additionally requested information.
- (6) If City has not approved or denied Company's request for a permit within:
 - (a) Thirty (30) days after receipt by City of the permit application (if no additional information was requested by City), or
 - (b) The timeline established in Section III(B)(5) after receipt by City of all additional information requested by City reasonably related to the permit request,
 then upon written request by Company, the City's department director in charge of the permit process shall, within fifteen (15) days after such written request, approve (and issue) the permit or deny the permit application in question.

- (7) Company may proceed with the placement of the facilities described in its permit application if written notice of City's approval or denial of Company's request for a permit is not provided within the timeline pursuant to Section III(B)(6) above.
- (8) A permit application approved by the City shall be valid for a period of time consistent with the amount of time reasonably required and submitted in the permit application for the Company to perform the work described in the permit application. City shall grant an extension of such time as reasonably required to complete such work upon City's receipt of Company's request in writing for such an extension, but in no case shall the extended period exceed six (6) months from the date of such written request.

(C) Company shall install, maintain, construct, operate, remove and replace its facilities in accordance with applicable City ordinances and so as to not unreasonably interfere with traffic. In determining the location of new facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then-existing System Facilities of Company and agrees to work with Company and other users of Public Right-of-Way in order to minimize, to the extent reasonably possible, interference with existing System Facilities of Company by other users of the Public Right-of-Way. In determining the location of the Company's new facilities in the City, the Company shall minimize interference with then-existing or documented planned underground structures of the City or with existing facilities of other users of the Public Right-of-Way. In the event of a conflict between the location of the proposed System Facilities of Company and the location of the existing facilities of City or other users of Public Right-of-Way within Public Right-of-Way which the parties involved have been unable to resolve through their good faith efforts, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Right-of-Way, subject however to the terms and conditions of this Ordinance and giving effect to generally accepted industry operational and safety practices.

(D) Company's property and operations within the Public Right-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Right-of-

Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company.

(E) The City's annual and long-range capital improvements plans, as well as any updates or changes thereto, will be made available to Company upon request. City shall notify Company as soon as reasonably possible of any projects that will affect Company's System Facilities located in the Public Right-of-Way.

(F) Any and all excavations and obstructions in and upon the Public Right-of-Way caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to the approximate condition that existed prior to the excavation. Replacement of sod is to be of like kind, and smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected, marked, and maintained by the Company in accordance with the standards set forth in the current Texas Manual on Uniform Traffic Control Devices, as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Right-of-Way shall be in satisfactory condition for a period not to exceed two (2) years, to the extent that such restoration work has not been disturbed by other users of the Public Right-of-Way or by acts of God. In the event that the Company fails to repair or restore an excavation site within fourteen (14) days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the reasonable cost of such repair or restoration. Except for repairs, day to day maintenance, or in cases of emergency conditions, work conducted within the Public Right-of-Way shall require an approved permit issued by the City prior to commencement of work. In no instance shall Company be required to pay fees or bonds related to its use of the Public Right-of-Way.

(G) The City reserves the right to lay, and permit to be laid, any City-owned facilities, such as stormwater, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Right-of-Way occupied by Company. The City also reserves the right to change in any manner any City-owned curb, sidewalk, highway, alley, public way, street, and City-owned utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities.

(H) If City, in constructing, reconstructing, improving, widening, or straightening its Public Right-of-Way, sewers, drainage, water lines, or other utilities, including modifications to sidewalks or other Public Right-of-Way required by the Americans with Disabilities Act, should request that Company remove or relocate its mains, laterals, and other System Facilities lying within Public Right-of-Way, Company shall do so at its own expense for System Facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Company and City shall jointly determine whether System Facilities are in conflict and the extent that the proposed City facilities are determined by City and Company to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. All such relocations shall be performed in accordance with applicable City ordinances. Company shall not be required to relocate System Facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Company

(I) When Company is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Right-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company costs and expenses shall be included by City in any application by City for reimbursement if Company submits its cost and expense documentation to City prior to the filing of the application. City shall make all reasonable efforts to provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City in order for City to be able to submit its application for reimbursement to such program in a timely manner. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, City shall remit to Company, within sixty (60) days of receipt, the portion of reimbursement related to the relocation or removal of Company's facilities. If Company is required by City to remove or relocate its mains, laterals, or other System Facilities lying within Public Right-of-Way to accommodate a private developer or for projects whose primary purpose is beautification or for any reason other than the construction, reconstruction, improving, widening, or straightening of its Public Right-of-Way, sewers, drainage, water lines, or other utilities by City, Company shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

(J) When Company is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by City without reimbursement from City,

Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and/or federal law. Notwithstanding the foregoing, the City shall have the right to request other project documentation to the full extent provided by state law.

(K) If City abandons any portion of the Public Right-of-Way in which Company has System Facilities, for public safety reasons or in furtherance of a public project, City shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If City determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section XX, and to the maximum extent of its right to do so, City shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If City determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section III, for relocating its System from such Public Right-of-Way, as directed by City. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

(L) Upon request by City made no more often than once in any 12-month period, Company shall provide maps showing the location of its primary System Facilities. In addition, Company shall cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

SECTION IV. Laying of Lines in Advance of Paving

(A) Whenever City shall conclude to pave any Public Right-of-Way in which Company's System Facilities already exist or in which Company may propose to install its System Facilities, Company will be provided the opportunity, at no expense to City, in advance of such paving to modify such System Facilities, if defective or inadequate in size, and to lay new System Facilities, or modify same, if inadequate in size or defective, next to the property lines where buildings are already located.

(B) At least ninety (90) calendar days prior to the planned paving or repaving of Public Right-of-Way, City shall give Company written notice of the intention of City to pave any such Public Right-of-Way. Upon receipt of such notice, Company shall initiate its review process to determine the need to modify its System Facilities, and the need to lay or modify service lines underneath the portions of the Public Right-of-Way to be paved. If Company determines such a need, Company shall promptly initiate such work and shall thereafter proceed in a good faith and workmanlike manner to completion of the necessary work within ninety (90) calendar days after receipt of the notice from the City. Company's failure to complete the necessary work within the ninety (90) day period may be excused at the City's discretion, if Company has promptly notified the City of the circumstances that have caused the delay, and has requested an extension of the construction period. City shall grant the extension unless withheld for good cause.

SECTION V. Liability Insurance

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Ordinance, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- (A) Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
- (1) Products/completed operations to be maintained for a warranty period of 2 years,
 - (2) Personal and advertising injury,
 - (3) Contractual liability, and
 - (4) Explosion, collapse, or underground (XCU) hazards.

(B) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.

(C) Workers' compensation and employer's liability coverage. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the City with a waiver of subrogation for workers' compensation claims.

(D) Upon request, the Company will provide proof of insurance in accordance with this Ordinance within thirty (30) days after such request. Company will not be required to furnish separate proof when applying for permits.

SECTION VI. Installation of Meter

If a meter is to be installed in or near the Public Right-of-Way, Company agrees to discuss with the City's representative the aesthetics of the meter placement and to accommodate the request of City to the maximum extent possible. If City requests a meter upgrade, Company will comply so long as City reimburses Company for the reasonable costs incurred by Company in changing meters. In no event, however, shall underground meters be required.

SECTION VII. Rates

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the City copies of its current tariffs, schedules, or rates, and charges and service rules and regulations applicable to the City. The rates and charges collected from its customers in the City shall be subject to revision and change by either the City or Company in the manner provided by law.

SECTION VIII. Extensions of Mains

Company shall not be required to extend mains on any Public Right-of-Way more than one hundred (100) feet for any one consumer of gas; provided, however, Company is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION IX. Non-Exclusive Use

The rights and privileges granted to Company by this Ordinance are not to be considered exclusive and City hereby expressly reserves the right to grant, at any time, like privileges and rights as it may see fit to any other person or corporation for the purpose of furnishing gas for, but not limited to, light, heat, and power to and for City and the inhabitants thereof.

SECTION X. Franchise Fee and Payment

(A) In consideration of the privilege granted by the City to Company to use and occupy the Public Right-of-Way in the City for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to City, and City agrees to accept, a franchise fee in an amount equivalent to four percent (4%) of the Company's Gross Revenues as defined in Section II(D). The initial payment shall be paid to the City by Company on or before the Due Date for the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues received by Company from the Effective Date of this Ordinance. Thereafter the Company shall pay the franchise fee quarterly as follows:

<u>Due Date</u>	<u>Quarter</u>
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

(B) Each payment due during the term of this Ordinance will be made on or before the close of business on the payment due date. If any payment due date required by this Ordinance falls on a weekend or declared bank holiday, payment shall be made by the close of business on the next working day.

(C) It is expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character, including, without limitation, any charges under Chapter 182 of the Texas Tax Code (collectively, the "Other Charges") that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to

levy and impose upon real and personal property and Company's separate obligation to reimburse the City for street repairs in accordance with this Ordinance. Should City not have the legal power to agree that the payment of the franchise fees shall be in lieu of the Other Charges, then City agrees that it will apply so much of said franchise fee payments as may be necessary to satisfy Company's obligations, if any, to pay such Other Charges.

(D) If Company fails to pay when due any payment provided for in this Section X, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by City.

(E) CoServ Gas Franchise Fee Recovery Tariff.

(1) The Company may from time-to-time file with the City a tariff amendment(s) to provide for the recovery of the franchise fees payable by the Company under this Ordinance.

(2) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

(F) In order to determine the Gross Revenues received by Company, Company agrees that quarterly, on the same date that payment is made as provided in the preceding paragraphs of this Section X, it will provide a statement showing the amount of Gross Revenues for the period covered by the payments.

(G) Within thirty (30) days after the effective date of this Ordinance, the City shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of the City. Within thirty (30) days after City annexes property into, or disannexes property from, the territory of City, City shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of such annexed or disannexed property. Within sixty (60) days, or such additional time as mutually agreed to by the City and Company, after Company's receipt of (i) written notice from the City that the City has annexed territory into the City and (ii) maps showing clearly the areas annexed, the Company shall revise its accounting records to include the annexed territory, and Company's customers therein, within the City. After such time period, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located within such annexed area shall be included in the calculation of the franchise fee payable under this Ordinance. Likewise, Gross Revenues related to Company's customers whose consuming

facilities' points of delivery are located in any area disannexed by City shall cease to be included in the calculation of the franchise fee payable under this Ordinance upon the effective date of such disannexation.

SECTION XI. Retention, Accessibility and Confidentiality of Records

(A) Company shall maintain the fiscal records and supporting documentation for Gross Revenues and the payment of franchise fees associated with this Ordinance for not less than five years.

(B) Company shall provide City and any of its duly authorized representatives access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Company pertaining to the franchise fee payable under this Ordinance (the "Records") during the Company's regular business hours and at the Company's principal offices upon receipt of thirty (30) days written notice from City. City's access to the Records will be limited to information needed to verify that, within the two (2) year period prior to such access to the Records, Company is and has been complying with the terms of this Ordinance with respect to the payment of franchise fees. City may conduct an audit or other inquiry in relation to a franchise fee payment made by Company or may pursue a cause of action in relation to Company's payment of any franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than two (2) years before the commencement of such audit, inquiry, or pursuit of a cause of action. If such an examination reveals that Company has underpaid the franchise fee to City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of City's claim and, if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section X(D). The cost of the audit shall be borne by City unless the Company is finally determined to have underpaid the franchise fee by five percent (5%) or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the City by Company. The rights to access the Records shall terminate two (2) year(s) after the termination or expiration of this Ordinance.

(C) Any information that is not required by law to be made public shall be kept confidential by City. The City shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public

Information Act that includes Company's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the information. The City also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION XII. Renegotiation

If either the City or Company requests renegotiation of any term of this Ordinance, Company and City agree to renegotiate in good faith revisions to any and all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Ordinance.

SECTION XIII. Termination

(A) The City, in accordance with subsection (B) below, may terminate this Ordinance and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of this Ordinance (an "Event of Default").

(B) Uncured Events of Default.

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIII(C).
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIII(C).
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default,

which shall entitle City to exercise the remedies pursuant to Section XIII(C).

(C) Remedies. Upon receipt of a notice of an alleged Uncured Event of Default as described in Section XIII(B), which notice shall specify the alleged failure with reasonable particularity, the Company shall, within the time periods specified in Section XIII(B) or such longer period of time as may be agreed to by the City, either cure such alleged failure or, in a written response to the City, present facts and arguments in refuting or defending such alleged failure, or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming or the City determines that an unexcused "Uncured Event of Default" has occurred, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, which as a matter of equity, are specifically enforceable.
- (3) The termination of the franchise granted herein.

(D) Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by a party of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Ordinance, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Ordinance.

(E) Termination. The franchise granted herein may be terminated only in accordance with the provisions of Section XIII(C). City shall notify Company in writing at least thirty (30) business days in advance of the City Council meeting at which the questions of termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the franchise granted herein, the effective

date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the City Council. Until the termination becomes effective, the provisions of this Ordinance shall remain in effect for all purposes.

SECTION XIV. Successors and Assigns

Company's rights under this Ordinance shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld; provided, however, that Company may assign its rights under this Ordinance to a parent, subsidiary, affiliate or successor entity without such consent, so long as such parent, subsidiary, affiliate or successor (i) assumes all obligations of Company hereunder, and (ii) is bound to the same extent as Company hereunder. Company shall give the City sixty (60) days prior written notice of any assignment to a parent, subsidiary, affiliate or successor entity. Any required consent shall be expressed by an ordinance that fully recites the terms and conditions, if any, upon which such consent is given. Any assignment or transfer effected prior to the City's approval thereof, if required, shall authorize the City to treat such assignment or transfer as an Uncured Event of Default and immediately implement the provisions of Section XIII, including the right to terminate the franchise granted herein.

SECTION XV. Notices

Any notice required or permitted to be delivered hereunder shall be deemed received if: (i) delivered in person to the applicable address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the applicable address set forth below; or (iii) delivered to such party by courier receipted delivery to the applicable address set forth below. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is deemed received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

If intended for the City:

City of Celina, Texas
Attention: City Manager
112 N. Colorado
Celina, Texas 75009

If intended for the Company:

CoServ Gas, Ltd.
 Attention: President
 7701 S. Stemmons Freeway
 Corinth, Texas 76210

SECTION XVI. Severability; Amendment; Ordinance Controlling

It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. Both the Company and the City expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Company and the City. Should any inconsistency or conflict exist now or in the future between the provisions of this Ordinance and the City's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law.

SECTION XVII. Governing Law

This Ordinance shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Exclusive venue for any action concerning this Ordinance, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Denton County, Texas.

SECTION XVIII. No Waiver

Either City or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION XIX. Paragraph Headings; Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION XX. Acceptance; Effective Date

In order to accept the franchise granted herein, the Company must evidence its written acceptance of the terms and conditions of this Ordinance by executing and delivering to the City, within thirty (30) days after the City provides written notice to Company of the final adoption of this Ordinance by the City, a letter in the form of Exhibit A attached hereto and incorporated herein. Upon and subject to such written acceptance, this Ordinance shall become effective as of the first day of the calendar month that is not less than sixty (60) days after the final adoption of this Ordinance by the City (such date being the "Effective Date").

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment: CoServ Gas - City of Celina (2016-1111) (1927 : CoServ Franchise)

EXHIBIT "A"**CoServ Acceptance of Franchise Ordinance**

[DATE]

City of Celina, Texas
Attention: City Manager
112 N. Colorado
Celina, Texas 75009

RE: CoServ Gas franchise; Ordinance No. _____

This letter certifies that CoServ Gas, Ltd. accepts and agrees to be contractually bound by the terms and conditions of Ordinance No. _____, a copy of which is attached hereto as Exhibit A.

COSERV GAS, LTD.

By: CoServ Natural, L.L.C., its General Partner

By: _____

Printed Name: _____

Title: _____

Attachment: CoServ Gas - City of Celina (2016-1111) (1927 : CoServ Franchise)



Fire Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mark Metdker, Public Safety Director
CC: Rick Chaffin, Interim City Manager
Date: February 14, 2017
Re: New Firefighter/EMT staff

Action Requested:

Consider and act upon creating two Firefighter/EMT positions to reduce current overtime costs.
(Metdker)

Background Information:

N/A

Board Review/Citizen Input:

Reviewed by the Government & Finance Committee.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Rick Chaffin, Interim City Manager
Date: February 14, 2017
Re: Fee Schedule Update

Action Requested:

Consider and act upon an ordinance of the City Council of the City of Celina, Texas amending the City's Code of Ordinances, Appendix A: Fee Schedule, related to water and wastewater utility fees. (Toutounchian)

Background Information:

The prior fee schedule update inadvertently deleted the access fees related to water and sewer connections.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Legal Review:

The City Attorney has reviewed this ordinance

Supporting Documents:

Ordinance

Staff Recommendation:

**CITY OF CELINA, TEXAS
ORDINANCE 2017-_____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, APPENDIX A: FEE SCHEDULE RELATED TO WATER AND SEWER SERVICE CHARGES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR 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, the City has incurred and continues to incur costs related to making its water and sewer system available to commercial and residential users; and

WHEREAS, the City has enacted a schedule of fees in order to recover costs attributable to inspection, review, and other services provided by the City; and

WHEREAS, the City has determined it is in the public interest to adjust its fee schedule to make said fees consistent with the cities actual costs including administrative and overhead costs.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

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

SECTION 3

AMENDMENTS

- 3.01 That the Celina Code of Ordinances, Appendix A: Fee Schedule; Article A5.000: Utility Rates and Charges; Section A5.007: Water and sewer taps shall be amended to read as follows:

"Sec. A5.007 Water and sewer access fees.

(a) Water.

- (1) Three-fourths-inch tap: \$950.00
- (2) One-inch tap: \$1,060.00
- (3) One and one-half inch tap: \$1,260.00
- (4) Two-inch tap: \$1,450.00
- (5) All taps greater than two inches will be priced at time of installation and shall require a meter vault and shall meet the most current engineering design standards.
- (6) Standard fees referenced herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The City will provide an itemized list detailing the actual costs of such labor and materials.

(b) Sewer.

- (1) Four-inch tap: \$810.00
- (2) All taps greater than four inches will be priced at time of installation.
- (3) Standard fees referenced herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring, manholes and repairs to streets and easements. The City will provide an itemized list detailing the actual costs of such labor and materials."

- 3.02 All other articles, chapters, divisions, sections, paragraphs, sentences, subsections, phrases 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 fees which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6

SEVERABILITY

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

SECTION 7

PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

SECTION 8

PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9

ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ____ day of February, 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

Attachment: Utility Fees update Appendix A Fee Schedule 02.08.17 (1935 : Fee Schedule Update)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: February 14, 2017
Re: Award of Qualifications

Action Requested:

Consider and act upon award of qualifications to Brinkley Sargent Wiginton Architects for the Master City Facilities Plan and authorize the city manager to negotiate and execute a contract. (Chaffin)

Background:

Through the RFQ process, Brinkley Sargent and Wiginton Architects was chosen for the City Master Facilities Plan

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

To be determined

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

Brinkley Sargent Wiginton Introduction

For

Celina City Facilities Master Plan

2/14/17

Qualifications Statement

Goals of Study

- Develop staffing projections for 5, 10 and 20 years
- Develop Space Needs for most city departments for next 5, 10 and 20 years
- Recommendation for how to address needs over time
- Recommendations for strategic placement of city facilities
- Estimated cost for facilities to allow future financial planning
- Study benefits of a Civic Campus for many city facilities

Background

- Corporate offices in North Dallas and team led by Dwayne Brinkley
- Very familiar with Celina's uniqueness having developed a study in 2004 and 2005 of Celina's needs.
- BSW has been involved with Municipal Planning and Needs Assessment for over 40 years.
- Completed for over 450 municipal projects providing a large data base of information.
- BSW develops studies and also designs many projects which assists with accurate budgets and schedules.
- Similar studies services for cities of Frisco, McKinney, Plano, Georgetown, New Braunfels, Round Rock, Wylie, Fairview and North Richland Hills.
- Large data base to better understand how various city's organizational structures have evolved with population growth. This assists in understanding demands placed on Celina as it experiences different population marks in its growth.

Duration of Study

- 6-8 Months
- Will include strategically timed updates to Council

Methodology

- Collect data from city through research and interviews
- Organize data including comparative peer city data
- Develop opinions of organizational structures and staffing levels
- Develop space standards which will help develop space needs
- Prepare parking studies for different facilities

- Develop strategies for how Celina may prioritize facilities over time to minimize costs
- Review strategies at key times with Council to seek reactions and direction
- Finalize report

Deliverables

The final product will be produced in a binder format as well as electronic format and include:

- Goals of study
- Information provided by the City
- General condition description of existing buildings
- Staffing levels for each department
- Space Program Requirements for each department
- Priorities for 5, 10 and 20 years
- Master Plan Recommendations including phasing strategies
- Locations of facilities (including fire stations for best ISO ratings)
- Land area requirements
- Estimated project cost of recommended actions for 5, 10 and 20 years.
- Generic Civic Center Site Plan and graphic rendering of that Vision

Note that this study should be updated every 5-7 years to account for changes in Celina and trends in city services.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robyn Miga, Planner
 CC: Rick Chaffin, Interim City Manager
 Date: February 14, 2017
 Re: Joel Field Rezoning

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, 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 an approximately 2.559 acre tract of land from AG, Agriculture zoning district to RO, Retail and Office zoning district. The property is situated in the Coleman Watson Survey, Abstract 945, Collin County, Texas. The property is generally located at the northwest corner of Frontier Parkway and FM 2478 (Future Custer Road), Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned RO, Retail and Office. (Joel Field Zoning) (Liebman)

Action Requested:

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 an approximately 2.559 acre tract of land from AG, Agriculture zoning district to RO, Retail and Office zoning district. The property is situated in the Coleman Watson Survey, Abstract 945, Collin County, Texas. The property is generally located at the northwest corner of Frontier Parkway and FM 2478 (Future Custer Road), Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned RO, Retail and Office (Joel Field Zoning).

Background Information:

The property owner has requested that this property be rezoned from its current zoning of AG, Agriculture, to RO, Retail and Office. The total acreage of the area to be rezoned is approximately 2.559 acres.

Comprehensive Plan:

This property is located at the intersection of two major roads, which the land use plan calls for commercial and mixed use, therefore the proposed request for Retail and Office at this location is in compliance with the City's Comprehensive Plan.

Thoroughfare Plan:

The Thoroughfare Plan shows two major thoroughfares adjacent to the subject property: FM 1461 (Frontier Parkway), which is a six-lane divided highway within 120 feet of right-of-way; and FM 2478

(Future Custer Road) is a proposed six-lane divided highway within 120 feet of right-of-way. The property is located at the northwest corner of the intersection of both of these major thoroughfares.

Board Review/Citizen Input:

A notice of the public hearings was published in *The Celina Record* on December 30, 2016. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. No property owners were notified because none were on the most recent tax rolls. The Planning & Zoning Commission approved the item unanimously at the January 17, 2017 meeting.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval of the rezoning request.

Staff Recommendation:

Approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

JOEL FIELD ZONING TO RO, RETAIL AND OFFICE

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 2.559 ACRE TRACT OF LAND SITUATED IN THE COLEMAN WATSON SURVEY, ABSTRACT #945, CITY OF CELINA, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "RO", RETAIL AND OFFICE ZONING DISTRICT;" 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 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 “RO, Retail and Office Zoning District” 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 “RO, Retail and Office Zoning District.”

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, 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 14th day of February, 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

Attachment: Joel Field Ordinance (1917 : Joel Field Zoning)

EXHIBIT "A"
Legal Description

SITUATED in the State of Texas, County of Collin and City of Celina, being part of the Coleman Watson Survey, Abstract 945, being all of a 1.752 acre tract of land as recorded under County Clerk No. 20130125000113620 of the Collin County Land Records, being part of the right-of-way of F.M. Road 1461 (Frontier Parkway), being part of F.M. Road 2478 (Custer Road) with said premises being more particularly described as follows:

BEGINNING at a point for corner in the centerline of F. M. Road 1461 (Frontier Parkway) and being the southerly projection of the west line of said 1.752 acre tract;

THENCE North 00°45'40" West with the projected line of said 1.752 acre tract, passing at 45.00 feet the southwest corner of said 1.752 acre tract, and the southeast corner of Kayasa Family, Ltd. property as recorded in Volume 5817, Page 3789 of the Collin County Land Records, and continuing with said common line for a total distance of 239.72 feet to the northwest corner of said 1.752 acre tract, and the southwest corner of Bobcat Corporations property as recorded under County Clerk No. 20060216000211050 of the Collin County Land Records;

THENCE with the north line of said 1.752 acre tract and the south line of Bobcat Corporations property, North 89°16'20" East, passing at 412.50 feet the northeast corner of said 1.752 acre tract, and continuing with the easterly projected north line of said 1.752 acre tract a total distance of 462.50 feet to the centerline of the aforementioned F.M. Road 2478 (Custer Road);

THENCE with the centerline of F. M. Road 2478 (Custer Road) South 00°45'40" East, 242.36 feet to its intersection with the centerline of the aforementioned F. M. Road 1461 (Frontier Parkway);

THENCE with the centerline of F. M. Road 1461 (Frontier Parkway), South 89°36'00" West, 462.51 feet to the place of beginning and containing 111,480.70 square feet or 2.559 acres of land.

Attachment: Joel Field Ordinance (1917 : Joel Field Zoning)

[illegible]



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: February 14, 2017
 Re: Custer Road Medical Annexation Public Hearing

Action Requested:

The Celina City Council will conduct two Public Hearings at 5:00 and 5:05 to consider testimony on the proposed annexations of a 1 acre tract of land and half of adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of the Rolling Meadows Estates. (Nguyen Tract) (Liebman)

Background Information:

Below is the anticipated annexation schedule for the property. The property owner has been offered a Chapter 43 Pre-annexation agreement which has been denied.

- December 13, 2016 - City Council acts on Resolution to set the public hearing dates.
- January 14, 2017 - Two separate public hearings are held on the same night (5:00pm & 5:05pm at 112 N. Colorado Dr., Celina, Texas.)
- March 8, 2017 - City Council acts on Ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the proposed resolution.

Supporting Documents:

N/A

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: February 14, 2017
Re: Cambridge Crossing Public Hearing

Action Requested:

Conduct a public hearing to consider testimony and take action on the creation of a Public Improvement District for Cambridge Crossing, a 484.047 acre tract of land, pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The land is generally located west of Dallas Parkway, north of Punk Carter Parkway, and east of County Road 6. (Cambridge Crossing) (Petty)

Background Information:

Cambridge Crossing has submitted a petition to create a PID. This public hearing is conducted to fulfill the requirements of Chapter 372 that allows for public input related to the creation of this PID.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Reviewed by Land Use Attorney, City Attorney and District Consultants

Supporting Documents:

Staff Recommendation:

N/A



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Mary Petty, Petty & Associates, Inc.
 Date: February 14, 2017
 Re: Parks at Wilson Creek Public Hearing

Action Requested:

The City of Celina will conduct a public hearing on the proposed assessments to be levied against the assessable property within the Parks at Wilson Creek Public Improvements District (PID) and a final Service and Assessment Plan, pursuant to the Provisions of Chapter 372 of the Texas Local Government Code. The PID contains approximately 669.66 acres of land generally east of Preston Road and north of the future Collin County Outer Loop. (Parks at Wilson Creek) (Petty)

Background Information:

On August 11, 2105, the Parks of Wilson Creek PID was created and assessments levied shortly thereafter for Major Improvements related to water and sewer infrastructure. After creation, the developer purchased additional acreage, of which the City then secured a grant to purchase a portion of that land for parks. With the addition of the new acreage, and the reallocation of the City's contribution to the Major Improvements for water and sewer infrastructure, the Parks of Wilson Creek PID had to be expanded and assessments adjust for both factors. In order to amend the SAP and the boundary of the original SAP, the City Council must conduct another public hearing to include these changes.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Reviewed by Land Use Attorney, City Attorney and District Consultants

Supporting Documents:

Final SAP

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Mary Petty, Petty & Associates, Inc.
 Date: February 14, 2017
 Re:

Action Requested:

Consider and act upon an ordinance of the city Council of the City of Celina accepting and approving a Service and Assessment Plan and Assessment Roll for the Parks at Wilson Creek Public Improvement District (PID); making a finding of special benefit to the property in the district; levying special assessment against property within the district and establishing a lien on such property; providing for the method of assessment and the payment of the assessment in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, provide for severability and providing an effective date. (Parks at Wilson Creek) (Petty)

Background Information:

On August 11, 2105, the Parks of Wilson Creek PID was created and assessments levied shortly thereafter for Major Improvements related to water and sewer infrastructure. After creation, the developer purchased additional acreage, of which the City then secured a grant to purchase a portion of that land for parks. With the addition of the new acreage, and the reallocation of the City's contribution to the Major Improvements for water and sewer infrastructure, the Parks of Wilson Creek PID had to be expanded and assessments adjust for both factors. This ordinance applies the levy of the new assessment to all the property prior to dissolving and releasing the lien and dissolution of the original PID.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Reviewed by Land Use Attorney, City Attorney and District Consultants

Supporting Documents:

Final SAP

Staff Recommendation:

CITY OF CELINA, TEXAS

ORDINANCE NO. 2017-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on June 17, 2015, 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 within the City; 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 Collin Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on August 11, 2015, 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 Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2015-38R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Parks at Wilson Creek Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law on August 21, 2015; 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; and

WHEREAS, on January 17, 2017, the City Council adopted a resolution approving the preliminary service and assessment plan, including proposed assessment rolls, calling for a public hearing to consider an ordinance levying assessments on property within the District (the “Assessments”), authorizing and directing the City Secretary of the City to file the proposed assessment roll and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within the District (the “Levy and Assessment Hearing”) in a newspaper of general circulation in the City, authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for the assessment and directing related action; and

WHEREAS, on January 18, 2017, the City Secretary filed the proposed assessment roll and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on January 27, 2017 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 Assessments; and

WHEREAS, the City Council conducted the Levy and Assessment Hearing on the 14th day of February, 2017, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Authorized Improvement Costs, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and The Parks at Wilson Creek Public Improvement District Service and Assessment Plan, dated February 14, 2017 in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Manager and the City’s land use attorney prior to execution (the “Service and Assessment Plan”), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Assessment Roll attached thereto as Appendix C (the “Assessment Roll”); and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the

allocation of the Authorized Improvement Costs, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, prior to the issuance of bonds secured by the Assessments, the owners (the “Landowners” or the “Assessed Parties”), or their representatives, of the majority of the privately-owned and taxable property located within the District, and who are the persons to be assessed pursuant to this Ordinance, appeared at the public hearing and stated they approve and accept the Service and Assessment Plan, approve the Assessment Roll, approve this Ordinance and approve the levy of the Assessments against their property located within the District, agree to pay the Assessments when due and payable and requested that the City file the Service and Assessment Plan and/or the assessment roll with the real property records of Collin County; and

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

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the 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 Authorized Improvement Costs (as reflected in the Service and Assessment Plan, and the Administrative Expenses pursuant to 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 Authorized 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 Authorized Improvements;

(c) The Service and Assessment Plan apportions the Actual Cost(s) of an Authorized Improvement 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 Authorized Improvements;

(d) All of the real property in the District which is being assessed in the amounts shown in the Assessment Roll will be benefited by the Authorized 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 Assessments and will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Authorized Improvement Costs and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Authorized Improvement Costs and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual 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 Assessment Roll should be approved as the Assessment Roll for the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the 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. Assessment Roll.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll of the District.

Section 5. Levy and Payment of Special Assessments for Authorized Improvement Costs.

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

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each 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 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.

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

Section 6. Method of Assessment.

The method of apportioning the Authorized Improvement Costs and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Assessed Property may prepay the Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the Landowners intend for the obligations, covenants and burdens on the landowners of Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Assessed Parties, as the owners of 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. 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.

The City Manager, or his designee, is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance until such time as the City Council approves a contract for such services. Such person 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 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 Collin County Tax Assessor and Collector, or another qualified collection agent 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 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/or the Assessment Roll, to be recorded in the real property records of 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 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

ADOPTED, PASSED, AND APPROVED on this the 14th day February, 2017.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of February, 2017 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Name printed or typed
Commission Expires:_____

Attachment: Parks PID Assessment Ordinance (1944 : New Parks Levy Ord)

Exhibit A

Service and Assessment Plan

Attachment: Parks PID_Assessment_Ordinance (1944 : New Parks Levy Ord)

**THE PARKS AT WILSON CREEK
PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN**

DRAFT

February 14, 2017

Attachment: SAP 2.14.17 final with exhibits (1944 : New Parks Levy Ord)

THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Section I PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On August 11, 2015 (the "Creation Date") the City Council of the City of Celina, Texas (the "City") passed Resolution No. 2015-38R approving and authorizing the creation of The Parks at Wilson Creek Public 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.

The property in the PID is proposed to be developed in approximately nine phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the Authorized Improvements that benefit the entire PID and on the property in each phase for the Authorized 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 Parks at Wilson Creek 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 costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the PID, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as Appendix C 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 Trust Indenture 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 Roll attached hereto as Appendix C, 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 V of this Service and Assessment Plan, and (iii) the Delinquency Reserve in Section V of this Service and Assessment Plan.

“Annual Installment Allocable to the City Contributed Major Improvements” means, with respect to each Parcel, the Annual Installment of the Assessment allocable to the City Contributed Major Improvements including interest, as shown on the Assessment Roll attached hereto as Appendix C, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section V of this Service and Assessment Plan.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means 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.

“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 an Assessment Roll for the Assessed Property 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 Section III and 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 Certificates of Obligation” has the meaning set forth in Section V.C of this Service and Assessment Plan.

“City Contributed Grant Amount” means, with respect to each Parcel, the amount of unencumbered and lawfully available funds equal to ad valorem taxes collected by the City from the Assessed Property and the property in the Lakes at Mustang Ranch Public Improvement District (the “Lakes PID”) during the previous year, as applicable, to be used for reducing the Annual Installment Allocable to the City Contribution Major Improvements in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan. Such payments are not pledged to the Bonds.

“City Contributed Major Improvements” mean those water and sewer Major Improvements described in Section III of this Service and Assessment Plan, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“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.

“Delinquency Reserve” means a reserve amount to be funded from additional interest collected each year as more fully described in Section V.G of this Service and Assessment Plan.

“Developer” means the Parks at Wilson Creek, L.P., a Texas limited partnership.

“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, which may be calculated as part of future updates and issuance of Bonds.

“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 Collin County, Texas.

“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.E.2.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

“Phase” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

“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.

“PID” has the meaning set forth in Section I.A of this Service and Assessment Plan.

“PID Act” has the meaning set forth in Section I.A of this Service and Assessment Plan.

“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.

“Prepayment Reserve” means a reserve amount to be funded from additional interest collected each year as more fully described in Section V.F of this Service and Assessment Plan.

“Public Property” means property, real property, right-of-way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Collin County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

“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 700.438 acres of land. The City purchased approximately 30.778 acres of land within the PID for use as part of its parks and open space program leaving approximately 669.66 developable acres. 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 2,390 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of Lots (2,390) 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 – 74 Feet	465	units
Single Family Residential – 60 Feet	780	units
Single Family Residential – 50 Feet	1145	units
Total	2,390	units

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.

B. Description of Estimated Costs of City Contributed Major Improvements

The City Contributed Major Improvements benefit the entire PID. The costs of the City Contributed 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 acreage as calculated and shown in Appendix C using the estimated acreage of each Parcel.

The Actual Costs of the City Contributed Major Improvements are shown in Table III-A. The costs shown in Table III-A may be revised in Annual Service Plan Updates. The total costs for the City Contributed Major Improvement costs of \$25,685,000 (including contingency and financing costs) and the prorated amount of \$3,563,000 of such costs allocated to the PID are provided by the City

A description of the City Contributed Major Improvements follows:

- *Wastewater*
 - The wastewater system portion of the City Contributed Major Improvements based on wastewater system models consists of a combination of sanitary sewer trunk mains of various diameters that are generally PVC pipe, a lift station, force mains, manholes and other sewer main appurtenances. The wastewater system improvements will be constructed according to City standards.
- *Water*
 - The water distribution system portion of the City Contributed Major Improvements based on the water models consists of a combination of trunk main of various diameters that are generally PVC pipe, matching gate valves, fire hydrants, a possible booster pump station, and associated water main appurtenances. The water distribution system improvements will be constructed according to City standards.

Table III-A
City Contributed Major Improvement Costs

Description	Total City Contributed Major Improvement Costs	Prorated share benefiting the PID property
Offsite water distribution system improvements	\$11,185,000	\$ 1,551,000
Offsite sewer collection system improvements	\$11,238,300	\$ 1,559,000
Contingency and other soft costs	\$ 2,242,330	\$ 311,000
Financing costs	\$ 1,019,370	\$ 142,000
Total – Estimated offsite Major Improvement Costs	\$25,685,000	\$ 3,563,000

The costs shown in Tables III-A may be revised in Annual Service Plan Updates.

C. Future Authorized Improvements

As Future Phases are developed, this SAP will be amended to identify the specific Authorized Improvements that confer a special benefit to the property inside each Phase (e.g. a Table III-B will be added to show the costs for the specific Authorized Improvements financed within the specific Phase being developed) and to identify additional Authorized Improvements that will benefit all of the Assessed Property within the PID.

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. Construction of the City Contributed Major Improvements began in 2015 and it is anticipated that the City Contributed Major Improvements are anticipated to be completed by the 2nd quarter of 2019.

The Actual Costs for the City Contributed Major Improvements allocable to the PID is \$3,563,000 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated costs of the Authorized Improvements, and updating the Assessment Roll. 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 City Contributed Major Improvements to be financed with the Certificates of Obligation. 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.

As future Phases are developed, this Service and Assessment Plan will be amended.

Table IV-A on the following page shows the sources and uses for the City Contributed Major Improvements.

**Table IV-A
Estimated Sources and Uses**

Sources of Funds	Total City Contributed Major Improvements
City Contribution	\$ 3,563,000
Other funding sources	\$0
Total Sources	\$ 3,563,000
Uses of Funds	
<u>Major Improvements</u>	
Water distribution system improvements	\$ 1,551,000
Sanitary sewer improvements	\$ 1,559,000
Contingency and other costs	\$ 311,000
Financing costs	\$ 142,000
Total Uses	\$ 3,563,000

The annual projected costs and annual projected indebtedness is shown by Table IV-B. The annual projected costs and indebtedness are subject to revision and each shall be updated in the Annual

Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Costs	Annual Projected Indebtedness	Sources other than Certificates of Obligation
2014	\$221,951	\$221,951	\$0.00
2015	\$2,011,427	\$2,233,377	\$0.00
2016	\$1,033,457	\$3,266,835	\$0.00
2017	\$0	\$3,266,835	\$0.00
2018	\$296,165	\$3,563,000	\$0.00
2019			\$0.00
2020			\$0.00
2021			\$0.00
Total	\$ 3,563,000	\$ 3,563,000	\$0.00

The annual projected costs shown in Table IV-B are the annual expenditures relating to the City Contributed Major Improvements shown in Table III-A and the costs associated with setting up the PID 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 Phases are developed, in association with issuing Phased PID Bonds, this Table IV-B 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 Phased PID Bonds.

Attachment: SAP 2.14.17 final with exhibits (1944 : New Parks Levy Ord)

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.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the City Contributed Major Improvements shall be allocated on the basis of acreage to Parcels similarly benefited. The Assessments allocated to each Parcel on the basis of acreage may be reallocated in the future, as needed, based on Equivalent Units once additional development details that allow reasonable calculations of Equivalent Units become available.

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 City Contributed Major 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 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the City Contributed Major Improvements to Parcels in a manner that results in equal shares of the Authorized Improvement 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 and are authorized by the Act. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

C. Assessment Methodology

Attachment: SAP 2.14.17 final with exhibits (1944 : New Parks Levy Ord)

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.

- *Assessment Methodology for City Contributed Major Improvements*

For purpose of this SAP, the City Council has determined that the Actual Costs of the City Contributed Major Improvements to be financed with the Annual Installment Allocable to the City Contributed Major Improvements shall be allocated to the Assessed Property by spreading the entire Special Assessment across all Parcels within the PID based on the acreage of each Parcel.

Based on the costs for the City Contributed Major Improvements, the City Council has determined that the benefit to the Assessed Property from the City Contributed Major Improvements is at least equal to the Special Assessments related to City Contributed Major Improvements levied on the Assessed Property.

The City will finance the Actual Costs of the City Contributed Major Improvements shown in Table III-A from a portion of the proceeds from the issuance and sale of its “City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015” and any other certificates of obligation issued from time to time by the City to the extent a portion of the proceeds of such certificates of obligation are dedicated to fund a portion of the costs of the City Contributed Major Improvements (collectively, the “City Certificates of Obligation”). The City will be reimbursed for such Actual Costs of the City Contributed Major Improvements from the collection of the Annual Installments Allocable to the City Contributed Major Improvements. The Annual Installment Allocable to the City Contributed Major Improvements will be offset each year by the City Contributed Grant Amount. The offset grant provided by the City Contributed Grant Amount will be calculated as described below in Section VI.C.

The Assessment and the Annual Installments for each Parcel located within the PID is shown on the Assessment Roll, attached as Appendix C, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

- *Assessment Methodology for Future Phases*

As development within the PID progresses, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Authorized Improvements on Assessed Property similarly benefited.

D. Assessments

The Assessments for the City Contributed Major Improvements will be levied on each Parcel according to the Assessment Roll attached hereto as Appendix C. The Annual Installments will be collected at the time and in the amounts shown on the Assessment Roll subject to any revisions made during an Annual Service Plan Update.

E. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The

Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

F. Prepayment Reserve

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Assessments (the "Additional Interest Component"), with up to 0.20% (the "Prepayment Component") allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which related debt instruments, if any, are paid and up to 0.30% (the "Delinquency Component") allocated to fund a Delinquency Reserve account as described below. The Prepayment Reserve component shall be deposited to a Prepayment Reserve until it reaches 1.50% of the outstanding Assessments. Once the Prepayment Reserve is funded in full, the Prepayment Component shall be deposited in a Delinquent Reserve account as described in G below.

G. Delinquency Reserve

The City has allocated the Delinquency Component of the Annual Installments to offset any possible delinquent payments. The delinquency reserve shall be funded up to 4% of the outstanding Assessments. Once the Delinquent Reserve has reached such level, the Delinquency Component may not continue to be collected. The City may allocate a portion of the Additional Interest 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.

H. City Contributed Grant Amount

The City will offset the cost of the City Contributed Major Improvements, as estimated in Table III-A, that is included in the Annual Installments as the Annual Installment Allocable to the City Contributed Major Improvements using an amount of unencumbered and lawfully available funds equal to the cash balance of ad valorem tax revenues collected from all Parcels in the PID and the Lakes PID for the previous year. Such offset or grant will first be applied on a Parcel-by-Parcel basis. Then, for multiple parcels owned by a single developer or ownership group, excess collections will be pooled and applied on a pro-rata basis to each Annual Installment Allocable to the City Contributed Major Improvements that has not been reduced to zero from the Parcel-by-Parcel offset or grant.

If in a consecutive two-year period the ad valorem taxes collected on all Parcels within the PID and all parcels within the Lakes PID in each year of such consecutive two-year period equals or exceeds one hundred fifty percent (150%) of the Annual Installment Allocable to the City Contributed Major Improvements based on a confirming audit, then the Annual Installment Allocable to the City Contributed Major Improvements will be permanently reduced to zero.

Section VI TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located within the PID

The Assessment and Annual Installments for each Assessed Property located within the PID are shown in the Assessment Roll, attached as Appendix C, 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 Assessments, to fund the Prepayment Reserve and Delinquency Reserve described in Section V, and to cover Administrative Expenses.

B. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated acreage of each new subdivided Parcel
- D = the total acreage of the Parcel prior to the subdivision

The calculation 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 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 and related Prepayment Costs by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

C. Mandatory Prepayment of Assessments

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. The payments required in C.1 or described in D.2 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.

D. Reduction of Assessments

1. If after all Authorized Improvements have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments, resulting in excess Assessments, then the Assessment 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. 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, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council. 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 acreage or Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel.

E. Payment of Assessments

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in payment of debt related to the Assessments, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of the debt and reserve funds applied to the redemption under the Trust Indenture or other applicable documents, net of any other costs applicable to the payment of the debt.
- (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 or other applicable documents; 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 responsible to pay an Assessment, the Assessment on any Parcel plus Prepayment Costs related thereto may be paid in part [in an amount sufficient to allow

for a convenient redemption of debt related to the Assessments as determined by the Administrator and approved by the City]. 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 Component and Delinquency Component. Payment of the Annual Installments shall commence with tax bills mailed after the levy of the Assessments.

The Assessments levied for the City Contributed Major Improvements as shown on the Assessment Roll for the City Contributed Major Improvements attached as Appendix C shall be paid with interest at the rates of 3.96%, 4.45% and 4.88%.

The Annual Installments shall be reduced to equal the Actual Costs of City Contributed Major Improvements, the Additional Interest Component and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances. The Annual Installments shall be further reduced by any offset or grant of applicable City Contributed Grant Amount. The Estimated Annual Assessment Rolls, are shown as Appendix D.

The City may adopt additional Assessment Rolls relating to additional Authorized Improvements within the PID and the issuance of additional Phased PID Bonds as provided in Section VII.C hereof.

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. 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 (1) the City Contributed Grant Amount as described herein, and (2) by any credits applied under the applicable Trust Indenture, if and when PID Bonds are issued, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes, as applicable, 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. Assessment Roll

The PID has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, and other development factors deemed relevant by the City Council) to determine the Assessed Property within each Parcel.

The Assessed Property will be assessed for the special benefits conferred upon the property as a result of the City Contributed Major Improvements. As shown in Table IV-A, the Actual Costs of the City Contributed Major Improvements allocable to the PID is \$3,563,000, which is equal to the benefit received by Assessed Property, and as such the total Assessment for all Assessed Property within the PID is \$3,563,000 plus annual Administrative Expenses. The Assessment for each Parcel of Assessed Property within the PID is calculated based on the allocation methodology described in Section V.C of this Service and Assessment Plan. The total Assessment is \$3,563,000. As shown in Section II, the total acreage of Assessed Property in the PID is 669.66, resulting in an Assessment per acre of \$5,321 [$\$3,563,000 \div 669.66 = \$5,321$]. The Assessment Roll is attached hereto as Appendix C.

As Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within each Phase (e.g., an Appendix D will be added as the Assessment Roll for Phase #1, etc.).

B. Annual Assessment Roll Updates

The Administrator shall prepare and submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters as needed, 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); (iv) the grants or offsets of the City Contributed Grant Amount applied on a Parcel-by-Parcel basis as described herein; (v) the application of the pooled grants or offsets of the City Contributed Grant Amount on a pro-rata basis; and (iv) payments of the Assessment, if any, as provided by Section VI.E of this Service and Assessment Plan.

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 Property 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

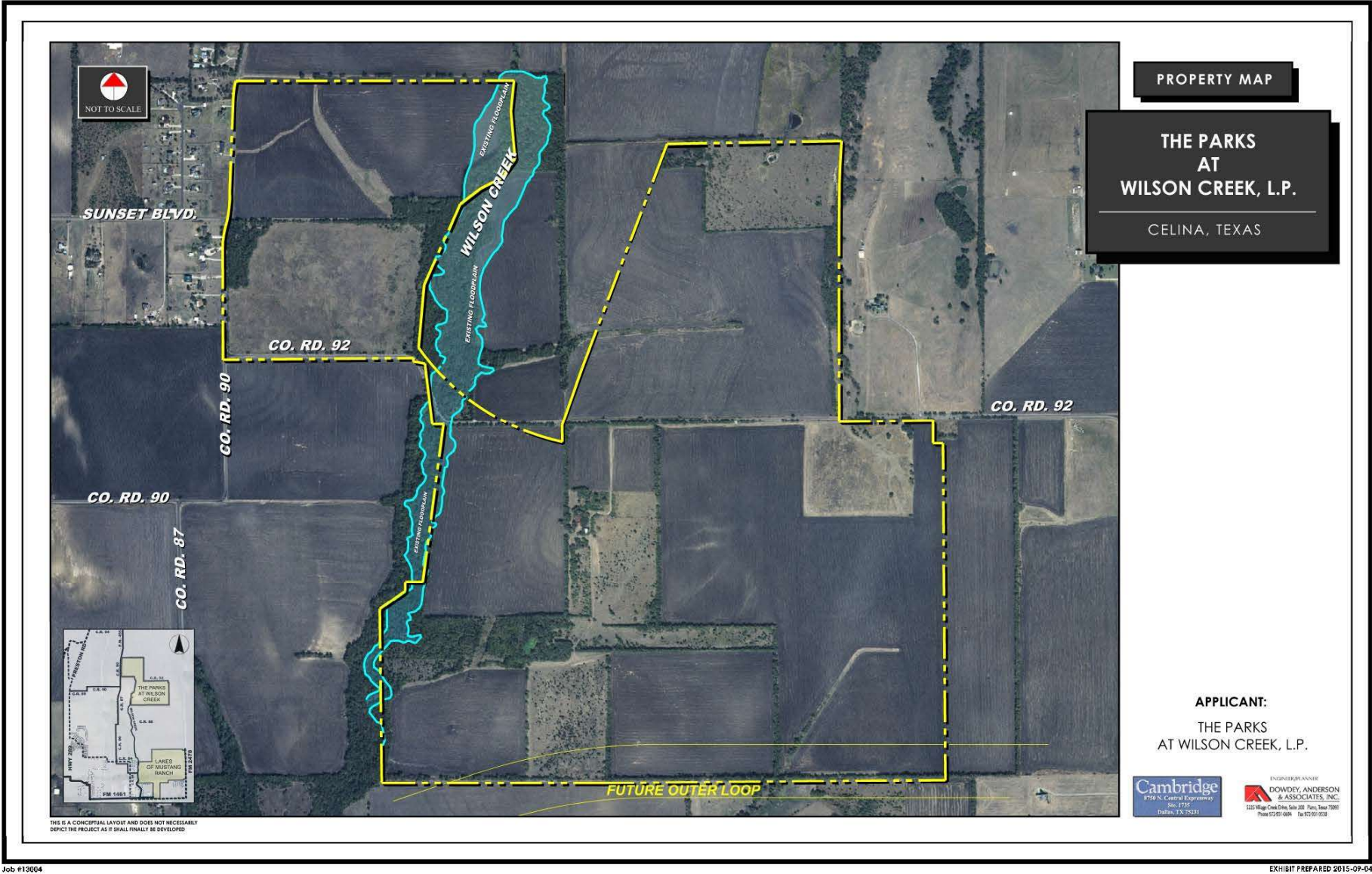
The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust 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

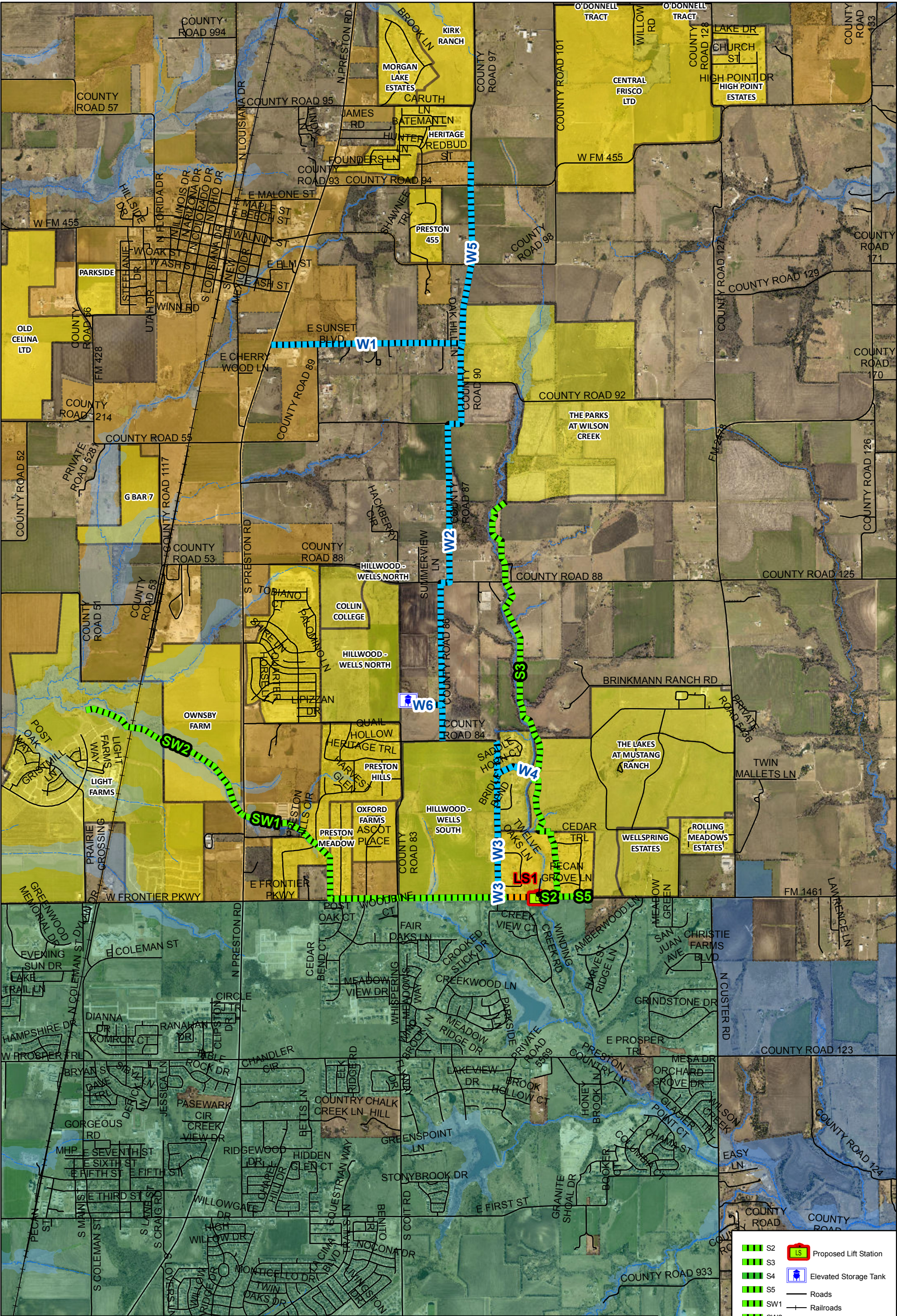


Attachment: SAP 2.14.17 final with exhibits (1944 : New Parks Levy Ord)

Appendix B

DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: SAP 2.14.17 final with exhibits (1944 : New Parks Levy Ord)



CITY CONTRIBUTED MAJOR IMPROVEMENTS CELINA, TEXAS



- S2
- S3
- S4
- S5
- SW1
- SW2
- FM1
- W1
- W2
- W3
- W4
- W5
- W6
- Proposed Lift Station
- Elevated Storage Tank
- Roads
- Railroads
- River/Creek
- 100-YR (Zone A)
- 100-YR (Zone AE)
- Developments
- Weston
- Prosper
- McKinney
- Celina

Appendix C**PRELIMINARY ASSESSMENT ROLL
CITY CONTRIBUTED MAJOR IMPROVEMENTS**

Parcel	All Parcels
Acreage	669.66
Assessment	\$3,563,000

<u>PARCEL ID</u>	<u>TOTAL ACRES*</u>	<u>ASSESSMENT PER PARCEL</u>
R673100000301	80.81 Acres	\$ 429,990
R677100000501	82.86 Acres	\$ 440,898
R677900003101	99.92 Acres	\$ 531,674
R698300000401	201.83 Acres	\$ 1,073,937
R698500000401	74.50 Acres	\$ 396,415
R639500000301	129.74 Acres	\$ 690,347
TOTAL	669.66 Acres	\$3,563,000

Attachment: SAP 2.14.17 final with exhibits (1944 : New Parks Levy Ord)

Appendix D**ESTIMATED ANNUAL ASSESSMENT ROLLS****Estimated Annual Assessment Parcel R673100000301**

Parcel ID		R673100000301		
Acreage		80.81		
Assessment		\$ 429,990		
Year	Principal & Interest	Admin Expenses *	Total Annual Installment	
1				
2	\$ 40,548	\$ 3,620	\$ 44,168	
3	\$ 39,596	\$ 3,693	\$ 43,288	
4	\$ 38,643	\$ 3,766	\$ 42,410	
5	\$ 37,691	\$ 3,842	\$ 41,533	
6	\$ 36,738	\$ 3,919	\$ 40,657	
7	\$ 35,786	\$ 3,997	\$ 39,783	
8	\$ 34,833	\$ 4,077	\$ 38,910	
9	\$ 33,881	\$ 4,158	\$ 38,040	
10	\$ 32,929	\$ 4,242	\$ 37,170	
11	\$ 31,976	\$ 4,326	\$ 36,303	
12	\$ 31,024	\$ 4,413	\$ 35,437	
13	\$ 30,071	\$ 4,501	\$ 34,573	
14	\$ 29,119	\$ 4,591	\$ 33,710	
15	\$ 28,166	\$ 4,683	\$ 32,850	
16	\$ 27,214	\$ 4,777	\$ 31,991	
17	\$ 26,262	\$ 4,872	\$ 31,134	
18	\$ 25,309	\$ 4,970	\$ 30,279	
19	\$ 24,357	\$ 5,069	\$ 29,426	
20	\$ 23,404	\$ 5,171	\$ 28,575	
21	\$ 22,452	\$ 5,274	\$ 27,726	
22				
23				
24				
25				
26				
27				
28				
29				
30				
Total	\$ 630,000	\$ 87,961	\$ 717,961	

* Admin Expenses increase at 2% per year

Estimated Annual Assessment Parcel R677100000501

Parcel ID		R677100000501		
Acreage		82.86		
Assessment		\$ 440,898		
Year	Principal & Interest	Admin Expenses*	Total Annual Installment	
1				
2	\$ 41,577	\$ 3,712	\$ 45,289	
3	\$ 40,600	\$ 3,786	\$ 44,386	
4	\$ 39,624	\$ 3,862	\$ 43,486	
5	\$ 38,647	\$ 3,939	\$ 42,586	
6	\$ 37,670	\$ 4,018	\$ 41,688	
7	\$ 36,694	\$ 4,098	\$ 40,792	
8	\$ 35,717	\$ 4,180	\$ 39,897	
9	\$ 34,741	\$ 4,264	\$ 39,005	
10	\$ 33,764	\$ 4,349	\$ 38,113	
11	\$ 32,787	\$ 4,436	\$ 37,224	
12	\$ 31,811	\$ 4,525	\$ 36,336	
13	\$ 30,834	\$ 4,615	\$ 35,450	
14	\$ 29,858	\$ 4,708	\$ 34,565	
15	\$ 28,881	\$ 4,802	\$ 33,683	
16	\$ 27,904	\$ 4,898	\$ 32,802	
17	\$ 26,928	\$ 4,996	\$ 31,924	
18	\$ 25,951	\$ 5,096	\$ 31,047	
19	\$ 24,975	\$ 5,198	\$ 30,172	
20	\$ 23,998	\$ 5,302	\$ 29,300	
21	\$ 23,021	\$ 5,408	\$ 28,429	
22			\$ -	
23			\$ -	
24			\$ -	
25			\$ -	
26			\$ -	
27			\$ -	
28			\$ -	
29			\$ -	
30			\$ -	
Total	\$ 645,982	\$ 90,193	\$ 736,174	

* Admin Expenses increase at 2% per year

Estimated Annual Assessment Parcel R677900003101

Parcel ID		R677900003101		
Acreage		99.92		
Assessment		\$ 531,674		
Year	Principal & Interest	Admin Expenses*	Total Annual Installment	
1				
2	\$ 50,137	\$ 4,476	\$ 54,613	
3	\$ 48,959	\$ 4,566	\$ 53,525	
4	\$ 47,782	\$ 4,657	\$ 52,438	
5	\$ 46,604	\$ 4,750	\$ 51,354	
6	\$ 45,426	\$ 4,845	\$ 50,271	
7	\$ 44,249	\$ 4,942	\$ 49,190	
8	\$ 43,071	\$ 5,041	\$ 48,112	
9	\$ 41,893	\$ 5,142	\$ 47,035	
10	\$ 40,716	\$ 5,244	\$ 45,960	
11	\$ 39,538	\$ 5,349	\$ 44,887	
12	\$ 38,360	\$ 5,456	\$ 43,816	
13	\$ 37,183	\$ 5,565	\$ 42,748	
14	\$ 36,005	\$ 5,677	\$ 41,682	
15	\$ 34,827	\$ 5,790	\$ 40,617	
16	\$ 33,650	\$ 5,906	\$ 39,556	
17	\$ 32,472	\$ 6,024	\$ 38,496	
18	\$ 31,294	\$ 6,145	\$ 37,439	
19	\$ 30,117	\$ 6,267	\$ 36,384	
20	\$ 28,939	\$ 6,393	\$ 35,332	
21	\$ 27,761	\$ 6,521	\$ 34,282	
22			\$ -	
23			\$ -	
24			\$ -	
25			\$ -	
26			\$ -	
27			\$ -	
28			\$ -	
29			\$ -	
30			\$ -	
Total	\$ 778,982	\$ 108,755	\$ 887,737	

* Admin Expenses increase at 2% per year

Estimated Annual Assessment Parcel R698300000401

Parcel ID		R698300000401		
Acreage		201.83		
Assessment		\$ 1,073,937		
Year	Principal & Interest	Admin Expenses *	Total Annual Installment	
1				
2	\$ 101,272	\$ 9,042	\$ 110,314	
3	\$ 98,893	\$ 9,223	\$ 108,116	
4	\$ 96,515	\$ 9,407	\$ 105,922	
5	\$ 94,136	\$ 9,595	\$ 103,731	
6	\$ 91,757	\$ 9,787	\$ 101,545	
7	\$ 89,378	\$ 9,983	\$ 99,362	
8	\$ 87,000	\$ 10,183	\$ 97,182	
9	\$ 84,621	\$ 10,386	\$ 95,007	
10	\$ 82,242	\$ 10,594	\$ 92,836	
11	\$ 79,863	\$ 10,806	\$ 90,669	
12	\$ 77,485	\$ 11,022	\$ 88,507	
13	\$ 75,106	\$ 11,243	\$ 86,348	
14	\$ 72,727	\$ 11,467	\$ 84,194	
15	\$ 70,348	\$ 11,697	\$ 82,045	
16	\$ 67,969	\$ 11,931	\$ 79,900	
17	\$ 65,591	\$ 12,169	\$ 77,760	
18	\$ 63,212	\$ 12,413	\$ 75,625	
19	\$ 60,833	\$ 12,661	\$ 73,494	
20	\$ 58,454	\$ 12,914	\$ 71,369	
21	\$ 56,076	\$ 13,172	\$ 69,248	
22			\$ -	
23			\$ -	
24			\$ -	
25			\$ -	
26			\$ -	
27			\$ -	
28			\$ -	
29			\$ -	
30			\$ -	
Total	\$ 1,573,479	\$ 219,697	\$ 1,793,176	

* Admin Expenses increase at 2% per year

Attachment: SAP 2.14.17 final with exhibits (1944 : New Parks Levy Ord)

Estimated Annual Assessment Parcel R698500000401

Parcel ID		R698500000401		
Acreage		74.5		
Assessment		\$ 396,415		
Year	Principal & Interest	Admin Expenses*	Total Annual Installment	
1				
2	\$ 37,382	\$ 3,338	\$ 40,720	
3	\$ 36,504	\$ 3,405	\$ 39,909	
4	\$ 35,626	\$ 3,473	\$ 39,099	
5	\$ 34,748	\$ 3,542	\$ 38,290	
6	\$ 33,870	\$ 3,613	\$ 37,483	
7	\$ 32,992	\$ 3,685	\$ 36,677	
8	\$ 32,114	\$ 3,759	\$ 35,873	
9	\$ 31,236	\$ 3,834	\$ 35,070	
10	\$ 30,357	\$ 3,911	\$ 34,268	
11	\$ 29,479	\$ 3,989	\$ 33,469	
12	\$ 28,601	\$ 4,069	\$ 32,670	
13	\$ 27,723	\$ 4,150	\$ 31,874	
14	\$ 26,845	\$ 4,233	\$ 31,079	
15	\$ 25,967	\$ 4,318	\$ 30,285	
16	\$ 25,089	\$ 4,404	\$ 29,494	
17	\$ 24,211	\$ 4,493	\$ 28,704	
18	\$ 23,333	\$ 4,582	\$ 27,915	
19	\$ 22,455	\$ 4,674	\$ 27,129	
20	\$ 21,577	\$ 4,767	\$ 26,344	
21	\$ 20,699	\$ 4,863	\$ 25,562	
22			\$ -	
23			\$ -	
24			\$ -	
25			\$ -	
26			\$ -	
27			\$ -	
28			\$ -	
29			\$ -	
30			\$ -	
Total	\$ 580,807	\$ 81,105	\$ 661,912	

* Admin Expenses increase at 2% per year

D-5

Attachment: SAP 2.14.17 final with exhibits (1944 : New Parks Levy Ord)

Estimated Annual Assessment Parcel R639500000301

Parcel ID		R639500000301		
Acreage		129.74		
Assessment		\$ 690,347		
Year	Principal & Interest	Admin Expenses*	Total Annual Installment	
1				
2	\$ 65,100	\$ 5,812	\$ 70,912	
3	\$ 63,571	\$ 5,928	\$ 69,499	
4	\$ 62,041	\$ 6,047	\$ 68,088	
5	\$ 60,512	\$ 6,168	\$ 66,680	
6	\$ 58,983	\$ 6,291	\$ 65,274	
7	\$ 57,454	\$ 6,417	\$ 63,871	
8	\$ 55,925	\$ 6,545	\$ 62,470	
9	\$ 54,396	\$ 6,676	\$ 61,072	
10	\$ 52,867	\$ 6,810	\$ 59,676	
11	\$ 51,338	\$ 6,946	\$ 58,284	
12	\$ 49,809	\$ 7,085	\$ 56,893	
13	\$ 48,279	\$ 7,226	\$ 55,506	
14	\$ 46,750	\$ 7,371	\$ 54,121	
15	\$ 45,221	\$ 7,518	\$ 52,740	
16	\$ 43,692	\$ 7,669	\$ 51,361	
17	\$ 42,163	\$ 7,822	\$ 49,985	
18	\$ 40,634	\$ 7,979	\$ 48,612	
19	\$ 39,105	\$ 8,138	\$ 47,243	
20	\$ 37,576	\$ 8,301	\$ 45,877	
21	\$ 36,046	\$ 8,467	\$ 44,513	
22			\$ -	
23			\$ -	
24			\$ -	
25			\$ -	
26			\$ -	
27			\$ -	
28			\$ -	
29			\$ -	
30			\$ -	
Total	\$ 1,011,462	\$ 141,216	\$ 1,152,678	

* Admin Expenses increase at 2% per year

D-6

Attachment: SAP 2.14.17 final with exhibits (1944 : New Parks Levy Ord)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Mary Petty, Petty & Associates, Inc.
 Date: February 14, 2017
 Re:

Action Requested:

Consider and act upon a resolution dissolving the original Parks at Wilson Creek Public Improvement District (PID) due to the creation of the new Parks at Wilson Creek Public Improvement District authorized by City Council Resolution No. 2015-38R and resolving other matters incident thereto. (Parks of Wilson Creek) (Petty)

Background Information:

On August 11, 2105, the Parks of Wilson Creek PID was created and assessments levied shortly thereafter for Major Improvements related to water and sewer infrastructure. After creation, the developer purchased additional acreage, of which the City then secured a grant to purchase a portion of that land for parks. With the addition of the new acreage, and the reallocation of the City's contribution to the Major Improvements for water and sewer infrastructure, the Parks of Wilson Creek PID had to be expanded and assessments adjust for both factors. This resolution releases the lien of and dissolves the original PID.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Reviewed by Land Use Attorney, City Attorney and District Consultants

Supporting Documents:

Final SAP

Staff Recommendation:

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, DISSOLVING THE ORIGINAL THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT DUE TO THE CREATION OF THE NEW THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT AUTHORIZED BY CITY COUNCIL RESOLUTION NO. 2015-38R AND RESOLVING OTHER MATTERS INCIDENT THERETO

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

WHEREAS, on November 11, 2014 by Resolution No. 2014-54R the City Council (the “*City Council*”) of the City of Celina, Texas (the “*City*”) after public hearing, authorized the creation of The Parks at Wilson Creek Public Improvement District (the “*Original District*”); and

WHEREAS, on January 13, 2015, the City Council levied assessments on certain property within the Original District by Ordinance No. 2015-09 (the “*Original District Assessment Ordinance*”) for the purpose of financing certain city contributed major improvements (the “*City Contributed Major Improvements*”) as described in The Parks at Wilson Creek Public Improvement District Service and Assessment Plan approved by the Original District Assessment Ordinance; and

WHEREAS, on June 17, 2015, the owners of real property submitted and filed with the City Secretary of the City a petition (the “*Dissolution Petition*”) requesting that the City Council dissolve the Original District subject to the creation of a new public improvement district for the development known as The Parks at Wilson Creek (the “*New District*”) and to release all assessments on the property within the Original District subject to the levy of new assessments in accordance with a service and assessment plan related to the New District; and

WHEREAS, on June 17, 2015, by separate petition, the owners of real property submitted and filed with the City Secretary of the City a petition (the “*Creation Petition*”) requesting that the City Council create the New District to include the property contained within the Original District as well as certain additional property all as described by metes and bounds and depicted in the exhibits to the Creation Petition; and

WHEREAS, after providing due notice as required by applicable law, including the Act, the City Council held a public hearing on the creation of the New District; and

WHEREAS, after closing the public hearing, the City Council approved Resolution No. 2015-38R creating the New District (the “*New District Authorization Resolution*”); and

Attachment: Parks Resolution Dissolving Original PID (1945 : Parks PID Dissolution Res)

WHEREAS, the City published the New District Authorization Resolution in the *Celina Record* on Friday, August 21, 2015 as required by the Act; and

WHEREAS, on January 17, 2017, the City Council approved Resolution No 2017-05R that (i) determined the costs of the City Contributed Major Improvements, (2) approved the preliminary service and assessment plan for the New District, including the proposed assessment roll, (iii) called a public hearing on the levy of assessments on property within the New District (the “**New District Assessment Hearing**”), (iv) directed the City Secretary to provide notice of the New District Assessment Hearing as required by applicable law, including the Act, and (v) directed the City Secretary to file the proposed assessment roll and make the same available for public inspection as required by the Act; and

WHEREAS, on February 14, 2017, after providing the required notice, the City Council held the New District Assessment Hearing at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed assessment roll and the proposed assessments to be levied on property within the New District, and to offer testimony pertinent to any issue relating to the proposed assessments to be levied within the New District; and

WHEREAS, on February 14, 2017 after closing the public hearing, the City Council adopted Ordinance No. _____ (the “**New District Assessment Ordinance**”) approving the service and assessment plan, including the assessment roll, for the New District (the “**New District Service and Assessment Plan**”) and levying the assessments in accordance with the assessment roll attached to the New District Service and Assessment Plan; and

WHEREAS, the New District Assessment Ordinance and the New District Service and Assessment Plan expressly acknowledge the intent of the City Council to terminate the assessments levied for the City Contributed Major Improvements under the Original District Assessment Ordinance subject to the approval of the New District Assessment Ordinance and the levy of the assessment on property within the New District in accordance with the New District Service and Assessment Plan; and

WHEREAS, under the New District Assessment Ordinance and the New District Service and Assessment Plan the New District expressly assumes any and all obligations of indebtedness incurred by the Original District; and

WHEREAS, the Act requires that prior to the adoption of a resolution dissolving the Original District, the City Council must hold a public hearing on the advisability of dissolving the Original District in the same manner as a public hearing under Section 372.009 of the Act; and

WHEREAS, after providing due notice as required by applicable law, including the Act, the City Council held a public hearing on August 11, 2015 on the Dissolution Petition and the dissolution of the Original District; and

WHEREAS, after hearing all public comments and testimony relating to the Dissolution Petition and the dissolution of the Original District, the City Council closed the public hearing; and

WHEREAS, the City Council now wishes to dissolve the Original District and to terminate the assessment levied by the Original District Assessment Ordinance.

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

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

Section 2. The Petition submitted to the City was filed with the City Secretary and City staff determined that same complied with the requirements of the Act.

Section 3. The City Council has considered the Dissolution Petition and the evidence and testimony presented at the public hearing on August 11, 2015.

Section 4. Pursuant to the Act, including, without limitation, Section 372.011 and 372.009, and the levy of the assessments and the assumption by the New District of all obligations of indebtedness undertaken by the Original District for the City Contributed Major Improvements pursuant to the New District Assessment Ordinance, the City Council hereby finds and declares that the original The Parks at Wilson Creek Public Improvement District created by Resolution 2014-54R is dissolved for all purposes and the assessments levied by Original District Assessment Ordinance are hereby terminated.

Section 4. This resolution shall take effect immediately from and after its passage and publication as required by law.

[Signature page follows.]

Attachment: Parks Resolution Dissolving Original PID (1945 : Parks PID Dissolution Res)

PASSED AND APPROVED THIS THE 14th DAY OF FEBRUARY, 2017.

CITY OF CELINA, TEXAS

SEAN TERRY, MAYOR

ATTEST:

VICKI FAULKNER, CITY SECRETARY

Attachment: Parks Resolution Dissolving Original PID (1945 : Parks PID Dissolution Res)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: February 14, 2017
 Re: Buffalo Ridge Subdivision Ordinance Variance

Action Requested:

Consider and act upon a request for a Subdivision Ordinance Variance from Pointe Land & Development to Section 10.23.122(m)(1) Culs-de-sac, dead-end streets, to allow an over length cul-de-sac. The project is located at the northwest intersection of CR 100 and CR 97 (Coit Road) (Buffalo Ridge) (Liebman)

Action Requested:

Consider and act upon a request for a Subdivision Ordinance Variance from Pointe Land & Development to Section 10.23.122(m)(1) Culs-de-sac, dead-end streets, to allow an over length cul-de-sac. The project is located at the northwest intersection of CR 100 and CR 97 (Coit Road) (Buffalo Ridge)

Background Information:

The Subdivision Ordinance includes specific regulations for granting a variance:

Section 10.03.008 Variances and appeals

- (a) These rules and regulations are the standard requirements of the City. Suspension of any of these rules and regulations may be granted by the city council upon a good and sufficient showing by the owner that there are special circumstances or conditions affecting the property in question, or that enforcement of the provisions of this article will deprive the applicant of a substantial property right and that such suspension, if granted, will not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity. Each and every application for variance shall be decided solely and entirely on its own merits and the disposition of any prior or pending application for variance shall not be allowed to enter into or affect any decision on the application in question. Pecuniary interests standing alone shall not be justification for the granting of a variance.
- (b) The owner of any tract of land aggrieved by the decision made under these regulations by any administrator or official of the City shall first apply to the Planning and Zoning Commission for relief from such administrative decision. Any aggrieved party having any interest in the matter may appeal the ruling by the Planning and Zoning Commission regarding the decision to the City Council.

Variance Requested:

The applicant has submitted a request to allow the construction of a cul-de-sac which exceeds the 600 foot maximum allowed by the City's Subdivision regulations. The applicant has worked with the City to minimize the amount of variance needed as much as possible.

Board Review/Citizen Input:

The item was approved unanimously at Planning & Zoning Commission January 17, 2017.

Supporting Documents:

- Exhibit Illustrating the over length section.

Staff Recommendation:

Staff recommends approval of the variance request.

Staff Recommendation:

Approval as presented

CITY OF CELINA
JAN 13 2017
RECEIVED

ZONING: MU-2/PD-15
ALLA 33 PARTNERS, LLC
DOC. NO. 20150224000195730
D.R.C.C.T.

L.M. BOYD SURVEY, ABSTRACT NO. 48

REMAINDER OF
BELLAIRE PARTNERS, L.L.C.
INST. NO. 20160222000196050
O.P.R.C.C.T.

POINT OF
BEGINNING

N89°39'26"E 733.46'

N72°04'10"E 890.94'

PHASE ONE
±18.87 ACRES

PROPOSED
VARIANCE #740'

ZONING: PD ORDINANCE NO. 2015-77
PORTION OF
BELLAIRE PARTNERS, L.L.C.
INST. NO. 20160222000196050
O.P.R.C.C.T.

PROPOSED OPEN
SPACE AND
DRAINAGE EASEMENT

PHASE TWO
±24.26 ACRES

PROPOSED OPEN SPACE,
DRAINAGE EASEMENT, AND
DETENTION

EXISTING
20' WATER EASEMENT
VOL. 5808, PG. 3301
D.R.C.C.T.

COUNTY ROAD 97
FUTURE COIT ROAD
(4LD 90' ULTIMATE ROW)

S0°52'35"E 1867.96'

BANDANA DRIVE

24

1

24

9

ZONING: ETJ
DC RANCH, PHASE 1
INST. NO. 2011031700286850
D.R.C.C.T.

9.C.a

Attachment: variance (1920 : Buffalo Ridge SOV)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: February 14, 2017
Re: Neighborhood Empowerment Zone

Action Requested:

Consider and act upon a resolution establishing a Neighborhood Empowerment Zone. (Liebman)

Action Requested:

Consider and act upon a resolution establishing a Neighborhood Empowerment Zone.

Background Information:

Staff has been directed to create a Neighborhood Empowerment Zone (NEZ) to promote commercial and residential growth within the Old Donation, Old Town Residential, Historic Downtown (HD), and entry corridors (C-1 and C-2 designations) within the NEZ. Incentives within these areas shall be focused on retail uses and residential improvements, which serve the citizens within the NEZ and the City as a whole. It will also promote revitalization of downtown residential neighborhoods through new construction that is built consistent with historic stylings, as well as improvements and remodeling existing structures.

Legal Obligations and Review:

N/A

Public Notifications:

N/A

Supporting Documents:

- Proposed resolution
- Proposed NEZ policy

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CELINA CREATING A
NEIGHBORHOOD EMPOWERMENT ZONE AND SETTING FORTH
INCENTIVES AUTHORIZED TO BE USED BY THE CITY.**

WHEREAS, the City of Celina, Texas (“Celina”), is authorized under Chapter 378 of the Texas Local Government Code (the “Act”), to create a Neighborhood Empowerment Zone; and

WHEREAS, the City Council has, by resolution, made the determinations required by Section 378.002 of the Texas Local Government Code to create a Neighborhood Empowerment Zone.

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

Section 1. The recitals contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. The City Council hereby creates Neighborhood Empowerment Zone No. 1 in the area of the City depicted on the map attached as Exhibit “A”, and incorporated herein for all purposes.

Section 3. The City Council hereby finds that: (1) the creation of Neighborhood Empowerment Zone No. 1 benefits and is for the public purpose of increasing the public health, safety and welfare of the persons in the City of Celina; and (2) the creation of Neighborhood Empowerment Zone No. 1 satisfies the requirements of Texas Tax Code Section 312.202.

Section 4. The City Council hereby adopts the following incentives to be used by the City for development within Neighborhood Empowerment Zone No 1.

A. Fees.

1. The City of Celina may reimburse up to seventy-five percent (75%) of building permit fees, building inspection fees, construction inspection fees, demolition permit

Resolution Creating Neighborhood Empowerment Zone

Attachment: Celina NEZ-updated (1921 : NEZ resolution)

fees, electrical permit fees, plumbing permit fees, mechanical permit fees, certificate of occupancy fees and similar fees as determined by the City. Fees for zoning applications and planned developments may also be reimbursed at the discretion of Council. The City shall have sole discretion in determining whether any particular fee is eligible for reimbursement.

2. The City of Celina may reimburse up to seventy-five percent (75%) of water, wastewater, and roadway impact fees.

B. Taxes

1. The City of Celina may reimburse up to seventy-five percent (60%) of municipal sales tax on sales made in the Neighborhood Empowerment Zone No. 1 resulting from new development or redevelopment.

C. Written Agreement Required

1. A written agreement must be entered into with the City of Celina for a property owner and/or tenant to receive any of the authorized incentives. The project/property for which incentives are sought must be for the purpose of benefiting the Neighborhood Empowerment Zone No. 1 as determined by the City Council. Written agreements for the City's sales tax reimbursement may be for up to five (5) years.

D. Districts

The Following Districts are depicted graphically in Exhibit "A"

1. Commercial Downtown (Blue) – Eligible for reimbursement of up to seventy-five percent (75%) of building permit and impact fees for new commercial construction and remodels in the downtown area. Also offer an annual reimbursement of up to 60% of City sales taxes to incentivize the tenant to continue business in Celina. They must meet all Neighborhood Empowerment Zone Design Guidelines.

2. Entry Corridors (Purple) – Eligible for reimbursement of up to seventy-five percent (75%) of building permit and impact fees for commercial construction in the corridors leading to the downtown area. They must meet all NEZ Design Guidelines.
3. Old Town Residential (Teal) – Eligible for reimbursement of up to seventy-five percent (75%) of building permit and impact fees for new residential construction and remodels, which incorporate traditional architectural stylings found in historic Texas downtowns. e.g. craftsman, Tudor, American Four Square, Victorian, etc.
 - a. Homeowners may apply for fee reimbursements after receiving their Certificate of Occupancy.

Section 5. The City’s policy which shall specify the provisions and requirements for fee reimbursements under the Neighborhood Empowerment Zone is included in Exhibit “B”.

Section 6. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Celina Record*. Effective upon the publication of such notice, such authorization shall take effect and the District shall be established.

Section 7. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of February, 2017.

Sean Terry, Mayor
City of Celina, Texas

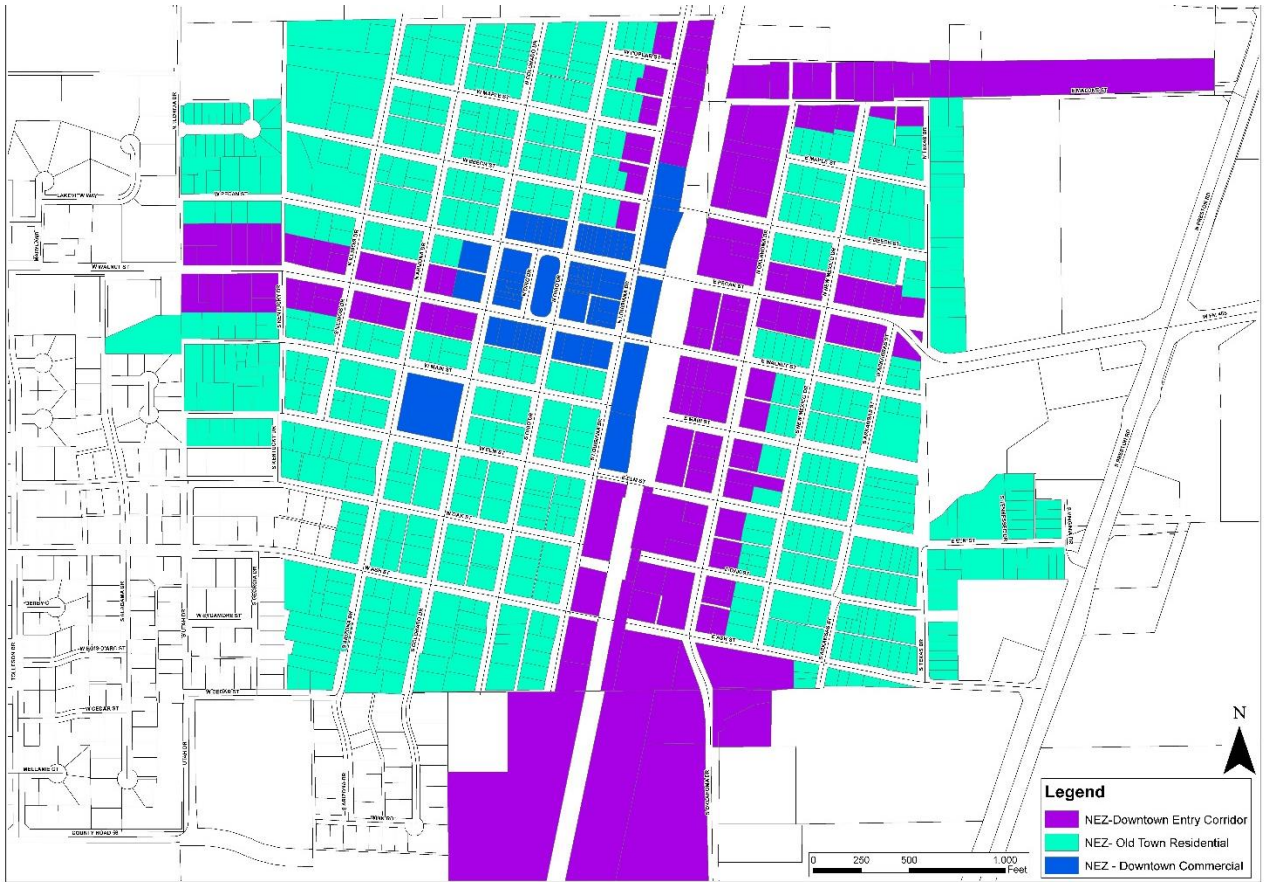
ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

EXHIBIT A **Neighborhood Empowerment Zone**



Attachment: Celina NEZ-updated (1921 : NEZ resolution)

Exhibit “B”
Downtown Neighborhood Empowerment Zone Policy

NEIGHBORHOOD EMPOWERMENT ZONE (NEZ)



- **Application Checklist**
- **Summary**
- **Incentives Guidelines**
- **Application**
- **Guidelines for New Construction**
- **Limits of NEZ**
- **Appendix**

Resolution Creating Neighborhood Empowerment Zone

Attachment: Celina NEZ-updated (1921 : NEZ resolution)

NEZ APPROVAL PROCESS

NEZ rebates are approved through City Council.

The typical steps involved in each of these approval processes are illustrated in the chart below:

Step 1	Application submitted to the Planning Department – After site plan and building elevation approval, and prior to construction of the project, a complete application is submitted to Planning & Development Services for NEZ rebates.
Step 2	Staff Review – The Planning & Development Services reviews the application for eligibility based on documentation provided.
Step 3	Staff Eligibility Determination / Recommendation – The Planning & Development Services Department will issue a letter of eligibility provided the project meets specified criteria based on the Guidelines for Construction.
Step 4	City Council Action – City Council will consider the eligibility of the project based on staff's recommendation and the parameters of the NEZ Resolution and the Guidelines for Construction in the NEZ.
Step 5	Project Construction and Completion – If City Council determines the project to be eligible, the project should begin construction and move forward toward completion with the expectation that building permit (up to 50%) and impact fees will be reimbursed based upon the satisfactory completion of the project in accordance with the approved site plan and building elevations. Once the project is complete and issued a Certificate of Occupancy, the Building Inspector inspects the development for compliance with the approved plans.
Final Step	Reimbursement – Staff processes repayment of fees to the applicant.

APPLICATION CHECK LIST

ALL APPLICATIONS MUST INCLUDE HARD COPIES AS WELL AS ELECTRONIC:

- ☐ NEZ APPLICATION must be completely filled out and signed by the current property owner.
- ☐ LETTER OUTLINING PROPOSED WORK
- ☐ TAX CERTIFICATES
- ☐ BUILDING ELEVATIONS four-sided, color elevations to scale, with material callouts are required.
- ☐ RELEVANT SUPPORTING INFORMATION regarding the history of the structure, photos, etc. (residential only)

Attachment: Celina NEZ-updated (1921 : NEZ resolution)

SUMMARY

The intent of the Neighborhood Empowerment Zone (NEZ) is to promote commercial and residential growth within the Old Donation, Old Town Residential, Historic Downtown (HD), and entry corridors (C-1 and C-2 designations) within the NEZ. Incentives within these areas shall be focused on retail uses and residential improvements, which serve the citizens within the NEZ and the City as a whole. It will also promote revitalization of downtown residential neighborhoods through new construction that is built consistent with historic stylings, as well as improvements and remodeling existing structures.

INCENTIVES AND GUIDELINES

Commercial

Reimbursement for building permit and impact fees for new commercial construction and remodels, which match the City of Celina's design guidelines for the Historic Downtown District.

- Building permit fee reimbursement (up to 75%) & impact fees (up to 75%) for new commercial construction and remodels in the downtown area and along corridors into the downtown area;
- Impact fee reimbursement on new commercial construction in the downtown area and along corridors leading into the downtown area;
- Sales tax reimbursement (up to 60%) for up to five (5) years for tenants/business owners within the downtown area; and
- Commercial development in the Neighborhood Empowerment Zone should be consistent with what would be associated with a historic downtown.

Residential

Reimbursement for building permit (up to 75%) & impact fees (up to 75%) for new residential construction and remodels, which incorporate traditional architectural style found in historic Texas downtowns, e.g. Craftsman, Tudor, American Four Square, Victorian, etc.

- Owners must be spending a minimum of \$10,000 on updates;
- Owners applying for the Neighborhood Empowerment Zone must maintain exemplary upkeep of their home and property;
- Owners must provide a narrative, including photos if they are available, explaining research that was conducted on the residence explaining historical history, any renovations or upkeep maintenance that was done, etc.; and
- Applicants are encouraged to speak with the Celina Heritage Association & Museum to gather any available information on their home.

Resolution Creating Neighborhood Empowerment Zone

Ineligibility

- Properties with delinquent taxes, liens, or if they have had a code enforcement violation within the last year (unless under new ownership), are ineligible for incentives in the NEZ.
- Properties under a Building and Standards Commission order are ineligible for incentives in the NEZ unless the property is under new ownership.
- Non-conforming uses and structures are ineligible for incentives.

The following land use types are ineligible for incentives:

- Antenna (Commercial)
- Banks
- Check Cashing/Payday lending
- Community Home
- Duplex/triplex/four family dwellings
- General office
- Industrial/Warehousing
- Manufacturing uses (light and heavy industry)
- Multi-family
- Pawn shops
- Places of worship/churches
- Rooming/Boarding house
- Sexually oriented businesses
- Wholesale supplies



NEIGHBORHOOD EMPOWERMENT ZONE APPLICATION

142 N. Ohio St.
Celina, Texas 75009

APPLICANT INFORMATION

Contact Name: _____ Phone: _____

Address: _____ City: _____ State: ____ Zip: _____

Email Address: _____

PROPERTY OWNER INFORMATION (If different from above)

Contact Name: _____ Phone: _____

Address: _____ City: _____ State: ____ Zip: _____

Email Address: _____

PROPERTY INFORMATION

Address: _____ Acreage: _____

Legal Description: _____

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specific or not. The granting of a Certificate of Eligibility does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. All work is subject to verification through approved final inspections.

ADDRESS OF SUBJECT PROPERTY: _____

SIGNATURE: _____ DATE: _____

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND and seal of office this _____ day of _____, 20____, A.D.

Notary Public

Resolution Creating Neighborhood Empowerment Zone

Attachment: Celina NEZ-updated (1921 : NEZ resolution)

GUIDELINES FOR CONSTRUCTION IN THE NEZ

New construction and renovations in the Neighborhood Empowerment Zone (NEZ) should be compatible with the massing, size, scale, and architectural features of the surrounding structures. Construction in the NEZ should not attempt to recreate or replicate a past architectural style in its entirety but should take cues from the architectural and design elements of surrounding historic structures. Architectural style for residential shall be consistent with Craftsman, Tudor, American Four Square, or Victorian in the NEZ.

The following aspects of new construction in the NEZ should be visually compatible with the buildings and environment with which the new construction is related. These include but are not limited to: height, proportion between width and height of façade, proportion and relationship between doors and windows, rhythm of solids and voids created by openings in the façade, materials, textures, colors, patterns, trims, and design of the roof. New construction in the NEZ should also preserve the existing rhythm created by existing masses in the neighborhood and commercial downtown.

New construction in the Neighborhood Empowerment Zone (NEZ) should be developed similar to existing historic structures and be built in a way that preserves and enhances the image, character, and unique qualities of the neighborhood. The unique identity of the City of Celina and the history of the area prior to its founding, which produced significant historic, architectural, archaeological, and cultural resources, requires that this district:

- Protect and enhance the landmarks, which represent distinctive elements of Celina's historic, architectural and cultural heritage;
- Foster civic pride in accomplishments of the past;
- Protect and enhance Celina's attractiveness to visitors and the support and stimulus to the economy thereby provided;
- Ensure the orderly, efficient and appropriate growth and development of Celina;
- Promote economic stability and prosperity of the community by encouraging the most appropriate use of such significant property in Celina; and
- Stabilize and improve property values.

APPENDIX

Commercial Design Standards

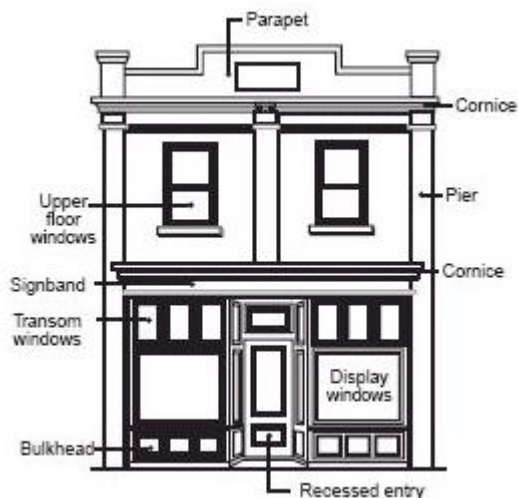
Windows- Reflective glass shall not be used for windows; detailing for windows, doors, and other openings shall be of wood, glass, anodized aluminum or painted aluminum.

Required Massing – In order to ensure the aesthetic value and visual appeal of land uses and structures, the facades of all structures that contain ninety (90) feet or more frontage along a public street must be offset, varied, and articulated, at least three (3) feet in depth for every thirty (30) feet in horizontal surface length.

Facades offsets shall be shown, along with calculations verifying that the building elevations meet the above requirement, on a building façade (elevation) plan submitted for Commission review and approval by the Governing Body, along with the site plan.

Primary Entryways – Primary entryways shall be recessed a minimum of three (3) feet from the front building façade and shall be clearly defined by an architectural or landscape feature.

Recessed Entryway



Pedestrian Streetscape – Pedestrian spaces shall be treated with amenities that are selected based upon their ability to unify the streetscape. It is important that elements such as construction materials, colors, textures, and fixture design complement the historic downtown concept. These features shall be repeated throughout the streetscape so as to unify the district as a whole.

Architectural Design

All building materials shall be established on architectural elevations and supporting information as approved by the City.

Exterior Appearance:

Materials:

- 1) 100 percent of the cladding of exterior walls shall be of brick, stone, or cast stone construction, or by the adopted exterior building standards.
- 2) Alternative materials for exterior cladding may be authorized through a Planned Development District zoning.
 - a. Use of alternative materials to provide emphasis to primary entrances. Alternative materials may provide for the appearance of wood construction for primary entryways.
 - b. Alternative materials may be approved by the City upon determination that the proposed materials will result in an appearance that is consistent with the purpose and intent of this section, any surrounding buildings, and the overall character of the District.
 - c. Existing, unpainted brick shall not be painted except where necessary to provide a uniform color to hide repair work.
 - d. The City of Celina Sign Ordinance shall govern all painting on the exterior wall of a primary structure for the advertising of foods and/or services.

Colors:

- 1) The dominant color of all buildings shall be shades of white, warm gray, red, green, blue, beige, brown, and/or black.
- 2) Modern, multi-color brick blends are prohibited.

Windows:

- 1) Upper façade windows shall be placed symmetrically on the façade.
- 2) Windows, other than display windows located on the ground, shall be rectangular with the proportion of the height being no smaller than two and one-half (2 ½) times the width and no larger than four (4) times the width.
- 3) Windows shall be of a divided light design with a minimum of two (2) panes over two (2) panes.

- 4) Windows shall be constructed with windowsills extending a minimum of two (2) inches from the exterior façade of the structure.
- 5) Display Areas, Windows, or Doorways Required – A minimum of forty (40) percent of the building façade along the ground floor and adjacent to a public street shall consist of display areas, windows, or doorways.

Transoms: Transoms are to be constructed above each main or principal door. Transoms shall be constructed with or without glass and of a design complementary to the overall architectural design of the building.

Design Features: A minimum of three (3) of the following design features must be incorporated into the front of the building elevations:

- I. Bracketed dentil course constructed along the top edge of the parapet for the entire building frontage:

Bracketed Dentil Course



- II. Secondary cornice separating the ground floor from the second floor:

Secondary Cornice



- III. Quoins located at the building corners;
- IV. Decorative masonry course integrated into the masonry façade of the parapet:

Decorative Masonry Course



- V. Transoms located above second and third story windows;

Transoms located above upper story windows



- VI. Canopies installed along that portion of the building located immediately adjacent to a public street and meeting the following standards:
- Canopies shall be constructed of permanent metal materials.
 - Canopies shall extend along seventy-five (75) percent of the total building frontage.
 - Canopies may extend a maximum of eight (8) feet into the street right-of-way.
 - A minimum clearance of eight (8) feet must be maintained above all sidewalks and a minimum clearance of fourteen (14) feet must be maintained above the street pavement.

Metal Canopy



- VII. Roofs: Building walls shall extend to parapets that enclose the roof area. Said parapets shall be of a sufficient height to fully screen the roof and any mechanical equipment located on the roof.
- VIII. Gazebos and Kiosks – Gazebos and kiosks shall be permitted in interior open spaces visible from a public right-of-way. They shall be consistent with or complementary to the architectural design utilized for the primary structure.
- IX. Trash Storage Areas and Mechanical Equipment – Trash storage areas, mechanical equipment, and other such items shall not be visible from a public street and area prohibited between the primary structure and a public street. Trash storage areas, mechanical equipment, and similar items shall be fully screened with a masonry screening wall and solid metal door and constructed of like and similar masonry materials to those of the primary structure.

Lighting – Lighting may be used to accent architectural details, emphasize primary entrances, accent signs, illuminate sidewalks, and illuminate parking areas and service entrances for public safety concerns. Lighting should meet the following criteria.

- Light fixtures and light standards visible from a public street or public right-of-way shall be of an architectural design that is compatible with the architectural design of the primary structure.

Resolution Creating Neighborhood Empowerment Zone

- b. A lamp that conveys the color spectrum that is similar to natural daylight is preferred. Metal halide and color-corrected sodium lamps are appropriate.
- c. Installed light sources may not use the equivalent of more than 1,200 lumens per bulb and shall be installed in such a manner so as to be shielded from public view and mitigate glare and light spill.
- d. There shall be no direct illumination of any residential use or zoning district adjacent to a proposed district development.
- e. Lights shall be fully shielded to minimize light trespass onto any residential zoning district. "Full shielded" means a technique or method of construction or manufacture that does not allow any light dispersion to shine above the horizontal plane from the lowest light emitting point of the light fixture. Any structural part of the light fixture providing this shielding shall be permanently affixed to the light fixture.

Existing Structures – The standards contained herein shall apply to all existing primary structures located within the district.

a. Minimum Maintenance Required:

- a. Every owner, person, business, or entity in possession or control of an existing structure shall keep and maintain the property and premises preserved against decay and be kept free of structural defects through the prompt repair of the following:
 - i. Deteriorated or defective waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors.
 - ii. Defective or insufficient weather protection for exterior wall covering, including lack of paint or other protective covering.
 - iii. Any fault or defect in the building that renders it not properly watertight or structurally unsafe.

Design Compliance Required:

- A. All changes to existing development located within the district shall be reviewed and approved by the Historic Preservation Commission before any building permits shall be issued.
- B. There shall be no alteration of existing condition of land, structure, application of new exterior siding material, creation of a new window or dormer, creation of a new entry way or doorway, creation of a driveway or parking facility, addition of a satellite dish, construction of a fence or garage, or enclosure of a porch within the district except as provided herein. Ordinary maintenance and repair shall be excluded.
- C. The following general review criteria shall be met in evaluating any proposed activity specified in (B) above:
 - a. The proposed work complies with the design guidelines specified.
 - b. The integrity of an individual historic structure is preserved.

- c. New buildings or additions are designed to be compatible with surrounding historic properties.
- d. The overall character of the historic district is protected.

Residential Design Standards

Craftsman

The Arts & Crafts Movement began in the mid-1800s and is the mark in architectural history where more natural features evolved. Bungalows and prairie homes were associated with this movement. Bungalows were built with cobblestones as the foundation with broad chimneys, and the rest of the home was constructed of wood or shingles in natural shades. They also were associated with long pitched roofs, exposed rafters along its wide eaves, and a large front porch. Prairie Style homes are two story homes with a very horizontal appearance, seemingly flat roofs, wide overhanging eaves, and large plain chimneys.

Craftsman Style features:

- Rustic or prominent square style
- Exaggerated foundation & porch pillars
- Wide, deep front porches
- Bracketing and face boards
- Masonry base and piers
- Symmetrical roof
- Layout emphasizes horizontally
- Sheltering overhangs
- Heavy and dark wood
- Rustic details of brick or stone



Four Square

The foursquare is one of the most popular homes built in the post-Victorian period. This style of home features a box-like appearance, flat walls, two full stories capped by a third story, a prominent porch that spans the entire front of the house, and simple windows and doors. ‘

Four Square Style features:

- Two stories
- Horizontal appearance
- Wide eaves
- Wood piers and balustrades on porch
- Pitched roof
- Symmetrical massing
- Chimney on rear side of building



Tudor

In the late 1800s and early to mid-1900s, some American homes were built based on a medley of late Medieval and early Renaissance styles. These homes are typically a-symmetrical, feature steep-pitched roofs, masonry chimneys, embellished doorways, groupings of windows, and decorative half-timbering.

Tudor features:

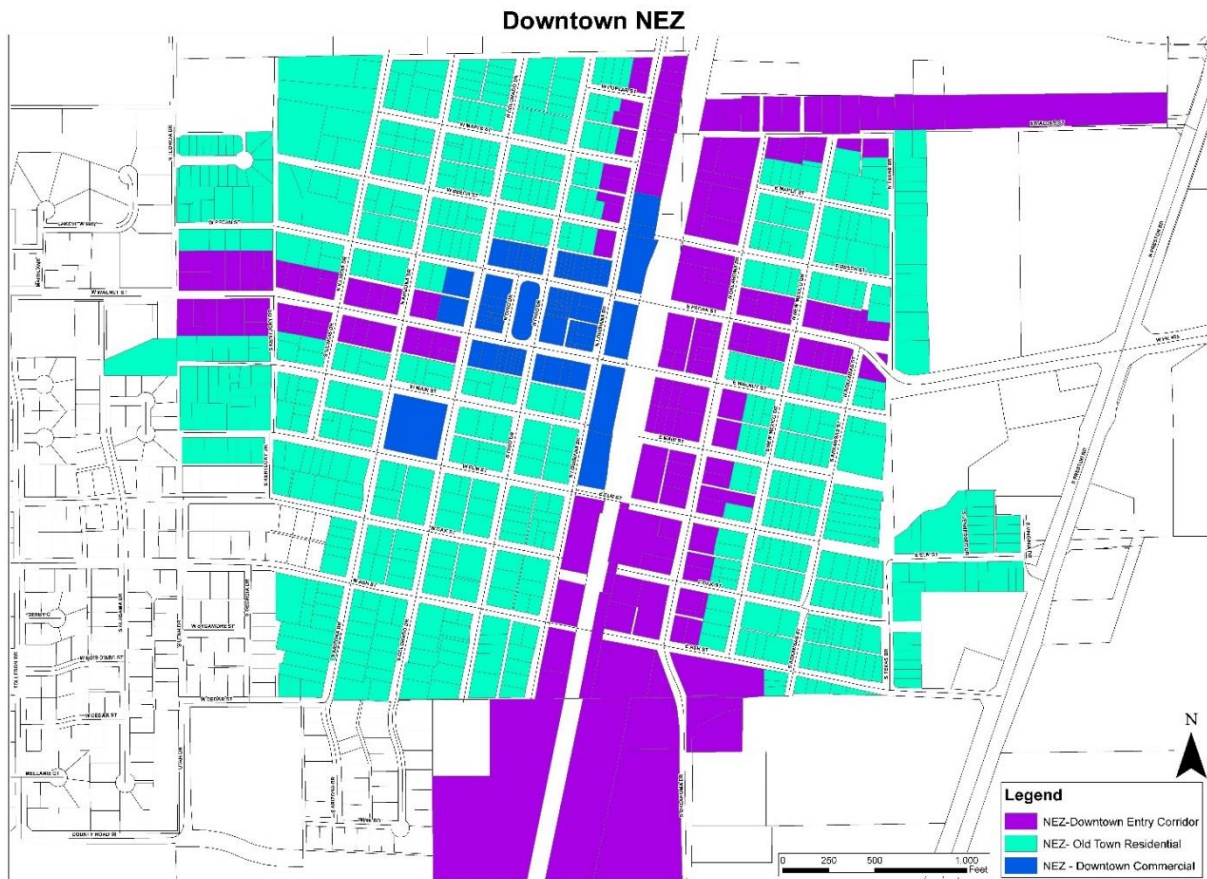
- Casement windows grouped in rows of three or more
- Windows framed in wood or metal
- Steep gabled roof
- Asymmetrical assemblage of architectural elements
- Thick masonry wall
- Bay windows
- Arch openings
- Board and batten doors



Attachment: Celina NEZ-updated (1921 : NEZ resolution)

Examples of New Construction





Definitions

1. Commercial Downtown (Blue) – Eligible for reimbursement of up to 75% of building permit and impact fees for new commercial construction and remodels in the downtown area. Also offer an annual reimbursement of up to 60% of City sales taxes to incentivize the tenant to continue business in Celina.
2. Entry Corridors (Purple) – Offer reimbursement of up to 75% of building permit and impact fees for commercial construction in the corridors leading to the downtown area.
3. Old Town Residential (Teal) – Offer reimbursement of up to 75% of building permit and impact fees for new residential construction and remodels, which incorporate traditional architectural stylings found in historic Texas downtowns. e.g. craftsman, Tudor, American Four Square, Victorian, etc. New residential and remodels must meet all design standards outlined in the Zoning Ordinance for the Old Town Residential district.
 - a. Property owners may apply for fee reimbursements after receiving their Certificate of Occupancy.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robyn Miga, Planner
 CC: Rick Chaffin, Interim City Manager
 Date: February 14, 2017
 Re: Lilyana Final Plat

Action Requested:

Consider and act upon a Final Plat for Lilyana (Wells South), being approximately 95.68 acres situated in the Jonathan Westover Survey, Abstract No. 1030 & W. Wilhite Survey, Abstract No. 1002, Collin County, Texas, comprised of 293 residential lots, seven (7) open space lots, and one (1) amenity center lot. The property is generally located north of Frontier Parkway, east of County Road 83, and west of County Road 84. (Lilyana Final Plat) (Liebman)

Action Requested:

Consider and act upon a Final Plat for Lilyana Phase 1 (Wells South), being approximately 95.68 acres situated in the Jonathan Westover Survey, Abstract No. 1030 & W. Wilhite Survey, Abstract No. 1002, comprised of 293 residential lots, seven (7) open spaces, and one (1) amenity center lot. The property is generally located north of Frontier Parkway, east of County Road 83, and west of County Road 84. (Lilyana Phase 1 Final Plat)

Background Information:

Staff has reviewed the proposed Final Plat for Lilyana Phase 1 (Wells South), and has determined that the plat meets all requirements.

Public Notice:

N/A

Supporting Documents:

- Plat Exhibit

Legal Review:

N/A

Board Review/Citizen Input:

Planning & Zoning Commission approved the item unanimously January 17, 2017.

Staff Recommendation:

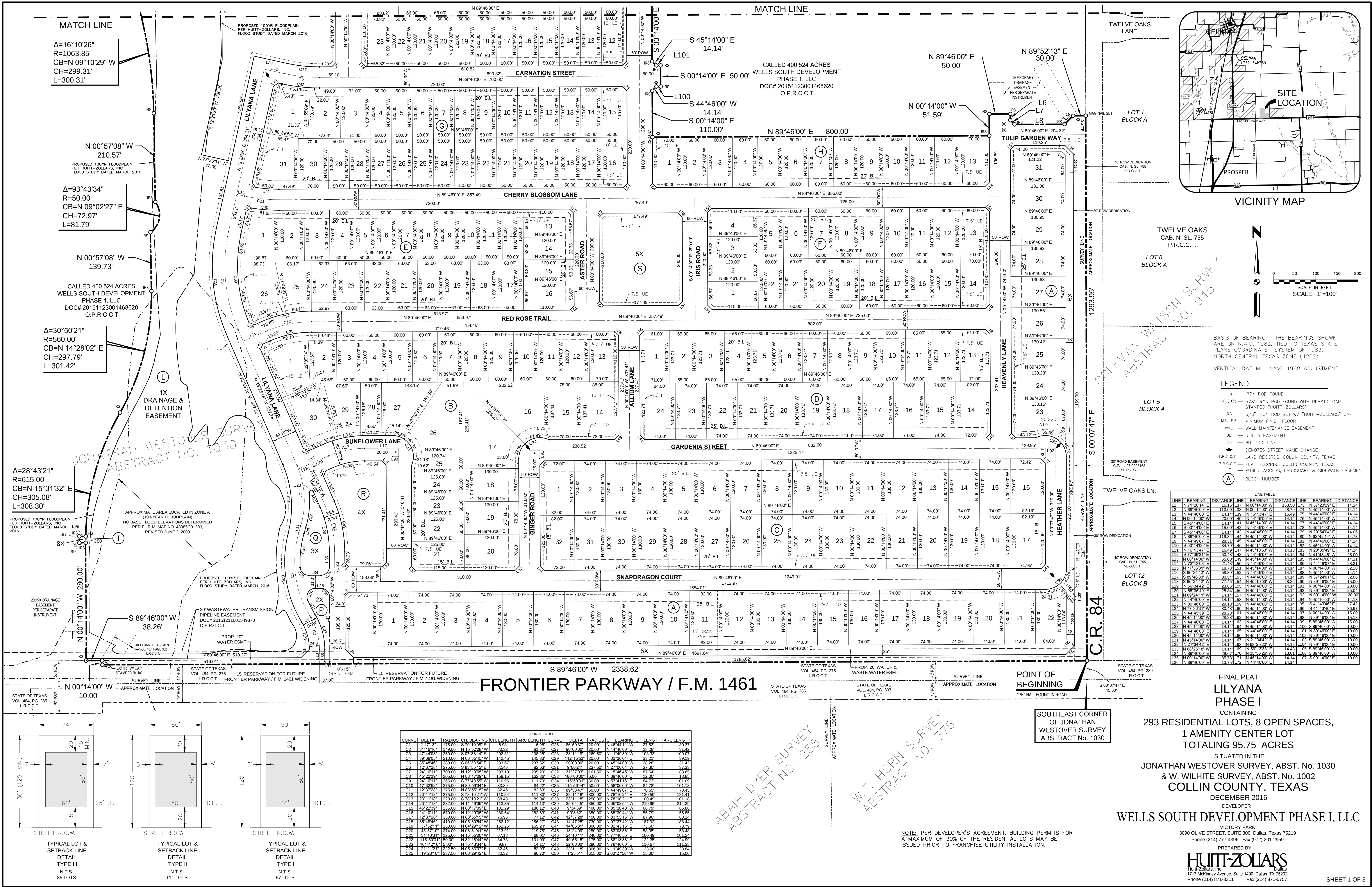
Staff recommends that the item be approved on the condition that the plat is not filed with Collin County

until all of the public infrastructure has been inspected and accepted by the City.

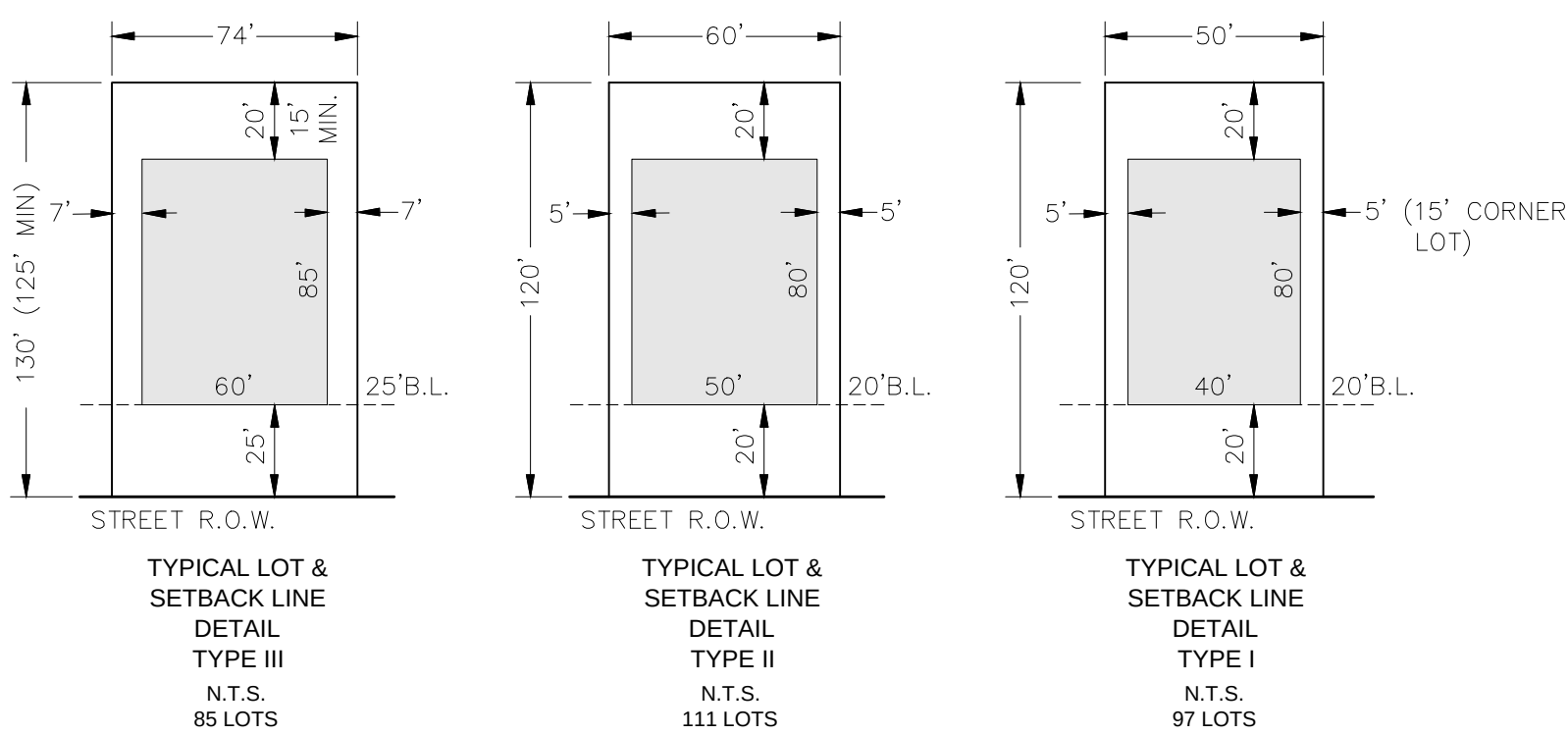
Staff Recommendation:

Approval

DWG: h:\proj\302791_0205 Desgn\Wells South (Celina Texas)\Phase 1\Final\Plat\CONV-FINAL PLAT.dwg USER: epaladamez
DATE: Jan 16, 2015 5:10pm XREFS: 302791.01 BASE: PH1-BASE 302791.01 TREE SURVEY NEWMAP AERIAL CONTOURS Berlin Boundary



DATE: 1/16/2017 5:10pm XREFS: 30279101, BASE PH1-BASE 30279102, CONST-PLT-BD, WELLS SOUTH-LOCATION MAP, HILLWOOD MASTER PLAN 30279101, TREE SURVEY, NEWMAP, AERIAL CONTOURS, Berlin Boundary



NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. * ALL COMMON AREAS AND OPEN SPACE LOTS (1X, 2X, 3X, 4X, 5X, AND 6X) SHALL BE OWNED BY CITY AND MAINTAINED BY H.O.A.
- * AMENITY CENTER LOT 7X TO BE OWNED AND MAINTAINED BY H.O.A.
- * LOT 8X TO BE OWNED & MAINTAINED BY H.O.A.

3. THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF CELINA (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES, SUCCESSORS AND ASSIGNS: THE PORTION OF **LILYANA PHASE I** AS SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT." THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN ACCESSIBLE AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION. NO CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT, AS HEREIN ABOVE DEFINED SHALL BE PERMITTED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY DRAINAGE IN OR ADJACENT TO THE SUBDIVISION, THEN IN SUCH EVENT, THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE FAILURE OF ANY STRUCTURE OR STRUCTURES, WITHIN THE EASEMENT.

CALLLED 400.524 ACRES
WELLS SOUTH DEVELOPMENT
PHASE I, LLC
DOC# 20151123001468620
O.P.R.C.C.T.

JONATHAN WESTOVER SURVEY
ABSTRACT NO. 1030

CALLLED 400.524 ACRES
WELLS SOUTH DEVELOPMENT
PHASE I, LLC
DOC# 20151123001468620
O.P.R.C.C.T.

FINAL PLAT
**LILYANA
PHASE I**
CONTAINING
**293 RESIDENTIAL LOTS, 8 OPEN SPACES,
1 AMENITY CENTER LOT
TOTALING 95.75 ACRES**
SITUATED IN THE
**JONATHAN WESTOVER SURVEY, ABST. No. 1030
& W. WILHITE SURVEY, ABST. No. 1002
COLLIN COUNTY, TEXAS**
DECEMBER 2016
DEVELOPER
WELLS SOUTH DEVELOPMENT PHASE I, LLC
VICTORY PARK
3090 OLIVE STREET, SUITE 300, Dallas, Texas 75219
Phone (214) 777-4396 Fax (972) 201-2959
PREPARED BY:
HUIT-ZOLLARS
HUIT-ZOLLARS, INC. Dallas
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3311 Fax (214) 871-0757

CITY PROJECT NUMBER: P-201511-01 PROJECT NUMBER: R302791.02



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: February 14, 2017
 Re: Creeks of Legacy West

Action Requested:

Consider and act upon a Construction Plat for Creeks of Legacy West, Phase 1, being approximately 54.131 acres situated in the J. McKinn Survey, Abstract No. 889, W. Phillips Survey, Abstract No. 1029, and the A. Thomasson Survey, Abstract No. 1265, Denton County, Texas, comprised of 188 residential lots and nine (9) open space/common areas. The property is located north of Frontier Parkway, and to the west of Legacy Drive. (Creeks of Legacy West Construction Plat) (Liebman)

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Background Information:

Staff has reviewed the proposed Construction Plat for Creeks of Legacy West, and has determined that the outstanding comments are of a minor nature and can be revised prior to allowing them to schedule a Pre-Construction meeting.

The outstanding comments are:

1. Landscape & Screening Plans are to be submitted prior to pre construction meeting occurring.

Board Review/Citizen Input:

The item was approved unanimously at Planning & Zoning Commission January 17, 2017.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Plat Exhibit

Staff Recommendation:

Staff recommends approval pending comments being addressed prior to scheduling a pre construction meeting.

Staff Recommendation:

Approval as presented

