



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

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Celina Fire Department - Gift Presentation on behalf of the Main Street Advisory Board. (Barton)
- B. Staff update on Collin County Transit. (Rodriguez)
- C. Annual Racial Profiling Report. (Griggs)
- D. Discussion regarding hands-free ordinance. (DeBuff)
- 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. Discussion regarding Development Agreement between the City of Celina and Dynavest, Inc. and related permitting issues.

Reconvene Into Open Session

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

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

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

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

A. Minutes Approval:

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

- B. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Celina Independent School District and Collin County MUD #1, and a Joint General Election Agreement by and among the City of Celina and Denton County Elections Administrator and political subdivisions of Denton County. (Faulkner)
- C. Consider and act upon appointment of Jennifer Blanco to the Library Board for an unexpired term. (Shaw)
- D. Consider and act upon appointment of Dante Ramirez to the Main Street Advisory Board. (Barton)
- E. Consider and act upon a copyright license agreement by and between D&S Restaurant LLC and the City of Celina. (Barton)
- F. Consider and act upon a resolution from GBT Celina 10 LLC for the voluntary annexation of an approximately 10.346 acre tract of land situated in the M.L. Ousley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas and set two public hearing dates on March 13, 2018 at 5:00 p.m. and on April 10, 2018 at 5:00 p.m. at 112 N. Colorado St., Celina, TX 75009. The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Rodriguez)
- G. Consider and act upon a construction plat for Green Meadows Phase 1, being a ±127.873 acre tract of land situated in the Robert Cowan Survey, Abstract No. 211, Denton County, Texas, generally located west and south of FM 428, north of Carey Road, and east of FM 1385, containing 396 residential lots and 17 open space lots. (Green Meadows Phase 1 Construction Plat) (Rodriguez)
- H. Consider and act upon a resolution authorizing the City Manager to discuss annexation and/or negotiate Chapter 43 and/or Chapter 212 Annexation/ETJ Development Agreements with owners of property in the City's Extraterritorial Jurisdiction. (Rodriguez)
- I. Consider and act to authorize the City Manager to execute Amendment #1 to the Wells South Development Agreement. (DeBuff)
- J. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Willco Underground in the amount of \$580,825.00 for the CR 134 18 inch water line project. (Johnson)
- K. Consider and act to authorize the City Manager to execute Amendment #1 to the Glen Crossing Development Agreement. (DeBuff)

- L. Consider and act to authorize the City Manager to negotiate and execute an interlocal cooperation agreement by and between the City of Celina and the Celina Independent School District regarding joint facility use and fee waivers. (DeBuff)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed assessments to be levied against the assessable property within the Chalk Hill Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±95 acre tract of land situated in the in the George W. Eastes Survey, Abstract Number 299, the William W. Shawver Survey, Abstract Number 810, the William B. Tucker Survey, Abstract Number 912, and the Wade H. Rattan Survey, Abstract Number 753, City of Celina, Collin County, Texas and is generally located south of Highway 102, north of Highway 105, east of Preston Road, and west of Highway 132. (Chalk Hill) (DeBuff)
- B. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed assessments to be levied against the assessable property within The Columns Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±48.784 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, City of Celina, Collin County, Texas and being a portion of those tracts of land conveyed to Lucas Celina 209, LTD, Collin County, Texas, and is generally located south of County Road 51, north of Punk Carter Parkway, east of Dallas Parkway, and west of Light Farms Way. (The Columns) (DeBuff)

IX. ACTION ITEM:

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

X. ADJOURNMENT:

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

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

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

Date Notice Removed



Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: MinuteTraq Admin,
Date: February 13, 2018
Re: Celina Police Association-Gift Presentation on behalf of the Main Street Advisory Board.

Action Requested:

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

Background Information:

The Main Street Advisory Board would like to thank the Celina Fire Department for their support and protection of Celina's historic downtown including the businesses, the residents, the public space, and the community during events. The downtown is the heart of the city and without protection it would not flourish. As a token of gratitude from the board, we present a gift of \$1,000.00 to the Celina Fire Department.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

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: Alexis Jackson, Director of Development Services
CC: Jason Laumer, City Manager
Date: February 13, 2018
Re: Staff Update on Collin County Transit (Rodriguez)

Action Requested:

Staff update on Collin County Transit. (Rodriguez)

Staff Recommendation:



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, JANUARY 9, 2018 AT 5:03 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	Absent	
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	Absent	

Mayor Pro Tem Chad Anderson called the meeting to order at 5:05 p.m.

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

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

Main Street Board President Jack Ousley presented the Police Department with a check for \$1000.00 in thanks for their help making downtown events safer.

B. New employee introductions. (Griggs) (Laumer)

City Manager Jason Laumer introduced new Human Resources Director Bonita Hall. Police Chief Tony Griggs introduced new officers Colton Raper and Alexander Jones.

C. Discussion regarding Splash and Blast event. (Matehuala)

City Manager Jason Laumer discussed dates for this event now and in the future.

D. Discussion regarding revisions to Preston Road Overlay. (Jackson)

Director of Development Services Alexis Jackson presented proposed changes to the Preston Road Overlay District.

E. Discussion regarding Strategic Plan. (Laumer)

City Manager Jason Laumer asked Council for ideas on dates and places for an upcoming workshop.

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

Minutes Acceptance: Minutes of Jan 9, 2018 5:03 PM (Minutes Approval)

No other items were discussed.

III. **EXECUTIVE SESSION:**

The City Council adjourned into executive session at 5:24 p.m. with Director of Engineering Services Gabe Johnson, City Manager Jason Laumer and City Attorney Lance Vanzant.

A. 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.

B. Discussion regarding South East Sector project and settlement negotiations. (Johnson)

Reconvene Into Open Session

The City Council reconvened into open session at 5:51 p.m.

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

No action was taken out of executive session.

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

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

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

VI. **OPEN FORUM:**

No public comment was received.

VII. **CONSENT AGENDA:**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Webber, Place 1
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Webber, Roberts, Anderson, Nabors
ABSENT:	Hopkins

A. Minutes Approval:

1. City Council - Regular Meeting - Dec 12, 2017 5:00 PM

B. Consider and act upon a Construction Plat, being an approximate 18.74 acre tract of land situated in the Collin County Land Survey, Abstract No. 167, generally located west of the BNSF Railroad, east of Dallas Parkway, north and west of CR 53, and south of CR 55. (Burnco Construction Plat) (Rodriguez)

C. Consider and act upon a Final Plat for the Staley Addition, being an approximately 2 acre tract of land situated in the Collin County School Land Survey, Abstract No. 170, City of Celina, Collin County, Texas. The property is generally located west of the BNSF Railroad, east of North Louisiana Drive, North of Malone Street, and south of CR 95. (Staley Final Plat) (Rodriguez)

- D. Consider and act upon a petition from GBT Celina 10 LLC for the voluntary annexation of an approximately 10.346 acre tract of land situated in the M.L. Ousley, J.C. Floyd, and J.M. Floyd Survey, Abstract No. 1053, Collin County, Texas and set two public hearing dates on February 13, 2018 at 5:00 p.m. and on March 13, 2018 at 5:00 p.m. at 112 N. Colorado St., Celina, TX 75009, The property is generally located north of CR 95, west of Business 289, and south of CR 994. (Celina 10 Annexation) (Rodriguez)
- E. Item E was moved to Items Moved From Consent Agenda
- F. Consider and act upon an agreement by and between the State of Texas and the City of Celina for the furnishing, installation and maintenance of traffic signal preemption equipment. (Johnson)
- G. Consider and act upon a resolution of the City Council of the City of Celina, Texas, authorizing the City Manager, adding the Accounting Manager and removing the Interim City Manager, to sign checks and drafts on city accounts. (Toutounchian)
- (2018-01R)
- H. Consider and act upon approval of an updated Investment Policy for the City of Celina, Texas. (Toutounchian)
- I. Consider and act upon approval for a Debt Management Policy for the City of Celina, Texas. (Toutounchian)
- J. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Nine, City of Celina, Texas. (The Columns) (DeBuff)
- (2018-01)
- K. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Ten, City of Celina, Texas. (Chalk Hill) (DeBuff)
- (2018-02)
- L. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Eleven, City of Celina, Texas. (Downtown) (DeBuff)
- (2018-03)
- M. Consider and act upon a resolution of the City Council of the City of Celina, Texas, ordering and calling a General Election for the purpose of electing a council member for Place 2 and a council member for Place 3 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 5, 2018. (Faulkner)
- (2018-02R)

ITEMS MOVED FROM CONSENT AGENDA:

Minutes Acceptance: Minutes of Jan 9, 2018 5:03 PM (Minutes Approval)

- N. Consider and act upon a petition from Rene Bates for the voluntary annexation of an approximately 61.035 acre tract of land situated in the McKenzie Wilhite Survey, Abstracts 1008 and 1009 and set two public hearing dates on February 13, 2018 at 5:00 p.m. and on March 13, 2018 at 5:00 p.m. at 112 N. Colorado St., Celina, TX 75009, the property is generally located south of Choate Parkway, east of Preston Road, west of FM 2478 and north of Ownsby Parkway. (Overlook at Wilson Creek Annexation) (Rodriguez)

No action was taken on Item E.

RESULT: NO ACTION

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending ordinance no. 2006-57, as heretofore amended, the same being the comprehensive zoning ordinance, and amending the official zoning map of the city by designating the zoning an approximately 18.74 acre tract of land, situated in the Collin County School land Survey, Abstract No. 167, from AG to a Planned Development with a base zoning designation of HI, Heavy Industrial, that is approximately, the property is generally located west of the BNSF Railroad, south of the future Collin County Outer Loop, north of CR 53, and east of CR 52. (Burnco PD) (Rodriguez)

(2018-04) Mayor Pro Tem Anderson opened the hearing at 5:58 p.m. Corbett Howard, 1300 Bateman Lane, asked where the sales office is located. Thomas Eyeington, Keller, Texas, representing the applicant answered the question of sales office location, sales tax and lighting. There being no further comment Mayor Pro Tem Anderson called for a vote.

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

IX. ACTION ITEM:

- A. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, amending the budget for the fiscal year 2017-2018. (personnel) (Toutouchian)

(2018-05)

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

X. ADJOURNMENT:

There being no further comment Mayor Pro Tem Anderson adjourned the hearing at 6:06 p.m.

Minutes Acceptance: Minutes of Jan 9, 2018 5:03 PM (Minutes Approval)

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Jan 9, 2018 5:03 PM (Minutes Approval)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Vicki Faulkner, City Secretary
 CC: Jason Laumer, City Manager
 Date: February 13, 2018
 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 Collin County MUD #1, and a Joint General Election Agreement by and among the City of Celina and Denton County Elections Administrator and political subdivisions of Denton County. (Faulkner)

Background Information:

The May 5th General Election will require services and voting equipment to be provided by Collin and Denton Counties. The Celina Independent School District, and Collin County MUD #1, 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 three entities participating is \$4,081.01. 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. Denton County has stated that they are going to a new cost sharing method next year and our costs (along with the number of Denton County voters due to growth) will likely rise.

Legal Review:

The City Attorney has reviewed these contracts.

Supporting Documents:

Contract, Cost Estimate and Agreements are attached.

Staff Recommendation:

Staff recommends approval.

May 5, 2018
Joint General Election
Contract for Election Services
City of Celina/Celina ISD
Collin County Mud #1

Attachment: Celina CISD Contract 050518 (Election Contracts)

**May 5, 2018
Joint General Election**

Table of Contents

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

Exhibits

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

Attachment: Celina CISD Contract 050518 (Election Contracts)

THE STATE OF TEXAS
COUNTY OF COLLIN
CITY – SCHOOL CELINA
COLLIN COUNTY MUD #1

§

CONTRACT FOR
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," and the BOARD OF TRUSTEES OF THE CELINA INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," 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 and MUD's May 5, 2018 Joint General Election and a City & MUD Runoff Election, if necessary, on June 16, 2018. 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 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

Attachment: Celina CISD Contract 050518 (Election Contracts)

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 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 MUD.

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 and MUD's May 5, 2018, 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 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 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 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 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 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 or MUD do 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 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 AND MUD. The City, School District and MUD shall assume the following responsibilities:

- A. The City, School District 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 and MUD assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The City, School District 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 2, 2018.
- C. The City, School District 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 and MUD shall deliver to the Contracting Officer as soon as possible, but no later than 5:00 PM Wednesday, February 21, 2018, the official wording for the City, School District and MUD's May 5, 2018, Joint General Election.

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

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

E. The City, School District 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 and MUD shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 6, 2018. 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 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. GENERAL PROVISIONS.

Attachment: Celina CISD Contract 050518 (Election Contracts)

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 and MUD's May 5, 2018, 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 and MUD.

C. If the City, School District and/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 5, 2018, 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 5, 2018, 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 _____ 2018.

Bruce Sherbet
Collin County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2018.

By: _____
Sean Terry, Mayor
City of Celina

Attest: _____
Vicki Faulkner, City Secretary
City of Celina

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2018.

By: _____ Attest: _____
 Rick DeMasters, Superintendent Shawna Mathews, Administrative Asst.
 Celina ISD Celina ISD

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2018.

By: _____ Attest: _____
 Keller Webster, President Kenneth Prater, Secretary
 Collin County MUD #1 Collin County MUD #1

Attachment: Celina CISD Contract 050518 (Election Contracts)

Exhibit “A”

MAY 5, 2018 JOINT GENERAL ELECTION

Early Voting Locations and Hours City of Celina, CISD & CC 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 22</i>	<i>April 23</i>	<i>April 24</i>	<i>April 25</i>	<i>April 26</i>	<i>April 27</i>	<i>April 28</i>
	8am – 5pm	8am – 5pm	8am – 5pm	8am - 7pm	8am - 5pm	8am - 5pm
<i>April 29</i>	<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>	<i>May 5</i>
	7am – 7pm	7am – 7pm				7am – 7pm Election Day

* City, School District 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: Celina CISD Contract 050518 (Election Contracts)

Exhibit “B”

MAY 5, 2018
JOINT GENERAL ELECTION

Election Day Vote Centers – City of Celina, CISD & CC MUD #1*

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

*City, School District 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: Celina CISD Contract 050518 (Election Contracts)

ESTIMATED COSTS FOR CITY OF CELINA

May 5, 2018

Exhibit "C"

SUPPLY COST

Number of Early Voting Locations		1				
Number of Election Day Locations		1				
		Units	Cost CCTY	Units	Cost CCTY/CISD/MUD	
Sample Ballots	\$0.1866 each	0	\$0.00	150	\$27.99	
Early Voting Mail Ballots	\$1.20 each	0	\$0.00	20	\$24.00	
Early voting and election day kits	\$25.00 each	0	\$0.00	2	\$50.00	
Central Counting kit and supplies	\$50.00 each	0	\$0.00	1	\$50.00	
County Precinct Maps	\$12.00 each	0	\$0.00	2	\$24.00	
Printer Labels	\$5.27 each	0	\$0.00	5	\$26.35	
Total			\$0.00		\$202.34	
Number of Entities Sharing Costs			1		3	
SubTotal			\$0.00		\$67.45	
Grand Total						\$67.45

EQUIPMENT RENTAL COST

Number of Early Voting Locations		1				
Number of Election Day Locations		1				
		Units	Cost CCTY	Units	Cost CCTY/CISD/MUD	
Voting Machines (7's)	\$150.00 each	0	\$0.00	8	\$1,200.00	
Transfer Cases	\$5.00 each	0	\$0.00	2	\$10.00	
Metal Signs	\$1.00 each	0	\$0.00	4	\$4.00	
Wood Signs	\$2.00 each	0	\$0.00	2	\$4.00	
EV Security Cabinets	\$200.00 each	0	\$0.00	1	\$200.00	
EV Computer Cabinet	\$50.00 each	0	\$0.00	1	\$50.00	
ED Security Cabinets	\$200.00 each	0	\$0.00	1	\$200.00	
EV/ED Cabinet Drayage	\$260.00 each	0	\$0.00	2	\$520.00	
Total			\$0.00		\$2,188.00	
Number of Entities Sharing Costs			1		3	
SubTotal			\$0.00		\$729.33	
Grand Total						\$729.33

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 Entities Here}

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 5, 2018** 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 5, 2018**.

The County owns **the Hart InterCivic Verity Voting System**, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions 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 **Verity voting system** and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

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 **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.

Attachment: Denton Co Joint Election contract (Election Contracts)

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 5, 2018 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 4, 2018 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 5, 2018 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 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 Verity 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 2, 2018) 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 voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating 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 Verity 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:	Brandy Grimes, 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, by the entity, 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 5, 2018 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 16, 2018.

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 office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

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

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one 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 5, 2018 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.

	Estimated	
Political Subdivision	Cost	

XVII. SIGNATURE PAGE (separate page)

Revised 1.22.2018 (10:45 a.m.)

Attachment: Denton Co Joint Election contract (Election Contracts)

All contract attachments (A, B, and C), political subdivisions, and estimated costs will be added to the actual contract and will be sent after the February 16th, 2018 deadline to call the May Election.



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: February 13, 2018
Re: Library Board appointment

Action Requested:

Consider and act upon appointment of Jennifer Blanco to the Library Board for an unexpired term.
(Shaw)

Background Information:

A vacancy has occurred on this board due to the resignation of a current member.

Board Review/Citizen Input:

N/A

Alternatives:

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Application

Staff Recommendation:



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

BOARD/COMMISSION APPLICATION

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

Date: 1/29/18

Name: Jennifer Blanco
(please print name as you wish it to appear)

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

Library Board
(Board/Commission)

Board of Adjustment

Building and Standards Commission

Community Development Corp

Economic Development Corp

Historic Preservation Commission

Parks & Recreation Board

Planning & Zoning Commission

Library Board

Main Street Advisory Board

Upper Trinity Regional Water District Rep

PERSONAL INFORMATION

Home Address: 2709 Old Stables Dr.

City: Celina State: Texas Zip Code: 75009

e-mail: [REDACTED] Telephone: [REDACTED]

Celina Resident for 9 years

Attachment: Board Appointment (Library Board)

STATEMENT OF INTENT

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

Jenny Blanco
Signature

1/29/18
Date

STATEMENT OF INTEREST

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

I wish to serve on the Library Board because I have an interest in seeing our library become an important asset of our community. I have always enjoyed reading and visiting public libraries and have a passion for others in Celina to have the same experience that I have had. I believe Celina is on the brink of an exciting explosion of population and I want to be a part of helping the Celina Library be an amazing place that people will want to visit and be a member of.

Attachment: Board Appointment (Library Board)

BUSINESS INFORMATIONBusiness Name: N/A Business Owner? Yes ☐ No ☒

Business Address: _____

City: _____ State: Texas Zip Code: _____

Telephone: _____ Fax: _____

e-mail: _____ Occupation: _____

Please indicate any knowledge or personal experience applicable to the Board/Commission

You are applying for: I currently sit as VPresident of the Celina band booster board and as the secretary of Celina Boy Scout Troop 296. I have served on the New Comers of Celina Board which is the current Friends of Celina. I feel as though I have a good knowledge of how a board can and should conduct business in order to make their organization be successful. I have a college degree in Criminology from San Diego State University. I am a founding member of the Celina Library book club and also the Bobcat book club that meets in Celina.

Please list any business or personal relationships with the City of Celina, which might create a conflict of interest that would affect your ability to serve. None Known

Attachment: Board Appointment (Library Board)



Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Vicki Faulkner, City Secretary
Date: February 13, 2018
Re: Main Street Advisory Board appointment.

Action Requested:

Consider and act upon appointment of Dante Ramirez to the Main Street Advisory Board. (Barton)

Background Information:

The Celina Main Street Advisory Board has a vacancy as of 12/28/2017. Dante Ramirez is currently a business owner in downtown and has volunteered to serve on the advisory board.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Application

Staff Recommendation:

Approve



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

BOARD/COMMISSION APPLICATION

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

Date: 1-5-18

Name: DANTE RAMIREZ
(please print name as you wish it to appear)

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

MAIN STREET ADVISORY BOARD
(Board/Commission)

Board of Adjustment
Building and Standards Commission
Community Development Corp
Economic Development Corp
Historic Preservation Commission
Keep Celina Beautiful

Parks & Recreation Board
Planning & Zoning Commission
Library Board
Main Street Advisory Board
Upper Trinity Regional Water District Rep

PERSONAL INFORMATION

Home Address: 710 E. WALL

City: GRAPEVINE State: Texas Zip Code: 76051

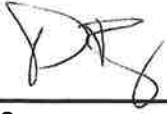
e-mail: DANTE@TENDERLOKHOUSEBBQ.COM Telephone: 817 907 2158

Celina Resident for _____ years

Attachment: Dante - Board Application (Board Appointment)

STATEMENT OF INTENT

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



1-5-18

Signature

Date

STATEMENT OF INTEREST

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

I OWN A NEW BUSINESS ON THE SQUARE.
I WANT TO BRING MY EXPERIENCE AND
PASSION TO THE BOARD AND LIST TO THE
RESIDENTS AND HELP THEM AND US.

Attachment: Dante - Board Application (Board Appointment)

BUSINESS INFORMATION

Business Name: TENDER SMOKEHOUSE Business Owner? ☒ Yes ☐ No

Business Address: 224 W PECAN

City: CELINA State: Texas Zip Code: 75009

Telephone: 469 202 3000 Fax: SAME

e-mail: DANTE@TENDERSMOKEHOUSEBBQ.COM Occupation: OWNER

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

HAVE WORKED MANY HOURS OF COMMUNITY SERVICE
WITH CITIES INCLUDING GRAPEVINE, GOLF TOURNAMENT
INVOLVEMENT WITH MADD - HERBS RONT - BOYS OUT
CHARITIES - BELL HELICOPTER BOWL GAMES

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

NONE



Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Vicki Faulkner, City Secretary
Date: February 13, 2018
Re: Copyright License Agreement

Action Requested:

Consider and act upon a copyright license agreement by and between D&S Restaurant LLC and the City of Celina. (Barton)

Background Information:

D&S Restaurant LLC, dba Celina Star Café currently displays art work of a City Logo. This agreement allows the work as it is currently displayed and for no other purpose.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the agreement for content and form.

Supporting Documents:

See attached.

Staff Recommendation:

Approve

STATE OF TEXAS)
)
 COLLIN COUNTY)

COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (the "Agreement") is made and entered into by and between The City of Celina, Texas (the "Licensor"), and D & S Restaurant LLC, (the "Licensee").

RECITALS

WHEREAS, Licensor owns all proprietary rights in and to the copyrightable work generally described as the City Logo (the "Work"), a copy of which is attached hereto as Exhibit A and incorporated for all purposes.

WHEREAS, Licensor owns all rights in and to the Work and retains all rights to the Work, whether they arise under common law, federal copyright law, or any other authority which have been, or which may be granted or recognized by the Library of Congress, the United States, or the State of Texas.

WHEREAS, Licensee desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Work by Licensee in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, as set forth herein, Licensor and Licensee agree as follows:

AGREEMENT

1. Grant of License.

- (A) Licensor hereby grants to Licensee, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to use the Work as it is currently displayed as depicted in Exhibit B, and for no other purpose. Licensee may not copy the Work, and the Work may not be used in advertising or promotional materials.
- (B) Licensee shall not grant sub-licenses.
- © Licensee hereby accepts such license and agrees that Licensee shall not use the Work except in accordance with the terms and conditions of this Agreement. Licensee acknowledges and agrees that the license granted herein is non-exclusive and that Licensor may license others to use the Work subject to any limitations set forth herein.

2. Ownership of Works.

Licensee acknowledges that Licensor is the sole and exclusive owner of the Work and of all associated federal registrations and pending registrations, and Licensee shall do nothing inconsistent with such ownership. Licensee further agrees that it will not claim ownership rights to the Work, or any derivative, compilation, sequel or series, or related Work owned by or used by Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Work other than the right to use the same in accordance with this Agreement.

3. Term and Termination.

- (A) This Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of one year.
- (B) In the event that Licensee fails to maintain its good corporate standing in the State of Texas, Licensor, at its sole discretion may immediately terminate this Agreement.
- (C) In the event that Licensee seeks bankruptcy, either voluntarily or involuntarily, Licensor may, at its sole discretion, terminate this Agreement. Upon filing for, or being subjected to bankruptcy, Licensee shall name Licensor as a creditor for all royalties which are due, or may become due, under the terms of this Agreement.
- (D) In the event that Licensee sells all of its assets to a third party, or otherwise cease to exist in its current form, Licensor, at its discretion, may immediately terminate this Agreement.
- (E) Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights (including the right to use the Work) privileges and obligations arising from this Agreement shall cease to exist, except for Licensee's obligation to pay royalties to Licensor pursuant to the terms herein.
- (F) Licensee agrees to discontinue use of the Work, upon termination of this Agreement, as quickly as practicable, and in no event longer than the time specified herein.

4. Fees.

- (A) Throughout the term of this Agreement, and for any renewals or extensions of this Agreement, Licensee agrees to pay Licensor a one time royalty of \$10.00 (Ten Dollars and no/100).
- (B) Licensor may, but is not obligated to, terminate this Agreement if Licensee fails to make any payment required under this Agreement when such payment is due, shall, at Licensor's option, terminate this Agreement. Licensor will provide written notice to Licensee of termination of this Agreement for failure to make a required payment,

within thirty (30) days from the due date of the payment.

5. Use of Work.

- (A) Licensors shall have control over the quality of use of the Work. At the option of Licensors, for all use of the Work, Licensee shall display with the Work an approved symbol notifying the consumer of the copyright and/or trademark rights owned by and licensed within this Agreement. Licensee agrees to mark all Work with any reasonable copyright and/or trademark notices provided by Licensors and comply with any reasonable standards promulgated by Licensors that relate to the use of the Work by Licensee.
- (B) Upon execution of the Agreement Licensee shall advise Licensors prior to making any change or modification to the Work, Licensee shall provide Licensors, upon Licensors's request, with representative samples of how Licensee is using the Work. If, at any time, any use of the Work fails to conform to standards set by Licensors, Licensors may provide to Licensee notice of said failure. Licensee shall cure said failure within thirty (30) days from the date of such notice, or such longer period as may be reasonably necessary to cure said failure, so long as Licensee is diligently pursuing the cure. In the event that said failure is not cured within the period described in the preceding sentence, Licensors may then terminate this Agreement immediately. If Licensors fails to approve any modifications or changes to the Work within ten (10) days of Licensee advising Licensors of the proposed changes, Licensors's approval shall be deemed to have been granted.
- © Upon termination all rights in the Work and the goodwill appurtenant thereto shall revert to and remain the property of Licensors.

6. Indemnification.

- (A) Licensee shall fully indemnify, defend, and hold harmless Licensors from and against any and all claims, losses, damages, expenses, and liability other than those for infringement, including without limitation, suits arising from offering, promoting, advertising, sale, or use by Licensee, or any of its authorized sublicenses, of the Work, whether or not such use conforms to standards set by Licensors, provided that such claim, loss, damage, expense, or liability does not arise from the negligence of Licensors.
- © Licensors has the right, but shall not be obligated, to maintain federal registration of the Work. In the event that Licensee becomes aware of any claimed or alleged infringement of the Work by a third party, Licensee shall promptly advise Licensors in writing of the nature and extent of such infringement or dilution. Licensors has no obligation to take any action whatsoever in the event that any infringement or dilution occurs with respect to the Work. In the event Licensors sues or takes other action, legal, equitable, administrative, or otherwise, to stop an infringement or dilution of the Work, Licensee shall cooperate fully with Licensors. Licensee has no

right to enforce the Work through litigation without prior written authorization of Licensor. In any legal action arising from use, or ownership rights of the Work, where both Licensor and Licensee are co-parties, Licensor retains the right to control the litigation, including any and all settlement negotiations.

7. Assignment.

This Agreement (including, without limitation, the license granted hereunder) is personal to Licensee and shall not be assigned or transferred by Licensee, including, without limitation, by operation of law, except that, with prompt written notice to Licensor, the Agreement maybe transferred to a purchaser of all or substantially all of the assets of Licensee. Any attempt on the part of Licensee to assign, sublicense, or transfer Licensee's rights under this Agreement except as provided herein shall be invalid and void. Licensor shall have the right to assign its rights and obligations under this Agreement and all its right, title and interest in the Work without the consent of Licensee.

8. Validity of Works.

Licensee admits the validity of all copyrights for the Work and all associated registrations and acknowledges that any and all rights that might be acquired by Licensee because of its use of the Work shall inure to the sole benefit of Licensor.

9. Notices.

Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and delivered personally or by registered or certified mail, return receipt requested, with postage prepaid and addressed to the following persons and addresses, or to such other addresses or persons as any party may request by notice in writing to the other such party:

Licensee: D & S Restaurant LLC
c/o Driton Mehmedi, Registered Agent
709 East Pecan Street
Celina, Texas 75009

Licensor: City of Celina
c/o City Secretary
142 North Ohio Street
Celina, TX 75009

Any such notice shall be effective when received.

10. Insurance.

Upon the reasonable request of Licensor, Licensee agrees to provide to Licensor proof of general liability insurance, in any minimum amount which is required by the State in which Licensee is incorporated. Said insurance policy shall provide coverage to any third party for injuries claimed to arise from the products advertised and sold by Licensee which relate to the Work and shall also contain a general advertising liability clause, insofar as such clause is allowed by Federal or State law. The insurance policy shall provide coverage to Licensee for indemnification of Licensor under the terms of Paragraph 6 herein.

11. Independent Business Relationship.

Licensor and Licensee are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

12. Miscellaneous.

- (A) This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought.
- (B) In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provisions contained herein, and either party prevails in such action, then such prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees and court costs incurred in such suit.
- (C) If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.
- (D) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.
- (E) This Agreement is performable in Collin County, Texas and any suit brought to enforce this agreement shall be brought in Collin County, Texas.
- (F) The Effective Date of this Agreement shall be the date of the last signature of a party hereto, below.

IN WITNESS WHEREOF:

LICENSEE:

D & S Restaurant LLC

BY: SAM MEHMEDI

TITLE: OWNER

DATE: 1/19/2018

LICENSOR:

City of Celina, Texas

BY: _____

TITLE: _____

DATE: _____

Attachment: Celina Star Cafe Logo Agreement (Copyright License Agreement)

EXHIBIT A



EXHIBIT B



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planning Manager
 CC: Jason Laumer, City Manager
 Date: February 13, 2018
 Re: Celina 10 Annexation

Action Requested:

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

Background Information:

Below is the anticipated annexation schedule for the property:

- Tuesday, February 13, 2018 - City Council acts on a resolution to set the public hearing dates;
- Tuesday, March 13, 2018 - First Public Hearing held
- Tuesday, April 10, 2018 - Second Public Hearing Held
- Tuesday, April 10, 2018 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation resolution

Staff Recommendation:

Staff recommends approval as presented.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planning Manager
CC: Jason Laumer, City Manager
Date: February 13, 2018
Re: Green Meadows Phase 1 Construction Plat

Action Requested:

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

Background Information:

Staff has reviewed the proposed Construction Plat for Green Meadows Phase 1 and determined that the plans meet the City's requirements.

The Green Meadows development is a Fresh Water Supply District located in Denton County. Water and sanitary sewer services are to be provided by Mustang Special Utility District.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

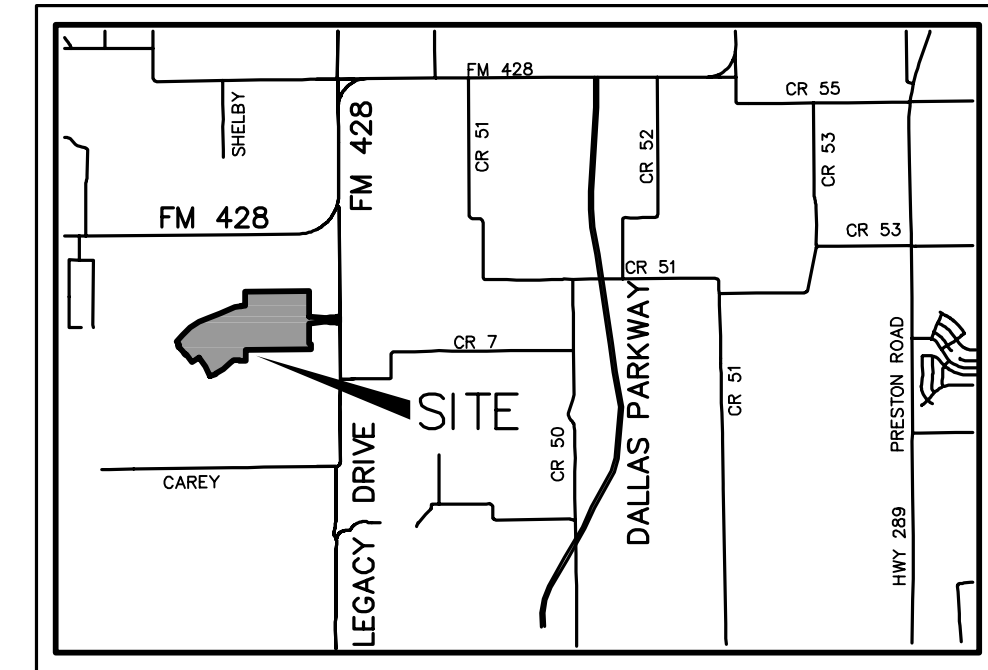
N/A

Supporting Documents:

- Plat Exhibit

Staff Recommendation:

Staff recommends approval.

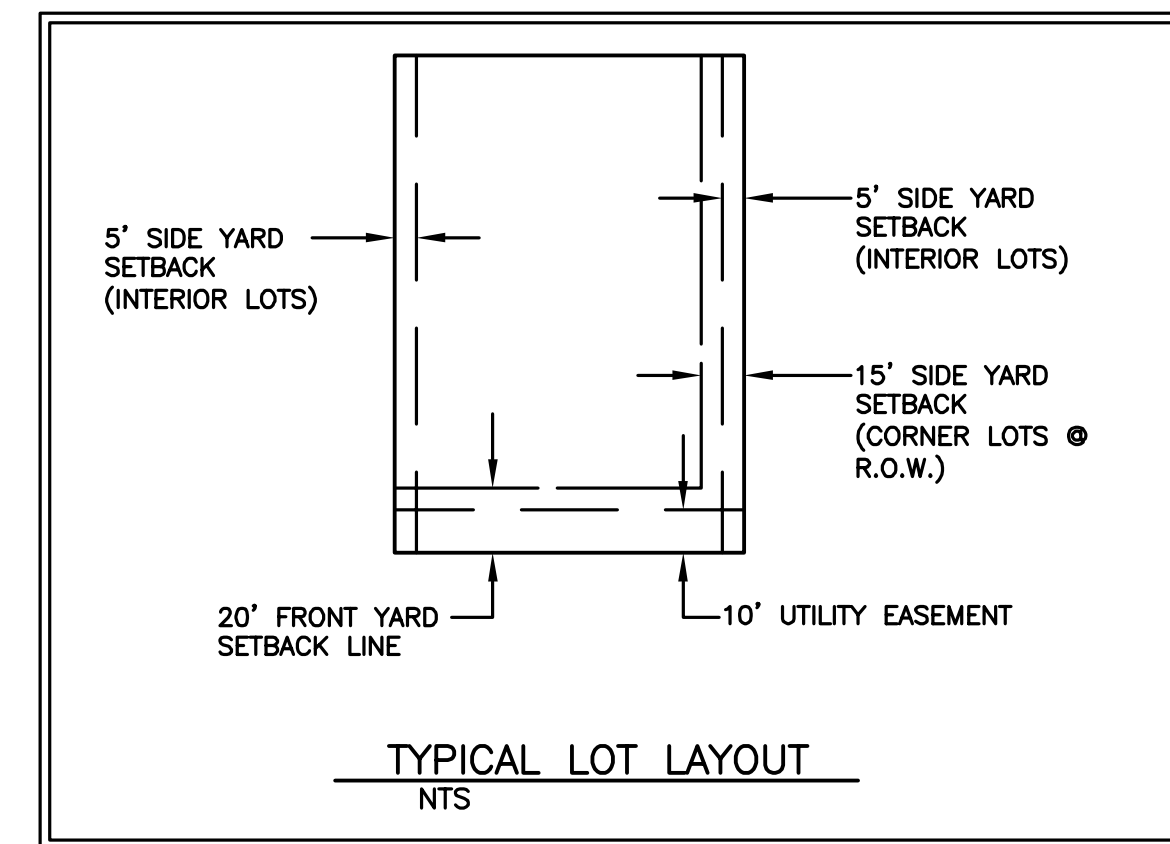
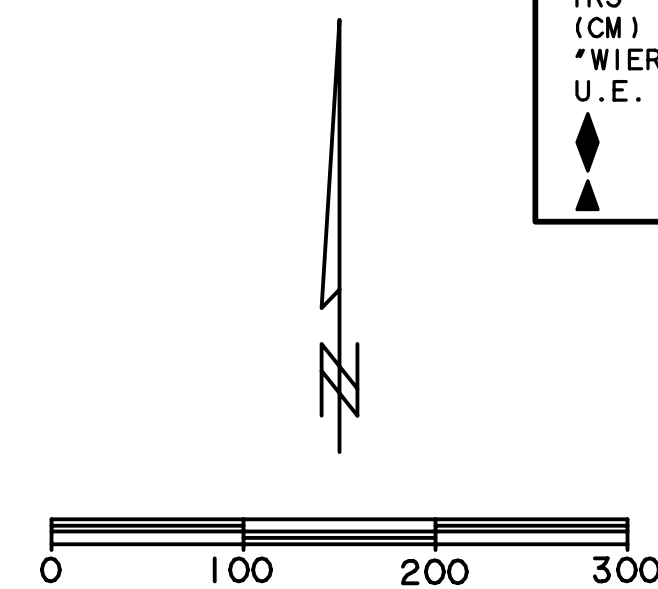


VICINITY MAP
NOT TO SCALE

* LAND USE TABLE *	
GROSS SITE AREA	127.873 ACRES
TOTAL NUMBER OF LOTS	413
TOTAL RESIDENTIAL LOTS	396
TOTAL NON-RESIDENTIAL LOTS	
HOA PRIVATE OPEN SPACE	17
PROPOSED LAND USE	RESIDENTIAL

* L E G E N D *

BL	BUILDING LINE
IRF	IRON ROD FOUND
IRS	IRON ROD SET
(CM)	CONTROLLING MONUMENT
"WIER"	"WIER & ASSOC INC"
U.E.	UTILITY EASEMENT
◆	STREET NAME CHANGE
▲	LOT ORIENTATION



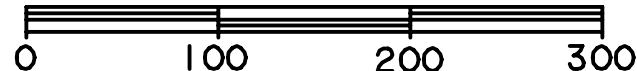
CONSTRUCTION PLAT GREEN MEADOWS PHASE 1

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 396 RESIDENTIAL LOTS AND 17 OPEN SPACE LOTS
BEING 127.873 ACRES (5,570,132 S.F.) OF LAND LOCATED IN THE
ROBERT COWAN SURVEY, ABSTRACT No. 211, DENTON COUNTY, TEXAS

WIA PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700
Texas Firm Registration No. F-2776 www.WierAssociates.com
Texas Board of Professional Land Surveying Registration No. 110033900

SHEET 1 OF 4

DATE: 1/10/2018
W.A. No. 13135.01



AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 396 RESIDENTIAL LOTS AND 17 OPEN SPACE LOTS
BEING 127.873 ACRES (5,570,132 S.F.) OF LAND LOCATED IN THE
ROBERT COWAN SURVEY, ABSTRACT No. 211, DENTON COUNTY, TEXAS

WIA PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700
Texas Firm Registration No. F-2776 www.WierAssociates.com
Texas Board of Professional Land Surveying Registration No. 10033900

OWNER / DEVELOPER
GREEN MEADOWS COMMUNITY, INC.
4265 KELLWAY CIR.
ADDISON, TEXAS 75001
CONTACT: SCOTT NORRIS
PH: (972) 239-0707
FAX: (972) 788-4247

ENGINEER / SURVEYOR
WIER & ASSOCIATES, INC.
201 E. LAMAR BLVD., SUITE 200B
ARLINGTON, TEXAS 76006
CONTACT: JAKE FEARS, P.E.
PH: (817) 467-7700
FAX: (817) 467-7713

SHEET 2 OF 4

DATE: 1/10/2018
W.A. No. 13135.01

Attachment: Green Meadows Final Plat (Green Meadows Phase 1 Construction Plat)

PRINTED: 1/10/2018 STB FILE: WIER-SURVEY.STB LAST SAVED: 1/10/2018 11:48 AM SAVED BY: AARONLS FILE: FINAL-PLAT--13135.01 REV 3.DWG

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	BEARING	DIST.
C1	187.89'	1165.00'	91°4'27"	N58°39'23"E	187.69'
C2	84.03'	50.00'	96°17'20"	S15°07'56"W	74.48'
C3	234.51'	2080.00'	6°27'35"	N29°46'56"W	234.38'
C4	161.05'	2080.00'	4°26'11"	N24°20'04"W	161.01'
C5	494.86'	1455.00'	19°29'12"	N54°59'53"E	492.47'
C6	160.01'	1545.00'	5°56'03"	S48°13'18"W	159.94'
C7	33.60'	50.00'	38°30'25"	S70°26'32"W	32.97'
C8	178.55'	1165.00'	8°46'53"	N49°38'43"E	178.38'
C9	226.91'	1835.00'	7°05'06"	S48°47'50"W	226.77'
C10	163.00'	250.00'	37°21'21"	S71°01'03"W	160.12'
C11	177.58'	150.00'	67°49'48"	S57°43'24"E	167.39'
C12	57.99'	150.00'	22°09'08"	N77°17'08"E	57.63'
C13	232.90'	1830.00'	7°17'31"	S69°51'20"W	232.74'
C14	758.04'	1830.00'	23°44'01"	S85°22'06"W	752.63'
C15	298.14'	2170.00'	7°53'54"	S86°42'51"E	298.90'
C16	427.97'	2170.00'	11°18'00"	N83°41'12"E	427.28'
C17	86.40'	50.00'	101°18'00"	N51°18'48"W	77.33'
C18	69.50'	50.00'	79°38'41"	N39°08'32"E	64.04'
C19	784.70'	2470.00'	18°12'08"	N88°04'57"E	781.40'
C20	2.21'	2470.00'	0°03'05"	S82°47'26"E	2.21'
C21	577.26'	1530.00'	21°37'03"	S86°25'35"W	573.84'
C22	58.86'	250.00'	13°43'09"	N82°28'38"E	59.72'
C23	78.85'	50.00'	90°21'32"	S45°29'02"E	70.93'
C24	48.63'	150.00'	18°34'32"	N09°35'32"W	48.42'
C25	20.54'	150.00'	7°50'49"	S03°15'37"W	20.53'
C26	36.05'	1835.00'	1°07'32"	N51°08'21"E	36.05'
C27	340.35'	1835.00'	10°37'37"	N45°16'47"E	339.86'
C28	286.08'	1165.00'	14°04'12"	S47°00'04"W	285.37'
C29	372.03'	1165.00'	18°17'49"	S63°11'04"W	370.45'
C30	28.32'	2870.00'	0°33'55"	N72°03'01"E	28.32'
C31	373.02'	2870.00'	7°26'48"	N68°02'39"E	372.75'
C32	403.68'	4225.00'	5°28'28"	S67°03'29"W	403.52'
C33	46.99'	3835.00'	0°42'07"	N69°26'39"E	46.99'
C34	42.81'	3835.00'	0°38'22"	N68°46'24"E	42.81'
C35	40.14'	1545.00'	1°29'19"	N51°20'15"E	40.14'
C36	286.56'	1545.00'	10°37'37"	N45°16'47"E	286.15'
C37	377.37'	1455.00'	14°51'37"	S47°23'47"W	376.32'
C38	444.57'	1455.00'	17°30'23"	S63°34'47"W	442.84'
C39	25.46'	2580.00'	0°33'55"	N72°03'01"E	25.46'
C40	335.32'	2580.00'	7°26'48"	N68°02'39"E	335.09'
C41	439.46'	4515.00'	5°34'36"	S67°06'33"W	439.28'
C42	86.48'	250.00'	19°49'13"	S79°48'28"W	86.05'
C43	54.00'	150.00'	20°37'29"	S10°35'41"E	53.70'
C44	105.43'	500.00'	12°04'55"	S74°29'40"W	105.24'
C45	80.13'	500.00'	9°10'56"	S85°07'36"W	80.05'
C46	69.71'	300.00'	13°18'47"	S16°07'16"E	69.55'
C47	202.57'	500.00'	23°12'45"	N78°06'42"E	201.18'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	BEARING	DIST.
C48	75.53'	2045.00'	2°06'58"	S67°33'48"W	75.53'
C49	55.23'	150.00'	21°05'46"	S10°49'50"E	54.92'
C50	294.08'	2045.00'	8°14'22"	S72°44'28"W	293.83'
C51	33.66'	150.00'	12°51'24"	S06°42'39"E	33.59'
C52	240.55'	2045.00'	6°44'22"	S80°13'50"W	240.41'
C53	73.20'	50.00'	83°52'58"	N41°39'32"E	66.84'
C54	78.87'	50.00'	90°22'52"	N45°28'23"W	70.95'
C55	78.21'	50.00'	89°37'08"	S44°31'37"W	70.48'
C56	388.71'	2000.00'	11°08'08"	N45°32'02"E	388.10'
C57	178.05'	1000.00'	10°12'06"	S45°04'01"W	177.82'
C58	153.40'	2000.00'	4°23'41"	S65°54'30"W	153.37'
C59	178.05'	1000.00'	10°12'06"	N63°00'18"E	177.82'
C60	251.83'	1000.00'	14°25'43"	S65°07'07"W	251.16'
C61	424.41'	3035.00'	8°00'44"	N68°19'37"E	424.06'
C62	85.75'	1000.00'	4°54'47"	N47°42'40"E	85.72'
C63	630.06'	2000.00'	18°03'00"	S54°16'47"W	627.46'
C64	387.91'	4060.00'	5°28'28"	S67°03'29"W	387.77'
C65	53.10'	2000.00'	1°31'16"	S66°55'50"W	53.10'
C66	200.58'	3940.00'	2°55'01"	S69°08'58"W	200.56'
C67	929.46'	2000.00'	26°37'36"	S83°55'17"W	921.12'
C68	198.21'	4000.00'	2°50'21"	N64°50'09"E	198.19'
C69	208.20'	2000.00'	5°57'52"	S65°44'50"E	208.11'
C70	837.29'	2000.00'	23°59'12"	S75°24'34"W	831.19'
C71	464.48'	2000.00'	13°18'23"	N80°44'59"E	463.44'
C72	461.83'	2000.00'	13°13'49"	N82°06'52"W	460.80'
C73	108.92'	2000.00'	3°08'56"	S77°04'25"E	109.90'
C74	107.34'	2000.00'	3°04'30"	S75°38'02"W	107.32'
C75	17.12'	125.00'	7°50'49"	S03°15'37"W	17.11'
C76	23.97'	175.00'	7°50'49"	S03°15'37"W	23.95'
C79	98.04'	50.00'	11°22'04"	S70°23'35"W	83.07'
C81	62.99'	175.00'	20°37'28"	S10°35'41"E	62.65'
C82	45.00'	125.00'	20°37'28"	S10°35'41"E	44.75'
C83	59.83'	257.50'	13°18'47"	S16°07'16"E	59.70'
C84	78.99'	342.50'	13°12'48"	S16°04'17"E	78.81'
C85	144.54'	50.00'	165°37'37"	N41°39'32"E	99.21'
C86	264.88'	80.00'	189°42'11"	N45°48'24"W	159.43'
C87	144.01'	50.00'	165°01'25"	N45°28'23"W	99.15'
C88	144.12'	50.00'	165°08'45"	S44°31'37"W	99.16'
C89	142.59'	50.00'	163°23'42"	S15°06'48"W	98.95'
C90	140.69'	50.00'	161°13'04"	N51°15'46"W	98.66'
C91	144.46'	50.00'	165°32'35"	N39°09'35"E	99.21'
C92	144.01'	50.00'	165°01'39"	S45°29'02"E	99.15'
C93	13.57'	475.00'	1°38'11"	S88°53'59"W	13.57'
C94	212.70'	525.00'	23°12'45"	N78°06'42"E	211.24'
C95	603.40'	2020.00'	17°06'54"	S75°03'46"W	601.16'
C96	32.04'	475.00'	3°51'51"	S71°03'26"W	32.03'

LINE TABLE			
LINE	BEARING	DIST	
L1	N23°48'30"W	85.76'	
L2	N00°39'48"W	203.62'	
L3	N89°20'12"E	13.87'	
L4	N00°18'16"E	158.14'	
L5	S16°29'55"E	25.00'	
L6	S07°11'01"W	138.05'	
L7	S00°39'48"E	23.73'	
L8	N35°10'25"W	145.00'	
L9	S18°13'57"E	290.00'	
L10	N89°43'04"E	25.00'	
L11	S20°54'25"E	45.21'	
L12	N00°16'57"W	178.76'	
L13	N00°16'57"W	145.00'	
L14	N22°46'40"W	92.90'	
L15	N08°27'52"W	60.48'	
L16	S89°43'04"W	43.15'	
L17	S89°43'04"W	40.17'	
L18	S21°22'43"E	19.82'	
L19	S13°08'21"E	19.99'	
L20	S00°16'57"E	174.84'	
L21	S00°16'57"E	174.63'	
L22	N66°01'41"W	69.00'	
L24	N66°01'39"E	125.86'	
L25	N64°10'16"E	120.00'	
L26	N62°18'53"E	120.00'	
L27	N60°27'30"E	120.00'	
L28	N58°36'08"E	120.00'	
L29	N56°44'45"E	120.00'	
L30	N85°52'02"E	139.49'	
L31	N27°55'14"W	114.15'	
L32	S28°41'47"E	120.00'	
L33	S28°54'31"E	120.00'	
L34	S31°11'59"E	120.00'	
L35	S33°29'30"E	120.00'	
L36	S35°47'02"E	120.00'	
L37	S04°02'12"W	125.00'	
L38	S40°22'04"E	120.00'	
L39	S42°39'35"E	120.00'	
L40	N44°32'20"W	119.98'	
L41	N42°07'04"W	120.00'	
L42	S21°53'26"E	125.52'	
L43	N00°18'16"W	120.00'	
L44	N00°18'16"W	120.00'	
L45	S29°10'16"E	120.00'	
L46	N29°01'43"W	120.00'	
L47	S31°47'44"E	120.00'	
L48	N31°52'12"W	120.00'	
L49	S34°31'02"E	120.00'	
L50	N34°42'41"W	120.00'	
L51	S37°14'20"E	120.00'	
L52	N37°33'10"W	120.00'	
L53	S39°57'38"E	120.00'	
L54	N40°23'39"W	120.00'	
L55	S42°40'56"E	120.00'	
L56	S43°14'08"E	120.00'	
L57	N44°11'45"W	120.00'	
L58	S43°50'43"E	120.00'	
L59	N41°55'04"W	120.00'	
L60	S41°50'05"E	120.00'	
L61	S39°49'28"E	120.00'	

LINE TABLE			
LINE	BEARING	DIST	
L62	S39°46'20"E	120.00'	
L63	N19°47'27"W	111.33'	
L64	S37°48'50"E	120.00'	
L65	S15°44'45"E	121.43'	
L66	S00°18'16"E	120.00'	
L67	S00°18'16"E	120.00'	
L68	S00°18'16"E	120.00'	
L69	N00°18'16"W	120.00'	
L70	S00°18'16"E	120.00'	
L71	S00°18'16"E	120.00'	
L72	S42°28'06"E	120.00'	
L73	S44°09'15"E	120.00'	
L74	S42°12'59"E	120.00'	
L75	S40°16'43"E	120.00'	
L76	S38°20'27"E	120.00'	
L77	S29°44'49"E	123.03'	
L78	S17°32'55"E	140.16'	
L79	S05°21'00"E	175.01'	
L80	S00°18'16"E	216.10'	
L81	S00°18'16"E	197.54'	
L82	S00°18'16"E	146.02'	
L83	N21°39'45"W	127.84'	
L84	S21°47'09"E	136.21'	
L85	S19°47'58"E	125.00'	
L86	S17°48'47"E	125.00'	
L87	S15°49'37"E	125.00'	
L88	S13°50'26"E	125.00'	
L89	S11°51'15"E	125.00'	
L90	S09°52'04"E	125.00'	
L91	S07°52'53"E	125.00'	
L92	S05°53'42"E	125.00'	
L93	S03°54'31"E	125.00'	
L94	S01°55'20"E	125.00'	
L95	S00°03'50"W	125.00'	
L96	S02°03'01"W	125.00'	
L97	S04°02'12"W	125.00'	
L98	S06°01'23"W	125.00'	
L99	S06°33'06"W	125.00'	
L100	S04°43'50"W	125.00'	
L101	S02°54'11"W	125.00'	
L102	N00°39'48"W	111.42'	
L103	S44°52'32"E	19.69'	
L104	N00°39'48"W	111.42'	
L105	S43°32'56"W	19.69'	
L106	S04°30'58"W	125.00'	
L107	S06°20'14"E	125.00'	
L108	S08°09'31"E	125.00'	
L109	S09°58'47"E	125.00'	
L110	S11°48'04"E	125.00'	
L111	S03°35'33"W	126.62'	
L112	S59°06'09"W	138.01'	
L113	N89°20'12"E	120.00'	
L114	N89°20'12"E	120.00'	
L115	N89°20'12"E	120.00'	
L116	N89°20'12"E	120.00'	
L117	N64°47'31"W	119.07'	
L118	N64°47'31"W	133.62'	
L119	S10°38'35"E	168.31'	
L120	N09°54'10"W	167.40'	
L121	N08°25'19"W	157.32'	

LINE TABLE		
LINE	BEARING	DIST
L122	N06°56'28"W	148.90'
L123	N05°27'37"W	142.28'
L124	N03°58'46"W	137.45'
L125	N02°29'55"W	134.39'
L126	N01°01'04"W	133.10'
L127	N00°27'47"E	133.55'
L128	N01°56'38"E	135.77'
L129	N03°25'29"E	139.75'
L130	N04°54'20"E	145.55'
L131	S00°39'48"E	23.73'
L132	S07°11'01"W	103.18'
L133	S00°39'48"E	23.73'
L134	S07°10'11"W	102.90'
L135	N03°02'13"E	168.21'
L136	N00°23'37"E	170.77'
L137	N02°41'17"E	170.49'
L138	N04°54'19"W	167.33'
L139	N07°32'23"W	161.28'
L140	N11°02'36"E	152.27'
L141	N12°51'29"W	140.20'
L142	N09°25'41"E	124.85'
L143	S02°38'35"E	120.39'
L144	N30°07'27"E	136.21'
L145	S89°43'15"E	109.94'
L146	S89°43'15"E	119.91'
L147	S89°43'14"W	119.91'
L148	S13°57'28"E	125.00'
L149	S13°07'49"E	125.00'
L150	S11°31'14"E	125.00'
L151	S10°52'06"E	125.00'
L152	S09°05'01"E	125.00'
L153	S08°36'24"E	125.00'
L154	S06°38'47"E	125.00'
L155	S06°20'41"E	125.00'
L156	S04°12'34"E	125.00'
L157	S04°04'59"E	125.00'
L158	S01°46'20"E	125.00'
L159	S01°49'15"E	125.00'
L160	S00°39'53"W	125.00'
L161	S00°26'26"W	125.00'
L162	S03°06'06"W	125.00'
L163	S02°42'09"W	125.00'
L164	S05°32'30"W	125.00'
L165	S04°57'52"W	125.00'
L166	S06°45'05"W	125.00'
L167	N07°17'34"E	125.00'
L168	N05°06'34"E	125.00'
L169	N05°30'00"E	125.00'
L170	N03°45'28"E	125.00'
L171	N03°28'03"E	125.00'
L172	N01°49'31"E	125.00'
L173	N02°00'56"E	125.00'
L174	N00°11'00"E	125.00'
L175	N00°16'24"E	125.00'
L176	N01°27'31"W	125.00'
L177	N01°28'08"E	125.00'
L178	N03°06'02"E	125.00'
L179	N03°12'39"W	125.00'
L180	N04°44'33"E	125.00'
L181	N04°57'11"W	125.00'

Attachment: Green Meadows Final Plat (Green Meadows Phase 1 Construction Plat)

FIELD NOTES

WHEREAS, GREEN MEADOWS COMMUNITY, INC IS THE OWNER OF A TRACT OF LAND SITUATED IN THE ROBERT COWAN SURVEY, ABSTRACT No. 211, DENTON COUNTY, TEXAS, AND BEING OUT OF 252.905 ACRE TRACT CONVEYED TO THEM BY A DEED TO SMILEY ROAD, LTD., RECORDED IN DOCUMENT NUMBER 2005-102909 (DENOTED AS TRACT 2), A 101.42 ACRE TRACT CONVEYED TO THEM BY A DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT NUMBER 2005-102909 (DENOTED AS TRACT 2) AND A 151.593 ACRE TRACT CONVEYED TO THEM BY A DEED TO SMILEY ROAD, LTD. RECORDED IN DOCUMENT NUMBER 2005-88401, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700", SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID 101.42 ACRE TRACT, THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PAUL W. STILES, RECORDED IN VOLUME 4863, PAGE 2543, DEED RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TOLLWAY/OUTER LOOP, L.P. RECORDED IN INSTRUMENT NUMBER 2014082700092470, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING IN THE CENTER OF LEGACY DRIVE;

THENCE SOUTH 89°20'12" WEST, DEPARTING THE CENTER OF SAID LEGACY DRIVE AND ALONG THE SOUTH LINE OF SAID 101.42 ACRE TRACT AND THE NORTH LINE OF SAID STILES TRACT, AT 76.16 FEET PASSING A 5/8" IRON ROD FOUND, CONTINUING IN ALL A TOTAL DISTANCE OF 856.67 FEET TO THE PLACE BEGINNING;

THENCE SOUTH 89°20'12" WEST, CONTINUING ALONG THE SOUTH LINE OF SAID 101.42 ACRE TRACT AND THE NORTH LINE OF SAID STILES TRACT, A DISTANCE OF 1811.82 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID STILES TRACT, THE SOUTHWEST CORNER OF SAID 101.42 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 252.905 ACRE TRACT AND THE NORTHEAST CORNER OF SAID SMILEY ROAD, LTD. TRACT RECORDED IN DOCUMENT NUMBER 2005-88401;

THENCE SOUTH 00°18'16" EAST, ALONG THE EAST LINE OF SAID SMILEY ROAD, LTD. TRACT RECORDED IN DOCUMENT NUMBER 2005-88401 AND THE WEST LINE OF SAID STILES TRACT, A DISTANCE OF 310.00 FEET TO A POINT;

THENCE SOUTH 89°41'44" WEST, DEPARTING THE EAST LINE OF SAID SMILEY ROAD, LTD. TRACT RECORDED IN DOCUMENT NUMBER 2005-88401 AND THE WEST LINE OF SAID STILES TRACT, A DISTANCE OF 170.09 FEET TO A POINT;

THENCE NORTH 00°18'16" WEST, A DISTANCE OF 20.21 FEET TO A POINT;

THENCE SOUTH 89°41'44" WEST, A DISTANCE OF 178.89 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 112.29 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1467.10 FEET, A DELTA ANGLE OF 04°35'44" AND A CHORD BEARING OF SOUTH 47°33'09" WEST, 112.26 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 520.92 FEET, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1600.00 FEET, A DELTA ANGLE OF 18°39'14" AND A CHORD BEARING OF SOUTH 54°34'54" WEST, 518.62 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 17.55 FEET, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2105.00 FEET, A DELTA ANGLE OF 00°28'40" AND A CHORD BEARING OF SOUTH 22°21'18" EAST, 17.55 FEET TO A POINT;

THENCE SOUTH 67°53'02" WEST, A DISTANCE OF 170.00 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHWESTERLY, AN ARC LENGTH OF 618.92 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1935.00 FEET, A DELTA ANGLE OF 18°19'35" AND A CHORD BEARING OF NORTH 31°16'46" WEST, 616.29 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 227.75 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2000.00 FEET, A DELTA ANGLE OF 06°31'28" AND A CHORD BEARING OF SOUTH 60°26'56" WEST, 227.63 FEET TO A POINT;

THENCE NORTH 38°55'41" WEST, A DISTANCE OF 265.87 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 20.99 FEET, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1860.00 FEET, A DELTA ANGLE OF 00°38'48" AND A CHORD BEARING OF SOUTH 51°23'43" WEST, 20.99 FEET TO A POINT;

THENCE NORTH 38°16'53" WEST, A DISTANCE OF 50.00 FEET TO A POINT;

THENCE NORTH 05°27'08" EAST, A DISTANCE OF 13.87 FEET TO A POINT;

THENCE NORTH 40°39'21" WEST, A DISTANCE OF 220.18 FEET TO A POINT;

THENCE NORTH 84°22'42" WEST, A DISTANCE OF 14.45 FEET TO A POINT;

THENCE NORTH 37°55'06" WEST, A DISTANCE OF 50.00 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 47.64 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1520.00 FEET, A DELTA ANGLE OF 01°47'45" AND A CHORD BEARING OF NORTH 51°11'02" EAST, 47.64 FEET TO A POINT;

THENCE NORTH 39°42'51" WEST, A DISTANCE OF 120.00 FEET TO A POINT, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 252.16 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1400.00 FEET, A DELTA ANGLE OF 10°19'11" AND A CHORD BEARING OF NORTH 45°07'33" EAST, 251.82 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 903.85 FEET, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1600.00 FEET, A DELTA ANGLE OF 32°22'00" AND A CHORD BEARING OF NORTH 56°08'58" EAST, 891.88 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 340.50 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2435.00 FEET, A DELTA ANGLE OF 08°00'44" AND A CHORD BEARING OF NORTH 68°19'37" EAST, 340.23 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 453.57 FEET, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4660.00 FEET, A DELTA ANGLE OF 05°34'36" AND A CHORD BEARING OF NORTH 67°06'33" EAST, 453.39 FEET TO A POINT, BEING THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 136.64 FEET, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 395.00 FEET, A DELTA ANGLE OF 19°49'13" AND A CHORD BEARING OF NORTH 79°48'28" EAST, 135.96 FEET TO A POINT;

THENCE NORTH 89°43'03" EAST, A DISTANCE OF 50.00 FEET TO A POINT;

THENCE NORTH 00°16'57" WEST, A DISTANCE OF 12.62 FEET TO A POINT;

THENCE NORTH 89°44°27" EAST, A DISTANCE OF 120.09 FEET TO A POINT IN THE EAST LINE OF SAID 252.905 ACRE TRACT AND THE WEST LINE OF SAID 101.42 ACRE TRACT;

THENCE NORTH 00°16'57" WEST, ALONG THE EAST LINE OF SAID 252.905 ACRE TRACT AND THE WEST LINE OF SAID 101.42 ACRE TRACT, A DISTANCE OF 400.00 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "J.E. SMITH RPLS 3700", SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID 101.42 ACRE TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO G BAR 7, LTD. RECORDED IN DOCUMENT NUMBER 2005-13672 AND DOCUMENT NUMBER 2005-13673, O.R.D.C.T.;

THENCE NORTH 89°20'11" EAST, DEPARTING THE EAST LINE OF SAID 252.905 ACRE TRACT, ALONG THE NORTH LINE OF SAID 101.42 ACRE TRACT AND THE SOUTH LINE OF SAID G BAR 7 TRACT, A DISTANCE OF 1800.71 FEET TO A POINT;

THENCE SOUTH 00°39'48" EAST, DEPARTING THE NORTH LINE OF SAID 101.42 ACRE TRACT AND THE SOUTH LINE OF SAID G BAR 7 TRACT, A DISTANCE OF 724.44 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 419.41 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2000.00 FEET, A DELTA ANGLE OF 12°00'55" AND A CHORD BEARING OF SOUTH 84°39'21" EAST, 419.64 FEET TO A POINT;

THENCE NORTH 89°20'12" EAST, A DISTANCE OF 96.30 FEET TO A POINT;

THENCE NORTH 81°59'35" EAST, A DISTANCE OF 78.24 FEET TO A POINT;

THENCE NORTH 89°20'12" EAST, A DISTANCE OF 185.00 FEET TO A POINT;

THENCE NORTH 44°27'01" EAST, A DISTANCE OF 21.26 FEET TO A POINT;

THENCE NORTH 89°33'50" EAST, A DISTANCE OF 70.00 FEET TO A POINT IN THE EAST LINE OF SAID 101.42 ACRE TRACT, THE WEST LINE OF SAID TOLLWAY/OUTER LOOP TRACT AND IN THE CENTER OF SAID LEGACY DRIVE, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 00°26'10" WEST, 734.54 FEET, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID 101.42 ACRE TRACT;

THENCE SOUTH 00°26'10" EAST, ALONG THE EAST LINE OF SAID 101.42 ACRE TRACT, THE WEST LINE OF SAID TOLLWAY/OUTER LOOP TRACT AND THE CENTER OF SAID LEGACY DRIVE, A DISTANCE OF 170.00 FEET TO A POINT;

THENCE SOUTH 89°33'50" WEST, DEPARTING THE EAST LINE OF SAID 101.42 ACRE TRACT, THE WEST LINE OF SAID TOLLWAY/OUTER LOOP TRACT AND THE CENTER OF SAID LEGACY DRIVE, A DISTANCE OF 70.03 FEET TO A POINT;

THENCE NORTH 45°32'43" WEST, A DISTANCE OF 21.17 FEET TO A POINT;

THENCE SOUTH 89°20'12" WEST, A DISTANCE OF 184.98 FEET TO A POINT;

THENCE NORTH 84°15'14" WEST, A DISTANCE OF 78.01 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE WESTERLY, AN ARC LENGTH OF 24.93 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, A DELTA ANGLE OF 05°42'46", AND A CHORD BEARING OF NORTH 87°48'25" WEST, 24.92 FEET TO A POINT;

THENCE SOUTH 89°20'12" WEST, A DISTANCE OF 65.81 FEET TO THE BEGINNING OF CURVE TO THE LEFT;

THENCE WESTERLY, AN ARC LENGTH OF 424.65 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2000.00 FEET, A DELTA ANGLE OF 12°09'55", AND A CHORD BEARING OF SOUTH 83°15'15" WEST, 423.85 FEET TO A POINT;

THENCE SOUTH 00°39'48" EAST, A DISTANCE OF 723.80 FEET TO THE PLACE OF BEGINNING AND CONTAINING 127.873 ACRES (5,570,145 SQUARE FEET) OF LAND, MORE OR LESS.

PROPERTY OWNERS CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT SMILEY ROAD, LTD., DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS GREEN MEADOWS PHASE 1, AN ADDITION TO DENTON COUNTY, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON. THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED ON LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES. SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLICS AND CITY OF CELINA'S USE THEREOF. DENTON COUNTY, THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS, DENTON COUNTY, THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS.

WITNESS, MY HAND THIS THE ____ DAY OF _____, 20_____.

BY: SMILEY ROAD, LTD.

AUTHORIZED SIGNATURE OF OWNER

ROBERT PORTER, PARTNER

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ROBERT PORTER, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20_____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

PREPARERS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, AARON L. STRINGFELLOW, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

(SEAL)

"THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF AARON L. STRINGFELLOW, RPLS. NO. 6373 ON January 10, 2018. IT IS NOT TO BE USED FOR RECORDING, CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THIS DOCUMENT IS NOT TO BE RELIED UPON AS A COMPLETE SURVEY AND SHALL NOT BE RECORDED."

SIGNATURE OF THE REGISTERED PROFESSIONAL

TEXAS REGISTRATION NO.

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED AARON L. STRINGFELLOW, REGISTERED PUBLIC LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20_____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

PROPERTY LOCATION STATEMENT:

THIS PROPERTY IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, DENTON COUNTY, TEXAS.

SIGNATURE OF MAYOR

DATE OF APPROVAL

ATTEST:

CITY SECRETARY

DATE

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. ACCORDING TO SURVEYOR'S INTERPRETATION OF INFORMATION SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) "FLOOD INSURANCE RATE MAP" (FIRM), MAP No. 48121C0290G, MAP REVISED APRIL 18, 2011, ALL OF THE SUBJECT TRACT LIES WITHIN ZONE X, AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, OR THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

3. APPLICABLE FOR LOTS WITH DRAINAGE EASEMENTS ONLY: 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 LOT 12X, BLOCK LL 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.

4. ALL OPEN SPACE AREAS ("X" LOTS) SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

PRELIMINARY
FOR REVIEW PURPOSES ONLY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

CONSTRUCTION PLAT
GREEN MEADOWS
PHASE 1

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 396 RESIDENTIAL LOTS AND 17 OPEN SPACE LOTS
BEING 127.873 ACRES (5,570,132 S.F.) OF LAND LOCATED IN THE
ROBERT COWAN SURVEY, ABSTRACT No. 211, DENTON COUNTY, TEXAS

PREPARED BY:
WIA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700
Texas Firm Registration No. F-2776 www.WierAssociates.com
Texas Board of Professional Land Surveying Registration No. 10033900

OWNER / DEVELOPER
GREEN MEADOWS COMMUNITY, INC.
4265 KELLWAY CIR.
ADDISON, TEXAS 75001
CONTACT: SCOTT NORRIS
PH: (972) 239-0707
FAX: (972) 788-4247

ENGINEER / SURVEYOR
WIER & ASSOCIATES, INC.
2201 E. LAMAR BLVD., SUITE 200E
ARLINGTON, TEXAS 76006
CONTACT: JAKE FEARS, P.E.
PH: (817) 467-7700
FAX: (817) 467-7713

SHEET 4 OF 4

DATE: 1/10/2018
W.A. No. 13135.01



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planning Manager
CC: Jason Laumer, City Manager
Date: February 13, 2018
Re: Resolution authorizing Staff to begin annexation process.

Action Requested:

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

Background Information:

The City has identified multiple properties that are located in future development corridors of the City that it wishes to either incorporate into the City Limits or enter into agreements with property owners dictating the eventual incorporation into the City Limits.

Board Review/Citizen Input:

N/A

Legal Review:

The City's Land Use Attorney has reviewed the proposed Resolution

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends approval as presented.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO DISCUSS ANNEXATION AND/OR NEGOTIATE CHAPTER 43 AND/OR CHAPTER 212 ANNEXATION/ETJ DEVELOPMENT AGREEMENTS WITH OWNERS OF PROPERTY IN THE CITY'S EXTRATERRITORIAL JURISDICTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City") is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City's Charter; and

WHEREAS, Section 1.03 of the Charter of the City provides that the City may from time to time alter its boundaries by annexing any territory adjoining its present or future boundaries in any size or shape desired in any manner provided by State law; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") has found it necessary and in the public interest to expand the city limits of the City, so that the City will grow in an orderly manner, ensure emergency services are available and that the residents both present and future, of the annexed area will be provided services; and

WHEREAS, the Texas Local Government Code Sections 43.0682 and 43.0683 provides that the City must adopt a resolution that includes a statement of the City's intent to annex an area and provide notice to each resident and property owner in the area proposed to be annexed within seven (7) days of adopting the resolution of intent to annex a proposed area, and the City Council desires that the City Manager discuss annexation with the property owners before taking this initial step; and

WHEREAS, the Texas Local Government Code Section 43.016 provides that the City may not annex property appraised for agricultural, wildlife management, or timber land use unless it first offers to make a development agreement with a property owner pursuant to such section; and

WHEREAS, the City Council acknowledges that offering annexation/ETJ development agreements as authorized by Texas Local Government Code Chapter 43 and/or 212 with the property owners of the Properties is the first step in the annexation process as established in Chapter 43 of the Texas Local Government Code; and

WHEREAS, Section 2.02 of the City Charter, as a home-rule municipality, grants the City the power to contract and be contracted with; and

WHEREAS, Section 4.03 of the City Charter grants the City Manager the power and duty to execute contracts on behalf of the City when authorized by ordinance or resolution of the City Council, and approved as to form by the City Attorney; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City to authorize the City Manager or his designee to discuss annexation and/or negotiate

Attachment: Resolution (Resolution directing staff to move forward with annexation)

Local Government Code Chapter 43 and/or Chapter 212 annexation/ETJ development agreements with property owners of tracts of land located in the City's extraterritorial jurisdiction, as depicted in Exhibits "A" and "B", copies of which are attached hereto and incorporated herein, (the "Properties").

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

SECTION 1: Recitals Incorporated. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

SECTION 2: Authorization to Proceed. The City Manager, or his designee, is hereby authorized and directed, on behalf of the City Council of Celina, Texas, to discuss annexation and/or negotiate and execute annexation/ETJ development agreements as authorized by Texas Local Government Code Chapter 43 and/or 212 with the property owners of the Properties. The City Manager should then present such agreements to the Council for consideration and action and/or begin the annexation process set forth in Chapter 43, Texas Local Government Code for the Properties.

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

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

Attest:

Approved:

Vicki Faulkner, City Secretary

Sean Terry, Mayor

Attachment: Resolution (Resolution directing staff to move forward with annexation)

Exhibit “A”

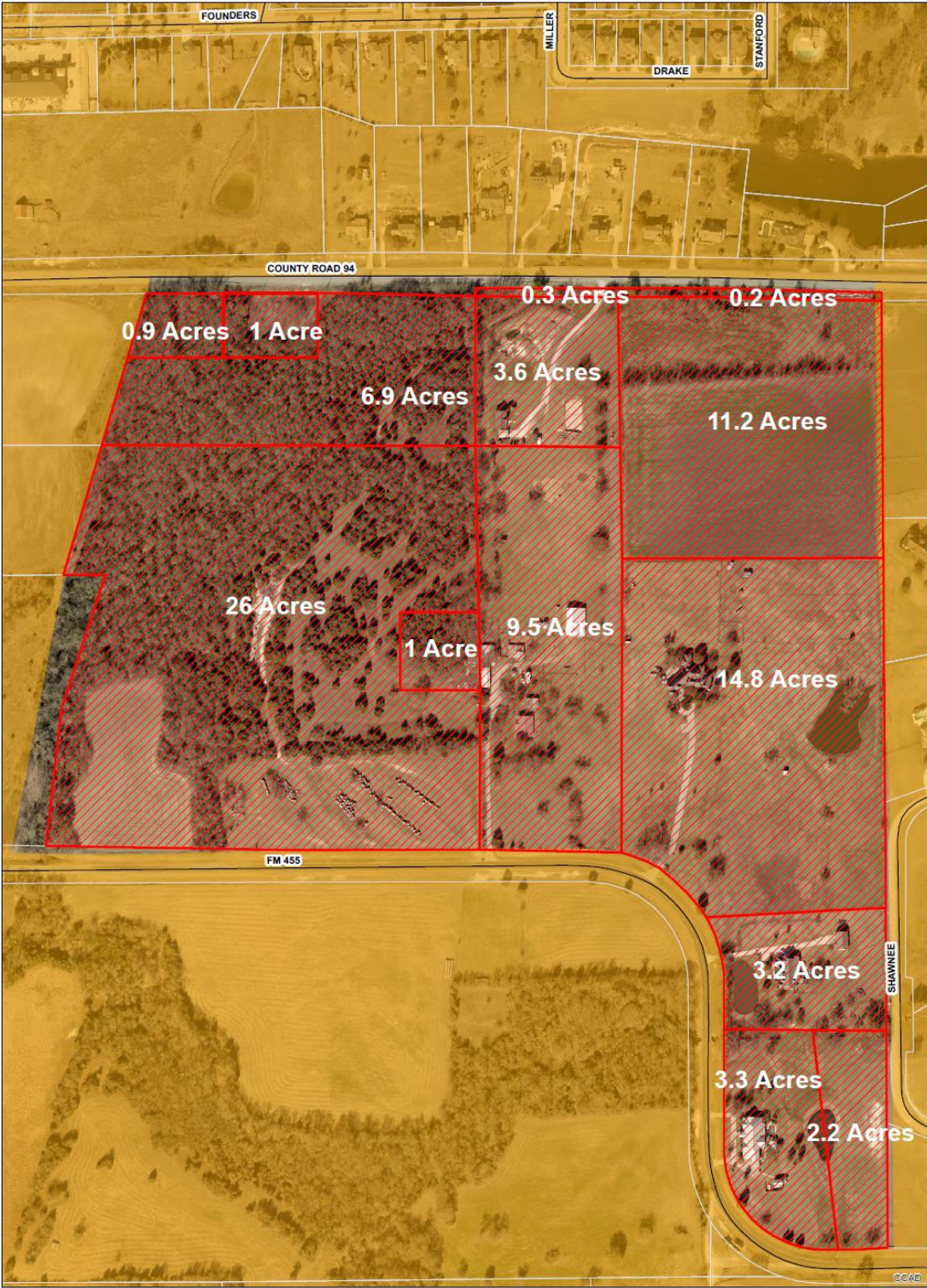
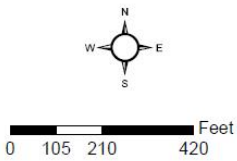


Exhibit A
Total Acreage: 84
Date: 01/29/2018

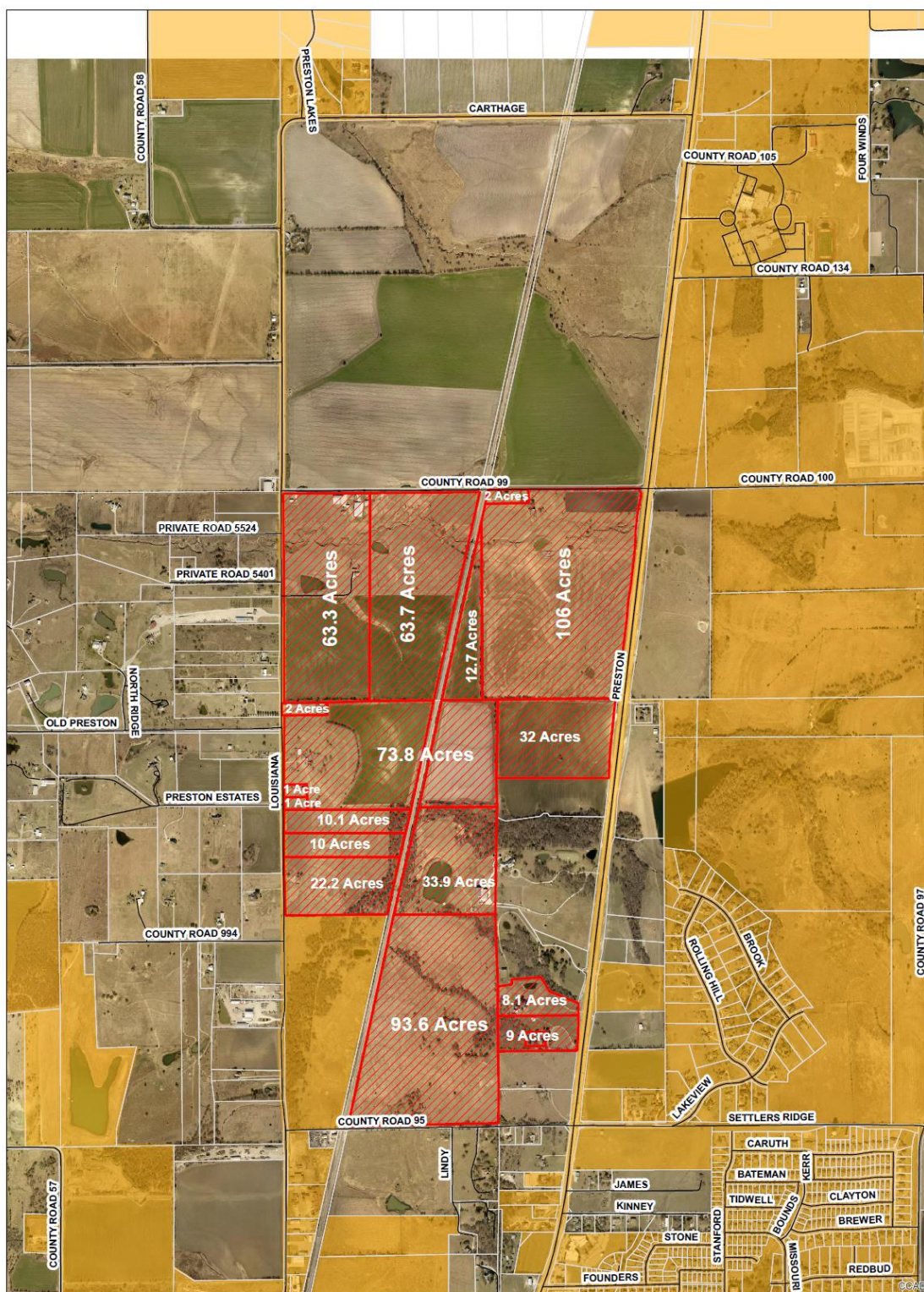
Legend

- Roads
- ▨ Subject Property
- ▭ Parcels
- Celina City Limits



Attachment: Resolution (Resolution directing staff to move forward with annexation)

Exhibit “B”



Attachment: Resolution (Resolution directing staff to move forward with annexation)



Exhibit B

Total Acreage: 546

Date: 01/29/2018

Legend

-  Roads
 Subject Property
 Parcels
 Celina City Limits



A horizontal number line with tick marks at 0, 950, and 1,900. The word "Feet" is written at the right end of the line.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: February 13, 2018
Re: Wells South Development Agreement 1st Amendment

Action Requested:

Consider and act to authorize the City Manager to execute Amendment #1 to the Wells South Development Agreement. (DeBuff)

Background Information:

This amendment, discussed during Council work session in November 2017, modifies certain roadway obligations, trail construction obligations and development fees. Overall, this amendment lowers this agreement's development fees by approximately \$5,000.

In the November workshop, the developer had suggested reducing the lots from 74 foot lots to 60 foot lots, which would require a zoning change. However, in response to staff and Council's concerns, the developer has decided not to move forward with this zoning change request.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed Amendment to the Development Agreement.

Staff Recommendation:

Staff recommends approval.

**FIRST AMENDMENT TO AMENDED AND
RESTATED DEVELOPMENT AGREEMENT
(Wells South Tract)**

This First Amendment to the Amended and Restated Development Agreement (this "Amendment") is made and entered into by and between the City of Celina, Texas (the "City"), a home rule municipality located within Collin County, Texas, and Celina Development, LLC, a Texas limited liability company (the "Owner"), each a "Party" and collectively the "Parties" to be effective on _____, 2018 (the "Effective Date").

**ARTICLE I
RECITALS**

WHEREAS, Celina Development, LLC owns the approximately 400-acre tract of land described by metes and bounds on Exhibit A (the "Property"); and

WHEREAS, this Amendment amends that certain Amended and Restated Development Agreement between the City and the George White Family Limited Partnership approved by the City on September 8, 2015 governing the Property (the "Original Development Agreement"); and

WHEREAS, the George White Family Limited Partnership assigned all of its obligations, rights, title, and interest in the Original Development Agreement to Celina Development, LLC, which assignment was effective on or about January 2, 2016; and

WHEREAS, Celina Development, LLC is now the "Owner" for all purposes under the Original Development Agreement and all amendments thereto; and

WHEREAS, this Amendment also amends and replaces in its entirety that certain Fee Agreement between the City and the Owner approved by the City Council on November 14, 2017, which agreement shall be of no further force or effect from and after the Effective Date of this Amendment; and

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Original Development Agreement unless otherwise defined herein; and

WHEREAS, the Parties desire to amend the Original Development Agreement to modify certain roadway obligations, trail construction obligations, and development fees; and

WHEREAS, the Owner intends to convey an approximately 11-acre tract of land within the Property to the Prosper Independent School District for development and use as a public elementary school, and the City acknowledges that a public elementary school is a permitted use of the Property.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner hereby agree as follows:

ARTICLE II MISCELLANEOUS PROVISIONS

2.1. Except as modified by this Amendment, the terms and conditions of the Original Development Agreement shall remain in full force and effect.

2.2 The recitals contained in this Amendment are true and correct as of the date of this Amendment and form the basis upon which the Parties negotiated and entered into this Amendment.

2.3 Section 5.01(c) of the Original Development Agreement is amended in its entirety to read as follows:

(c) The Owner agrees to submit construction drawings to the City for portions of the CR-83 and Coit Road improvements adjacent to the Property, as described and depicted on Exhibit L, and to construct such improvements concurrently with the platting and development of adjacent portions of the Property for single family homes following the City's annexation of, and acquisition of right-of-way and easements needed from third parties for, the full width of the applicable portions of CR-83 and Coit Road, as well as the City's approval of the construction drawings and issuance of all required permits. Such construction drawings may be a separate submittal from the plat for the adjacent portions of the Property. The Coit Road improvements include 100 percent of the four-lane Coit Road alignment bisecting the Property and 50 percent of the two-lane Coit Road alignment shared by adjacent owners (along a portion of the southwest Property boundary). Two of the four-lane Coit Road improvements bisecting the Property will be constructed concurrently with the platting and development of adjacent portions of the Property for single family homes (i.e., if one side of Coit Road is platted, such plat does not trigger the construction obligation for all four lanes). Development of a school site shall not trigger the requirements of this section.

2.4 The Owner agrees to construct a temporary connection from the proposed public elementary school site to CR 83 as shown on the attached **Exhibit B** not later than 60 days prior to school opening. The temporary connection shall be reinforced concrete constructed to City standards and shall generally follow the City Standard section of Collector Street "2LC" as shown on the City's standard details attached as **Exhibit C**. However, if drainage can be accommodated by drainage ditches, it shall be acceptable given the temporary nature of this roadway. Upon completion of the temporary connection in compliance with this Section 2.4, the City agrees to issue the Owner a letter of acceptance acknowledging that the temporary connection has been completed to the City's satisfaction, and that the city will own and maintain this temporary connection until the permanent connection has been completed and accepted by the City, at which time the City agrees to abandon the temporary connection. The permanent connection shall be made by the Owner when Coit Road is constructed.

2.5 Section 3.06(a) of the Original Development Agreement is amended in its entirety to read as follows:

(a) Except as specifically described below in this Section 3.06, the Owner shall be subject to those lawfully adopted fees and charges in effect on the Effective Date of the Original Development Agreement that are due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, permit fees and inspection fees. No fee increases or additional fees, including, but not limited to, technology fees, adopted after the Effective Date of the Original Development Agreement shall apply.

2.6 Section 3.06(c) of the Original Development Agreement is amended in its entirety to read as follows:

(c) Notwithstanding anything to the contrary in this Section 3.06 or the Governing Regulations, no capital recovery fees including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, and other capital recovery fees, shall be charged against the Property other than the following:

(i) Park fees in the amount of \$1,500 per residential dwelling unit.

(ii) Water capital recovery fees in the amount of \$2,000 per residential dwelling unit.

(iii) Sewer/wastewater capital recovery fees in the amount of \$2,000 per residential dwelling unit.

(iv) Capital recovery fees for roadways ("Roadway Fees") in the amount of \$1,500 per residential dwelling unit within Phase 1 of the Property (as reflected on the approved and recorded final plat for phase 1 of the Property) and \$2,000 per residential dwelling unit within all future phases of the Property.

All of the fees described by this Section 3.06(c) shall be assessed in the same manner as these fees are collected by the City for other residential developments for which the City issues building permits. Impact fees shall be collected at the time of building permit issuance. Notwithstanding anything to the contrary in this Agreement, the Owner may take advantage of a reduction in City fees as permitted by Texas Local Government Section 245.002(d).

2.7 Section 3.06(d) of the Original Development Agreement is amended in its entirety to read as follows:

(d) In addition to the fees described above, because the Off-Site Utility Debt defined in Section 6.04 below took the form of City-issued

certificates of obligation, the Owner made a one-time escrow deposit with the City in an amount not to exceed \$895,000 financed at the same interest rate as the first series of PID Bonds (the "Escrow Funds") as required by the Original Development Agreement. The Escrow Funds were paid when the City made available to Hillwood the proceeds of the first series of PID Bonds. The City shall use the Escrow Funds only for roadway improvements adjacent to or within the boundaries of the Property or the Bluewood development project. If the Escrow Funds have not been used prior to the expiration of the Term, any remaining Escrow Funds will be reimbursed to the Owner.

2.8 Notwithstanding anything to the contrary in the Original Development Agreement, the City shall fund 55 percent of the cost of each of the Road Improvements in accordance with the terms of the Original Development Agreement, except as otherwise provided in this Section 2.8 for phase 1 of the CR 84 Road Improvements. Notwithstanding the September 13, 2017 written notice from the Owner to the City stating the Owner's intent to commence construction of CR 84 and referencing the City's contribution of 44 percent, the City agrees to (a) pay 55 percent of the cost of phase 1 of the CR 84 Road Improvements, the scope and estimated cost of which are set forth on the attached **Exhibit D**; (b) deposit such amount in escrow no later than 30 days after the Effective Date of this Amendment; and (c) provide the Owner with the applicable information regarding the escrow account upon making such deposit. The City agrees that all requirements for the Owner to provide notice of such phase 1 CR 84 Road Improvements have been fully satisfied. In the event of a conflict between Exhibit L of the Original Development Agreement and this Section 2.8 and the attached **Exhibit D**, this Section 2.8 and the attached **Exhibit D** shall control. Nothing in this Amendment shall be construed to modify the City's existing obligation under section 5.02(c) of the Original Development Agreement to reimburse to Hillwood \$1,000,000 from the payment of the first \$1,000,000 of Roadway Fees assessed and collected from the Property.

2.9 The City shall have the right to approve any contract for the construction of Public Improvements if the cost of the Public Improvement pursuant to the contract is \$250,000 or greater and the City is funding a portion of the cost of such Public Improvement. Such review shall be completed within ten business days, and approval of construction contracts shall not be unreasonably withheld, conditioned, or delayed. This Section 2.9 shall not apply to any construction contract for CR 84 executed prior to the Effective Date of this Amendment.

2.10 The Owner agrees to construct a trail that is a minimum of ten feet in width along the overhead electric easement and along the drainage easement to FM 1461, as shown on the revised Conceptual Open Space and Trail Plan attached hereto as **Exhibit E**, in lieu of the six-foot wide trail shown on Exhibit D, Attachment 5 (Conceptual Open Space and Trail Plan) of the Original Development Agreement.

2.11 Coit Road construction shall be in accordance with the street section attached hereto as **Exhibit F**, which provides for two 11-foot drive lanes and two five-foot bike lanes and nine-inch thick concrete. The costs to design and install lighting and

landscaping in the median of Coit Road is part of the Coit Road project described in the Original Development Agreement; therefore, the cost of such items shall be shared in accordance with the terms of the Original Development Agreement and this Amendment. The Owner shall give the City at least one year's advance written notice of its intent to start construction of Coit Road.

2.12 CR 84 construction shall be in accordance with the street section attached hereto as **Exhibit G**, which provides for a 27-foot street with curb and gutter and an eight-foot sidewalk on the side of CR 84 adjacent to the Property. The City shall bear 100 percent of the cost of any utility relocation (wet or dry) associated with the construction of CR 84.

2.13 All future internal roads may be constructed as 29-foot roads instead of 31-foot roads in accordance with the street section attached hereto as **Exhibit H**.

2.14 Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Amendment shall be recorded in the deed records of Collin County, Texas.

2.15 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Amendment is authorized by Section 212.172 of the Texas Local Government Code.

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

2.17 The following Exhibits are attached to this Amendment and are incorporated herein for all purposes:

- Exhibit A Metes and Bounds Description of the Property
- Exhibit B Depiction of Temporary Connection
- Exhibit C Standard Details
- Exhibit D Estimated Cost and Scope of Phase 1 CR 84 Road Improvements
- Exhibit E Revised Conceptual Open Space and Trail Plan
- Exhibit F Street Section for Coit Road
- Exhibit G Street Section for CR 84
- Exhibit H Street Section for Internal Roads

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On _____, 2018, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

Notary Public in and for the State of Texas

Celina Development, LLC
a Texas limited liability company

By: _____

Name: Brian Carlock

Title: Senior Vice President

Date of Execution: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2018,
by Brian Carlock, Senior Vice President of Celina Development, LLC, a Texas limited
liability company, on behalf of said company.

Notary Public in and for the State of Texas

Exhibit A
Property Description

(400 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrienne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PK nail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Exhibit B
Depiction of Temporary Connection

Attachment: First Amendment to Wells South Development Agreement (Lilyana) (Wells South Development Agreement 1st Amendment)

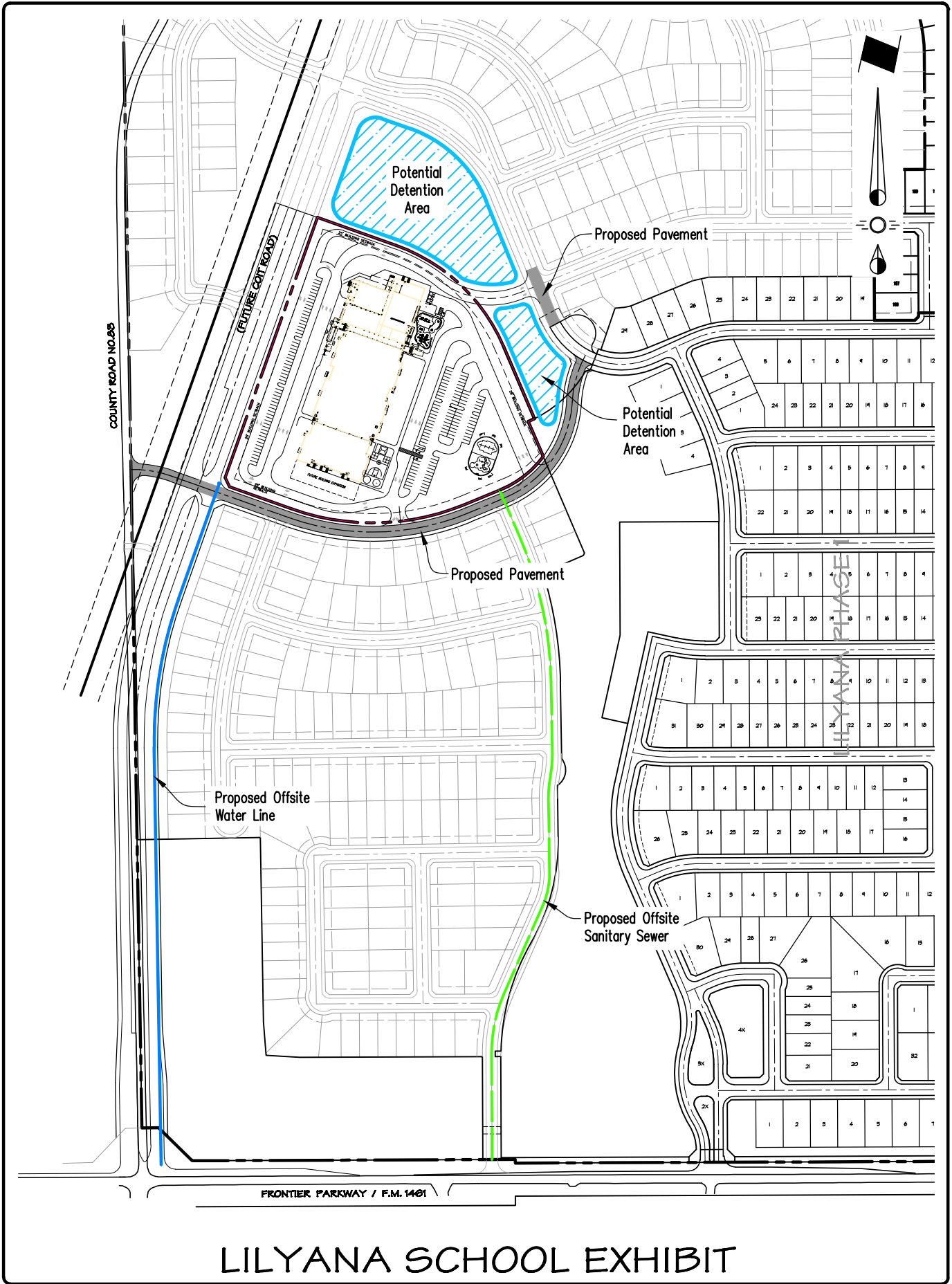
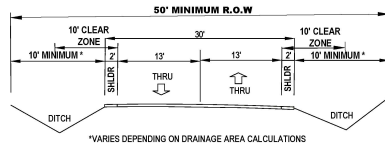
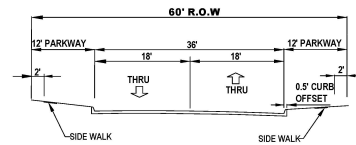


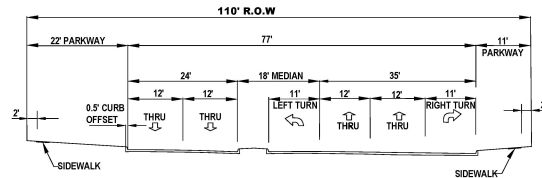
Exhibit C Standard Details



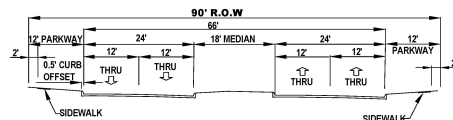
RURAL NEIGHBORHOOD STREET '2LRN'



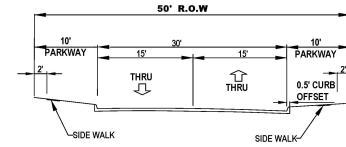
COLLECTOR STREET '2LC' AND RESIDENTIAL '2L'



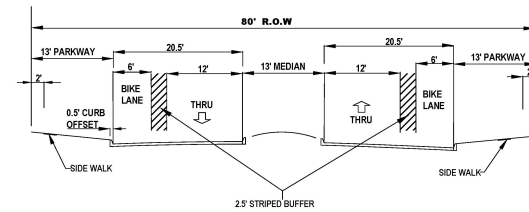
MINOR THOROUGHFARE '4LD' (AT INTERSECTION)



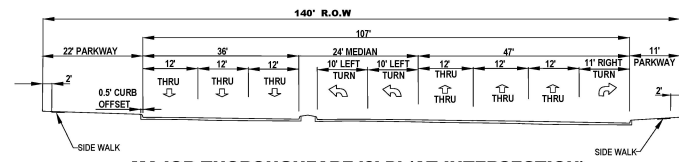
MINOR THOROUGHFARE '4LD' (AT MID-BLOCK)



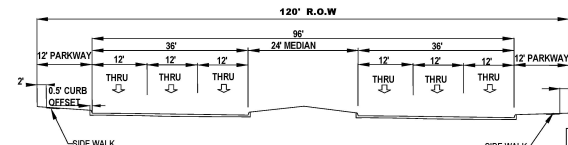
NEIGHBORHOOD STREET '2LN'



COLLECTOR STREET WITH BIKE LANES (2LCB)



MAJOR THOROUGHFARE '6LD' (AT INTERSECTION)



MAJOR THOROUGHFARE '6LD' (AT MIDBLOCK)

CITY OF CELINA			
STREET DETAILS 1			
STANDARD DETAILS			
			
DESIGNED BY: G.O.	REV. BY:	DATE:	SYMBOL:
CHECKED BY: G.J.	DATE:	DATE:	DATE:
TOTAL: 100% TO SCALE		SHEET NO. 101-1	

Exhibit D
Estimated Cost and Scope of Phase 1 of the CR 84 Road Improvements

Attachment: First Amendment to Wells South Development Agreement (Lilyana) (Wells South Development Agreement 1st Amendment)

Wells Road (CR 84) - Phase 1

	Description	Unit	Quantity	Unit Price	Total Cost
Erosion Control					
	Silt Fence	LF	4,546	\$ 1.50	\$ 6,819.00
	Curlex	LF	5,881	\$ 1.15	\$ 6,763.15
	Rock Check Dams	LF	75	\$ 850.00	\$ 63,750.00
	Inlet Protection	EA	6	\$ 150.00	\$ 900.00
	Broadcast Seeding	AC	2.1	\$ 400.00	\$ 852.15
	Total Erosion Control				\$ 79,084.30
Excavation					
	Temporary Road Excavation	CY	2,389	\$ 8.60	\$ 20,545.40
	Roadway Excavation	CY	3,700	\$ 2.35	\$ 8,695.00
	East and West Parkway Excavation	CY	3,175	\$ 8.60	\$ 27,305.00
	Remove Temporary Road	SY	5,796	\$ 20.00	\$ 115,920.00
	Remove and Dispose of Driveway Culverts (RCP and CMP)	LF	213	\$ 50.00	\$ 10,650.00
	Remove & Dispose of Driveway Headwalls	EA	4	\$ 50.00	\$ 200.00
	Remove & Dispose of Asphalt Pavement	SY	6,721	\$ 20.00	\$ 134,420.00
	Remove & Dispose of Concrete Drives	SY	811	\$ 20.00	\$ 16,220.00
	Remove & Dispose of Gravel Drive	SY	44	\$ 20.00	\$ 880.00
	Remove & Replace Ex. Misc. Fencing	LS	1	\$ 118,000.00	\$ 118,000.00
	Clearing and Grubbing	AC	2.1	\$ 1,200.00	\$ 2,556.45
	Total Excavation				\$ 455,391.85
Paving					
	6" Reinf. Concrete Pavement	SY	8,081	\$ 34.00	\$ 274,754.00
	6" Lime Stabilized Subgrade (2' outside back of curb)	SY	9,164	\$ 3.50	\$ 32,074.00
	8" Flex Base (Temporary Road)	SY	5,899	\$ 20.00	\$ 117,980.00
	7.5% Hydrated Lime (48 lbs/sy)	TONS	362	\$ 155.00	\$ 56,034.36
	Temporary Asphalt Pavement	SY	603	\$ 50.00	\$ 30,150.00
	Tensar TriAx Geogrid (Temporary Road)	SY	6,638	\$ 3.00	\$ 19,914.00
	Connect to Ex. Asphalt Pavement	LF	79	\$ 15.00	\$ 1,185.00
	Connect to Existing Concrete Pavement w/ Longitudinal Butt-Joint	LF	76	\$ 15.00	\$ 1,140.00
	Connect to Existing Drive w/ Longitudinal Butt-Joint	LF	115	\$ 15.00	\$ 1,725.00
	8' Sidewalk	SF	18,004	\$ 5.25	\$ 94,521.00
	Striping/Buttons	LS	1	\$ 25,000.00	\$ 25,000.00
	Traffic Control	LS	1	\$ 75,000.00	\$ 75,000.00
	Total Paving				\$ 729,477.36
Water					
	Relocate Ex. Fire Hydrant to Other Side of Road	EA	2	\$ 3,500.00	\$ 7,000.00
	Adjust Ex. Gate Valve (Before Temp. Pavement Installation and After Temp. Pavement Removal)	EA	16	\$ 500.00	\$ 8,000.00
	Total Water				\$ 15,000.00

	Description	Unit	Quantity	Unit Price	Total Cost
Storm Sewer					
	18" RCP (Class III)	LF	524	\$ 48.50	\$ 25,414.00
	21" RCP (Class III)	LF	140	\$ 53.50	\$ 7,490.00
	48" RCP (Class III)	LF	60	\$ 162.50	\$ 9,750.00
	10' Standard Curb Inlet	EA	6	\$ 3,950.00	\$ 23,700.00
	TxDOT PSET-SC (21" RCP)	EA	1	\$ 2,000.00	\$ 2,000.00
	TxDOT CH-PW-S Headwall (48" RCP)	EA	1	\$ 6,200.00	\$ 6,200.00
	12" Grouted Rock Rip-Rap	SY	37	\$ 85.00	\$ 3,145.00
	Extend Ex. 48" RCP	LF	24	\$ 162.50	\$ 3,900.00
	Remove 48" RCP Extension	LF	24	\$ 50.00	\$ 1,200.00
	Remove & Dispose of Drop Inlet	EA	1	\$ 1,500.00	\$ 1,500.00
	Trench Safety	LF	524	\$ 0.10	\$ 52.40
	Storm Sewer Line Testing and TV Insp.	LF	524	\$ 1.25	\$ 655.00
	Total Storm Sewer				\$ 85,006.40
Street Signs					
	Street Name Signs	EA	1	\$ 650.00	\$ 650.00
	Speed Limit Signs	EA	1	\$ 650.00	\$ 650.00
	Stop Signs	EA	1	\$ 650.00	\$ 650.00
	Total Street Lights & Signs				\$ 1,950.00
TOTAL HARD COST					\$ 1,365,909.91
Soft Cost					
	Construction Material Testing (2%)				\$ 27,318.20
	Engineering, Construction Staking, Admin.				\$ 200,000.00
	Topo				\$ 6,500.00
	City Inspection Fees (3%)				\$ 24,884.51
	Maintenance Bond				\$ 24,884.51
	TxDOT Permitting				\$ -
	Construction/Final Plat				\$ 5,000.00
	10% Contingency				\$ 136,590.99
	Total Soft Costs				\$ 425,178.21

TOTAL COST \$ 1,791,088.12

HILLWOOD CONTRIBUTION (45%)					\$ 805,989.65
CITY OF CELINA CONTRIBUTION (55%)					\$ 985,098.47

Wells Road (CR 84) - Phase 1

- 1) Assumes dirt required for excavation will be imported from Lilyana Phase 2A-2.
- 2) Assumes 27' pavement section with curb and gutter.
- 3) Assumes no cost associated with offsite easements.
- 4) Assumes no moisture conditioning and no rock. A final geotech report will be needed to determine exact location and depth of moisture conditioning required as well as depth and type of rock.
- 5) Excavation, paving, storm sewer, water, and sanitary sewer unit prices in this estimate are based on recent bids from reputable contractors on Lilyana Phase 2A-1.
- 6) Assumes 8' sidewalk on west side of Wells Road (CR 84).
- 7) Assumes no tree mitigation or USACE mitigation.
- 8) Assumes no right turn lane, left turn lane, or road widening along FM 1461.
- 9) Assumes Wells Road (CR 84) Phase 1 will be constructed with Lilyana Phase 2A-1.
- 10) Assumes no landscaping or screening.
- 11) Assumes no cost associated with relocation of dry utilities (overhead electric, telecommunications, and gas lines) and irrigation located within the existing right of way.
- 12) Assumes no additional street lights will be installed with Wells Road (CR 84).
- 13) Assumes City will contribute 55% of the total cost for this project.

Wells Road (CR 84) - Phase 1

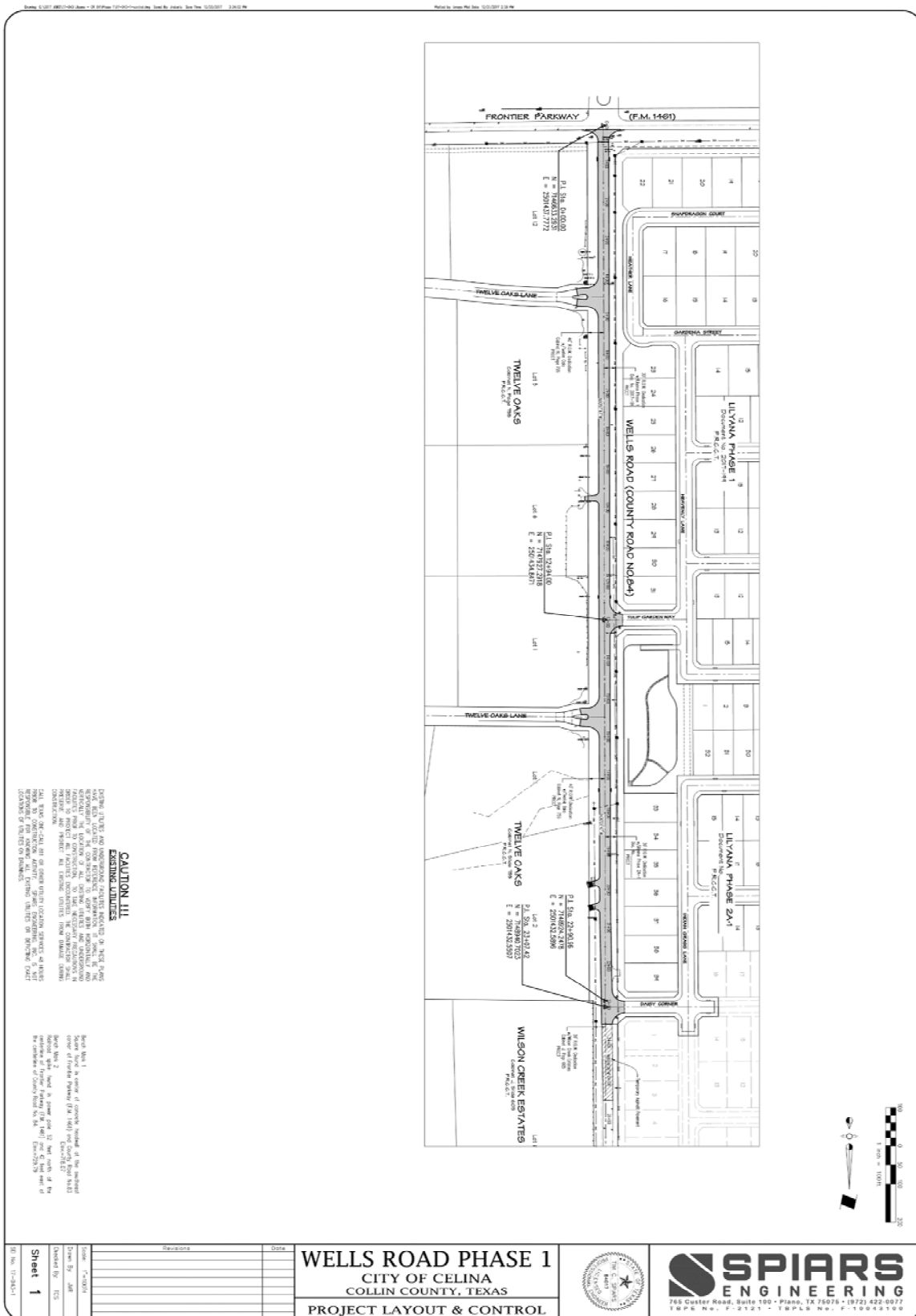


Exhibit E
Revised Conceptual Open Space and Trail Plan

Attachment: First Amendment to Wells South Development Agreement (Lilyana) (Wells South Development Agreement 1st Amendment)



AMENITIES AND OPEN SPACE		TRAILS	NOTES
	Secondary Entry	 10' Regional Hike & Bike Trail (in Easement)	• 5' minimum width for all other walks • Material on all walks and trails to be concrete. City shall consider design alternative materials such as decomposed granite at the time of design. • City standard open space requirement is one acre of open space per 75 housing units. 17 acres (approximate) of open space required.
	Primary Entry	 8' (minimum width) Regional Hike & Bike Trail	
	Amenity Center	 6' (minimum width) Trail (Trails in front of homes by builder)	
	Open Space	41 AC	

The information shown is based on the best information available and is subject to change without notice.

WELLS SOUTH TRACT / Open Space & Amenity Diagram

Celina, TX

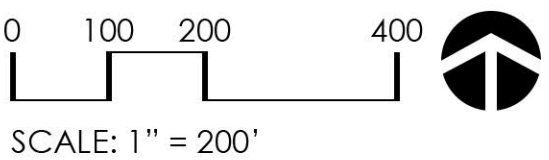
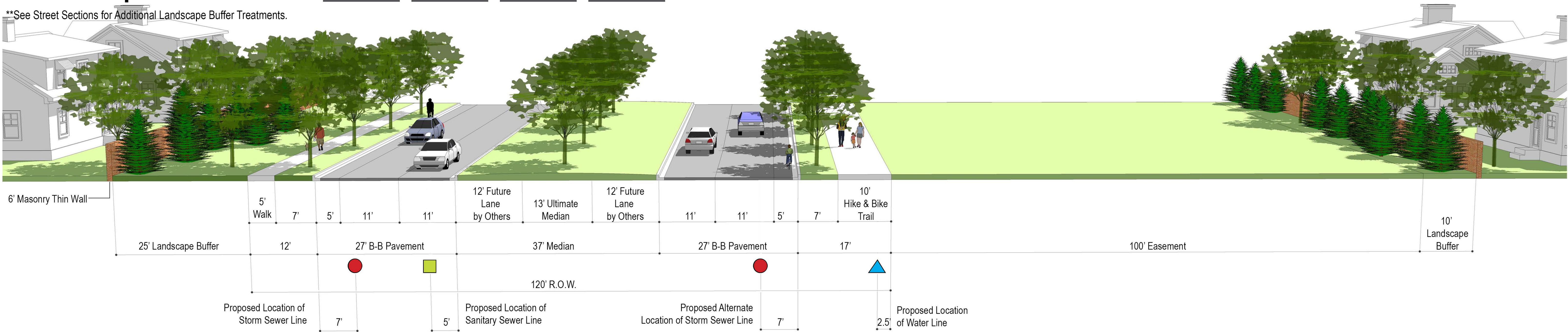


Exhibit F
Street Section for Coit Road

Attachment: First Amendment to Wells South Development Agreement (Lilyana) (Wells South

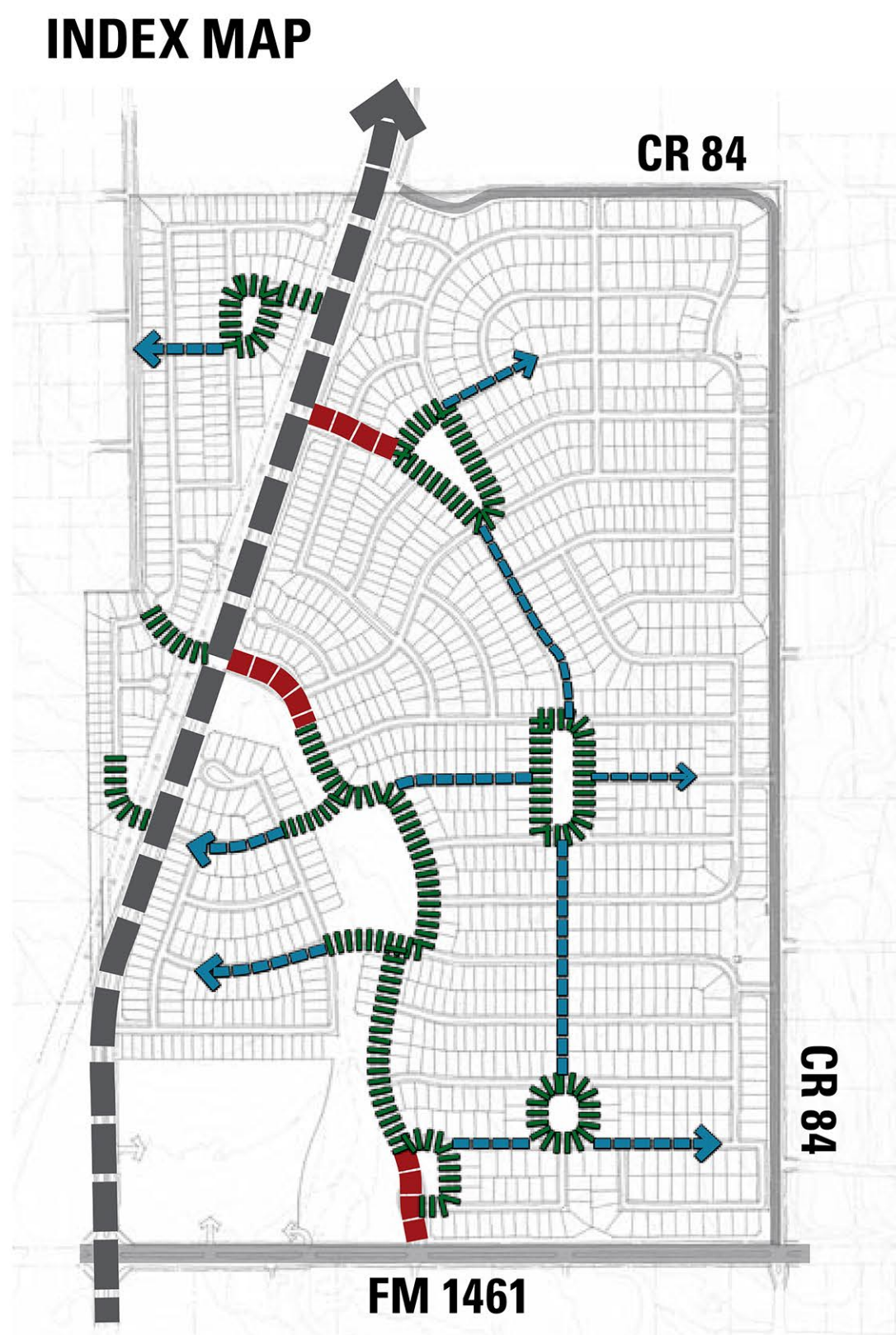
Coit Road - Option 1** - Thinwall

**See Street Sections for Additional Landscape Buffer Treatments.



UTILITIES LEGEND

	Storm Sewer Line
	Sanitary Sewer Line
	Water Line



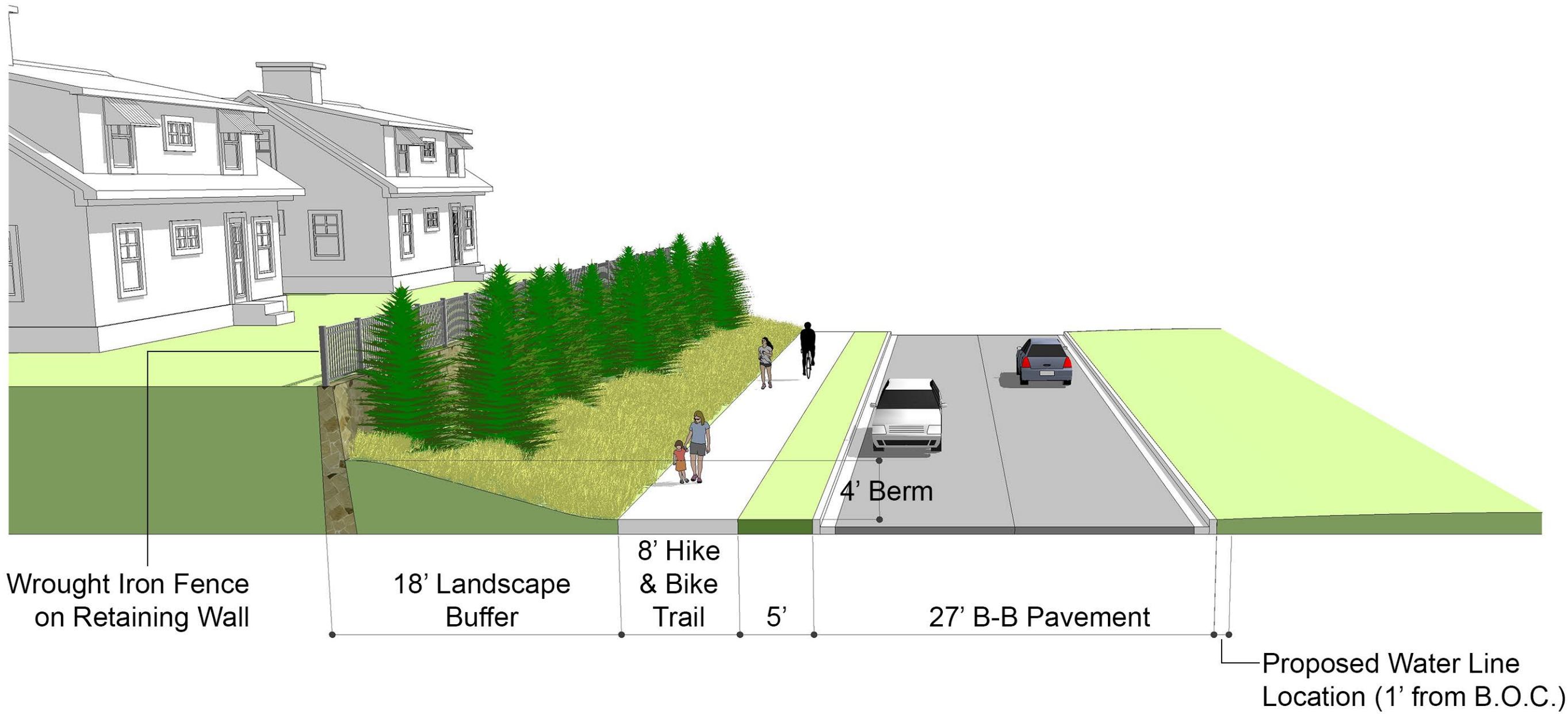
WELLS SOUTH TRACT / STREET SECTIONS

Celina, TX
The information shown is based on the best information available and is subject to change without notice.

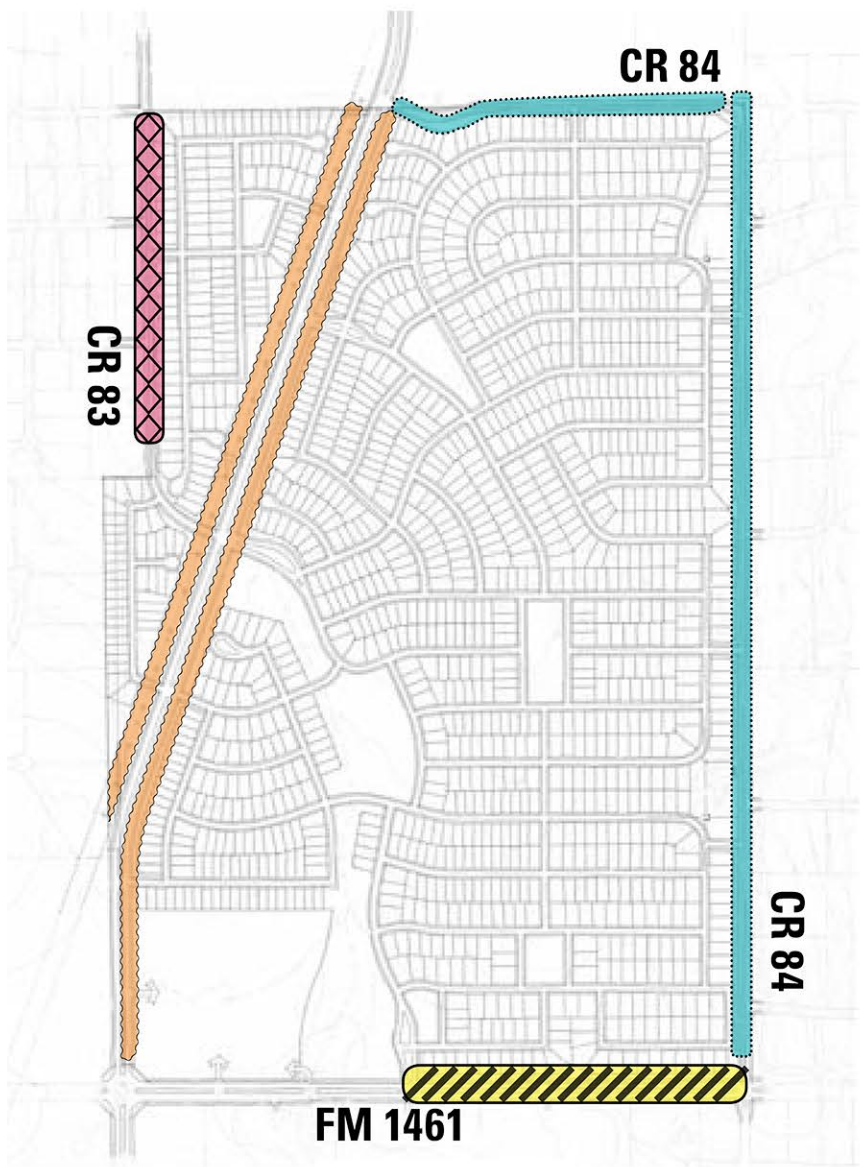
Exhibit G
Street Section for CR 84

Attachment: First Amendment to Wells South Development Agreement (Lilyana) (Wells South

CR 84 - Option 1



*No wood fences shall be used at rear or sides of residential homes along CR 84.
 **Trail shall be 8' wide at R.O.W. line. Retaining walls shall only be built where necessary.
 Reference CR 84 perspective.



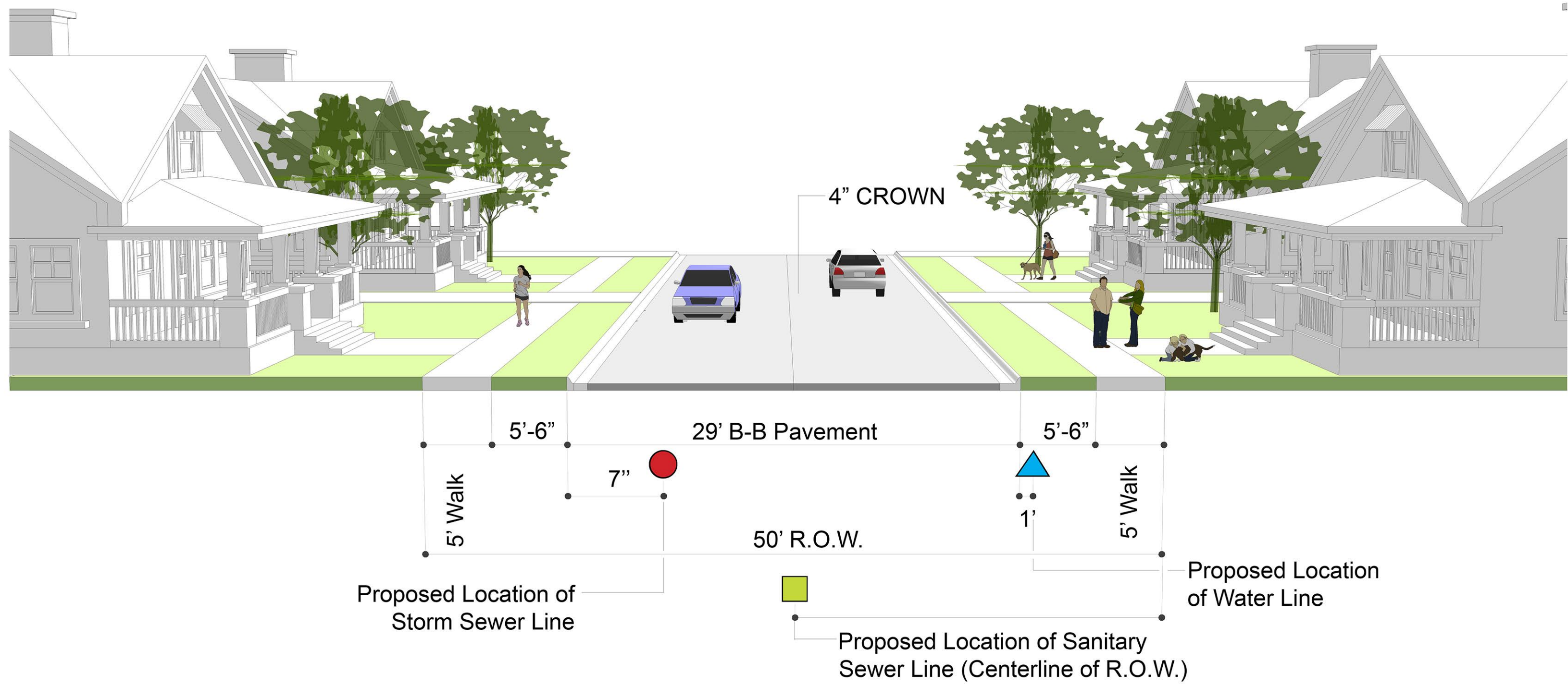
WELLS SOUTH TRACT / EDGE TREATMENT SECTIONS

Celina, TX
 The information shown is based on the best information available and is subject to change without notice.

Exhibit H
Street Section for Internal Roads

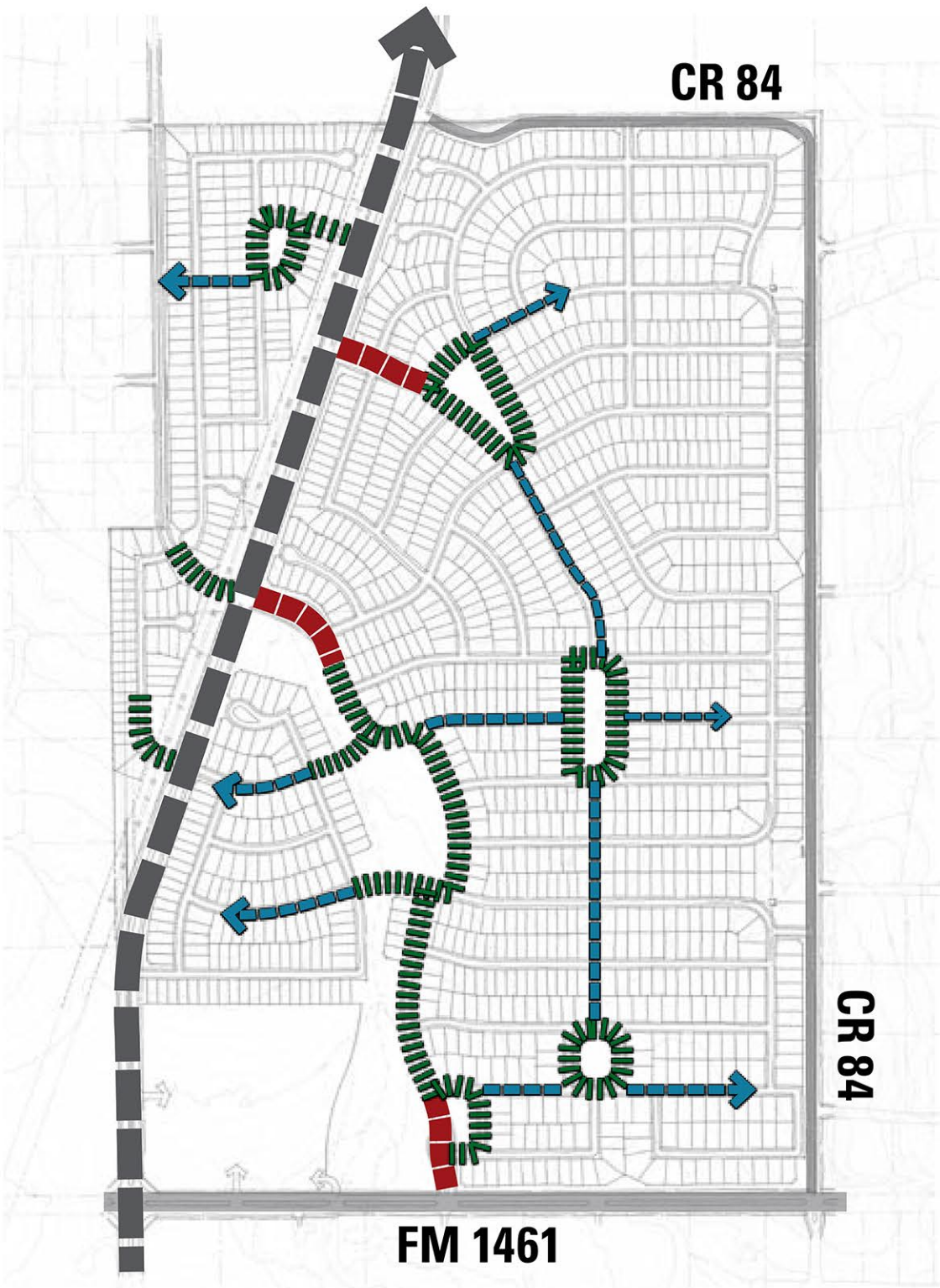
Attachment: First Amendment to Wells South Development Agreement (Lilyana) (Wells South

Neighborhood Street (Typ.)



UTILITIES LEGEND	
	Storm Sewer Line
	Sanitary Sewer Line
	Water Line

INDEX MAP



VELLS SOUTH TRACT / STREET SECTIONS

Celina, TX
The information shown is based on the best information available and is subject to change without notice.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Swapna Konda, Engineer
CC: Gabe Johnson, Director of Engineering
Date: February 13, 2018
Re: CR 134 18 Inch Water Line

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Wilco Underground in the amount of \$580,825.00 for the CR 134 18 inch water line project. (Johnson)

Background Information:

This project consists of approximately 3,680 lf of 18-inch water line beginning east of the intersection of Preston Rd and CR 134 and continuing along CR 134 to the intersection of CR 134 and D.C Ranch Way. This project has been advertised and 16 contractors submitted bids. Apparent low bidder was selected after thorough bid analysis.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

2017 Bond Issuance

Legal Review:

City Attorney would have to review

Supporting Documents:

Letter of Recommendation
Cover Sheet/Vicinity Map
Bid form & Agreement

Staff Recommendation:

Approve

February 8, 2018

Mrs. Swapna Konda, PE
Project Manager
City of Celina
142 North Ohio Drive
Celina, Texas 75009

Re: C.R. 134 18-Inch Waterline
Project No.: CEL16567
Recommendation of Award

Dear Mrs. Konda:

Bids were received for the **C.R. 134 18-Inch Waterline** project on Tuesday, February 6th, 2018. This project consists of approximately 3,680 linear feet of 18-inch water line beginning east of the intersection of Preston Road (CR 289) and CR 134, continuing east along CR 134 to the intersection of CR 134 and D.C. Ranch Way. A total of sixteen bids were received. A summary of the bid results is provided in the table below. A detailed bid tabulation is provided as an attachment to this letter.

Bid Summary

Name of Bidder	Bid Total
Wilco Underground LLC	\$528,023.00
BCG Construction, Inc.	\$530,711.00
KIK Underground, LLC	\$530,778.00
Wildstone Construction, LLC	\$536,700.00
ANA Site Construction, LLC	\$656,234.30
Dowager Utility Construction, LTD	\$658,875.00
Gomez Brothers Construcion, Inc.	\$678,884.00
Camino Construction, LP	\$699,534.00
Pittard Construction Company	\$699,993.00
Canary Construction, Inc.	\$713,974.00
SYB Construction Co., Inc.	\$714,537.00
Acadia Services, LLC	\$719,950.00
Quality Excavation LTD	\$727,274.60
Muniz Construction Inc.	\$777,783.00
Mining Consultants, LLC	\$929,323.00
Joe Funk Construction Inc.	\$943,761.80

Wilco Underground, LLC submitted the low bid for the project at \$528,023.00. We verified their bid bond covers the project amount and they have provided a bonding letter from the bonding agency. We

Attachment: Letter of Award Recommendation- CR 134 18inch WL -2-8-18 (CR 134 18 Inch Waterline)

contacted the following references for Wilco Underground, LLC and received favorable reviews for the work they performed and/or currently performing for those entities on similar type projects. The consensus was their staff is responsive and work is satisfactory.

- | | | |
|-------------------------------|--------------------|--------------|
| • Freese and Nichols, Inc. | Robert Allen | 817-844-1802 |
| • City of Mansfield | Ben Hartman | 817-276-4295 |
| • Kimley-Horn | James Bryan | 972-776-1752 |
| • Kimley-Horn | Anthony Samarripas | 972-770-1314 |
| • Town of the Colony | Robert Kotasek | 972-624-3148 |
| • Alan Plummer and Associates | Clete Martin | 214-631-6100 |

Based on our evaluation, we have found nothing to warrant the disqualifications of the **Wilco Underground, LLC** bid and therefore recommend that the project consisting of **C.R. 134 18-Inch Waterline** be awarded to **Wilco Underground, LLC**. The award should be contingent on procurement of insurance and bonds by **Wilco Underground, LLC**.

If you have any questions, please call me at (940) 220-4359.

Sincerely,



Aaron Redder, P.E.
Project Manager

cc: Gabe Johnson, P.E., City of Celina
Clayton Barnard, P.E., FNI

Attachments: Bonding Letter

Attachment: Letter of Award Recommendation- CR 134 18inch WL -2-8-18 (CR 134 18 Inch Waterline)

CITY OF CELINA, TEXAS



**CITY OF CELINA
ENGINEERING DEPARTMENT
142 N. OHIO ST.
CELINA, TEXAS 75009
(972)382-2682**

C.R. 134 18-INCH WATER LINE

JANUARY 2018

PROJ #W09/CEL16567

MAYOR

SEAN TERRY

COUNCIL MEMBERS

**PLACE 1 - BILL WEBBER
PLACE 2 - WAYNE NABORS
PLACE 3 - ANDY HOPKINS
PLACE 4 - CARMEN ROBERTS
PLACE 5 - MINDY KOEHNE
MAYOR PRO TEM/
PLACE 6 - CHAD ANDERSON**

INTERIM CITY MANAGER

JASON LAUMER, PE

DIRECTOR OF PUBLIC WORKS

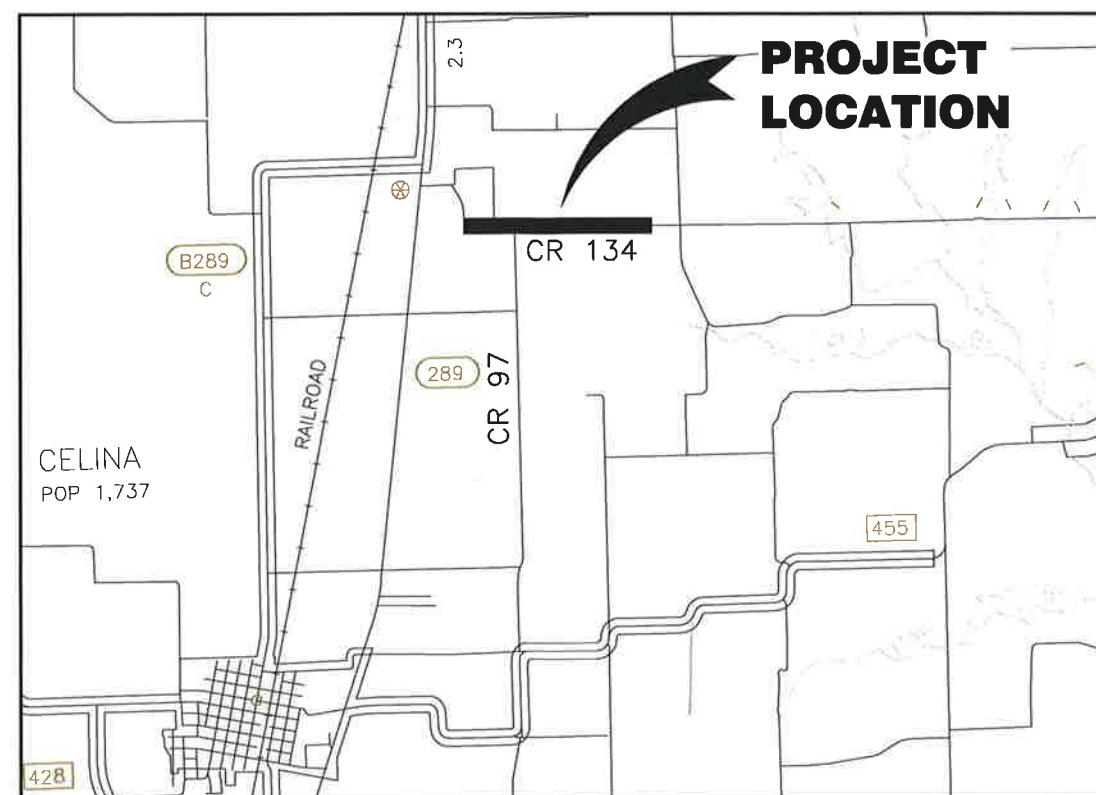
ALAN FOURMENTIN

DIRECTOR OF ENGINEERING SERVICES

GABE JOHNSON, PE



5805 Main Street, Suite B
Frisco, Texas 75034
Phone - (972) 624-9201
Fax - (972) 624-9202
Web - www.freese.com



VICINITY MAP

SCALE: 1" = 3000'

SHEET INDEX		
SEQ	SHEET	TITLE
GENERAL		
1	--	COVER
2	G1	GENERAL NOTES
3	G2	HORIZONTAL CONTROL PLAN
CIVIL: PROPOSED 18 INCH WATER LINE		
4	PL-01	STA. 1+00 TO STA. 6+00
5	PL-02	STA. 6+00 TO STA. 12+00
6	PL-03	STA. 12+00 TO STA. 18+00
7	PL-04	STA. 18+00 TO STA. 24+00
8	PL-05	STA. 24+00 TO STA. 30+00
9	PL-06	STA. 30+00 TO STA. 36+00
10	PL-07	STA. 36+00 TO END
DETAILS		
11	DT-1	TRENCH DETAILS
12	DT-2	WATER DETAILS
CELINA STANDARD DETAILS		
13	W-1	WATER DETAILS 1
14	W-2	WATER DETAILS 2
15	W-3	WATER DETAILS 3
16	W-6	WATER DETAILS 6
17	PJS-1	PROJECT SIGN DETAILS
18	EC-1	EROSION CONTROL DETAILS 1

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144



AARON REDDER
1/11/2018

00 42 23 BID FORM**ARTICLE 1: BID RECIPIENT**

1.01 This Bid is submitted to:

City of Celina

142 N. Ohio Street

Attention: Ms. Swapna Konda, P.E.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2: BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bid will remain subject to acceptance for 60 days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.

ARTICLE 3: BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Addendum Date	Signature Acknowledging Receipt
1	1/25/18	
2	2/21/18 MOO	

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except

Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

- E. Bidder has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions including surface, subsurface and Underground Facilities at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto or accepts the consequences for not doing so.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 4: BASIS OF BID

- 4.01 Bidder will complete the Work in accordance with the Contract Documents for the prices shown in the attached Section 00 42 23.01 "Bid Form Exhibit A."
- 4.02 Extended amounts have been computed in accordance with Paragraph 11.03 of the General Conditions

4.03 Bidder acknowledges that the estimated quantities are not guaranteed, and final payment for all Unit Price Bid items will be based on actual quantities provided, measured as provided in the Contract Documents

4.04 Unit Price and figures column will be used to compute the actual bid price.

ARTICLE 5: TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6: ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Bid:

- A. Section 00 42 23.01 "Bid Form Exhibit A."
- B. Required Bid Security.
- C. Section 00 42 23.02 "Contractor Compliance to State Law Certificate."
- D. Section 00 42 23.03 "Contractor Compliance to Texas Sales Tax Code"
- E. Section 00 42 23.04 "Conflict of Interest Questionnaire Form CIQ."

ARTICLE 7: DEFINED TERMS

7.01 The terms used in this Bid have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

ARTICLE 8: STATEMENT OF MATERIALS AND OTHER CHARGES

8.01 Provide the following information with this Bid:

Statement of Materials and Other Charges	
Materials Incorporated into the Project	\$ 316,800. [∞]
All Other Charges	\$ 211,223. [∞]
Total Contract Amount	\$ 528,023 [∞]

ARTICLE 9: VENUE

9.01 Bidder agrees that venue shall lie exclusively in Collin County, Texas for any legal action.

ARTICLE 10: BID SUBMITTAL

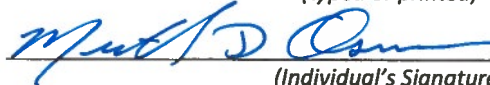
10.01 This Bid submitted by:

If Bidder is an Individual

Name:

WILLCO UNDERGROUND
(typed or printed)

By:


(Individual's Signature)

Doing business as:

Business Address:

2102 CASTLE VIEW ROAD
MANSFIELD TX 76063Phone: 817 888-2747Email: MIKE@WILLCOUNDERGROUND.COMBid submitted on the following date: 2/6/18**A Partnership**

Partnership Name:

(typed or printed)

Name of General Partner:

(typed or printed)

By:

(signature of general partner -- attach evidence of authority to sign)

Doing business as:

Business Address:

Phone: _____

Email: _____

Bid submitted on the following date: _____

Attachment: Willco Bid Form & Agreement (CR 134 18 Inch Waterline)

A Corporation

Corporation Name: _____
(typed or printed)

State of Incorporation: _____

Type: _____
(general business, professional, service, limited liability)

Date of qualification to do business in Texas is: _____

By: _____
(signature – attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone: _____ Email: _____

Bid submitted on the following date: _____

Attachment: Willco Bid Form & Agreement (CR 134 18 Inch Waterline)

Joint Venture

Joint Venturer Name: _____
(typed or printed)

By: _____
(signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____

Business Address: _____

Phone: _____ Email: _____

Bid submitted on the following date: _____

Joint Venturer Name: _____
(typed or printed)

By: _____
(signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____

Business Address: _____

Phone: _____ Email: _____

Bid submitted on the following date: _____

Contact for receipt of official communications

Name: _____
(typed or printed)

Business Address: _____

Phone: _____ Email: _____

Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

END OF SECTION

2

00 42 23.01 "Bid Form Exhibit A"

City of Celina

C.R. 134 18 inch Waterline

PROJ #W09/CEL 16567

Basis of Bid

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	18" AWWA C905 PVC Class 165 Waterline	LF	3,701.00	70.00	259,070.00
2	30" Steel Casing by Bore	LF	40.00	550.00	23,000.00
3	30" Steel Casing by Open Cut	LF	164.00	300.00	49,200.00
4	18" Butterfly Valve	EA	8.00	6,000.00	48,000.00
5	8" Gate Valve	EA	1.00	3,000.00	3,000.00
6	2" Combination Air Release Valve	EA	3.00	3,000.00	9,000.00
7	Fire Hydrant Assembly	EA	6.00	4,000.00	24,000.00
8	Fittings	TON	6.00	4,500.00	27,000.00
9	Connection to Existing Water Line	EA	2.00	5,000.00	10,000.00
10	Trench Safety System	LF	3,701.00	1.00	3,701.00
11	Remove and Replace Existing Barbed Wire Fence	LF	20.00	25.00	500.00
12	Asphalt Pavement Replacement	SY	168.00	80.00	13,440.00
13	Hydromulch Seed	SY	4,112.00	1.00	4,112.00
14	Storm Water Pollution Prevention Plan	LS	1.00	29,000.00	29,000.00
15	Traffic Control Plan	LS	1.00	5,000.00	5,000.00
16	Project Sign	EA	2.00	1,000.00	2,000.00
17	Mobilization	LS	1.00	23,000.00	23,000.00
18	Material Testing	LS	1.00	5,000.00	5,000.00
A	TOTAL BASE BID AMOUNT				\$ 528,023.00
B	Add (+) or Deduct (-)**				0
C	TOTAL AMOUNT BID (A + B)				\$ 528,023.00

** Provision is made for Bidder to include an addition or deduction in his bid, if he wishes, to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the bid for item A or B as applicable.

Attachment: Willco Bid Form & Agreement (CR 134 18 Inch Waterline)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

WillCo Underground
2102 Castle View Rd
Mansfield, TX 76063

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza East, Suite 100
Bala Cynwyd, PA 19004-1403

Mailing Address for Notices

Philadelphia Indemnity Insurance Company
One Bala Plaza East, Suite 100
Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Celina Texas
142 N. Ohio St., Celina, TX 75009
, US|

BOND AMOUNT: Five Percent of the Greatest Amount Bid

(5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

C.R. 134 18-Inch Water Line

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of February 2018

WillCo Underground

(Principal)

(Seal)

(Witness)

By: Matt D. Cam

(Title)

PRESIDENT

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

(Witness)

Candice Allen

By: Brent Baldwin

(Title)

Brent Baldwin

Attorney-in-Fact

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

15463

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **William D. Baldwin, Blaine Allen, Brent Baldwin, Brock Baldwin, Michael B. Hill, Brady K. Cox, and/or Russ Frenzel of Baldwin-Cox Agency LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

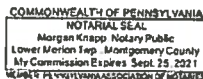
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of February 2018



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

00 42 23.02 CONTRACTOR COMPLIANCE TO STATE LAW

Chapter 2252 of the Texas Government Code applies to the award of government contract to nonresident Bidders. This law provides that:

"A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

"Nonresident bidder" refers to a person who is not a resident of Texas

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder.

- ☐ Nonresident bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the statute is attached.
- ☐ Nonresident bidders in _____ (give state), our principal place of business, are not required to underbid resident bidders.
- ☒ Our principal place of business or corporate offices are in the State of Texas.

Contractor Name:

WILLCO UNDERGROUND LLC
(typed or printed)

By:


(signature -- attach evidence of authority to sign)

Name:

MICHAEL D. OSMUS
(typed or printed)

Title:

PRESIDENT
(typed or printed)

Business address:

2102 CASTLE VIEW ROAD
MAHSPIELD TX 76063

Phone: 817 888-2747

Email: MIKE@WILLCOUNDERGROUND.COM

END OF SECTION

00 42 23.03 CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material permanently incorporated into the Project and resold to the Owner as defined in Tax Code.

\$ 316,800.⁰⁰

All other charges and costs

\$ 211,223.⁰⁰

Total (Total must equal the Contract Price)

\$ 528,023.⁰⁰

Contractor Name:

WILLCO UNDERGROUND
(typed or printed)

By:


(signature -- attach evidence of authority to sign)

Name:

MICHAEL D. QSMUS
(typed or printed)

Title:

PRESIDENT
(typed or printed)

Business address:

2102 CASTLE VIEW ROAD
MANSFIELD TX 76063

Phone: 817 888-2747

Email: MIKE@WILLCOUNDERGROUND.COM

Execute this form at time of execution of Contract and make a part of the Contract.

Notes:

1. The Total Amount of Bid for Materials and Services must equal the sum of the Total Amount Bid for Materials and the Total Amount Bid for Services as well as the sum of all individual bid items.
2. Materials are those items which are tax exempt and are physically incorporated into the facilities constructed for the Owner. Materials include, but are not limited to, purchased items such as pipe, embedment, concrete, manholes, asphalt, road base, machinery, and equipment, etc.
3. Services are those items which are not tax exempt and are used by the Contractor but are not physically incorporated into the Owner's facilities and/or items that are consumed by construction. Services include, but are not limited to, supplies, tools, concrete forms, scaffolding, temporary buildings, the rental of equipment, skill, and labor, etc.

END OF SECTION

00 42 23.04 Conflict of Interest Questionnaire Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Willco Underground

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

N/A

2/6/18

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

00 52 23 AGREEMENT

This Agreement is between City of Celina (Owner”) and _____ (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1: WORK

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

- This Project consists of approximately 3,680 linear feet of 18-inch water line beginning east of the intersection of Preston Road (CR 289) and CR 134, continuing east along CR 134 to the intersection of CR 134 and D.C. Ranch Way

ARTICLE 2: THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Celina
County Road 134 18-Inch Water Line
Improvements
RFP #W09

ARTICLE 3: ENGINEER

3.01 The Project has been designed by:

Freese and Nichols, Inc.
 2711 N. Haskell Ave, Suite 3200
 Dallas, TX 75204
 Phone (214) 214-2200
 Fax (214) 217-2201

ARTICLE 4: CONTRACT TIMES

4.01 Time of the Essence: All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment:

- A. The Work is required to be substantially completed within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 calendar days after the date when the Contract Times commence to run.

- 4.03 Liquidated Damages: Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02, plus any extensions of Contract Time allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, liquidated damages are stipulated in Section 01 35 00 "Special Procedures" for failure to meet Milestone completions. The Owner will be the sole judge as to whether the Work has been completed within the allotted time. Assessment of liquidated damages by the Owner shall not constitute a waiver of the Owner's right to sue and collect additional damages which Owner may sustain by the failure of the Contractor to perform in accordance with the terms of its Contract.

ARTICLE 5: CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents for the unit prices shown in Section 00 42 23.01 "Bid Form Exhibit A." Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6: PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage:
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.07.A of the General Conditions.
 - B. The value of Work completed for progress payments (exclusive of retainage) shall be made on the following basis:
 - 1. Prior to Restoration: Upon installation of the pipe and full-height backfill of the trench, payment will be allowed for 80 percent of the unit Contract Price per linear foot actually installed.
 - 2. After Restoration: Upon completion of restoration of the disturbed areas, the Contractor shall thoroughly clean all equipment and materials installed by him and shall

deliver over such materials and equipment in a bright, clean, polished and new-appearing condition. The remaining 20 percent of payment will be allowed when the property has been completely restored to its original or required condition as defined above. Grass establishment is covered under separate Bid items and is not included under "restoration."

- C. Progress payments will be made in an amount equal to 95 percent of the total earned value to date for completed Work and properly stored materials. The remaining 5 percent of the total earned value to date will be held as retainage. Owner may increase retainage to 10 percent if progress on the Project is considered to be unsatisfactory. Owner will deposit retainage in excess of 5 percent in an interest bearing account. Interest earned by that account will be paid to the Contractor in accordance with in accordance with Chapter 2252 of the Texas Government Code.
 - D. Payment will be less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidate damages, in accordance with Paragraph 14.02 of the General Conditions. In addition to the amount retained above, the Owner may retain additional amounts as set forth elsewhere in the Contract Documents.
 - E. At the Owner's option, retainage may be required at a higher percentage rate, or Owner may choose not to reduce retainage if progress on the Project is considered to be unsatisfactory. If retainage in excess of the amount described above is held prior to Substantial Completion, the Owner will place the additional amount in an interest bearing account. Interest will be paid in accordance with Article 7.
 - F. Upon Substantial Completion, Owner may pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion. If Owner has concerns with the ability of the Contractor to complete the remaining Work in accordance with the Contract Documents or within the time from established by this Agreement, Owner may at its sole discretion, elect to retain retainage if the amounts set forth above for progress payments prior to Substantial Completion. Release or reduction in retainage is contingent upon consent of surety to such reduction in retainage.
- 6.03 Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7: INTEREST

- 7.01 The Owner is not obligated to pay interest on moneys not paid except as provided in Government Chapter 2252 Subchapter B.

ARTICLE 8: CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site including Underground Facilities which have been identified in Paragraph SC-4.02 of the Supplementary Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in Paragraph SC-4.06 of the Supplementary Conditions.
- E. Contractor has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions including surface, subsurface, and Underground Facilities at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bid Documents, and safety precautions and programs incident thereto or assumes responsibility for doing so.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9: CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Specifications, forms and documents listed in Section 00 01 10 "Table of Contents" except as specifically excluded in Paragraph C.

2. Drawings as listed in the Section 00 01 15 "List of Drawings" and / or on the List of Drawings in the Drawings themselves.
3. Addenda (Section 00 91 13).
4. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Section 00 42 23).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 0 to 0, inclusive).
- B. The following are also Contract Documents which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 1. Notice to Proceed.
 2. Written Amendment(s).
 3. Change Order(s).
 4. Field Order(s).
 5. Work Change Directive(s).
 6. Engineers Written Interpretation(s).
- C. These documents are attached to this Agreement as reference but are not part of the Contract Documents:
 1. Documents specifically listed in Supplementary Condition SC-4.02 and SC-4.06.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10: MISCELLANEOUS

- 10.01 Terms: Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- 10.02 Assignment of Contract: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.03 Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.04 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract

Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications: Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

- A. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
- B. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- C. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- D. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Venue: Venue shall lie exclusively in Collin County, Texas for any legal action.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on_____.

Owner: _____
(typed or printed)

Contractor: _____
(typed or printed)

By: _____
(Individual's signature)

By: _____
(Individual's signature)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(Individual's signature)

Attest: _____
(Individual's signature)

Address for giving notice:

Designated representative:

Designated representative:

Name: _____

Name: _____

Title:

Title:

Address:

Address:

Phone:

Phone: _____

Email:

Email:

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

END OF SECTION

Agreement
CEL16567- C.R. 134 18-Inch Water Line

00 52 23 - 7



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: February 13, 2018
Re: Glen Crossing DA Amendment: Fee Changes

Action Requested:

Consider and act to authorize the City Manager to execute Amendment #1 to the Glen Crossing Development Agreement. (DeBuff)

Background Information:

This item amends the fee structure for the Glen Crossing Development Agreement, which was originally effective starting June 14, 2016. The new combined fee structure lowers the overall fees from approximately \$12,000 to \$8,500, a \$3,500 reduction.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed Development Agreement amendments

Staff Recommendation:

Staff recommends approval.

**FIRST AMENDMENT TO AMENDED DEVELOPMENT AGREEMENT
(Glen Crossing)**

This First Amendment to the Amended and Restated Development Agreement (this "Amendment") is made and entered into by and between the City of Celina, Texas (the "City"), a home rule municipality located within Collin County, Texas, and W/J CR 55 LP, a Texas limited partnership (the "Owner"), each a "Party" and collectively the "Parties" to be effective on _____, 2018 (the "Effective Date").

**ARTICLE I
RECITALS**

WHEREAS, the Owner owns the approximately 119.138-acre tract of land described by metes and bounds on Exhibit A (the "Property"); and

WHEREAS, this Amendment amends that certain Amended Development Agreement between the City and Wynne Jackson, Inc. with an effective date of June 14, 2016 (the "Original Development Agreement"); and

WHEREAS, On June 17, 2016, Wynne Jackson, Inc. assigned all of its rights and responsibilities under the Original Development Agreement to W/J CR 55 LP, the current owner of the Property; and

WHEREAS, W/J CR 55 LP is now the "Owner" for all purposes under the Original Development Agreement and all amendments thereto; and

WHEREAS, all capitalized terms in this Amendment shall be as defined in the Original Development Agreement unless otherwise defined herein; and

WHEREAS, the Parties desire to amend the Original Development Agreement to amend the City fees applicable to the Property.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner hereby agree as follows:

**ARTICLE II
MISCELLANEOUS PROVISIONS**

2.1. Except as modified by this Amendment, the terms and conditions of the Original Development Agreement shall remain in full force and effect.

2.2 The recitals contained in this Amendment are true and correct as of the date of this Amendment and form the basis upon which the Parties negotiated and entered into this Amendment.

2.3 Section 3.01 of the Original Development Agreement is amended in its entirety to read as follows:

3.01 Fees, Capital Recovery Fees and Park Fees.

(a) Except as otherwise provided in this Section 3.01, the Developer shall be subject to those lawfully adopted fees and charges due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, storm water fees, permit fees and inspection fees.

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

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

(d) Notwithstanding anything to the contrary in this Section 3.01 or any ordinance or other regulation applicable to the Property, no capital recovery fees including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, park maintenance fees, and other capital recovery fees, shall be charged against the Property other than the following:

(i) Park fees in the amount of \$1,500 per residential dwelling unit.

(ii) Water capital recovery fees in the amount of \$2,000 per residential dwelling unit.

(iii) Sewer/wastewater capital recovery fees in the amount of \$2,000 per residential dwelling unit.

(iv) Roadway capital recovery fees in the amount of \$2,500 per residential dwelling unit.

(v) Technology capital recovery fees for conduit, fiber optic, and similar improvements in the amount of \$500 per residential lot, to be collected at the time of building permit issuance.

To the extent more than \$7,500 in park, water, sewer, and roadway impact fees or other capital recovery fees was collected by the City in connection with an existing building permit prior to the Effective Date, the City agrees to refund the portion of the payment in excess of \$7,500 to the builder within 60 days after the Effective Date.

(e) In addition to the fees described above, the Developer will make a one-time escrow deposit with the City in an amount equal to \$226,850.00 (the "PID Issuance Fee"). The PID Issuance Fee will be paid to the City by the Developer at the closing of the first series of PID bonds and will be deposited by

the City upon receipt into a segregated account restricted to use for regional park improvements.

(f) Developer shall also pay a PID Bond Fee, as defined and described in Section 6.02 below.

2.4 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

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

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Vicki Faulkner, City Secretary

DEVELOPER:

W/Y CR 55 LP
a Texas limited partnership

By: W/J Celina GP LLC
A Texas limited liability company
Its General Partner

By: _____
Name: Frank G. Murphy
Title: Manager



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jason Laumer, City Manager
CC: Jason Laumer, City Manager
Date: February 13, 2018
Re: Interlocal Agreement between City of Celina and Celina ISD

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute an interlocal cooperation agreement by and between the City of Celina and the Celina Independent School District regarding joint facility use and fee waivers. (DeBuff)

Background Information:

This interlocal agreement between the City of Celina and the Celina Independent School District allows both entities to use the others' facilities free of charge, while encouraging a strong relationship between the City and Celina schools.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This agreement has been reviewed by the city attorney.

Supporting Documents:

- Proposed Agreement

Staff Recommendation:

Staff recommends approval.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF CELINA, TEXAS AND
CELINA INDEPENDENT SCHOOL DISTRICT**

This Agreement (hereinafter referred to as the "Agreement"), is made and entered into by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "City"), located in Denton County, Texas, and the Celina Independent School District, a political subdivision of the State of Texas (hereinafter referred to as the "District").

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code (hereinafter referred to as the "Act"), authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and the District are both local governments as defined by Section 791.003(4) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, these functions and services serve the public health, safety, and welfare, promote efficiency and effectiveness of local governments, and are of mutual concern to the contracting parties; and

WHEREAS, the City and the District, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefor only from current revenues legally available to such party; and

WHEREAS, the District owns and operates certain school sites in and around the City, including Celina Primary School, Celina Elementary School, Celina O'Dell Elementary School, Celina Junior High and Celina High School; and

WHEREAS, the City desires to utilize, and the District desires to allow the use of, these school sites as sports facilities through this Interlocal Agreement; and

WHEREAS, the City desires to provide residents of the City with access and use of school ground facilities after school hours and on weekends; and

WHEREAS, the District desires waivers of City building inspection fees, fire prevention fees, capital recovery fees, planning and zoning fees, subdivision fees, reservation fees, and health and code enforcement fees (collectively, the "City Fees"); and

WHEREAS, this Agreement is made under the authority of sections 791.001-791.029 of the Texas Government Code; and

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common interest of both parties.

NOW, THEREFORE, the City and the District, for the mutual consideration hereinafter stated, the receipt and legal sufficiency of which are hereby acknowledged by the City and District, agree and understand as follows:

Section 1. AGREEMENT

A. This Agreement shall supersede all previous agreements between the District and the City for Facilities Usage and payment of City Fees.

B. The City and the District agree, under the terms and conditions provided herein, to permit for joint use of the District's Facilities and the City Facilities for recreational, cultural, informational, and athletic activities for the mutual benefit of the parties.

C. Notwithstanding anything herein to the contrary, a material part of the consideration to the City and the District for entering into this Agreement is the commitment by the District and the City to allow each party to utilize the other party's facilities for youth and adult recreational, cultural and athletic activities.

D. The City and the District will, respectively, be responsible for all costs for water, sewer, telephone, electric utilities, and facility maintenance associated with their respective facilities covered by this Agreement except as may be otherwise provided herein; provided, however, in the event the City or District incurs any extraordinary utility, building or facility maintenance charges arising from the other party's use, in which case the other party shall be responsible for contributing funds related to such extraordinary charges. Also, the City and the District shall be responsible for maintaining the facilities under their respective custody and control and keep such facilities free of litter, trash, overgrowth, or any other natural or manmade conditions which would diminish the quality of property or impair its public purpose.

E. The City and the District mutually agree to waive all cost recovery fees in the interest of providing the highest and best service with the least possible expenditure of public funds for both parties. This shall include, but not be limited to, administrative charges, rental fees, installation costs, meter costs, on-site supervision fees, janitorial maintenance fees, HVAC charges, utility charges, building inspection fees, fire prevention fees, capital recovery fees, planning and zoning fees, subdivision fees, reservation fees, and health and code enforcement fees for the District Facilities and City Facilities. The District will be responsible for paying to the City all monthly utility fees, including water sewer, and trash for the District's Facilities.

Section 2. FINDINGS INCORPORATED

A. The findings set forth above are incorporated into the body of this Agreement as if fully set forth herein.

Section 3. TERM

A. This Agreement shall continue in force for a period of five (5) years from the date of execution and thereafter on a year-to-year basis until one of the parties shall give the other party ninety (90) days' written notice of intent to terminate as provided hereinafter, or until superseded.

Section 4. USE OF DISTRICT FACILITIES

A. The District will make available for use for recreational activities by the City and the public all sport field areas and facilities (hereinafter referred to as the "School Facilities"), as depicted in ***Exhibit A***, attached hereto and incorporated herein for all purposes. The School

Facilities shall be open to the general public and available for use by the general public and City after school hours, outside of scheduled school practices and events, and on weekends (the "District Reservations") during the Term of this Agreement. The District shall provide to the City, upon execution of this Agreement, a calendar indicating the known District Reservations for next Twelve (12) months. On each anniversary of the execution of this Agreement, the District will again provide to the City the known District Reservations. It is understood by the parties that the District shall have first priority in scheduling and the City shall have second priority and that the District may, at any time, add events to the previously submitted District Reservations calendar. The City shall schedule use of School Facilities by completing a District facility usage form. The facility usage form should be submitted at least two (2) weeks in advance of a proposed event or usage. Upon approval a copy of the signed and approved form will be returned to the City. The District will use all reasonable efforts to not cancel a previously approved and scheduled usage or event. If cancelation is required for a District activity, the District will provide 24 hours advance notice and make a good faith effort to provide alternate School Facilities. The parties may negotiate additions and deletions to the School Facilities available for the City's and public use on an annual basis.

B. The City may not leave or store any equipment or other items at the School Facilities without advance written approval by the District. Such approval shall include a designated site for storage of City equipment.

C. The City shall not damage the School Facilities during any use thereof, and shall leave the School Facilities in a condition as neat and safe as at the time the City began said use. The City shall be responsible for any damages the City causes to any School Facilities, and shall promptly repair same.

D. The City's use is subject to the rules and regulations promulgated by the District for use of the School Facilities.

Section 5. USE OF CITY FACILITIES

A. City will make available for use by the District all playground areas and facilities (hereinafter referred to as the "City Facilities"), as depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes. The City Facilities shall be open to the general public and available for use by the general public and District during the term of this Agreement, unless the City has previously scheduled a City-sponsored program (the "City Reservations.") The City shall provide to the District, upon execution of this Agreement, a calendar indicating the known City Reservations for next Twelve (12) months. On each anniversary of the execution of this Agreement, the City will again provide to the District the known City Reservations. It is understood by the parties that the City shall have first priority in scheduling and the District shall have second priority and that the City may, at any time, add events to the previously submitted City Reservations calendar. The District shall schedule use of City Facilities by completing a City facility usage form. The facility usage form should be submitted at least two (2) weeks in advance of a proposed event or usage. Upon approval a copy of the signed and approved form will be returned to the District. The City will use all reasonable efforts to not cancel a previously approved and scheduled usage or event. If cancelation is required for a City activity, the City will provide 24 hours advance notice and make a good faith effort to provide alternate facilities. The parties may negotiate additions and deletions to the City Facilities available for the District's and public use on an annual basis.

B. The District may not leave or store any equipment or other items at the City Facilities without advance written approval by the City. Such approval shall include a designated site for storage of District equipment.

C. The District shall not damage the City Facilities during any use thereof, and shall leave the City facilities in a condition as neat and safe as at the time the District began said use. The District shall be responsible for any damages the District causes to any City Facilities, and shall promptly repair same.

D. The District's use is subject to the rules and regulations promulgated by the City for use of the City Facilities.

Section 6. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (90) days advance written notice to the other party.

Section 7. MISCELLANEOUS PROVISIONS

A. Effective Date. The effective date of this Agreement shall be the last day this Agreement is approved by a party hereto as indicated on the signature blocks below (the "Effective Date").

B. Entire Agreement. This Agreement represents the entire agreement between City and District and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both the City and District or those authorized to sign on behalf of those governing bodies.

C. Indemnification Clause. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demand, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees) in connection with performing this Agreement. This indemnification shall not extend to third parties.

D. Immunity and Defenses. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

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

F. The City and District agree to cooperate with each other in good faith at all times during the term hereof in order to effectuate the purposes and intent of this Agreement.

City of Celina:

Attn: Jason Laumer
City Manager City of Celina
142 N. Ohio St.
Celina, Texas 75009
Telephone: 972-382-2682
Fax: 972-382-3736

Celina Independent School District:

Attn: Rick DeMasters
Superintendent
Celina Independent School District
205 S. Colorado St.
Celina, Texas 75009
Telephone: 469-742-9100
Fax: 972-382-3607

G. Severability Clause. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

H. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, and assigns. Neither of the parties will assign nor transfer an interest in this Agreement without the written consent of the other party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Attachment: ILA - City of Celina and Celina ISD on Facilities (Interlocal Agreement between City of Celina and Celina ISD)

APPROVED by the City Council of the City of Celina, Texas, in its meeting held on the _____ day of _____ 2018, and executed by its authorized representative.

CITY OF CELINA, TEXAS

Jason Laumer, City Manager

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary

Lance Vanzant, City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2018 by Jason Laumer, City Manager of the **CITY OF CELINA, TEXAS**, a home-rule municipality, on behalf of said municipality.

Notary Public in and for the State of Texas

[CELINA ISD SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Attachment: ILA - City of Celina and Celina ISD on Facilities (Interlocal Agreement between City of Celina and Celina ISD)

APPROVED by the Celina Independent School District, Texas, in its meeting held on the _____ day of _____, 2018, and executed by its authorized representative.

CELINA INDEPENDENT SCHOOL DISTRICT

Rick DeMasters, Superintendent

ATTEST:

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2018 by Rick DeMasters, Superintendent **CELINA INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, on behalf of said independent school district.

Notary Public in and for the State of Texas

Attachment: ILA - City of Celina and Celina ISD on Facilities (Interlocal Agreement between City of Celina and Celina ISD)

Exhibit "A"
School Facilities for use by City

Baseball fields

Football fields

Gyms, excluding the three competition gyms: two high school gyms and one junior high competition gym

Exhibit "B"
City Facilities for use by District

Old Celina Park Soccer Fields

Celina ISD employees shall receive resident rates for usage of recreation facilities

Attachment: ILA - City of Celina and Celina ISD on Facilities (Interlocal Agreement between City of Celina and Celina ISD)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: February 13, 2018
Re: Chalk Hill PID SAP Public Hearing

Action Requested:

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

Background Information:

This public hearing is to provide a forum for comments regarding the levying of assessments related to the Chalk Hill Public Improvement District (PID).

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Chalk Hill PID Preliminary Service and Assessment Plan

Staff Recommendation:

Staff recommends that the hearing be continued and action is tabled to the March 13th meeting.

Draft

CHALK HILL
PUBLIC IMPROVEMENT DISTRICT NO. 2
PRELIMINARY SERVICE AND ASSESSMENT PLAN

DECEMBER 5, 2017

MuniCap

v1.1

Attachment: Chalk Hill PID No. 2 - Draft SAP - v1.1 (Chalk Hill PID SAP Public Hearing)

CHALK HILL PUBLIC IMPROVEMENT DISTRICT No. 2

PRELIMINARY SERVICE AND ASSESSMENT PLAN

Table of Contents

Section I	Plan Description and Defined Terms	1
Section II	Property Included in the PID	8
Section III	Description of Authorized Improvements	9
Section IV	Service Plan	13
Section V	Assessment Plan	17
Section VI	Terms of the Assessments	25
Section VII	Assessment Roll	30
Section VIII	Miscellaneous Provisions	32

List of Appendix

Appendix A	The PID Map
Appendix B	Estimated Costs of the Authorized Improvements
Appendix C	Diagrams of the Authorized Improvements
Appendix D	Phases #2–3 Major Improvement Assessment Roll
Appendix E	Phase #1 Assessment Roll

Section I PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On _____ (the "Creation Date") the City Council of the City of Celina, Texas (the "City") passed and approved Resolution No. _____ approving and authorizing the creation of the Chalk Hill Improvement District No. 2 (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID (the "Authorized Improvements"), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in approximately three phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on the all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be provided for that phase.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Chalk Hill Public Improvement District No. 2 Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Rolls for the PID are included as Appendix D and E of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Administrator” means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and codes with respect to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of,

redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments including interest, as shown on the Assessment Rolls attached hereto as Appendix D and Appendix E, 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 and Delinquency Reserve described in Section IV of this Service and Assessment Plan, and (iii) the Administrative Expenses.

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

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

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and includes the Assessments including those collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means, as applicable, the Phases #2 – 3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, an Assessment Roll for Phases #2 - 3 of development or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Authorized Improvement Costs” mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

“Certification for Payment” means the certificate to be provided by the Developer, or his

designee, to substantiate the Actual Cost of one or more Authorized Improvements. “

“**City**” means the City of Celina, Texas.

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

“**Delinquent Collection Costs**” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“**Developer**” means CADG Celina 156, LLC, a Texas limited liability company.

“**Future Phases**” means Phases that are fully developed after Phase #1, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

“**Homeowner Association**” means a homeowner’s association or property owners’ association established for the benefit of property owners within the boundaries of the PID.

“**Homeowner Association Property**” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner’s association.

“**Lot**” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Collin County, Texas.

“**Lot Type**” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“**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.

“**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.

“Phase #1” means the initial Phase to be developed, identified as “Phase #1” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix E.

“Phase #1 Assessed Property” means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

“Phases #1 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

“Phase #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix E, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #1 Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series ____ (Chalk Hill Public Improvement District No. 2 Phase #1 Project)" that are secured primarily by Phase #1 Assessment Revenue.

“Phase #1 Improvements” mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Authorized Improvements which only benefit Phase #1 Assessed Property and are described in Section III.C.

“Phased PID Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

“Phases #2 - 3” mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

“Phases #2 - 3 Assessed Property” means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

“Phases #2 - 3 Major Improvements” mean (i) the pro rata portion of the Major Improvements allocable to Phases #2 - 3 and are described in Section III.

“Phases #2 - 3 Major Improvement Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2 - 3 Assessed

Property, or the Annual Installments thereof, for the Major Improvements.

“Phases #2 - 3 Major Improvement Assessment Roll” means the document included in this Service and Assessment Plan as Appendix D, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phases #2 – 3 Major Improvement Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series ____ (Chalk Hill Public Improvement District No. 2 Phases #2 – 3 Major Improvement Project)" that are secured primarily by Phases #2 - 3 Major Improvement Assessment Revenues.

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

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

“PD #43” means Planned Development District, #43 passed and approved by the City pursuant to Ordinance No 2010-26 dated as of April 12, 2010.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Public Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, 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.

“TIRZ No. 10” means the Tax Increment Reinvestment Zone No. 10, City of Celina, Texas.

“TIRZ Credit” means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to Section VI of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 10 Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. 10 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI of this Service and Assessment Plan.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the

terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

Section II PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is presently located within the City and contains approximately 94.827 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 440 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (440) is based upon the proposed development plan.

B. Property Included in Phase #1 and Phases #2 - 3

Phase #1 consists of approximately 41 acres and is projected to consist of 157 single family residential units, to be developed as Phase #1, as further described in Section III. Phases # 2 - 3 consist of approximately 53 acres and are projected to consist of approximately 283 residential units. A map of the property within Phase #1 and Phases #2 – 3 and depicting the boundaries of each proposed Phase is shown in Appendix A.

C. Property Included in Future Phases

As Future Phases are developed, additional Bonds will be issued for each new phase. In connection with the issuance of each new Phased PID Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix D and Appendix E.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

Section III DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

- (a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.
- (b) A public improvement may include:
 - (i) landscaping;
 - (ii) erection of fountains, distinctive lighting, and signs;
 - (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - (iv) construction or improvement of pedestrian malls;
 - (v) acquisition and installation of pieces of art;
 - (vi) acquisition, construction, or improvement of libraries;
 - (vii) acquisition, construction, or improvement of off-street parking facilities;
 - (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
 - (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
 - (x) the establishment or improvement of parks;
 - (xi) projects similar to those listed in Subdivisions (i)-(x);
 - (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and

- (xiv) payment of expenses incurred in the establishment, administration and operation of the district.

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the diagram included as Appendix C should be undertaken by the City for the benefit of the property within the PID.

B. Description of Estimated Costs of Major Improvements

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of lots.

The Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Major Improvements are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The major roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Distribution System Improvements:

The major water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Collection System Improvements:

The major sanitary sewer collection system improvements within consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Collection System Improvements

The major storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Table III-A
Estimated Major Improvement Costs

Authorized Improvements	Total Estimated Major Improvement Costs
Road improvements	\$2,700,879
Water distribution system improvements	\$471,557
Sanitary sewer collection system improvements	\$1,873,884
Storm drainage collection system improvements	\$1,119,874
Soft costs including PID creation, City, professional and miscellaneous soft costs	\$1,026,954
Total – Estimated Major Improvement Costs	\$7,193,148

The costs shown in Table III-A are current estimates and may be revised in Annual Service Plan Updates.

C. Description of Estimated Costs of Phase #1 Improvements

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The costs of the Phase #1 Improvements are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The Phase #1 roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Distribution System Improvements:

The Phase #1 water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Collection System Improvements:

The Phase #1 sanitary sewer collection system improvements within consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Collection System Improvements

The Phase #1 storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Table III-B
Estimated Phase #1 Improvement Costs

Authorized Improvements	Total Estimated Phase #1 Improvement Costs
Road improvements	\$1,129,129
Water distribution system improvements	\$450,627
Sanitary sewer collection system improvements	\$545,213
Storm drainage collection system improvements	\$536,513
Soft costs including City, professional and miscellaneous soft costs	\$193,558
Subtotal – Estimated Phase #1 Improvement Costs	\$2,855,040
Add: Proportional share of estimated Major Improvement Costs ¹	\$2,566,646
Total Estimated Phase #1 Improvement Costs	\$5,421,686

¹ See Section V(C) for allocation of Major Improvement costs to Phase #1.

Additional details of the Phase #1 Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V (C).

The costs shown in Tables III-A and III-B are estimates and may be revised in Annual Service Plan Updates. The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

D. Future Phase Authorized Improvements

As Phases are developed, additional Bonds for Future Phases will be issued to finance Authorized Improvements for each Future Phase. As Phased PID Bonds are issued for each Future Phase, this Service and Assessment Plan will be updated to identify the specific Authorized Improvements financed by such Phased PID Bonds that benefit each Phase (e.g., a Table III-C will be added to show the estimated costs for Phase #2 Authorized Improvements, etc.).

Section IV SERVICE PLAN

A. Sources and Uses of Funds

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately __ months to construct the Major Improvements and approximately __ months for the Phase #1 Improvements to be constructed. At some point after all or a portion of the Major Improvements and Phase #1 Improvements are constructed, Phase #2 will begin development. After Phase #2 is developed, it is anticipated that Phase #3 will begin development, with each Future Phase to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The estimated Actual Costs for Major Improvements and Phase #1 Improvements plus costs related to the issuance of the Bonds, in one or more series, for the Major Improvements and Phase #1 Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is \$12,252,938 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A summarizes the sources and uses of funds required to construct the Major Improvements and Phase #1 Improvements, establish the PID, and issue the Phase #1 Bonds and Phases #2 – 3 Major Improvement Bonds. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

As Future Phases are developed in connection with the issuance of Phased PID Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-A will be amended to add Phase #2, etc.).

Bonds to finance the Major Improvements and Phase #1 Improvements are expected to be issued starting in 2018. Table IV-A shows the sources and uses of the Bonds.

Table IV-A
Estimated Sources and Uses

Sources of Funds	Phases #2-3 Major Improvement Bonds		Phase #1 Bonds	Total
Par amount	\$2,275,000	\$4,325,000		\$6,600,000
Other funding sources	\$3,127,252	\$2,525,686		\$5,652,938
Total Sources	\$5,402,252	\$6,850,686		\$12,252,938
Uses of Funds				
<u>Major Improvements</u>				
Road improvements	\$1,737,156	\$963,723		\$2,700,879
Water distribution system improvements	\$303,297	\$168,260		\$471,557
Sanitary sewer improvements	\$1,205,248	\$668,636		\$1,873,884
Storm drainage improvements	\$720,283	\$399,591		\$1,119,874
Other soft and miscellaneous costs	\$660,518	\$366,436		\$1,026,954
Subtotal	\$4,626,502	\$2,566,646		\$7,193,148
<u>Phase #1 Improvements</u>				
Road improvements	\$0	\$1,129,129		\$1,129,129
Water distribution system improvements	\$0	\$450,627		\$450,627
Sanitary sewer improvements	\$0	\$545,213		\$545,213
Storm drainage improvements	\$0	\$536,513		\$536,513
Other soft and miscellaneous costs	\$0	\$193,558		\$193,558
Subtotal	\$0	\$2,855,040		\$2,855,040
Estimated Bond issue costs	\$775,750	\$1,429,000		\$2,204,750
Total Uses	\$5,402,252	\$6,850,686		\$12,252,938

Notes: Phase #1 Improvements include the Authorized Improvements listed under this heading plus the estimated \$2,566,646 mil pro rata share of the Major Improvements allocated to Phase #1.

The Phases #2 - 3 Major Improvement Bonds shown in Table IV-A are anticipated to be issued in 2018. The Phases #2 - 3 Major Improvement Bonds to be issued in 2018 will be used to pay and/or reimburse the Developer for a portion of the costs of Phases #2 - 3 Major Improvements. The remaining costs of Phases #2 - 3 Major Improvements will be financed through future Bonds, which may be issued separately or combined with improvement costs for Future Phases.

The Phase #1 Improvement Bonds shown in Table IV-A are anticipated to be issued in 2018. The Phase #1 Improvement Bonds to be issued in 2018 will be used to pay and/or reimburse the Developer for a portion of the costs of the Phase #1 Improvements and the prorate share of the Phases #2 - 3 Major Improvements.

As Future Phases are developed, additional Bonds will be issued for each new future phase improvements. Phase #2 Bonds will be issued to finance the Authorized Improvements required for Phase #2 and Phase #3 Bonds will be issued to finance the Authorized Improvements required for Phase #3 as each future phase is developed. Each Future Phase Bond may also be issued in one or more series of Bonds.

The annual projected costs and annual projected indebtedness is shown by Table IV-C. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds
2018	\$12,252,938	\$6,600,000	\$5,652,938
2019	\$0	\$0	\$0
2020	\$0	\$0	\$0
2021	\$0	\$0	\$0
2022	\$0	\$0	\$0
Total	\$12,252,938	\$6,600,000	\$5,562,938

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Major Improvements shown in Table III-A, the Phase #1 Improvements shown in Table III-B, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer. As Future Phases are developed, in association with issuing Bonds for each Future Phase, this Table IV-C will be updated to identify the Authorized Improvements to be financed by each new series of the Bonds and the projected indebtedness resulting from each additional series of the Bonds.

Section V ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Phases #2 – 3 Major Improvement Bonds to be issued in _____, subsequent financings are to be issued over the upcoming decade as the subsequent phases (Phases #2 and #3) of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements can be reimbursed by a subsequent parity lien bond financing, secured by the same special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion. For example, the Phase #1 Bonds to be issued to finance a portion of the Phase #1 Improvements, including the pro-rata costs of the Major Improvements allocable to Phase #1 Assessed Property, followed by a second parity lien issuance of bonds (the Phase #1B Bonds) demonstrates this analysis.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvements and Phase #1 Improvements shall be allocated as described below:

1. The Major Improvement and Phase #1 Improvement costs shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Major Improvement costs are proportionally allocated to the Phases #2 – 3 Assessed Property and the Phase #1 Assessed Property based on the ratio of total estimated number of units for the Phases #2 - 3 Assessed Property and the Phase #1 Assessed Property.
6. The Phases #2 - 3 Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2 – 3 Assessed Property based on the total estimated number of units for each Parcel.
7. The Phase #1 Improvement costs (including Phase #1 Assessed Property's proportional share of the costs of the Major Improvements) are allocated to each Parcel within the Phase #1 Assessed Property based on the total estimated number of units for each Parcel.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements and Phase #1 Improvements.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from internal subdivision Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds. Therefore, will only be assessed for the special benefits conferred upon the Parcel at this time Parcels because of the Major Improvements and Phase #1 Improvements.

In connection with the issuance of Phased PID Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements and Phase #1 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Phases #2 – 3 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements and Phase #1 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of

the PID shown in Table IV-A are authorized by the PID Act. These improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer’s option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Assessments result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Assessments result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Costs to Assessed Property

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of estimated costs for each Major Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 157 residential units. Phases #2 – 3 are projected to contain 283 residential units, resulting in a total projected number of units in the PID of 440. As a result, 35.68 percent of the estimated costs of Major Improvements (i.e. $157 \div 440 = 35.68\%$) are allocated to the Phase #1 Assessed Property and 64.32 percent of the estimated costs Major Improvements (i.e., $283 \div 440 = 64.32\%$) are allocated to the Phases #2 - 3 Assessed Property. The Phases #2 – 3 Major Improvement Bonds will fund the proportionate share of the estimated costs of the Major Improvement allocated to Phases #2 – 3; and, Phase #1 Bonds will fund Phase #1's proportionate share of the estimated costs of the Major Improvements.

Table V-A
Allocation of Major Improvement Costs

Major Improvement Estimated Costs	
Authorized Improvement	Estimated Costs
Road Improvements	\$2,700,879
Water Improvements	\$471,557
Sanitary Sewer Improvements	\$1,873,884
Storm Drainage Improvements	\$1,119,874
Other soft and miscellaneous costs	\$1,026,954
Total Major Improvements	\$7,193,148
Phase #1	
Projected total number of units	157
% of total units	35.68%
Proportionate Share of Costs	\$2,566,646
Phases #2 - 3	
Projected total number of units	283
% of total units	64.32%
Proportionate Share of Costs	\$4,626,502

D. Assessment Methodology

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

1. Assessment Methodology for the Major Improvements for Phases #2 - 3

For purpose of this Service and Assessment Plan, the City Council determined that the portion of Actual Costs of the Major Improvement costs to be allocated to Phases #2 - 3 shall be allocated to the Phases #2 - 3 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2 - 3 is shown on the Phases #2 – 3 Major Improvement Assessment Roll, attached as Appendix D, and no

Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. *Assessment Methodology for Phase #1*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements, including the portion of the Major Improvements to be financed with the Phase #1 Bonds, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Phase #1.

Based on the estimates of the costs of the Phase #1 Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. *Assessment Methodology for Future Phases*

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. Assessments

The Assessments for the Phase #1 Bonds and the Phases #2 – 3 Major Improvement Bonds will be levied on each Parcel according to the Phases #2 – 3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, attached hereto as Appendix D and Appendix E, respectively. The Annual Installments for the Phases #2 – 3 Major Improvement Bonds and the Phase #1 Bonds will be collected at the time and in the amounts shown on the Phases #2 – 3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

F. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. Prepayment and Delinquency 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 “Additional Interest”). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the 0.5% Additional Interest component of the Annual Installments allocated to fund a reserve to be used for paying prepayment and delinquency related costs (the “Prepayment and Delinquency Reserve”). The Prepayment and Delinquency Reserve shall be funded until it reaches 5.50% of the outstanding Bonds as stipulated in the Bond documents. Once the Prepayment and Delinquency Reserve is funded in full, the City may allocate the Additional Interest component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or redeem Bonds and reduce the Assessments, as determined by the City Council.

H. TIRZ Credit

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel’s Assessments (the “TIRZ Annual Credit Amount”). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 10 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI of this Service and Assessment Plan.

Section VI TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located within Phases #2 - 3

The Assessment and Annual Installments for each Assessed Property located within Phases #2 - 3 are shown on the Phases #2 – 3 Major Improvement Assessment Roll, attached as Appendix D, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Phases #2 - 3 Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phases #2 – 3 Major Improvement Bonds, (ii) to fund the Prepayment and Delinquency reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2018 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2019). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

B. Amount of Assessments and Annual Installments for Parcels Located Within Phase #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Phase #1 Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Bonds, (ii) to fund the Prepayment and Delinquency reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2018 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2019). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

C. Amount of Assessments and Annual Installments for Parcels Located Within Future Phases

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. 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 number of units to be built on each new subdivided Parcel
- D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

E. Mandatory Prepayment of Assessments

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. Reduction of Assessments

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.
2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Collection Costs, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Collection Costs. The Principal Portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

G. Payment of Assessments

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds and (ii) ___ percent per annum. The Phases #2 - 3 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated Bond interest rate of 6.5% and additional interest at the rate of 0.5% for administrative expenses or the Prepayment and Delinquency Reserve. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on the estimated Bond interest rates of 6.0%, and additional interest at the rate of 0.5% for administrative expenses or Prepayment and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Rolls, updated with the actual interest rates on the Bonds, are shown as Appendix D and Appendix E.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. Collection of Annual Installments

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

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

Section VII THE ASSESSMENT ROLL

A. Major Improvement Area Assessment Roll

Each Parcel within Phases #2 - 3 has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the Assessed Property within each Parcel.

Phases #2 – 3 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Major Improvements. Table IV-A summarizes the \$5,402,252 in special benefit received by Phases #2 - 3 from a portion of the Major Improvements, the pro rata costs of the PID formation, and issuance costs for the proposed Phases #2 – 3 Major Improvement Bonds. The amount of Phases #2 – 3 Major Improvement Bonds is \$2,275,000, which is equal to the benefit received by Phases #2 – 3 Assessed Property, and as such the total Assessment for all Assessed Property within Phases #2 - 3 is \$2,275,000 plus annual Administrative Expenses. The Assessment for each Parcel of Assessed Property within the Phases #2 - 3 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2 – 3 Major Improvement Assessment Roll is attached hereto as Appendix D.

B. Phase #1 Assessment Roll

Phase #1 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #1 Improvements that benefit Phase #1, which include a proportionate share of the Major Improvements allocable to Phase #1. Table IV-A summarizes the \$6,850,686 in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements that benefit Phase #1, including the proportionate share of the Major Improvements allocable to Phase #1, the pro rata costs of the PID formation, and Bond issuance costs. The amount of Phase #1 Bonds is \$4,325,000, which is equal to the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is \$4,325,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix E.

C. Future Phase Assessment Roll

As Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #2, etc.).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2 – 3 Major Improvement Assessment Roll and Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with

any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

Section VIII MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. Termination of Assessments

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

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

PROPERTY DESCRIPTION:

Being a 94.827 acre tract of land situated in the George W. Eastes Survey, Abstract Number 299, the William W. Shawver Survey, Abstract Number 810, and the William B. Tucker Survey, Abstract Number 912, City of Celina, Collin County, Texas, and being a part of that certain tract of land described by deed to CADG CELINA 156, LLC, recorded under Document Number 20141015001128280, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the most northwest corner of a tract of land described to A.P. Sommerhalder, LLC, by deed recorded in document number 20150625000764600, Deed Records, Collin County, Texas, and the southwest corner of that certain tract of land described by deed to Preston 51 CR 102, LP, recorded under Document Number 20071120001569950 of the Official Public Records of Collin County, Texas, and being in the east line of State Highway No. 289, also known as Preston Road, having a variable width right-of-way, and being within County Road 102;

THENCE South 89 degrees 43 minutes 35 seconds East, within said County Road 102 and with the north line of said A. P. Sommerhalder tract and the south line of said Preston 51 CR 102 tract, a distance of 737.08 feet to a point for corner, being the POINT OF BEGINNING;

THENCE South 89 degrees 43 minutes 35 seconds East, continuing within said County Road 102, a distance of 1803.23 feet to a point for the southeast corner of said Preston 51 CR 102, LP tract, same being an inner ell corner of said CADG Celina 156, LLC tract;

THENCE North 00 degrees 26 minutes 05 seconds West, with the east line of said Preston 51 CR 102, LP tract and the northernmost west line of said CADG Celina 156, LLC tract, a distance of 640.81 feet to a 1/2 inch iron rod found for the southwest corner of that same tract of land described to Mohammad Ali Dalaki, by deed recorded in Document Number 20141119001266880, Official Public Records, Collin County, Texas, same being the northernmost northwest corner of said CADG Celina 156, LLC tract;

THENCE North 89 degrees 49 minutes 17 Seconds East, with the south line of said Dalaki tract and the north line of said CADG Celina 156, LLC tract, a distance of 1391.00 feet to a point for the southeast corner of said Dalaki tract and the northeast corner of said CADG Celina 156, LLC tract, said point lying on the west line of that same tract of land described to Nanda Estates, LLC, by deed recorded in Document Number 20140709000706790, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 30 minutes 42 seconds East, with the west line of said Nanda Estates, LLC tract and the easternmost line of said CADG Celina 156, LLC tract, a distance of 1391.70 feet to a 5/8 inch iron rod found for the easternmost southeast corner thereof, same being the southwest corner of said Nanda Estates, LLC tract, and lying on the north line of that same tract of land described to Four Winds Enterprises, Ltd., by deed recorded in Volume 5476, Page 8080, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 45 minutes 36 seconds West, with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 551.59 feet to a point for corner;

THENCE South 89 degrees 08 minutes 14 seconds West, continuing with the north line of said Four Winds Enterprises, Ltd. tract, and the easternmost south line of said CADG Celina 156, LLC tract, a distance of 1442.68 feet to a 1/2 inch iron rod found for the northwest corner of said Four Winds Enterprises, Ltd. tract and an inner ell corner of said CADG Celina 156, LLC tract;

THENCE South 00 degrees 08 minutes 33 seconds West, with the west line of said Four Winds Enterprises, Ltd. tract, and the southernmost east line of said CADG Celina 156, LLC tract, a distance of 45.11 feet to point for corner in the west line of said Four Winds Enterprises, Ltd., and at the beginning of a curve to the left having a radius of 708.00 feet, with a delta angle of 36 degrees 15 minutes 41 seconds, whose chord bears South 72 degrees 00 minutes 02 seconds West, a distance of 440.64 feet;

THENCE, in a southwesterly direction, departing the southernmost east line of said CADG Celina 156 tract, over, across, and upon said CADG Celina 156 tract, and with said curve, an arc length of 448.08 feet to a point for corner;

THENCE South 53 degrees 52 minutes 12 seconds West, continuing within said CADG Celina 156 tract, a distance of 1001.46 feet to a point for corner lying on the west line thereof, same being the east line of that certain tract of land described in deed to Sutton Field Investments, LLC, recorded under Document Number 20150305000240910, Official Public Records of Collin County, Texas;

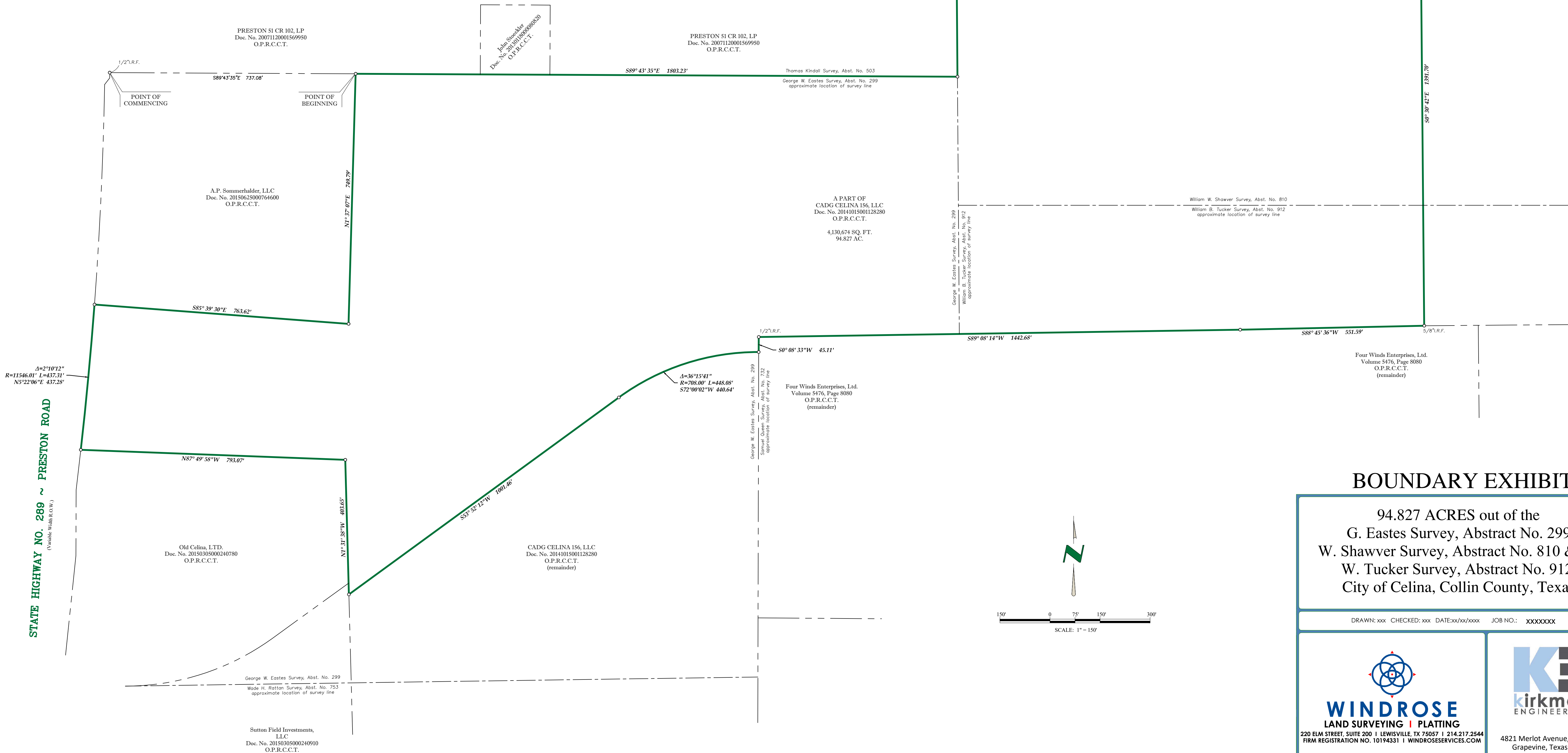
THENCE North 01 degrees 31 minutes 38 seconds West, with the west line of said CADG Celina 156 tract, the east line of said Sutton Field Investments, LLC, tract, and the east line of that certain tract of land described to Old Celina, LTD., by deed recorded under Document Number 20150305000240780 of the Official Public Records of Collin County, Texas, a distance of 403.65 feet to point for corner;

THENCE North 87 degrees 49 minutes 58 seconds West, with the westernmost south line of said CADG Celina 156 tract, and the north line of said Old Celina, LTD. tract, a distance of 793.07 feet to a 1/2 inch iron rod with a yellow cap stamped "ASC" set for corner in the east line of said Preston Road, lying in a curve to the left having a radius of 11546.01 feet, with a delta angle of 02 degrees 10 minutes 12 seconds, whose chord bears North 05 degrees 22 minutes 06 seconds East, a distance of 437.28 feet;

THENCE continuing with the east line of said Preston Road and with said curve, an arc length of 437.31 feet to a point for the westernmost northwest corner of said CADG Celina 156 tract and the southwest corner of said A.P. Sommerhalder, LLC tract;

THENCE South 85 degrees 39 minutes 30 seconds East, with the westernmost north line of said CADG Celina 156 tract and the south line of said A.P. Sommerhalder, LLC tract, a distance of 763.62 feet to point for the southeast corner of said A.P.Sommerhalder, LLC tract and an interior corner of said CADG Celina 156 tract;

THENCE North 01 degrees 37 minutes 07 seconds East, with the northernmost west line of said CADG Celina 156 tract and the east line of said A.P. Sommerhalder, LLC tract, a distance of 749.79 feet to the POINT OF BEGINNING, and containing 94.827 acres of land, more or less, and being subject to any and all easements that may affect.



BOUNDARY EXHIBIT

94.827 ACRES out of the
G. Eastes Survey, Abstract No. 299
W. Shawver Survey, Abstract No. 810 & the
W. Tucker Survey, Abstract No. 912,
City of Celina, Collin County, Texas

DRAWN: xxx CHECKED: xxx DATE:xx/xx/xxxx JOB NO.: XXXXXXX

WINDROSE
LAND SURVEYING | PLATTING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

Kirkman
ENGINEERING

4821 Merlot Avenue, Suite 210
Grapevine, Texas 76051
Phone: 817-488-4960

Appendix B

ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS



POD COST SUMMARY - CITY OF CELINA
 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
 THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CITY OF CELINA
 OCTOBER 31, 2017

DIVISION / PHASE / COST TYPE SUMMARY - CITY OF CELINA IMPROVEMENTS													
DIVISION	DIRECT PUBLIC				MASTER PUBLIC				PRIVATE				TOTAL
	1	2	3	TOTAL	1	2	3	TOTAL	1	2	3	TOTAL	
CLEARING & EXCAVATION	\$62,250	\$95,010	\$83,350	\$240,610	\$76,505	\$51,800	\$64,894	\$193,199	\$726,679	\$587,550	\$592,670	\$1,906,899	\$2,340,708
WATER	\$450,627	\$405,023	\$366,253	\$1,221,904	\$260,853	\$28,525	\$182,180	\$471,557	\$0	\$0	\$0	\$0	\$1,693,461
SEWER	\$545,213	\$395,678	\$366,570	\$1,307,462	\$1,748,283	\$0	\$125,601	\$1,873,884	\$0	\$0	\$0	\$0	\$3,181,345
STORM SEWER	\$505,963	\$385,529	\$351,283	\$1,242,775	\$500,655	\$303,998	\$223,449	\$1,028,102	\$0	\$0	\$0	\$0	\$2,270,878
PAVEMENT	\$1,066,879	\$987,224	\$863,966	\$2,918,070	\$759,511	\$1,106,703	\$641,467	\$2,507,680	\$0	\$0	\$0	\$0	\$5,425,749
RETAINING WALLS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$245,000	\$60,000	\$60,000	\$365,000	\$365,000
EROSION CONTROL	\$30,550	\$20,006	\$32,056	\$82,612	\$50,070	\$14,150	\$27,552	\$91,772	\$39,380	\$35,458	\$30,727	\$105,564	\$279,948
AMENITIES, LANDSCAPE, & SCREENING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$237,650	\$182,300	\$408,900	\$828,850	\$828,850
FRANCHISE UTILITIES	\$27,200	\$18,700	\$20,400	\$66,300	\$40,800	\$5,100	\$10,200	\$56,100	\$0	\$0	\$0	\$0	\$122,400
MISCELLANEOUS & OTHER	\$5,000	\$5,000	\$5,000	\$15,000	\$5,000	\$5,000	\$5,000	\$15,000	\$39,540	\$36,900	\$35,360	\$111,800	\$141,800
SUB-TOTAL	\$2,693,684	\$2,312,170	\$2,088,879	\$7,094,732	\$3,441,676	\$1,515,276	\$1,280,342	\$6,237,294	\$1,288,249	\$902,208	\$1,127,657	\$3,318,113	\$16,650,139
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (7%)	\$188,558	\$161,852	\$146,222	\$496,631	\$240,917	\$106,069	\$89,624	\$436,611	\$90,177	\$63,155	\$78,936	\$232,268	\$1,165,510
SUB-TOTAL	\$2,882,241	\$2,474,022	\$2,235,100	\$7,591,363	\$3,682,593	\$1,621,345	\$1,369,966	\$6,673,905	\$1,378,426	\$965,362	\$1,206,592	\$3,550,381	\$17,815,649
MISCELLANEOUS & CONTINGENCY (10% NOT INCL ENG OR CM)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,882,241	\$2,474,022	\$2,235,100	\$7,591,363	\$3,682,593	\$1,621,345	\$1,369,966	\$6,673,905	\$1,378,426	\$965,362	\$1,206,592	\$3,550,381	\$17,815,649

PHASE TOTAL SUMMARY - CITY OF CELINA IMPROVEMENTS				
COST TYPE	1	2	3	TOTAL
DIRECT PUBLIC	\$2,882,241	\$2,474,022	\$2,235,100	\$7,591,363
MASTER PUBLIC	\$3,682,593	\$1,621,345	\$1,369,966	\$6,673,905
PRIVATE	\$1,378,426	\$965,362	\$1,206,592	\$3,550,381
TOTAL	\$7,943,261	\$5,060,729	\$4,811,659	\$17,815,649

Notes:

- This estimate is based on the attached concept plan.
- Earthwork quantities do not include costs for rock excavation. A Geotech should be consulted regarding the treatment of cultivated soil and its use on the project.
- Sidewalks adjacent to residential lots are excluded from above costs. Sidewalks are assumed to be constructed by the home builders, except where adjacent to park dedication, collectors, thoroughfare, or open space. ADA ramps are required to be built by the Developer.
- All fees need to be verified by the City of Celina at the time of construction & permitting.
- Turn lanes and deceleration lanes are not included in this cost estimate.
- Construction timing of improvements are assumed to run concurrent with adjacent off-site master infrastructure improvements.
- Jurisdictional Water of the U.S. permitting is not included in this estimate.
- It is assumed that no additional offsite easements will need to be acquired for the proposed utilities.
- All earthwork numbers are contained to the limits of the ROW. Onsite earthwork numbers have been separated to the ROW and lots only.



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017**

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC:	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC:	0.0	0.0	0.0	0.0

A.1 CLEARING & EXCAVATION - LEGACY DRIVE (100' ROW, 74' B-B, 3,440 LF)

DESCRIPTION	UNIT	UNIT PRICE	1 (2,439 LF)		2 (1,187 LF)		3 (706 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,500.00	5.2	\$13,100	3	\$6,800	2	\$4,125	9.61	\$24,025
STREET / ROW EXCAVATION/DETENTION	CY	\$3.00	21,135	\$63,405	15,000	\$45,000	6,655	\$19,965	42,790.00	\$128,370
TOTAL CLEARING & EXCAVATION - LEGACY DRIVE				\$76,505		\$51,800		\$24,090		\$152,395

A.2 CLEARING & EXCAVATION - COIT RD. (60' ROW, 37' B-B, 1,342 LF)

DESCRIPTION	UNIT	UNIT PRICE	1		2		3 (1,342 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,500.00	0	\$0	0.0	\$0	2.8	\$6,925	2.77	\$6,925
STREET / ROW EXCAVATION	CY	\$3.00	0	\$0	0	\$0	11,293	\$33,879	11,293	\$33,879
TOTAL CLEARING & EXCAVATION - COIT RD.				\$0		\$0		\$40,804		\$40,804



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017**

				1	2	3	TOTAL
PROJECT NAME: Chalk Hill	CREATED BY: JMC	NO. OF LOTS: 157		145	138	440	
CITY: City of Celina, Collin County, Texas	CHECKED BY: BSM	GROSS AC. 41.0		28.0	25.0	94.0	
JOB NUMBER:	REVISED BY:	NET AC. 0.0		0.0	0.0	0.0	

B.1 WATER - ALONG LEGACY DRIVE

DESCRIPTION	UNIT	UNIT PRICE	1 (2,439 LF)		2 (1,187 LF)		3 (706 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
12" P.V.C. WATERLINE	LF	\$48.00	2,366	\$113,568	530	\$25,440	1,600	\$76,800	4,496	\$215,808
12" GATE VALVE & BOX	EA	\$2,300.00	4	\$9,200	0	\$0	0	\$0	4	\$9,200
12" PLUG	EA	\$750.00	1	\$750	1	\$750	1	\$750	3	\$2,250
FIRE HYDRANT ASSEMBLY	EA	\$4,180.00	4	\$16,720	0	\$0	0	\$0	4	\$16,720
CONNECT TO EXISTING LINE	EA	\$1,000.00	1	\$1,000	0	\$0	0	\$0	1	\$1,000
18"x12" TAPPING SLEEVE AND VALVE	EA	\$12,500.00	1	\$12,500	0	\$0	0	\$0	1	\$12,500
TRENCH SAFETY	LF	\$1.00	2,366	\$2,366	530	\$530	1,600	\$1,600	4,496	\$4,496
TESTING (EXCLUDING GEOTECH)	LF	\$0.60	2,366	\$1,420	530	\$318	1,600	\$960	4,496	\$2,698
BONDS	%	2.00%	\$157,524	\$3,150	\$27,038	\$541	\$80,110	\$1,602	264,672	\$5,293
INSPECTION FEE	%	3.50%	\$157,524	\$5,513	\$27,038	\$946	\$80,110	\$2,804	264,672	\$9,264
TOTAL WATER - ALONG LEGACY DRIVE				\$166,187		\$28,525		\$84,516		\$279,229

B.2 WATER - ALONG PRESTON RD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
12" P.V.C. WATERLINE	LF	\$48.00	1,400	\$67,200	0	\$0	0	\$0	1,400	\$67,200
12" GATE VALVE & BOX	EA	\$2,300.00	6	\$13,800	0	\$0	0	\$0	6	\$13,800
12" PLUG	EA	\$750.00	1	\$750	0	\$0	0	\$0	1	\$750
FIRE HYDRANT ASSEMBLY	EA	\$4,180.00	1	\$4,180	0	\$0	0	\$0	1	\$4,180
CONNECT TO EXISTING LINE	EA	\$1,000.00	1	\$1,000	0	\$0	0	\$0	1	\$1,000
TRENCH SAFETY	LF	\$1.00	1,400	\$1,400	0	\$0	0	\$0	1,400	\$1,400
TESTING (EXCLUDING GEOTECH)	LF	\$1.00	1,400	\$1,400	0	\$0	0	\$0	1,400	\$1,400
BONDS	%	2.00%	\$89,730	\$1,795	\$0	\$0	\$0	\$0	89,730	\$1,795
INSPECTION FEE	%	3.50%	\$89,730	\$3,141	\$0	\$0	\$0	\$0	89,730	\$3,141
TOTAL WATER - ALONG PRESTON RD.				\$94,665		\$0		\$0		\$94,665



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017**

PROJECT NAME: <i>Chalk Hill</i>	CREATED BY: JMC	NO. OF LOTS: 157	1	2	3	TOTAL
CITY: <i>City of Celina, Collin County, Texas</i>	CHECKED BY: BSM	GROSS AC: 41.0	41.0	28.0	25.0	94.0
JOB NUMBER:	REVISED BY:	NET AC: 0.0	0.0	0.0	0.0	0.0

B.3 WATER - ALONG COIT RD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
12" P.V.C. WATERLINE	LF	\$48.00	0	\$0	0	\$0	1,342	\$64,416	1,342	\$64,416
12" GATE VALVE & BOX	EA	\$2,300.00	0	\$0	0	\$0	4	\$10,289	4	\$10,289
12" PLUG	EA	\$750.00	0	\$0	0	\$0	1	\$750	1	\$750
FIRE HYDRANT ASSEMBLY	EA	\$4,180.00	0	\$0	0	\$0	3	\$11,219	3	\$11,219
CONNECT TO EXISTING LINE	EA	\$1,000.00	0	\$0	0	\$0	1	\$1,000	1	\$1,000
TRENCH SAFETY	LF	\$1.00	0	\$0	0	\$0	1,342	\$1,342	1,342	\$1,342
TESTING (EXCLUDING GEOTECH)	LF	\$1.00	0	\$0	0	\$0	1,342	\$1,342	1,342	\$1,342
TESTING (GEOTECH)	LF	\$1.65	0	\$0	0	\$0	1,342	\$2,214	1,342	\$2,214
BONDS	%	2.00%	\$0	\$0	\$0	\$0	\$92,572	\$1,851	92,572	\$1,851
INSPECTION FEE	%	3.50%	\$0	\$0	\$0	\$0	\$92,572	\$3,240	92,572	\$3,240
TOTAL WATER - ALONG COIT RD.				\$0		\$0		\$97,664		\$97,664

C.1 SEWER - ALONG LEGACY DRIVE

DESCRIPTION	UNIT	UNIT PRICE	1 (2,439 LF)		2 (1,187 LF)		3 (706 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SANITARY SEWER MAIN (SDR-26)	LF	\$39.00	0	\$0	0	\$0	1,403	\$54,717	1,403	\$54,717
MANHOLE - STD 4 DIA	LF	\$4,500.00	0	\$0	0	\$0	5	\$22,500	5	\$22,500
TRENCH SAFETY	LF	\$1.00	0	\$0	0	\$0	1,403	\$1,403	1,403	\$1,403
POST CONSTRUCTION CCTV	LF	\$1.25	0	\$0	0	\$0	1,403	\$1,754	1,403	\$1,754
BONDS	%	2.00%	\$0	\$0	\$0	\$0	\$80,374	\$1,607	80,374	\$1,607
INSPECTION FEE	%	3.50%	\$0	\$0	\$0	\$0	\$78,620	\$2,752	78,620	\$2,752
TOTAL SEWER				\$0		\$0		\$84,733		\$84,733



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017**

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC:	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC:	0.0	0.0	0.0	0.0

C.2 SEWER - ALONG PRESTON ROAD										
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SANITARY SEWER MAIN (SDR-35)	LF	\$34.00	900	\$30,600	0	\$0	0	\$0	900	\$30,600
8" SANITARY SEWER FORCE MAIN	LF	\$48.00	2,130	\$102,240	0	\$0	0	\$0	2,130	\$102,240
MANHOLE - STD 5 DIA	EA	\$9,500.00	2	\$19,000	0	\$0	0	\$0	2	\$19,000
CONNECT TO EXISTING MANHOLE	EA	\$3,500.00	1	\$3,500	0	\$0	0	\$0	1	\$3,500
LIFT STATION	EA	\$1,500,000.00	1	\$1,500,000	0	\$0	0	\$0	1	\$1,500,000
TRENCH SAFETY	LF	\$1.00	900	\$900	0	\$0	0	\$0	900	\$900
POST CONSTRUCTION CCTV	LF	\$1.00	900	\$900	0	\$0	0	\$0	900	\$900
BONDS	%	2.00%	\$1,657,140	\$33,143	\$0	\$0	\$0	\$0	1,657,140	\$33,143
INSPECTION FEE	%	3.50%	\$1,657,140	\$58,000	\$0	\$0	\$0	\$0	1,657,140	\$58,000
TOTAL SEWER			\$1,748,283		\$0		\$0		\$1,748,283	



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017**

				1	2	3	TOTAL
PROJECT NAME: Chalk Hill	CREATED BY: JMC	NO. OF LOTS: 157		157	145	138	440
CITY: <i>City of Celina, Collin County, Texas</i>	CHECKED BY: BSM	GROSS AC. 41.0		41.0	28.0	25.0	94.0
JOB NUMBER:	REVISED BY:	NET AC. 0.0		0.0	0.0	0.0	0.0

C.3 SEWER - ALONG COIT RD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SANITARY SEWER MAIN (SDR-26)	LF	\$39.00	0	\$0		\$0	830	\$32,370	830	\$32,370
MANHOLE - STD 4 DIA	LF	\$4,500.00	0	\$0		\$0	1	\$4,500	1	\$4,500
TRENCH SAFETY	LF	\$1.00	0	\$0	0	\$0	830	\$830	830	\$830
POST CONSTRUCTION CCTV	LF	\$1.25	0	\$0	0	\$0	830	\$1,038	830	\$1,038
BONDS	%	2.00%	\$0	\$0	\$0	\$0	\$38,738	\$775	38,738	\$775
INSPECTION FEE	%	3.50%	\$0	\$0	\$0	\$0	\$38,738	\$1,356	38,738	\$1,356
TOTAL SEWER ALONG COIT RD.				\$0		\$0		\$40,868		\$40,868

D.1 STORM SEWER - LEGACY DRIVE

DESCRIPTION	UNIT	UNIT PRICE	1 (2,439 LF)		2 (1,187 LF)		3 (706 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP	LF	\$50.50	1,000	\$50,500	110	\$5,555	200	\$10,100	1,310	\$66,155
24" RCP	LF	\$61.00	71	\$4,331	0	\$0	0	\$0	71	\$4,331
42" RCP	LF	\$133.00	270	\$35,910	0	\$0	400	\$53,200	670	\$89,110
48" RCP	LF	\$156.95	270	\$42,377	500	\$78,475	200	\$31,390	970	\$152,242
4x3 SBC	LF	\$180.00	0	\$0	939	\$169,020	0	\$0	939	\$169,020
2-4'X4' MULTI BOX CULVERT	LF	\$1,100.00	100	\$110,000	0	\$0	0	\$0	100	\$110,000
5-5'X5' MULTI BOX CULVERT	LF	\$1,100.00	100	\$110,000	0	\$0	0	\$0	100	\$110,000
10' STD CURB INLET	EA	\$3,500.00	8	\$28,000	2	\$7,000	4	\$14,000	14	\$49,000
4' JUNCTION BOX	EA	\$5,000.00	1	\$6,100	0	\$0	1	\$5,000	2	\$10,000
5-5'X5' MULTI BOX CULVERT HEADWALLS	EA	\$15,000.00	2	\$30,000	0	\$0	0	\$0	2	\$30,000
2-4'X4' MULTI BOX CULVERT HEADWALLS	EA	\$12,000.00	2	\$24,000	0	\$0	0	\$0	2	\$24,000
12" GROUTED ROCK RIP RAP	SY	\$105.00	283	\$29,715	0	\$0	0	\$0	283	\$29,715
POND OUTFALL STRUCTURE	EA	\$25,000.00	0	\$0	1	\$25,000	0	\$0	1	\$25,000
TRENCH SAFETY	LF	\$1.00	1,811	\$1,811	1,549	\$1,549	800	\$800	4,166	\$4,166
TESTING (TV)	LF	\$1.00	1,811	\$1,811	1,551	\$1,551	804	\$804	4,166	\$4,166
BONDS	%	2.00%	\$474,555	\$9,491	\$288,150	\$5,763	\$115,294	\$2,306	877,999	\$17,560
INSPECTION FEE	%	3.50%	\$474,555	\$16,609	\$288,150	\$10,085	\$115,294	\$4,035	877,999	\$30,730
TOTAL STORM SEWER - LEGACY DRIVE				\$500,655		\$303,998		\$121,635		\$925,188



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017**

PROJECT NAME: <i>Chalk Hill</i>	CREATED BY: JMC	NO. OF LOTS: 157	1	2	3	TOTAL
CITY: <i>City of Celina, Collin County, Texas</i>	CHECKED BY: BSM	GROSS AC: 41.0	41.0	28.0	25.0	94.0
JOB NUMBER:	REVISED BY:	NET AC: 0.0	0.0	0.0	0.0	0.0

D.2 STORM SEWER - COIT RD.

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP	LF	\$50.50	0	\$0		\$0	1,400	\$70,700	1,400	\$70,700
30" RCP	LF	\$90.00	0	\$0	0	\$0	0	\$0	0	\$0
36" RCP	LF	\$125.00	0	\$0	0	\$0	0	\$0	0	\$0
42" RCP	LF	\$133.00	0	\$0	0	\$0	0	\$0	0	\$0
10' STD CURB INLET	EA	\$3,600.00	0	\$0		\$0	6	\$21,600	6	\$21,600
3' X 3' WYE INLET	EA	\$3,500.00	0	\$0		\$0		\$0	0	\$0
5' JUNCTION BOX	EA	\$6,000.00	0	\$0		\$0	0	\$0	0	\$0
TEMPORARY HEADWALL, GTD, & RIP-RAP	EA	\$5,000.00	0	\$0	0	\$0	0	\$0	0	\$0
12" GROUTED ROCK RIP RAP	SY	\$75.00	0	\$0	0	\$0	0	\$0	0	\$0
TRENCH SAFETY	LF	\$1.00	0	\$0	0	\$0	1,400	\$1,400	1,400	\$1,400
TESTING (GEOTECH)	LF	\$1.00	0	\$0	0	\$0	1,400	\$1,400	1,400	\$1,400
TESTING (TV)	LF	\$1.00	0	\$0	0	\$0	1,406	\$1,406	1,406	\$1,406
BONDS	%	2.00%	\$0	\$0	\$0	\$0	\$96,506	\$1,930	96,506	\$1,930
INSPECTION FEE	%	3.50%	\$0	\$0	\$0	\$0	\$96,506	\$3,378	96,506	\$3,378
TOTAL STORM SEWER - E. COIT RD.				\$0		\$0		\$101,814		\$101,814

E.1 PAVEMENT - LEGACY DRIVE

DESCRIPTION	UNIT	UNIT PRICE	1 (2,439 LF)		2 (1,187 LF)		3 (706 LF)		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
SECTION, PHASE 2: 28' B-B HALF SECTION + PHASE 1 SOUTH HALF SECTION, PHASE 3: 28' B-B HALF SECTION); EACH PHASE WILL INCLUDE 9' OF MEDIAN	SY	\$45.00	10,050	\$452,250	14,910	\$670,950	3,000	\$135,000	27,960	\$1,258,200
8" LIME STABILIZED SUBGRADE PREPARATION	SY	\$3.30	11,055	\$36,482	16,401	\$54,123	3,300	\$10,890	30,756	\$101,495
HYDRATED LIME FOR STREET (53#/SY)	TON	\$155.00	293	\$45,408	394	\$61,012	79	\$12,276	766	\$118,696
PAVEMENT HEADER	LF	\$15.00	28	\$420	28	\$420	28	\$420	84	\$1,260
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,350.00	4	\$5,400	2	\$2,700	2	\$2,700	8	\$10,800
BARRICADES	EA	\$1,500.00	1	\$1,500	1	\$1,500	1	\$1,500	3	\$4,500
STREET SIGN	EA	\$1,300.00	3	\$3,900	1	\$1,300	1	\$1,300	5	\$6,500
10' CONCRETE SIDEWALK	LF	\$60.00	2,439	\$146,340	3,626	\$217,560	706	\$42,360	6,771	\$406,260
TRAFFIC CONTROL	LS	\$5,000.00	1.0	\$5,000	1	\$5,000	1	\$5,000	3	\$15,000
TESTING	SY	\$2.10	11,055	\$23,216	16,401	\$34,442	3,300	\$6,930	30,756	\$64,588
BONDS	%	2.00%	\$719,915	\$14,398	\$1,049,007	\$20,980	\$218,376	\$4,368	1,987,299	\$39,746
INSPECTION FEE	%	3.50%	\$719,915	\$25,197	\$1,049,007	\$36,715	\$218,376	\$7,643	1,987,299	\$69,555
TOTAL PAVEMENT - LEGACY DRIVE				\$759,511		\$1,106,703		\$230,387		\$2,096,600



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017

PROJECT NAME: <i>Chalk Hill</i>	CREATED BY: JMC	NO. OF LOTS: 157	1	2	3	TOTAL
CITY: <i>City of Celina, Collin County, Texas</i>	CHECKED BY: BSM	GROSS AC: 41.0	41.0	28.0	25.0	94.0
JOB NUMBER:	REVISED BY:	NET AC: 0.0	0.0	0.0	0.0	0.0

E.2 PAVEMENT - COIT ROAD (60' ROW)

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" REINF. CONCRETE STREET PAVEMENT (37" B-B, 1,342 LF)	SY	\$45.00	0	\$0	0	\$0	5,520	\$248,400	5,520	\$248,400
8" LIME STABILIZED SUBGRADE PREPARATION	SY	\$3.30	0	\$0	0	\$0	6,072	\$20,038	6,072	\$20,038
HYDRATED LIME FOR STREET (53#/SY)	TON	\$155.00	0	\$0	0	\$0	109	\$16,941	109	\$16,941
PAVEMENT HEADER	LF	\$15.00	0	\$0	0	\$0	37	\$555	37	\$555
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,350.00	0	\$0		\$0	2	\$2,700	2	\$2,700
BARRICADES	EA	\$1,500.00	0	\$0	0	\$0	1	\$1,500	1	\$1,500
STREET SIGN	EA	\$1,300.00	0	\$0	0	\$0	2	\$2,600	2	\$2,600
STOP SIGN	EA	\$1,250.00	0	\$0	0	\$0	2	\$2,500	2	\$2,500
6" CONCRETE SIDEWALK	LF	\$30.00	0	\$0	0	\$0	2,684	\$80,520	2,684	\$80,520
TRAFFIC CONTROL	LS	\$3,000.00	0	\$0	0	\$0	1	\$3,000	1	\$3,000
TESTING	SY	\$2.10	0	\$0	0	\$0	6,072	\$12,751	6,072	\$12,751
BONDS	%	2.00%	0	\$0	\$0	\$0	\$391,505	\$7,830	391,505	\$7,830
INSPECTION FEE	%	3.00%	0	\$0	\$0	\$0	\$391,505	\$11,745	391,505	\$11,745
TOTAL PAVEMENT - COIT ROAD (60' ROW)				\$0		\$0	\$411,080	\$411,080		



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017**

PROJECT NAME: <i>Chalk Hill</i>	CREATED BY: JMC	NO. OF LOTS: 157	1	2	3	TOTAL
CITY: <i>City of Celina, Collin County, Texas</i>	CHECKED BY: BSM	GROSS AC: 41.0	41.0	28.0	25.0	94.0
JOB NUMBER:	REVISED BY:	NET AC: 0.0	0.0	0.0	0.0	0.0

F.1 EROSION CONTROL - PRESTON ROAD

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
SILT FENCE	LF	\$1.50	6,500	\$9,750	0	\$0	0	\$0	6,500	\$9,750
EROSION CONTROL INSPECTION & MAINTENANCE	LS	\$5,000.00	1	\$5,000	0	\$0	0	\$0	1	\$5,000
TOTAL EROSION CONTROL				\$14,750		\$0		\$0		\$14,750

F.2 EROSION CONTROL - LEGACY DRIVE

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$200.00	8	\$1,600	2	\$400	4	\$800	14	\$2,800
SWPPP	LS	\$5,000.00	0	\$0	0	\$0	0	\$0	0	\$0
SILT FENCE	LF	\$1.50	9,300	\$13,950	3,200	\$4,800	5,000	\$7,500	17,500	\$26,250
CONSTRUCTION ENTRANCE	EA	\$5,000.00	1	\$5,000	0	\$0	0	\$0	1	\$5,000
CURLEX AFTER PAVING (8' WIDE)	LF	\$1.50	5,180	\$7,770	1,300	\$1,950	2,800	\$4,200	9,280	\$13,920
DRAINAGE EROSION CONTROL	LS	\$2,000.00	1	\$2,000	1	\$2,000	1	\$2,000	3	\$6,000
EROSION CONTROL INSPECTION & MAINTENANCE	LS	\$5,000.00	1	\$5,000	1	\$5,000	1	\$5,000	3	\$15,000
TOTAL EROSION CONTROL				\$35,320		\$14,150		\$19,500		\$68,970

F.3 EROSION CONTROL - COIT ROAD

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$175.00	0	\$0	0	\$0	0	\$0	0	\$0
SWPPP	LS	\$5,000.00	0	\$0	0	\$0	0	\$0	0	\$0
SILT FENCE	LF	\$1.50	0	\$0	0	\$0	2,684	\$4,026	2,684	\$4,026
CONSTRUCTION ENTRANCE	EA	\$2,500.00	0	\$0	0	\$0	0	\$0	0	\$0
CURLEX AFTER PAVING (8' WIDE)	LF	\$1.50	0	\$0	0	\$0	2,684	\$4,026	2,684	\$4,026
ROCK CHECK DAM	EA	\$1,500.00	0	\$0	0	\$0	0	\$0	0	\$0
SEEDING	AC	\$285.00	0	\$0	0	\$0	0	\$0	0	\$0
EROSION CONTROL INSPECTION & MAINTENANCE	LS	\$5,000.00	0	\$0	0	\$0	0	\$0	0	\$0
TOTAL EROSION CONTROL				\$0		\$0		\$8,052		\$8,052



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC:	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC:	0.0	0.0	0.0	0.0

G. FRANCHISE UTILITIES

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
STREET LIGHTS	EA	\$1,700.00	24	\$40,800	3	\$5,100	6	\$10,200	33	\$56,100
TOTAL FRANCHISE UTILITIES				\$40,800		\$5,100		\$10,200		\$56,100

H. MISCELLANEOUS & OTHER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CITY REVIEW FEES	LS	\$5,000.00	1	\$5,000	1	\$5,000	1	\$5,000	3	\$15,000
TOTAL MISCELLANEOUS & OTHER				\$5,000		\$5,000		\$5,000		\$15,000



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT - CELINA TRACT
MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017**

					1	2	3	TOTAL
PROJECT NAME: Chalk Hill	CREATED BY: JMC			NO. OF LOTS:	157	145	138	440
CITY: <i>City of Celina, Collin County, Texas</i>	CHECKED BY: BSM			GROSS AC:	41.0	28.0	25.0	94.0
JOB NUMBER:	REVISED BY:			NET AC:	0.0	0.0	0.0	0.0

SUMMARY - MASTER PUBLIC IMPROVEMENTS - CITY OF CELINA	1	2	3	TOTAL
A.1 CLEARING & EXCAVATION - LEGACY DRIVE	\$76,505	\$51,800	\$24,090	\$152,395
A.2 CLEARING & EXCAVATION - COIT	\$0	\$0	\$40,804	\$40,804
B.1 WATER - LEGACY DRIVE	\$166,187	\$28,525	\$84,516	\$279,229
B.2 WATER - PRESTON ROAD	\$94,665	\$0	\$0	\$94,665
B.3 WATER - COIT ROAD	\$0	\$0	\$97,664	\$97,664
C.1 SEWER - LEGACY DRIVE	\$0	\$0	\$84,733	\$84,733
C.2 SEWER - PRESTON ROAD	\$1,748,283	\$0	\$0	\$1,748,283
C.3 SEWER - COIT ROAD	\$0	\$0	\$40,868	\$40,868
D.1 STORM SEWER - LEGACY DRIVE	\$500,655	\$303,998	\$121,635	\$926,288
D.2 STORM SEWER - COIT ROAD	\$0	\$0	\$101,814	\$101,814
E.1 PAVEMENT - LEGACY DRIVE	\$759,511	\$1,106,703	\$230,387	\$2,096,600
E.2A PAVEMENT - COIT ROAD (90' ROW)	\$0	\$0	\$411,080	\$411,080
F. EROSION CONTROL	\$50,070	\$14,150	\$27,552	\$91,772
G. FRANCHISE UTILITIES	\$40,800	\$5,100	\$10,200	\$56,100
H. MISCELLANEOUS & OTHER	\$5,000	\$5,000	\$5,000	\$15,000
SUB-TOTAL	\$3,441,676	\$1,515,276	\$1,280,342	\$6,237,294
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (7%)	\$240,917	\$106,069	\$89,624	\$436,611
ROADWAY IMPACT FEES (4.233*#LOTS*694)	\$0	\$0	\$0	\$0
WATER IMPACT FEES (\$3,276/LOT) (BUILDER)	\$0	\$0	\$0	\$0
WASTEWATER IMPACT FEES (\$4,631/LOT) (BUILDER)	\$0	\$0	\$0	\$0
PARK AND OPEN SPACE FEE (\$1500/LOT)	\$0	\$0	\$0	\$0
SUB-TOTAL	\$3,682,593	\$1,621,345	\$1,369,966	\$6,673,905
MISCELLANEOUS & CONTINGENCY (10%)	\$344,168	\$151,528	\$128,034	\$623,729
TOTAL COST	\$4,026,761	\$1,772,873	\$1,498,000	\$7,297,634



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0	0.0

A. CLEARING & EXCAVATION

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,500.00	3.3	\$8,250	6.5	\$16,350	5.7	\$14,350	15.6	\$38,950
STREET / ROW EXCAVATION	CY	\$3.00	18,000	\$54,000	26,220	\$78,660	23,000	\$69,000	67,220	\$201,660
TOTAL CLEARING & EXCAVATION				\$62,250		\$95,010		\$83,350		\$240,610

B. WATER

DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" P.V.C. WATERLINE	LF	\$30.00	6,500	\$195,000	5,976	\$179,280	5,257	\$157,710	17,733	\$531,990
8" GATE VALVE & BOX	EA	\$1,350.00	23	\$31,050	20	\$26,892	18	\$23,657	60	\$81,599
1" WATER SERVICE	EA	\$785.00	157	\$123,245	145	\$113,825	138	\$108,330	440	\$345,400
FIRE HYDRANT ASSEMBLY (INC. 6" GATE VALVE)	EA	\$4,180.00	13	\$54,340	12	\$49,959	11	\$43,949	35	\$148,248
AUTOMATIC FLUSH VALVE	EA	\$6,500.00	1	\$6,500	0	\$0	0	\$0	1	\$6,500
2" FLUSH LINE	EA	\$2,000.00	1	\$2,000	0	\$0	0	\$0	1	\$2,000
CONNECT TO EXISTING 12" LINE	EA	\$1,000.00	0	\$0	2	\$2,000	3	\$3,000	5	\$5,000
CONNECT TO EXISTING 18" LINE	EA	\$2,000.00	1	\$2,000	0	\$0	0	\$0	1	\$2,000
TRENCH SAFETY	LF	\$1.00	6,500	\$6,500	5,976	\$5,976	5,257	\$5,257	17,733	\$17,733
TESTING (EXCLUDING GEOTECH)	LF	\$1.00	6,500	\$6,500	5,976	\$5,976	5,257	\$5,257	17,733	\$17,733
BONDS	%	2.00%	\$427,135	\$8,543	\$383,908	\$7,678	\$347,159	\$6,943	1,158,202	\$23,164
INSPECTION FEE	%	3.50%	\$427,135	\$14,950	\$383,908	\$13,437	\$347,159	\$12,151	1,158,202	\$40,537
TOTAL WATER				\$450,627		\$405,023		\$366,253		\$1,221,904



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0	0.0

C. SEWER										
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
8" SDR-26 P.V.C. SEWERLINE (ALL DEPTHS)	LF	\$39.00	6,700	\$261,300	5,700	\$222,300	5,000	\$195,000	17,400	\$678,600
8" PLUG	EA	\$500.00	3	\$1,500	3	\$1,500	1	\$500	7	\$3,500
4' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$4,500.00	10	\$45,000	12	\$54,000	13	\$58,500	35	\$157,500
5' DIAMETER MANHOLE (ALL DEPTHS)	EA	\$9,500.00	11	\$104,500	0	\$0	0	\$0	11	\$104,500
4" SERVICE WITH CLEANOUT	EA	\$570.00	157	\$89,490	145	\$82,650	138	\$78,660	440	\$250,800
CONNECT TO EXISTING SANITARY SEWER	EA	\$1,600.00	1	\$1,600	2	\$3,200	3	\$4,800	6	\$9,600
TRENCH SAFETY	LF	\$1.00	6,700	\$6,700	5,700	\$5,700	5,000	\$5,000	17,400	\$17,400
TESTING (EXCLUDING GEOTECH)	LF	\$1.00	6,700	\$6,700	5,700	\$5,700	5,000	\$5,000	17,400	\$17,400
BONDS	%	2.00%	\$516,790	\$10,336	\$375,050	\$7,501	\$347,460	\$6,949	1,239,300	\$24,786
INSPECTION FEE	%	3.50%	\$516,790	\$18,088	\$375,050	\$13,127	\$347,460	\$12,161	1,239,300	\$43,376
TOTAL SEWER				\$545,213		\$395,678		\$366,570		\$1,307,462



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0	0.0

D. STORM SEWER										
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
18" RCP CLASS III	LF	\$50.50	1,038	\$52,419	600	\$30,300	700	\$35,350	2,338	\$118,069
24" RCP CLASS III	LF	\$61.00	1,084	\$66,124	1,200	\$73,200	1,100	\$67,100	3,384	\$206,424
24" RCP CLASS IV	LF	\$70.00	291	\$20,370	0	\$0	0	\$0	291	\$20,370
30" RCP CLASS III	LF	\$75.10	546	\$41,005	600	\$45,060	800	\$60,080	1,946	\$146,145
33" RCP CLASS III	LF	\$89.00	0	\$0	0	\$0		\$0	0	\$0
36" RCP CLASS III	LF	\$98.80	0	\$0	600	\$59,280	300	\$29,640	900	\$88,920
42" RCP CLASS III	LF	\$133.00	0	\$0	0	\$0	300	\$39,900	300	\$39,900
48" RCP CLASS III	LF	\$156.95	527	\$82,713	200	\$31,390	0	\$0	727	\$114,103
10' STD CURB INLET	EA	\$3,650.00	17	\$62,050	20	\$73,000	18	\$65,700	55	\$200,750
3'X3' WYE INLET	EA	\$3,575.00	2	\$7,150	0	\$0	0	\$0	2	\$7,150
4'X4' JUNCTION BOX	EA	\$5,000.00	5	\$25,000	4	\$20,000	4	\$20,000	13	\$65,000
5'X5' JUNCTION BOX	EA	\$6,000.00	4	\$24,000	4	\$24,000	1	\$6,000	9	\$54,000
18" HEADWALL	EA	\$2,500.00	1	\$2,500	0	\$0		\$0	1	\$2,500
24" HEADWALL	EA	\$2,900.00	1	\$2,900	0	\$0	0	\$0	1	\$2,900
30" HEADWALL	EA	\$3,250.00	1	\$3,250	0	\$0	0	\$0	1	\$3,250
46" HEADWALL	EA	\$4,000.00	0	\$0	0	\$0	0	\$0	0	\$0
48" HEADWALL	EA	\$4,620.00	1	\$4,620	0	\$0	0	\$0	1	\$4,620
RIP RAP OUTFALL PROTECTION	EA	\$3,000.00	4	\$12,000	2	\$6,000	2	\$6,000	8	\$24,000
GABION STRUCTURES - OPEN SPACE	EA	\$35,000.00	2	\$70,000	0	\$0	0	\$0	2	\$70,000
TRENCH SAFETY	LF	\$1.00	3,486	\$3,486	3,200	\$3,200	3,200	\$3,200	9,886	\$9,886
BONDS	%	2.00%	\$479,586	\$9,592	\$365,430	\$7,309	\$332,970	\$6,659	1,177,986	\$23,560
INSPECTION FEE	%	3.50%	\$479,586	\$16,786	\$365,430	\$12,790	\$332,970	\$11,654	1,177,986	\$41,230
TOTAL STORM SEWER				\$505,963		\$385,529		\$351,283		\$1,242,775



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0	0.0

E. PAVEMENT										
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
7" CONCRETE PAVEMENT WITH 6" CURBS (29' B-B)	SY	\$39.00	19,944	\$777,816	19,194	\$748,566	16,983	\$662,337	56,121	\$2,188,719
6" LIME STABILIZED SUBGRADE PREPARATION	SY	\$3.00	21,938	\$65,815	21,113	\$63,340	18,681	\$56,044	61,733	\$185,199
HYDRATED LIME FOR STREET (36#/SY)	TON	\$150.00	395	\$59,234	380	\$57,006	336	\$50,440	1,111	\$166,679
PAVEMENT HEADER	LF	\$15.00	124	\$1,860	93	\$1,395	31	\$465	248	\$3,720
5' REINFORCED CONCRETE SIDEWALK, 4" THICK	LF	\$27.50	1,080	\$29,700	0	\$0	0	\$0	1,080	\$29,700
GUARDRAIL	LF	\$35.00	585	\$20,475	0	\$0	0	\$0	585	\$20,475
BARRIER FREE PEDESTRIAN RAMP	EA	\$1,350.00	22	\$29,700	26	\$35,100	18	\$24,300	66	\$89,100
STREET/STOP SIGN COMBO	EA	\$1,850.00	10	\$18,500	11	\$20,350	8	\$14,800	29	\$53,650
CONDUIT - 2" (OPEN CUT) STREET LIGHTS/FRANCHISE	LF	\$10.00	816	\$8,160	1,000	\$10,000	1,054	\$10,540	2,870	\$28,700
BONDS	%	2.00%	\$1,011,260	\$20,225	\$935,757	\$18,715	\$818,925	\$16,379	2,765,943	\$55,319
INSPECTION FEE	%	3.50%	\$1,011,260	\$35,394	\$935,757	\$32,752	\$818,925	\$28,662	2,765,943	\$96,808
TOTAL PAVEMENT			\$1,066,879		\$987,224		\$863,966		\$2,918,070	

F. EROSION CONTROL										
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL	
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
INLET PROTECTION	EA	\$200.00	18	\$3,600	20	\$4,000	18	\$3,600	56	\$11,200
CURLEX AFTER PAVING (4' WIDE)	LF	\$1.50	11,300	\$16,950	4,004	\$6,006	0	\$18,456	15,304	\$22,956
DRAINAGE EROSION CONTROL	LS	\$10,000.00	1	\$10,000	1	\$10,000	1	\$10,000	3	\$30,000
TOTAL EROSION CONTROL			\$30,550		\$20,006		\$32,056		\$64,156	



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0	0.0

G. FRANCHISE UTILITIES									
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY TOTAL
STREET LIGHTS	EA	\$1,700.00	16	\$27,200	11	\$18,700	12	\$20,400	39 \$66,300
TOTAL FRANCHISE UTILITIES			\$27,200		\$18,700		\$20,400		\$66,300

H. MISCELLANEOUS & OTHER									
DESCRIPTION	UNIT	UNIT PRICE	1		2		3		TOTAL
			QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY TOTAL
CITY REVIEW FEES	LS	\$5,000.00	1	\$5,000	1	\$5,000	1	\$5,000	3 \$15,000
TOTAL MISCELLANEOUS & OTHER			\$5,000		\$5,000		\$5,000		\$15,000



**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
THE CHALK HILL PUBLIC IMPROVEMENT - CELINA TRACT
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
OCTOBER 31, 2017**

					1	2	3	TOTAL
PROJECT NAME:	Chalk Hill - Direct Public Improvements	CREATED BY:	JMC	NO. OF LOTS:	157	145	138	440
CITY:	City of Celina, Collin County, Texas	CHECKED BY:	BSM	GROSS AC.	41.0	28.0	25.0	94.0
JOB NUMBER:		REVISED BY:		NET AC.	0.0	0.0	0.0	0.0

SUMMARY - DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA	1	2	3	TOTAL
A. CLEARING & EXCAVATION	\$62,250	\$95,010	\$83,350	\$240,610
B. WATER	\$450,627	\$405,023	\$366,253	\$1,221,904
C. SEWER	\$545,213	\$395,678	\$366,570	\$1,307,462
D. STORM SEWER	\$505,963	\$385,529	\$351,283	\$1,242,775
E. PAVEMENT	\$1,066,879	\$987,224	\$863,966	\$2,918,070
F. EROSION CONTROL	\$30,550	\$20,006	\$32,056	\$64,156
G. FRANCHISE UTILITIES	\$27,200	\$18,700	\$20,400	\$66,300
H. MISCELLANEOUS & OTHER	\$5,000	\$5,000	\$5,000	\$15,000
SUB-TOTAL	\$2,693,684	\$2,312,170	\$2,088,879	\$7,076,276
SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (7%)	\$188,558	\$161,852	\$146,222	\$495,339
ROADWAY IMPACT FEES (4.233*#LOTS*694)	\$0	\$0	\$0	\$0
WATER IMPACT FEES (\$3,276/LOT) (BUILDER)	\$0	\$0	\$0	\$0
WASTEWATER IMPACT FEES (\$4,631/LOT) (BUILDER)	\$0	\$0	\$0	\$0
PARK AND OPEN SPACE FEE (\$1500/LOT)	\$0	\$0	\$0	\$0
SUB-TOTAL	\$2,882,241	\$2,474,022	\$2,235,100	\$7,571,615
MISCELLANEOUS & CONTINGENCY (10%)	\$269,368	\$231,217	\$208,888	\$709,473
TOTAL COST	\$3,151,610	\$2,705,239	\$2,443,988	\$8,300,836

Appendix C

DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



EXHIBIT C

CHALK HILL CONCEPT PLAN

CELINA, TEXAS

SHEET:
V1.1

6/15/17

CEN15001

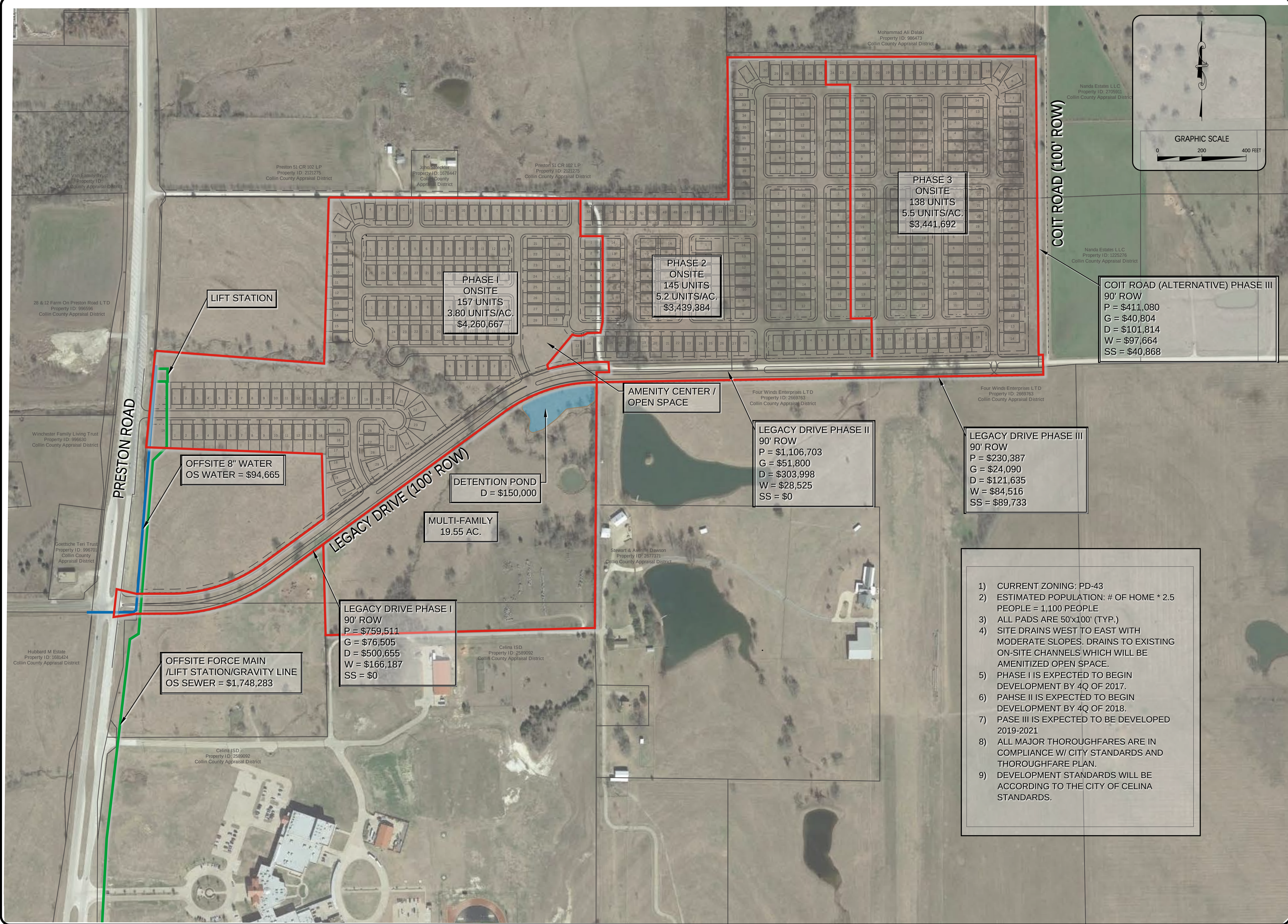


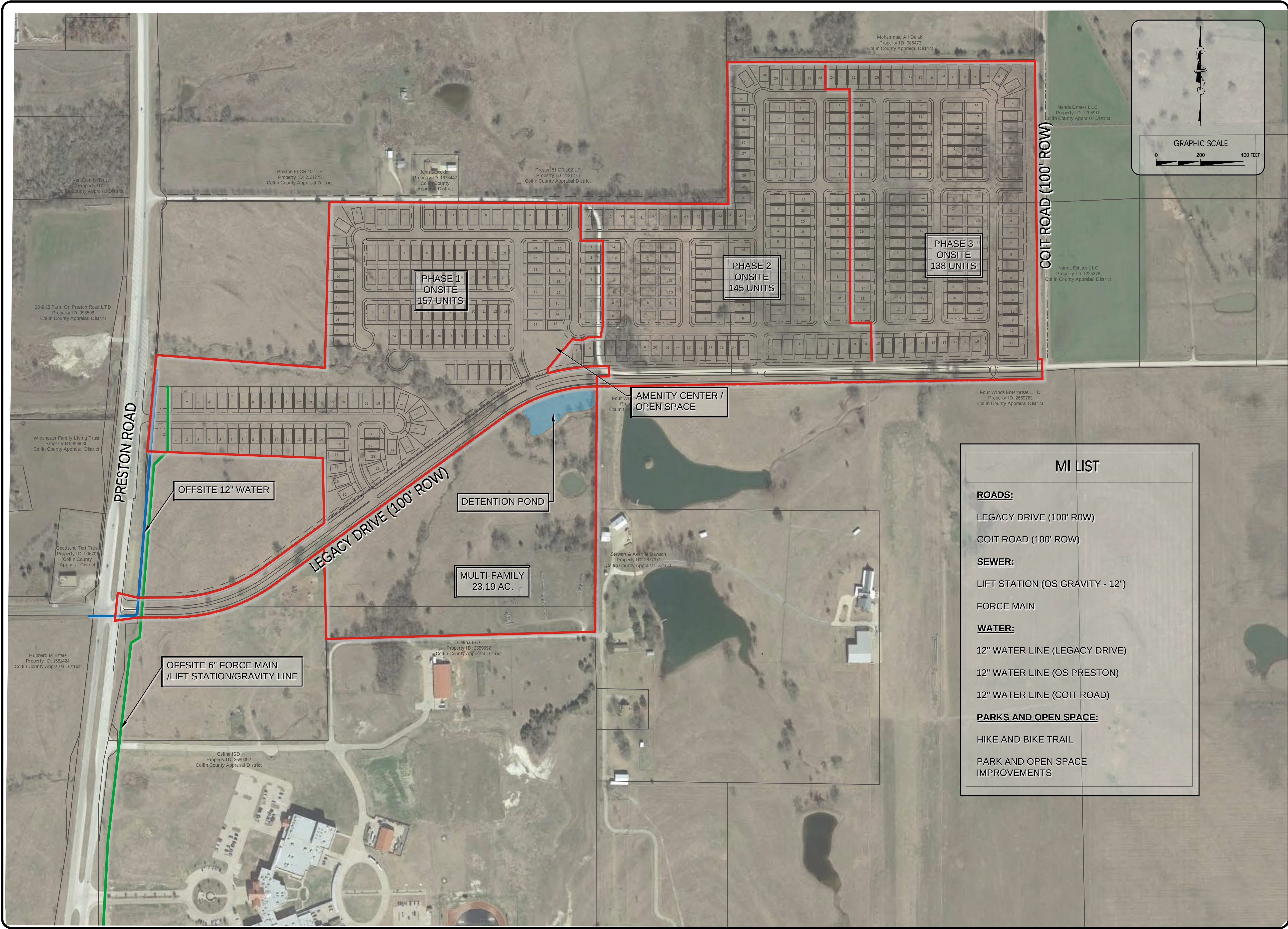


EXHIBIT D
CHALK HILL CONCEPT PLAN
CELINA, TEXAS

SHEET:
V1.1

6/15/17

CEN15001



Appendix D

PROPOSED ASSESSMENT ROLL –Phases #2-3 Assessed Property

Appendix D
Phase #2 - 3 Major Improvement Assessment Roll

Parcel	All Parcels
Assessment	\$2,275,000
Total Estimated Units	283

Year	Principal ¹	Interest ¹	Administrative Expenses ²	Total Annual Installment ³
1	\$0	\$159,250	\$25,000	\$184,250
2	\$0	\$159,250	\$25,500	\$184,750
3	\$30,000	\$159,250	\$26,010	\$215,260
4	\$35,000	\$157,150	\$26,530	\$218,680
5	\$35,000	\$154,700	\$27,061	\$216,761
6	\$35,000	\$152,250	\$27,602	\$214,852
7	\$40,000	\$149,800	\$28,154	\$217,954
8	\$40,000	\$147,000	\$28,717	\$215,717
9	\$45,000	\$144,200	\$29,291	\$218,491
10	\$50,000	\$141,050	\$29,877	\$220,927
11	\$50,000	\$137,550	\$30,475	\$218,025
12	\$55,000	\$134,050	\$31,084	\$220,134
13	\$55,000	\$130,200	\$31,706	\$216,906
14	\$60,000	\$126,350	\$32,340	\$218,690
15	\$65,000	\$122,150	\$32,987	\$220,137
16	\$70,000	\$117,600	\$33,647	\$221,247
17	\$75,000	\$112,700	\$34,320	\$222,020
18	\$80,000	\$107,450	\$35,006	\$222,456
19	\$85,000	\$101,850	\$35,706	\$222,556
20	\$90,000	\$95,900	\$36,420	\$222,320
21	\$95,000	\$89,600	\$37,149	\$221,749
22	\$100,000	\$82,950	\$37,892	\$220,842
23	\$110,000	\$75,950	\$38,649	\$224,599
24	\$115,000	\$68,250	\$39,422	\$222,672
25	\$120,000	\$60,200	\$40,211	\$220,411
26	\$130,000	\$51,800	\$41,015	\$222,815
27	\$140,000	\$42,700	\$41,835	\$224,535
28	\$150,000	\$32,900	\$42,672	\$225,572
29	\$155,000	\$22,400	\$43,526	\$220,926
30	\$165,000	\$11,550	\$44,396	\$220,946
Total	\$2,275,000	\$3,248,000	\$1,014,202	\$6,537,202

1 - The principal and interest amount are estimated and will be updated with final pricing numbers.

2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

3- Amounts shown do not include any TIRZ Credit.

Attachment: Chalk Hill PID No. 2 - Draft SAP - v1.1 (Chalk Hill PID SAP Public Hearing)

Appendix E

PROPOSED ASSESSMENT ROLL – Phase #1 Assessed Property

Appendix E
Phase #1 Assessment Roll

Parcel	All Parcels
Assessment	\$4,325,000
Total Estimated Units	157

Year	Principal¹	Interest¹	Administrative Expenses²	Total Annual Installment³
1	\$0	\$281,125	\$30,000	\$311,125
2	\$0	\$281,125	\$30,600	\$311,725
3	\$25,000	\$281,125	\$31,212	\$337,337
4	\$30,000	\$279,500	\$31,836	\$341,336
5	\$35,000	\$277,550	\$32,473	\$345,023
6	\$40,000	\$275,275	\$33,122	\$348,397
7	\$45,000	\$272,675	\$33,785	\$351,460
8	\$50,000	\$269,750	\$34,461	\$354,211
9	\$60,000	\$266,500	\$35,150	\$361,650
10	\$65,000	\$262,600	\$35,853	\$363,453
11	\$75,000	\$258,375	\$36,570	\$369,945
12	\$80,000	\$253,500	\$37,301	\$370,801
13	\$90,000	\$248,300	\$38,047	\$376,347
14	\$100,000	\$242,450	\$38,808	\$381,258
15	\$110,000	\$235,950	\$39,584	\$385,534
16	\$120,000	\$228,800	\$40,376	\$389,176
17	\$135,000	\$221,000	\$41,184	\$397,184
18	\$145,000	\$212,225	\$42,007	\$399,232
19	\$160,000	\$202,800	\$42,847	\$405,647
20	\$175,000	\$192,400	\$43,704	\$411,104
21	\$190,000	\$181,025	\$44,578	\$415,603
22	\$205,000	\$168,675	\$45,470	\$419,145
23	\$225,000	\$155,350	\$46,379	\$426,729
24	\$240,000	\$140,725	\$47,307	\$428,032
25	\$265,000	\$125,125	\$48,253	\$438,378
26	\$285,000	\$107,900	\$49,218	\$442,118
27	\$305,000	\$89,375	\$50,203	\$444,578
28	\$330,000	\$69,550	\$51,207	\$450,757
29	\$360,000	\$48,100	\$52,231	\$460,331
30	\$380,000	\$24,700	\$53,275	\$457,975
Total	\$4,325,000	\$6,153,550	\$1,217,042	\$11,695,592

1 - The principal and interest amount are estimated and will be updated with final pricing numbers.

2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

3- Amounts shown do not include any TIRZ Credit.

Attachment: Chalk Hill PID No. 2 - Draft SAP - v1.1 (Chalk Hill PID SAP Public Hearing)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: February 13, 2018
 Re: The Columns PID SAP Public Hearing

Action Requested:

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

Background Information:

This public hearing is to provide a forum for comments regarding the levying of assessments related to The Columns Public Improvement District (PID).

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- The Columns PID Preliminary Service and Assessment Plan

Staff Recommendation:

Staff recommends that the hearing be continued and action is tabled to the March 13th meeting.

Draft

THE COLUMNS
PUBLIC IMPROVEMENT DISTRICT
PRELIMINARY SERVICE AND ASSESSMENT PLAN

Attachment: 2596 (The Columns PID SAP Public Hearing)

NOVEMBER 29, 2017

THE COLUMNS PUBLIC IMPROVEMENT DISTRICT
PRELIMINARY SERVICE AND ASSESSMENT PLAN

Table of Contents

Section I	Plan Description and Defined Terms	1
Section II	Property Included in the PID	9
Section III	Description of Authorized Improvements	10
Section IV	Service Plan	15
Section V	Assessment Plan	20
Section VI	Terms of the Assessments	29
Section VII	The Assessment Roll	34
Section VIII	Miscellaneous Provisions	35

List of Appendices

Appendix A	The PID Map
Appendix B	Estimated Costs of the Authorized Improvements
Appendix C	Diagrams of the Authorized Improvements
Appendix D	Assessment Roll

Section I PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On November 14, 2017 (the “Creation Date”) the City Council (the “City Council”) of the City of Celina, Texas (the “City”) passed and approved Resolution No. 2017-203R approving and authorizing the creation of the Columns Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which is located within the City.

The property in the PID is proposed to be developed as one phase, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Columns Public Improvement District Preliminary Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Roll for the PID is included in this Service and Assessment Plan. The Assessments as shown on the Assessment Roll is 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. 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 may include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“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) issuing, 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.

“Administrator” means the employee or designee of the City, identified in any indenture of trust

relating to a series of Bonds or identified in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments including any applicable interest, as shown on the Assessment Roll attached hereto as Appendix D, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, and (iii) the Prepayment and Delinquency Reserve described in Section V.F. 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 any property that benefits from the Authorized Improvements within the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately, as applicable, the Assessment Roll included in this Service and Assessment Plan as Appendix D or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, 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 for financing the Authorized Improvements, including the Series ____ Bonds, in one or more series and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.

“City” means the City of Celina, Texas.

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

“County” means Collin County, Texas.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means CADG Celina Outer Loop, LLC, a Texas limited liability company and its successors and assigns.

“Development Agreement” means that certain Development Agreement relating to the PID executed by and between the Developer and the City effective October 31, 2017, as the same may be amended from time to time.

“Homeowner Association” means a homeowners’ association or property owners’ association established for the benefit of property owners within the PID.

“Homeowner Association Property” or **“(HOA Property)”** means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a Homeowners’ Association established for the benefit of a group of homeowners or property owners within the PID.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Collin County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized

Improvements, including 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.D.

“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 official public records for real property in Collin County.

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

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

“Planned Development District” means the zoning classification established as PD – Planned Development District #84 pursuant to Ordinance 2017-33 adopted by the City Council designating the zoning and development standards.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Prepayment and Delinquency Reserve” has the meaning set forth in Section V.F. of this Service and Assessment Plan.

“Public Property” means 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 or political subdivision, 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.

“TIRZ No. 9” means the Tax Increment Reinvestment Zone No. 9, City of Celina, Texas.

“TIRZ Annual Credit Amount” means, for each Parcel, such Parcel’s prorated amount of TIRZ Revenues calculated pursuant to Section VI.A. of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to certain public improvements as provided for in the Tax Increment Reinvestment Zone No. Nine Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. 9 tax

increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI.A. of this Service and Assessment Plan.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in a Trust Indenture, including a substitute fiscal agent or trustee.

Remainder of this page left intentionally blank.

Section II PROPERTY INCLUDED IN THE PID

Property Included in the PID

The PID is presently located within the City and contains approximately 48.784 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 261 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (261) 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 – 40 Feet	261	units
Total	261	units

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

Section III DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

- (a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.
- (b) A public improvement may include:
 - (i) landscaping;
 - (ii) erection of fountains, distinctive lighting, and signs;
 - (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - (iv) construction or improvement of pedestrian malls;
 - (v) acquisition and installation of pieces of art;
 - (vi) acquisition, construction, or improvement of libraries;
 - (vii) acquisition, construction, or improvement of off-street parking facilities;
 - (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
 - (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
 - (x) the establishment or improvement of parks;
 - (xi) projects similar to those listed in Subdivisions (i)-(x);
 - (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and
 - (xiv) payment of expenses incurred in the establishment, administration and operation of the district.

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B. below and described in Appendix B and shown on the diagram included as Appendix C for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. Description of the Authorized Improvements

The descriptions of the Authorized Improvements are presented below and the estimated costs of the Authorized Improvements are shown in Table III-A. The estimated costs shown in Table III-B may be revised in an Annual Service Plan Update as needed.

Roadway improvements: The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements: The water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary sewer collection system improvements: The sanitary sewer collection system improvements within consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage collection system improvements: The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Additional details of the Authorized Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

The estimated costs of the Authorized Improvements shown in Tables III-A may be revised in Annual Service Plan Updates. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID). The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan.

Table III-A
Authorized Improvements - Authorized Improvements

Description	Estimated Costs
Roadway improvements	\$3,104,797
Water improvements	\$604,982
Sanitary sewer improvements	\$506,958
Storm drainage improvements	\$1,881,993
Screening and landscape improvements	\$844,870
Other soft costs including PID creation costs	\$1,306,594
Total Improvement Costs	\$8,250,195

Additionally, the Developer plans to construct certain improvements within the PID over a period of approximately five years including amenities, landscaping, hardscaping and other miscellaneous items (collectively, the “Private Costs”) to serve the entire PID. The Private Costs will be paid entirely by the Developer without any reimbursement through the PID.

Remainder of this page intentionally left blank.

Section IV SERVICE PLAN

A. Sources and Uses of Funds

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 18 months to construct the Authorized Improvements.

The Budgeted Costs for the Authorized Improvements plus costs related to the issuance of the Series ____ Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID are \$10,770,195 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 Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A
Estimated Sources and Uses

Sources of Funds	Series 2018 Bonds
Par amount	\$7,500,000
Other funding sources	\$3,270,195
Total Sources	\$10,770,195
Uses of Funds	
<u><i>Authorized Improvements</i></u>	
Road improvements	\$3,104,797
Water distribution system improvements	\$604,982
Sanitary sewer improvements	\$506,958
Storm drainage improvements	\$1,881,993
Screening and landscaping improvements	\$844,870
Other soft and miscellaneous costs	\$1,306,594
<i>Subtotal: Authorized Improvements</i>	<i>\$8,250,195</i>
<u><i>Estimated Bond Issuance Costs</i></u>	
Capitalized interest	\$975,000
Reserve fund	\$600,000
Administrative expenses fund	\$45,000
Other costs of issuance including underwriter's discount	\$900,000
<i>Subtotal: Estimated Bond Issuance Costs</i>	<i>\$2,520,000</i>
Total Uses	\$10,770,195

The annual projected costs and annual projected indebtedness is shown by Table IV-B. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

		Annual Projected Indebtedness (Series _____)	Sources other than Series _____ Bonds
2018	\$10,770,195	\$7,500,000	\$3,270,195
2019	\$0	\$0	\$0
2020	\$0	\$0	\$0
2021	\$0	\$0	\$0
2022	\$0	\$0	\$0
Total	\$10,770,195	\$7,500,000	\$3,270,195

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A, the costs associated with creating the PID and costs of issuing the Series _____ Bonds, including reserves shown in Table IV-A. The difference between the annual projected cost and the annual projected indebtedness, and between the annual projected indebtedness and the principal amount of the bonds each represent an amount funded by the Developer, which may be reimbursed with future bond proceeds to the extent available.

Remainder of this page intentionally left blank.

Section V ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program anticipates a series of bond financings that are intended to finance the public infrastructure required for the development. This financing may be undertaken in phases to coincide with the private investment and development of the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvement Costs shall be allocated equally on the basis of the number of Lots once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the Assessed Property as a result of the Authorized 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, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements to the Assessed Property in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to the Assessed Property 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.

B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized Improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use is defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; and (ii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be beneficial to the City and the PID. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of

- providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
 4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
 5. Financing of the costs of the Authorized Improvement through the PID is determined to be beneficial; and,
 6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Assessment Methodology

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

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units.

Based on the Actual Costs of the Authorized Improvements provided by the Developer, as set forth in Table III-A, the City Council has determined that the benefit to the Assessed Property is equal to or greater than the Assessments to be levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to the Parcel will then be apportioned pro rata based on the number of units on each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the number of units applicable at the time residential Lots are platted to the total number of units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment.

As shown in Section IV of this Service and Assessment Plan, the total amount of the Series _____ Bonds, which represents the total Assessment to be allocated on all Parcels within the PID, is \$7,500,000. There are a total of 261 estimated residential units for the residential development within the PID, resulting in an Assessment per unit of \$28,735.63 ($\$7,500,000 \div 261 = \$28,735.63$).

Type	Planned No. of Units	Assessment per Unit	Total Assessments
40 Ft Lots	261	\$28,735.63 per dwelling unit	\$7,500,000
Total	261		\$7,500,000

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

D. Assessments

The Assessments will be levied on each Parcel according to the Assessment Roll, attached hereto as Appendix D. The Annual Installments for the Series ____ Bonds will be collected at the time and in the amounts shown on the Assessment Roll, respectively, 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 and Delinquency 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 “Additional Interest”). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the 0.5% Additional Interest component of the Annual Installments allocated to fund a reserve to be used for paying prepayment and delinquency related costs (the “Prepayment and Delinquency Reserve”). The Prepayment and Delinquency Reserve shall be funded until it reaches 5.50% of the outstanding Bonds as stipulated in the Bond documents. Once the Prepayment and Delinquency Reserve is funded in full, the City may allocate the Additional Interest component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or redeem Bonds and reduce the Assessments, as determined by the City Council.

G. TIRZ Annual Credit Amount

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel’s Annual Installments (the “TIRZ Annual Credit Amount”). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 9 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI.A. of this Service and Assessment Plan.

Section VI TERMS OF THE ASSESSMENTS

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

The Assessments, and Annual Installments thereof, for each Parcel of Assessed Property is shown on the Assessment Roll, attached as Appendix D, 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 (i) principal and interest on the Series _____ Bonds, (ii) to fund the Prepayment and Delinquency reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2018 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2019). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The Equivalent Units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

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 number of units to be built on each new subdivided Parcel
- D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may

not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels.

Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

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 above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

E. Reduction of Assessments

1. If, after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Authorized Improvement Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If after all Authorized Improvements to be funded with a series of Bonds have been completed and a portion of the Bonds have been redeemed using the TIRZ Annual Credit Amounts or other funds available to the City, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the remaining

outstanding amount(s) of the Bonds after such redemptions. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds.

3. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Collection Costs. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

F. Payment of Assessments

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of such Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each

year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the levy of the Assessments.

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds. The Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 6.5%, and an additional interest at the rate of 0.5% for Prepayment and Delinquency Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Roll, shown as Appendix D, will be updated with the actual interest rates on the Series _____ Bonds.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act, Chapter 1207 of the Texas Government Code or any other applicable authority provided by the laws of the State of Texas. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

G. Collection of Annual Installments

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, including capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

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

Section VII THE ASSESSMENT ROLL

A. Assessment Roll

Assessed Property will be assessed for the special benefits conferred upon such property as a result of the Authorized Improvements. Table IV-A summarizes the \$10,817,754 in special benefit received by the Assessed Property from the Authorized Improvements, costs associated with the PID formation, and costs related to the issuance of the Series _____ Bonds. The total par amount of Series _____ Bonds is \$7,500,000 which is less than the benefit received by the Assessed Property, and as such the total Assessment for all Assessed Property within the PID is \$7,500,000 plus annual Administrative Expenses, the additional interest for Prepayment and Delinquency Reserve and Delinquent Collection Costs, if any. The Assessment for each Parcel of Assessed Property within the PID is calculated based on the allocation methodologies described in Section V.C. of this Service and Assessment Plan. The Assessment Roll is attached hereto as Appendix D.

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F. of this Service and Assessment Plan. The Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of additional Bonds, if any.

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 PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. Termination of Assessments

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments, Prepayment Costs 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.

To the extent permitted by the PID Act, the City Council reserves the right 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; (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, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

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 interpretations and determinations 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.

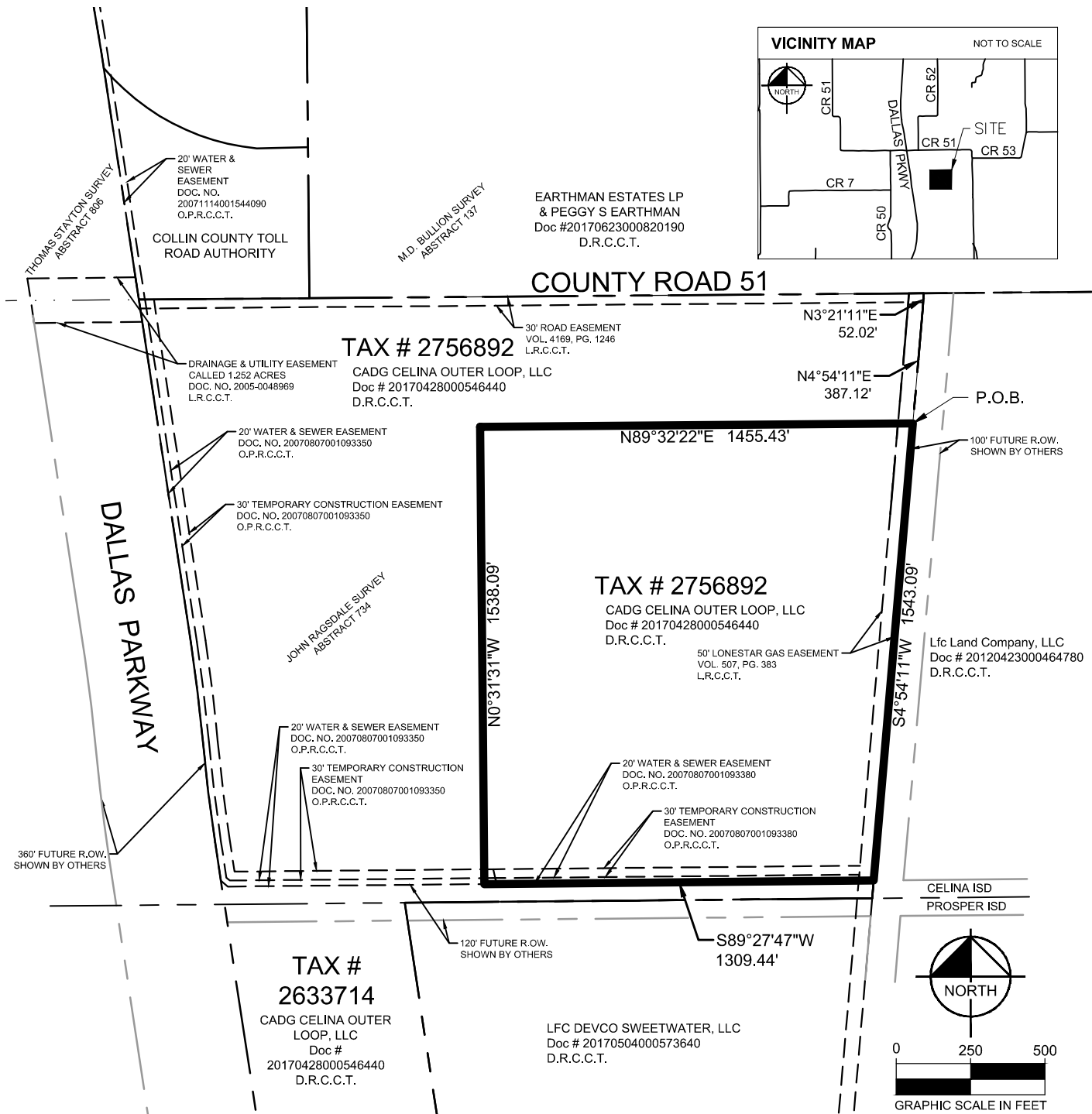
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

[Remainder of page intentionally left blank.]

Appendix A

THE PID MAP

Attachment: 2596 (The Columns PID SAP Public Hearing)



Attachment: 2596 (The Columns PID SAP Public Hearing)

**THE COLUMNS PUBLIC
IMPROVEMENT DISTRICT
COLLIN CAD TAX PARCEL EXHIBIT**

JOHN RAGSDALE SURVEY,
ABSTRACT NO. 734
CITY OF CELINA
COLLIN COUNTY, TEXAS

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	SEP	KHA	Sept. 28, 2017	064040007	2 OF 2

Appendix B
AUTHORIZED IMPROVEMENT COSTS

Attachment: 2596 (The Columns PID SAP Public Hearing)

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

IMPORTANT NOTES INCLUDED

KIMLEY-HORN AND ASSOCIATES				PHASE 1	TOTAL
PROJECT NAME:	Lucas Tract Mixed Use Development	NET ACRES:	48.8	NO. OF LOTS:	261
CITY:	Celina, Texas	GROSS ACRES:	48.8	CREATED BY:	TLF
JOB NUMBER:	064040007.1.105	CREATED:	5/30/2017	CHECKED BY:	TLF
FILE NAME:	The Columns OPC Interior.xlsx	PRINTED:	5/31/2017	REVISED BY:	BTL

A. WATER						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1		TOTAL QUANTITY	TOTAL COST
			QUANTITY	TOTAL		
8" P.V.C. WATERLINE	LF	\$25.00	8,770	\$219,250.00	8,770	\$219,250.00
8" GATE VALVE & BOX	EA	\$1,250.00	30	\$37,500.00	30	\$37,500.00
1" WATER SERVICE	EA	\$800.00	261	\$208,800.00	261	\$208,800.00
1" OPEN SPACE SERVICE	EA	\$800.00	1	\$800.00	1	\$800.00
1" IRRIGATION SERVICE	EA	\$800.00	2	\$1,600.00	2	\$1,600.00
2" IRRIGATION SERVICE	EA	\$1,500.00	1	\$1,500.00	1	\$1,500.00
FIRE HYDRANT ASSEMBLY	EA	\$4,100.00	24	\$98,400.00	24	\$98,400.00
CONNECT TO EXISTING 12"	EA	\$3,500.00	1	\$3,500.00	1	\$3,500.00
CONNECT TO EXISTING 18"	EA	\$5,500.00	1	\$5,500.00	1	\$5,500.00
4" PVC SLEEVES (IRRIGATION)	LF	\$15.00	500	\$7,500.00	500	\$7,500.00
TRENCH SAFETY	LF	\$0.50	8,770	\$4,385.00	8,770	\$4,385.00
WATER TESTING (EXCLUDING GEOTECH)	LF	\$0.50	8,770	\$4,385.00	8,770	\$4,385.00
BONDS	PERCENT	2.00%	593,120.00	\$11,862.40	593,120	\$11,862.40
TOTAL WATER						
				\$604,982.40	\$604,982.40	

B. SEWER						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1		TOTAL QUANTITY	TOTAL COST
			QUANTITY	TOTAL		
8" P.V.C. SEWERLINE	LF	\$28.00	8,470	\$237,160.00	8,470	\$237,160.00
STUB & PLUG	EA	\$500.00	1	\$500.00	1	\$500.00
4' DIAMETER MANHOLE	EA	\$3,500.00	21	\$73,500.00	21	\$73,500.00
CONCRETE ENCASEMENT	LF	\$35.00	240	\$8,400.00	240	\$8,400.00
4" SERVICE	EA	\$600.00	261	\$156,600.00	261	\$156,600.00
6" OPEN SPACE SERVICE	EA	\$800.00	1	\$800.00	1	\$800.00
CONNECT TO EXISTING	EA	\$1,000.00	1	\$1,000.00	1	\$1,000.00
TRENCH SAFETY	LF	\$1.00	8,470	\$8,470.00	8,470	\$8,470.00
SANITARY SEWER TESTING (EXCLUDING GEOTECH)	LF	\$1.25	8,470	\$10,587.50	8,470	\$10,587.50
BONDS	PERCENT	2.00%	\$497,018	\$9,940.35	497,018	\$9,940.35
TOTAL SEWER						
				\$506,957.85	\$506,957.85	

Attachment: 2596 (The Columns PID SAP Public Hearing)

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

IMPORTANT NOTES INCLUDED

KIMLEY-HORN AND ASSOCIATES				PHASE 1	TOTAL
PROJECT NAME:	Lucas Tract Mixed Use Development	NET ACRES:	48.8	NO. OF LOTS:	261
CITY:	Celina, Texas	GROSS ACRES:	48.8	CREATED BY:	TLF
JOB NUMBER:	064040007.1.105	CREATED:	5/30/2017	CHECKED BY:	TLF
FILE NAME:	The Columns OPC Interior.xlsx	PRINTED:	5/31/2017	REVISED BY:	BTL

C. STORM SEWER						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1		TOTAL QUANTITY	TOTAL COST
			QUANTITY	TOTAL		
18" RCP	LF	\$55.00	1,370	\$75,350.00	1,370	\$75,350.00
21" RCP	LF	\$65.00	1,005	\$65,325.00	1,005	\$65,325.00
24" RCP	LF	\$72.00	115	\$8,280.00	115	\$8,280.00
27" RCP	LF	\$80.00	450	\$36,000.00	450	\$36,000.00
30" RCP	LF	\$90.00	410	\$36,900.00	410	\$36,900.00
36" RCP	LF	\$120.00	1,680	\$201,600.00	1,680	\$201,600.00
42" RCP	LF	\$155.00	315	\$48,825.00	315	\$48,825.00
48" RCP	LF	\$180.00	30	\$5,400.00	30	\$5,400.00
54" RCP	LF	\$210.00	145	\$30,450.00	145	\$30,450.00
60" RCP	LF	\$260.00	530	\$137,800.00	530	\$137,800.00
5'X5' RCB	LF	\$375.00	960	\$360,000.00	960	\$360,000.00
10'X6' RCB	LF	\$700.00	340	\$238,000.00	340	\$238,000.00
21" HEADWALL	EA	\$1,500.00	2	\$3,000.00	2	\$3,000.00
60" HEADWALL	EA	\$5,500.00	1	\$5,500.00	1	\$5,500.00
10'X6' HEADWALL	EA	\$14,500.00	1	\$14,500.00	1	\$14,500.00
CURB INLETS (ALL SIZES)	EA	\$3,500.00	49	\$171,500.00	49	\$171,500.00
2'X2' WYE INLET	EA	\$2,500.00	1	\$2,500.00	1	\$2,500.00
3'X3' WYE INLET	EA	\$3,300.00	1	\$3,300.00	1	\$3,300.00
INLET PROTECTION	EA	\$175.00	51	\$8,925.00	51	\$8,925.00
5' JUNCTION BOX	EA	\$5,000.00	15	\$75,000.00	15	\$75,000.00
DENTENTION PONDS	EA	VARIE	1	\$50,000.00	1	\$50,000.00
12" GROUTED RIP RAP	SY	\$75.00	315	\$23,625.00	315	\$23,625.00
GRADE TO DRAIN	CY	\$3.50	2,400	\$8,400.00	2,400	\$8,400.00
TRENCH SAFETY	LF	\$0.50	7,350	\$3,675.00	7,350	\$3,675.00
TESTING (TV)	LF	\$1.00	7,350	\$7,350.00	7,350	\$7,350.00
BONDS	PERCENT	2.00%	\$1,621,205.00	\$32,424.10	1,621,205	\$32,424.10
TOTAL STORM SEWER			\$1,653,629.10		\$1,653,629.10	

D. CLEARING & GRADING						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1		TOTAL QUANTITY	TOTAL COST
			QUANTITY	TOTAL		
CLEARING / GRUBBING	AC	\$800.00	48.8	\$39,040.00	48.8	\$39,040.00
STREET / ROW / BLOCK EXCAVATION	CY	\$2.20	137,779	\$303,113.07	137,778.7	\$303,113.07
MOISTURE CONDITIONING (PER PRELIMINARY GEOTECH REPORT)	LOT	\$2,500.00	261	\$652,500.00	261.0	\$652,500.00
SEDIMENTATION BASIN (NO SKIMMER)	LS	\$20,000.00	1	\$20,000.00	1.0	\$20,000.00
SKIMMER FOR SEDIMENTATION BASIN	LS	\$12,500.00	1	\$12,500.00	1.0	\$12,500.00
OPEN SPACE FINAL GRADING	LS	\$5,000.00	1	\$5,000.00	1.0	\$5,000.00
ROUGH LOT GRADING	EA	\$225.00	261	\$58,725.00	261.0	\$58,725.00
FINAL LOT GRADING	EA	\$125.00	261	\$32,625.00	261.0	\$32,625.00
TOTAL CLEARING & GRADING			\$1,123,503.07		\$1,123,503.07	

Attachment: 2596 (The Columns PID SAP Public Hearing)

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

IMPORTANT NOTES INCLUDED

KIMLEY-HORN AND ASSOCIATES				PHASE 1	TOTAL
PROJECT NAME:	Lucas Tract Mixed Use Development	NET ACRES:	48.8	NO. OF LOTS:	261
CITY:	Celina, Texas	GROSS ACRES:	48.8	CREATED BY:	TLF
JOB NUMBER:	064040007.1.105	CREATED:	5/30/2017	CHECKED BY:	TLF
FILE NAME:	The Columns OPC Interior.xlsx	PRINTED:	5/31/2017	REVISED BY:	BTL

E. STREET PAVEMENT						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1		TOTAL QUANTITY	TOTAL COST
			QUANTITY	TOTAL		
6" REINF. CONCRETE STREET PAVEMENT	SY	\$33.00	30,400	\$1,003,200.00	30,400	\$1,003,200.00
6" REINF. CONCRETE ALLEY PAVEMENT	SY	\$37.50	15,050	\$564,375.00	15,050	\$564,375.00
6" SUBGRADE PREPARATION	SY	\$3.00	49,995	\$149,985.00	49,995	\$149,985.00
HYDRATED LIME (8% #36/SY)	TON	\$165.00	900	\$148,485.15	900	\$148,485.15
PAVEMENT HEADER	LF	\$15.00	210	\$3,150.00	210	\$3,150.00
BARRIER FREE PEDESTRIAN RAMPS	EA	\$1,250.00	36	\$45,000.00	36	\$45,000.00
STREET SIGN	EA	\$500.00	15	\$7,500.00	15	\$7,500.00
STOP SIGN	EA	\$150.00	10	\$1,500.00	10	\$1,500.00
4" PVC SLEEVES (MISC)	LF	\$15.00	1,050	\$15,750.00	1,050	\$15,750.00
TRAFFIC CONTROL	LS	\$3,500.00	1	\$3,500.00	1	\$3,500.00
BONDS	PERCENT	2.00%	\$1,942,445.15	\$38,848.90	1,942,445	\$38,848.90
TOTAL STREET PAVEMENT				\$1,981,294.05		\$1,981,294.05

F. MISCELLANEOUS ITEMS AND FEES						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1		TOTAL QUANTITY	TOTAL COST
			QUANTITY	TOTAL		
STREET LIGHTS (ASSUMES GCEC)	EA	\$0.00	17	\$0.00	17	\$0.00
ELECTRIC SERVICE ALLOWANCE (ASSUMES GCEC)	LOT	\$0.00	261	\$0.00	261	\$0.00
GAS SERVICE ALLOWANCE (ASSUMES ATMOS)	LOT	\$750.00	261	\$195,750.00	261	\$195,750.00
OFF-SITE GAS MAIN EXTENSION ALLOWANCE	LOT	\$300.00	261	\$78,300.00	261	\$78,300.00
INSPECTION FEE	PERCENT	2.00%	\$4,746,863	\$94,937.27	4,746,863	\$94,937.27
MISCELLANEOUS CITY FEES	LS	\$12,000.00	1	\$12,000.00	1	\$12,000.00
TOTAL MISCELLANEOUS ITEMS AND FEES				\$380,987.27		\$380,987.27

G. EROSION CONTROL						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1		TOTAL QUANTITY	TOTAL COST
			QUANTITY	TOTAL		
SILT FENCE (DOWN SLOPE PERIMETER, CREEK & CHANNEL PROTECTION)	LF	\$1.50	2,860	\$4,290.00	2,860	\$4,290.00
ROCK CHECK DAM	EA	\$1,500.00	1	\$1,500.00	1	\$1,500.00
CONSTRUCTION ENTRANCE	LS	\$2,500.00	1	\$2,500.00	1	\$2,500.00
CURLEX AFTER PAVING (4' WIDE)	LF	\$0.70	33,220	\$23,254.00	33,220	\$23,254.00
SEEDING	AC	\$285.00	32	\$9,120.00	32	\$9,120.00
EROSION CONTROL PERMITTING, MAINTENANCE, & INSPECTION	LOT	\$200.00	261	\$52,200.00	261	\$52,200.00
SWPPP	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00
TOTAL EROSION CONTROL				\$97,864.00		\$97,864.00

Attachment: 2596 (The Columns PID SAP Public Hearing)

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

IMPORTANT NOTES INCLUDED

KIMLEY-HORN AND ASSOCIATES						PHASE 1	TOTAL
PROJECT NAME:	Lucas Tract Mixed Use Development	NET ACRES:	48.8	NO. OF LOTS:	261	261	
CITY:	Celina, Texas	GROSS ACRES:	48.8	CREATED BY:	TLF		
JOB NUMBER:	064040007.1.105	CREATED:	5/30/2017	CHECKED BY:	TLF		
FILE NAME:	The Columns OPC Interior.xlsx	PRINTED:	5/31/2017	REVISED BY:	BTL		

H. CONSTRUCTION MATERIALS TESTING - GEOTECH						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1		TOTAL QUANTITY	TOTAL COST
			QUANTITY	TOTAL		
WATER TESTING (GEOTECH)	LF	\$1.65	8,770	\$14,470.50	8,770	\$14,470.50
SANITARY SEWER TESTING (GEOTECH)	LF	\$1.65	8,470	\$13,975.50	8,470	\$13,975.50
STORM SEWER TESTING (GEOTECH)	LF	\$1.00	7,350	\$7,350.00	7,350	\$7,350.00
EARTHWORK TESTING (GEOTECH)	CY	\$0.35	137,779	\$48,222.53	137,779	\$48,222.53
PAVEMENT TESTING (GEOTECH)	SY	\$2.10	49,995	\$104,989.50	49,995	\$104,989.50
TOTAL CONSTRUCTION MATERIALS TESTING - GEOTECH			\$189,008.03		\$189,008.03	

I. SCREENING - LANDSCAPING - SIDEWALKS						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1		TOTAL QUANTITY	TOTAL COST
			QUANTITY	TOTAL		
SCREENING/BUFFERING ALONG PUNK CARTER BLVD & MINOR ARTERIAL	LF	\$150.00	2,750	\$412,500.00	2,750	\$412,500.00
SOD AND IRRIGATE OPEN SPACES	SF	\$1.25	105,000	\$131,250.00	105,000	\$131,250.00
MISC. OPEN SPACE IMPROVEMENTS	LS	\$250,000.00	1	\$250,000.00	1	\$250,000.00
5' SIDEWALK (4" THICK)	LF	\$24.00	2,130	\$51,120.00	2,130	\$51,120.00
TOTAL SCREENING - LANDSCAPE - SIDEWALKS			\$844,870.00		\$844,870.00	

J. RETAINING WALL						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1		TOTAL QUANTITY	TOTAL COST
			QUANTITY	TOTAL		
RETAINING WALL ALLOWANCE	LOT	\$500.00	261	\$130,500.00	261	\$130,500.00
TOTAL SCREENING - LANDSCAPE - SIDEWALKS			\$130,500.00		\$130,500.00	

K. CONSULTING SERVICES						
DESCRIPTION	UNIT	UNIT PRICE	PHASE 1		TOTAL QUANTITY	TOTAL COST
			QUANTITY	TOTAL		
PLANNING, PLATTING (PRE & FINAL), ENGINEERING, CONSTRUCTION STAKING, & CF	PERCENT	10.00%	\$6,479,718	\$647,971.77	6,479,718	\$647,971.77
GEOTECHNICAL ENGINEERING - FINAL GEOTECH REPORT	LOT	\$250.00	261	\$65,250.00	261	\$65,250.00
LANDSCAPE ARCHITECTURE	PERCENT	2.00%	\$844,870	\$16,897.40	844,870	\$16,897.40
CONSTRUCTION MANAGEMENT	PERCENT	1.00%	\$647,972	\$6,479.72	647,972	\$6,479.72
TOTAL CONSULTING SERVICES			\$736,598.89		\$736,598.89	

Attachment: 2596 (The Columns PID SAP Public Hearing)

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

IMPORTANT NOTES INCLUDED

KIMLEY-HORN AND ASSOCIATES				PHASE 1	TOTAL
PROJECT NAME:	Lucas Tract Mixed Use Development	NET ACRES:	48.8	NO. OF LOTS:	261
CITY:	Celina, Texas	GROSS ACRES:	48.8	CREATED BY:	TLF
JOB NUMBER:	064040007.1.105	CREATED:	5/30/2017	CHECKED BY:	TLF
FILE NAME:	The Columns OPC Interior.xlsx	PRINTED:	5/31/2017	REVISED BY:	BTL

TOTALS	PHASE 1	TOTAL
A. WATER	\$604,982.40	\$604,982.40
B. SEWER	\$506,957.85	\$506,957.85
C. STORM SEWER	\$1,653,629.10	\$1,653,629.10
D. CLEARING & GRADING	\$1,123,503.07	\$1,123,503.07
E. STREET PAVEMENT	\$1,981,294.05	\$1,981,294.05
F. MISCELLANEOUS ITEMS AND FEES	\$380,987.27	\$380,987.27
G. EROSION CONTROL	\$97,864.00	\$97,864.00
H. CONSTRUCTION MATERIALS TESTING - GEOTECH	\$189,008.03	\$189,008.03
I. SCREENING - LANDSCAPE - SIDEWALKS	\$844,870.00	\$844,870.00
J. RETAINING WALL	\$130,500.00	\$130,500.00
K. CONSULTING SERVICES	\$736,598.89	\$736,598.89
SUB-TOTAL	\$8,250,194.66	\$8,250,194.66
GRAND TOTAL	\$8,250,194.66	\$8,250,194.66
PER LOT	\$31,609.94	\$31,609.94

NOTES
<u>SECTION A WATER</u> 1. OPC assumes the 12" Waterline along Light Farms Way is within the Major Infrastructure OPC and not included within this OPC. 2. OPC assumes existing 18" water main along Punk Carter Blvd per City of Celina Water Distribution Master Plan. 3. Water Impact Fees are not included in the OPC (by builder at building permit). <u>SECTION B SEWER</u> 4. OPC assumes that all sewer from the residential development will be gravity and connect to a stub provided by the Light Farms Development. 5. OPC assumes that existing systems have capacity for this development. 6. Wastewater Impact Fees are not included within this OPC (by builder at building permit). <u>SECTION C STORM SEWER</u> 7. OPC assumes that the open space provided is sufficient for detention. Preliminary drainage analysis is required to confirm. If open space provided is not sufficient then the land plan will have to be revised in order to provided adequate space. 8. OPC assumes that the open space provided for detention will also be used for site amenities. <u>SECTION D CLEARING & GRADING</u> 9. Excavation assumes 1.75' across the site. 10. Soil remediation, such as moisture conditioning and poly cover, is assumed, based a Preliminary Geotechnical Exploration by Alpha Testing, Alpha Report No. W170372. Final soil remediation should be determined by a comprehensive Final Geotechnical report. 11. OPC assumes that grading within the adjacent tracts will be allowed to eliminate any property line walls and additional drainage systems. 12. Offsite grading and drainage easements may be required. <u>SECTION E STREET PAVEMENT</u> 13. Internal street pavement is based on the current City requirements of 6" concrete pavement over 6" treated subgrade for residential and alley streets. 14. Subgrade preparation assumes treatment of 8% lime for depth indicated in the OPC. Assumptions should be verified by a Geotechnical Engineer. 15. Major roadway improvements for Punk Carter Blvd and Light Farms Way are included within the Major Infrastructure OPC. 16. Roadway Impact Fees are not included within this OPC. <u>SECTION F MISCELLANEOUS ITEMS AND FEES</u> 17. Street lights are based on a maximum spacing of 600 feet. These are assumed to be provided by the electric franchise provider at no charge. 18. Off-site gas infrastructure is included and assumed at \$300 per lot and assumes facilities are available to serve this development within this budget. 19. On-site gas and electric cost is assumed and should be confirmed. 20. Fiber cost is assumed and should be confirmed. <u>SECTION I SCREENING - LANDSCAPING - SIDEWALKS</u> 21. OPC assumes that the screening wall between the commercial tract and residential tract and the multi-family and residential tract will be constructed with the development of the commercial tract and multi-family tract. This assumes builder fence would be installed on the residential lots backing to the alley between the commercial tract and multi-family tract. 22. Sidewalks to be provided by the developer is based on the current city requirement of 5'. 23. Cost of discretionary entry feature and open space improvements is assumed and should be confirmed by Owner. <u>SECTION J RETAINING WALLS</u> 24. Retaining wall allowance is assumed (no preliminary design performed). <u>GENERAL NOTES</u> 25. Permit fees, impact fees, assessments, pro-rata fees, reimbursements, credits, etc. are not included unless specifically listed. 26. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included. 27. Construction administration and development management is not included. 28. OPC assumes that there are no USACE jurisdictional impacts and that permitting and mitigation is not required. Based on aerial photography there doesn't appear to be any potentially jurisdictional features within the portion of the tract covered by this OPC. 29. Tree mitigation fee is not assumed. Based on aerial photography, there doesn't appear to be any existing trees within the portion of the tract covered by this OPC. 30. Unit prices for the OPC are based on recent bid forms for similar projects. 32. OPC is based on a specific land plan for 261 total lots dated June 2017. 33. There are no known franchise utility conflicts at the connections to Punk Carter Blvd., therefore, no budget is assumed or included in this OPC. 34. The borings drilled for the preliminary Geotech Report within this tract did not show rock, therefore, no assumption was made for rock excavation. 35. OPC assumes the earthwork balances on-site without any import or export required. 36. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Thomas Fletcher, P.E., (972) 731-2186.

DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: 2596 (The Columns PID SAP Public Hearing)



Packet Pg. 225

Appendix D

PROPOSED ASSESSMENT ROLL – Assessed Property

Attachment: 2596 (The Columns PID SAP Public Hearing)

Appendix D Proposed Assessment Roll

Parcel	All Parcels
Assessment	\$7,500,000
Total Equivalent Units	261.00

Year	Principal	Interest¹	Administrative Expenses²	Total Annual Installment³
1	\$0	\$487,500	\$30,000	\$517,500
2	\$0	\$487,500	\$30,600	\$518,100
3	\$40,000	\$487,500	\$31,212	\$558,712
4	\$50,000	\$484,900	\$31,836	\$566,736
5	\$60,000	\$481,650	\$32,473	\$574,123
6	\$70,000	\$477,750	\$33,122	\$580,872
7	\$80,000	\$473,200	\$33,785	\$586,985
8	\$90,000	\$468,000	\$34,461	\$592,461
9	\$100,000	\$462,150	\$35,150	\$597,300
10	\$115,000	\$455,650	\$35,853	\$606,503
11	\$125,000	\$448,175	\$36,570	\$609,745
12	\$140,000	\$440,050	\$37,301	\$617,351
13	\$155,000	\$430,950	\$38,047	\$623,997
14	\$175,000	\$420,875	\$38,808	\$634,683
15	\$190,000	\$409,500	\$39,584	\$639,084
16	\$210,000	\$397,150	\$40,376	\$647,526
17	\$230,000	\$383,500	\$41,184	\$654,684
18	\$255,000	\$368,550	\$42,007	\$665,557
19	\$275,000	\$351,975	\$42,847	\$669,822
20	\$300,000	\$334,100	\$43,704	\$677,804
21	\$330,000	\$314,600	\$44,578	\$689,178
22	\$355,000	\$293,150	\$45,470	\$693,620
23	\$385,000	\$270,075	\$46,379	\$701,454
24	\$420,000	\$245,050	\$47,307	\$712,357
25	\$455,000	\$217,750	\$48,253	\$721,003
26	\$495,000	\$188,175	\$49,218	\$732,393
27	\$535,000	\$156,000	\$50,203	\$741,203
28	\$575,000	\$121,225	\$51,207	\$747,432
29	\$620,000	\$83,850	\$52,231	\$756,081
30	\$670,000	\$43,550	\$53,275	\$766,825
Total	\$7,500,000	\$10,684,050	\$1,217,042	\$19,401,092

1 - The interest is estimated using 6% per annum and includes 0.5% additional interest.

2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

3- Amounts shown do not include any TIRZ Credit.

Attachment: 2596 (The Columns PID SAP Public Hearing)



Administration
City of Celina, Texas

Memorandum

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

Action Requested:

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

Background Information:

This item approves a resolution outlining the costs of authorized improvements that will be financed by Creeks of Legacy PID, and approves related items.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This resolution has been reviewed by the city's land use attorney.

Supporting Documents:

- Proposed Resolution with Preliminary SAP and Public Notice

Staff Recommendation:

Staff Recommends Approval

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF PHASE #2 IMPROVEMENTS TO BE FINANCED BY THE CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT; APPROVING AN UPDATED PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED PHASE #2 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED PHASE #2 ASSESSMENT ROLL WITH THE CITY SECRETARY; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR MARCH 13, 2018 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED PHASE #2 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

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

WHEREAS, on April 8, 2014 the City Council conducted a public hearing to consider a petition received by the City on April 8, 2014 titled “Petition for the Creation of a Public Improvement District Within the City of Celina, Texas, for the Creeks of Legacy Public Improvement District” requesting the creation of a public improvement district; and

WHEREAS, on April 29, 2014, the City Council approved Resolution No. 2014-17R (the “Authorization Resolution”), authorizing, establishing and creating the Creeks of Legacy Public Improvement District (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$40,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “Authorized Improvements”); and

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

WHEREAS, on June 18, 2014, the City Council adopted Ordinance No. 2014-26, which approved the District Service and Assessment Plan dated June 18, 2014 (the “SAP”); and

WHEREAS, in addition to approving the SAP, Ordinance No. 2014-26 levied assessments against property within the District; and

WHEREAS, the property within the District is being developed in phases, the second phase of which includes approximately 106 acres (“Phase #2”); and

WHEREAS, the City desires to amend the SAP to reflect the Phase #2 Improvements (as defined in the Preliminary Amended SAP) and the construction of and development of Phase #2 of the District; and

WHEREAS, the anticipated levy and assessment amount for the Phase #2 Improvements is approximately \$6,875,000.00, as referenced in Table IV-B-2 of the Preliminary Amended SAP; and

WHEREAS, the City Council and the City staff have been presented an “Amended Creeks of Legacy Public Improvement District Preliminary Service and Assessment Plan”, including the proposed assessment roll attached as Appendix H (the “Proposed Phase #2 Assessment Roll”), dated February 13, 2018 (collectively, the “Preliminary Amended SAP”), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary Amended SAP sets forth the estimated total costs of the Phase #2 Improvements to be financed by the District for the second phase of development and the Proposed Assessment Roll states the assessments proposed to be levied against each parcel of land in Phase #2 of the District as determined by the method of assessment chosen by the City; and

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

WHEREAS, the Act requires that a public hearing (the “Assessment Hearing”) be called to consider the Preliminary Amended SAP and proposed Phase #2 assessments and requires the

City Council to hear and pass on any objections to the Preliminary Amended SAP and proposed Phase #2 assessments at, or on the adjournment of, the Assessment Hearing; and

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

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

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

SECTION 2. THAT the City Council does hereby accept the Preliminary Amended SAP for the District, including the Proposed Phase #2 Assessment Roll a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Amended SAP.

SECTION 3. THAT the City Council hereby determines that the total costs of the Phase #2 Improvements to be financed by the District are as set forth in Table III-C of the Preliminary Amended SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Phase #2 Improvements shall be subject to and contingent upon City Council approval of a final Amended SAP which will include final Phase #2 Assessment Roll, after the properly noticed and held Assessment Hearing.

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

SECTION 6. THAT the City Council expressly defers the levy of assessments against property within future phases for phase-specific improvements that will benefit only the property within each subsequent phase until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in Section III(E) and Section V(D)(4) of the Preliminary Amended SAP.

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

SECTION 8. THAT the City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *March 13, 2018 at 5:00 p.m. at Celina City Council Chambers, 112 N. Colorado St., Celina, Texas 75009*, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on Phase #2 within the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on *March 13, 2018*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City, on or before March 2, 2018 as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Phase #2 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *March 13, 2018*, on or before March 2, 2018, as required by Section 372.016(c) of the Act.

SECTION 11. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *March 13, 2018* meeting of the City Council.

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

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

ATTEST:

Chad Anderson, Mayor Pro-Tem

Vicki Faulkner, City Secretary

EXHIBIT A

AMENDED PRELIMINARY SERVICE AND ASSESSMENT PLAN

Draft

CREEKS OF LEGACY
PUBLIC IMPROVEMENT DISTRICT
PRELIMINARY SERVICE AND ASSESSMENT PLAN

JUNE 18, 2014
AS UPDATED FOR PHASE #2 ON _____, 2018

CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

Table of Contents

Section I	Plan Description and Defined Terms	1
Section II	Property Included in the PID	8
Section III	Description of Authorized Improvements	9
Section IV	Service Plan	13
Section V	Assessment Plan	17
Section VI	Terms of the Assessments	25
Section VII	Assessment Roll	30
Section VIII	Miscellaneous Provisions	32

List of Appendix

Appendix A	The PID Map
Appendix B	Estimated Costs of the Authorized Improvements
Appendix C	Diagrams of the Authorized Improvements
Appendix D	Lot Types and Equivalent Units
Appendix E	Allocation of Assessments
Appendix F	Phases #2–3 Major Improvement Assessment Roll
Appendix G	Phase #1 Assessment Roll
Appendix H	Phase #2 Assessment Roll

Section I PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On April 29, 2014 (the “Creation Date”) the City Council of the City of Celina, Texas (the "City") passed and approved Resolution No. 2014-17R approving and authorizing the creation of the Creeks of Legacy Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in the PID (the “Authorized Improvements”), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in approximately three phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on the all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be provided for that phase.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. The Creeks of Legacy Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Rolls for the PID are included as Appendix F, G and H of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Administrator” means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and codes with respect to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual

principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments, as shown on the Assessment Rolls attached hereto as Appendix F, Appendix G and Appendix H, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the prepayment reserve described in Section IV of this Service and Assessment Plan, and (iii) the delinquency reserve.

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

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

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and includes the Assessments including those collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means, as applicable, the Phases #2 – 3 Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll an Assessment Roll, an Assessment Roll for Phases #2 - 3 of development or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Authorized Improvement Costs” mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

“Certification for Payment” means the certificate to be provided by the Developer, or his

designee, to substantiate the Actual Cost of one or more Authorized Improvements. “

“**City**” means the City of Celina, Texas.

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

“**Delinquent Collection Costs**” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“**Developer**” means CADG Frontier 192, LLC, a Texas limited liability company.

“**Equivalent Units**” mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix D attached hereto.

“**Future Phases**” means Phases that are fully developed after Phase #1, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

“**Homeowner Association Property**” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a home owners’ association.

“**Lot**” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Denton County, Texas.

“**Lot Type**” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“**Lot type 1**” means lots identified as such on the Assessment Roll, being lots with approximately 7,700 square feet size and a lot width of 70 feet, which may be referred to as such in PD #46.

“**Lot type 2**” means lots identified as such on the Assessment Roll, being lots with approximately 6,600 square feet size and a lot width of 60 feet, which may be referred to as such in PD #46.

“**Lot type 3**” means lots identified as such on the Assessment Roll, being lots with approximately 5,500 square feet size and a lot width of 50 feet, which may be referred to as such in PD #46.

“**Major Improvements**” or “**MI**” mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI. E. 2.

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

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

“Phase #1” means the initial Phase to be developed, identified as “Phase #1” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

“Phase #1 Assessed Property” means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

“Phases #1 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

“Phase #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #1 Bonds” mean collectively the Phase #1A Bonds and the Phase #1B Bonds to be issued by the City to finance the Phase #1 Improvements.

“Phase #1 Improvements” mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Authorized Improvements which only benefit Phase #1 Assessed Property and are described in Section III.C.

“Phase #1A Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Improvement District Phase #1 Project)" that are secured primarily by Phase #1 Assessment Revenue.

“Phase #1B Bonds” mean the bonds to be issued subsequent to the Phase #1A Bonds to finance the remaining costs of the Phase #1 Improvements and that will be secured primarily by Phase #1

Assessment Revenue.

“Phase #2” means the second Phase to be developed, identified as “Phase #2” and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

“Phase #2 Assessed Property” means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll against which an Assessment relating to the Phase #2 Improvements is levied.

“Phases #2 Assessment Revenues” mean the actual revenues received by or on behalf of the Town from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Improvements.

“Phase #2 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix H, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #2 Improvements” mean the Authorized Improvements which only benefit Phase #2 Assessed Property and are described in Section III.D.

“Phased PID Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

“Phases #2 - 3” mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

“Phases #2 - 3 Assessed Property” means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

“Phases #2 - 3 Major Improvements” mean (i) the pro rata portion of the Major Improvements allocable to Phases #2 - 3 and are described in Section III.C.

“Phases #2 - 3 Major Improvement Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2 - 3 Assessed Property, or the Annual Installments thereof, for the Major Improvements.

“Phases #2 - 3 Major Improvement Assessment Roll” means the document included in this Service and Assessment Plan as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phases #2 – 3 Major Improvement Bonds” mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Improvement District Phases #2 – 3 Major Improvement Project)" that are secured primarily by Phases #2 - 3 Major Improvement Assessment Revenues.

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

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

“PD #46” means Planned Development District, #46 passed and approved by the City pursuant to Ordinance No 2014-06 dated as of February 11, 2014.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

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

“Reimbursement Agreement” means each Reimbursement Agreement by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of certain Authorized Improvements and the City agrees to reimburse the Developer for the Actual Costs of those Authorized Improvements funded by the Developer with interest as permitted by the Act.

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

“TIRZ No. 2” means the Tax Increment Reinvestment Zone No. 2, City of Celina, Texas.

“TIRZ Credit” means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to Section VI (B) of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 2 Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. 2 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI.B of this Service and Assessment Plan.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

Section II PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is presently located within the City and contains approximately 322 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,021 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (1,021) and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development Type	Quantity	Measurement
Single Family Residential – 70 Feet	183	units
Single Family Residential – 60 Feet	495	units
Single Family Residential – 50 Feet	343	units
Total	1,021	units

B. Property Included in Phase #1, Phase #2 and Phases #2 - 3

Phase #1 consists of approximately 120 acres and is projected to consist of 427 single family residential units, to be developed as Phase #1, as further described in Section III. Phase #1 consists of approximately ___ acres and is projected to consist of 402 single family residential units, to be developed as Phase #2. Phases # 2 - 3 consist of approximately 202 acres and are projected to consist of approximately 594 residential units. A map of the property within Phase #1 and Phases #2 – 3 and depicting the boundaries of each proposed Phase is shown in Appendix A.

C. Property Included in Future Phases

As Phases are developed, additional Bonds will be issued for each new phase. In connection with the issuance of each new Phased PID Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix F, Appendix G and Appendix H.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

Section III DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

- (a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.
- (b) A public improvement may include:
 - (i) landscaping;
 - (ii) erection of fountains, distinctive lighting, and signs;
 - (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
 - (iv) construction or improvement of pedestrian malls;
 - (v) acquisition and installation of pieces of art;
 - (vi) acquisition, construction, or improvement of libraries;
 - (vii) acquisition, construction, or improvement of off-street parking facilities;
 - (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
 - (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
 - (x) the establishment or improvement of parks;
 - (xi) projects similar to those listed in Subdivisions (i)-(x);
 - (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and

- (xiv) payment of expenses incurred in the establishment, administration and operation of the district.

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the diagram included as Appendix C should be undertaken by the City for the benefit of the property within the PID.

B. Description of Estimated Costs of Major Improvements

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the Equivalent Units as calculated and shown in Appendix D using the planned lot types and anticipated number of lots.

The Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Major Improvements are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

Frontier Parkway is currently a 2-lane gravel road. The Creeks of Legacy development will expand that to a 3-lane (120' right-of-way) paved road approximately 7,485. Legacy Drive is currently a 2-lane gravel road. The Creeks of Legacy development will expand that to a six lane (120' right-of-way) paved road approximately 3,430 linear feet.

Water Distribution System Improvements:

Currently, there are no water services adjacent to the development. A twelve (12") inch water line will be constructed to serve the development. The line starts at an existing stub near the entrance of Light Farms to the northeast. The line will continue along the east side of the Dallas North Tollway (DNT). The line will cross underneath the DNT and along the north side of Frontier Parkway. The total length along the DNT is 5,685 linear feet. An additional 12 inch water line extension will extend along Frontier Parkway to the west side of the Creeks of Legacy boundary and along Legacy Dr for approximately 16,594 linear feet.

Sanitary Sewer Improvements:

An existing thirty six (36") inch Doe Branch sanitary sewer line is located north of the development. An eighteen (18") inch gravity sanitary sewer line is proposed to connect into Doe Branch and then reduces to a fifteen (15") inch gravity flow sewer line that runs along Frontier Parkway until it reaches the DNT. The proposed line is designed to carry the flow of the development along with the future commercial tracts that will be located between the development and the DNT. The sanitary sewer line has also factored approximately 500 acres of commercial tracts located east of the DNT. This line benefits the entire development along with the surrounding future areas.

Storm Drainage Improvements

The site drains in two directions. Approximately half of the property drains north towards the Doe Branch Creek, while the remaining half drains to the existing creek located on the south side of the development. Enclosed storm drainage in the northern portion (East of Legacy Drive) drains into Doe Branch Creek, while the southern portion drains into the stream south of the property. The west portion of the PID (Stonegate/Wu) drains into the Doe Branch Creek using enclosed storm drains and open channels. Drainage improvements of each builder shall consist of underground reinforced concrete storm sewer pipes, inlets, and rock riprap protection at outfalls.

Table III-A-1
Original Estimated Major Improvement Costs

Authorized Improvements	Total Estimated Major Improvement Costs
Road improvements including right-of-way	\$6,665,000
Water distribution system improvements	\$1,305,000
Sanitary sewer collection system improvements	\$1,415,000
Storm sewer collection system improvements	\$2,665,000
Soft costs including PID creation, City, professional and miscellaneous soft costs	\$1,250,000
Total – Estimated Major Improvement Costs	\$13,300,000

The costs shown in Table III-A are current estimates and may be revised in Annual Service Plan Updates.

According to the Developer, additional Major Improvements (the “Additional Major Improvements”) are being constructed within the PID. The Additional Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Major Additional Improvements are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

The northern two lanes of Frontier Parkway (25’ wide paving section) will be extended from Doe Creek Branch (Collector Road) to Legacy Drive, a distance of approximately 2,200 l.f. This section will include a bridge over a drainage area. The Creeks of Legacy development will extend the eastern two lanes of Legacy Drive (25’ wide paving section) from Frontier Parkway north to Clear Creek Parkway (Collector Road), with a full intersection at Clear Creek Parkway. Legacy Drive’s western two lanes will be constructed from the intersection with Clear Creek Parkway north for approximately 700 l.f. Clear Creek Parkway (45’ wide paving section) will be extended from its intersection with Legacy Drive eastward approximately 700 l.f., connecting with the existing roadway.

Water Distribution System Improvements:

Approximately 5,500 l.f. of twelve (12") inch water line will be constructed adjacent to Frontier Parkway from Doe Creek Branch to Legacy Drive, and then north along Legacy Drive to a point north of Clear Creek Parkway.

Sanitary Sewer Improvements:

An eight (8") inch sanitary sewer line will be extended from the intersection of Legacy Drive and Clear Creek Parkway west for approximately 160'.

Storm Drainage Improvements

Drainage improvements along the right-of-ways and paving sections shall consist of underground reinforced concrete storm sewer pipes, storm inlets, storm outlets, gabion structures, deepening of an existing detention pond, and rock riprap protection at outfalls.

Table III-A-2
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Estimated Additional Major Improvement Costs
Road improvements including right-of-way	\$1,330,604
Water distribution system improvements	\$434,916
Sanitary sewer collection system improvements	\$19,932
Storm sewer collection system improvements	\$1,660,560
Soft costs including PID creation, City, professional and miscellaneous soft costs	\$861,022
Total – Estimated Additional Major Improvement Costs	\$4,307,034

C. Description of Estimated Costs of Phase #1 Improvements

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The costs of the Phase #1 Improvements are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

All on-site areas will be served by 31-foot wide, concrete streets within 50' right-of-ways. On-site roads will include 4' sidewalks within 9.5' parkways.

Water Distribution System Improvements:

A network of eight (8) inch water lines will be installed within the road right-of-way to serve the development. The on-site water lines will be connected to water mains along Collector A and Collector B.

Sanitary Sewer Improvements:

A network of eight (8) inch sanitary sewer line will be installed within the road right-of-way to serve the development. The on-site sanitary lines will connect to sanitary sewer main lines along Collector A, Collector B, Frontier Parkway and Legacy Drive. The sanitary sewer main lines connect to an existing regional sewer line along Doe Branch located northwest of the Phase #1 area.

Storm Drainage Improvements

The site drains in two directions. Approximately half of the property drains north towards the Doe Branch Creek, while the remaining half drains to the existing creek located on the south side of the development. Enclosed storm drainage in the northern portion (East of Legacy Drive) drains into Doe Branch Creek, while the southern portion drains into the stream south of the property. Drainage improvements of each builder shall consist of underground reinforced concrete storm sewer pipes, inlets, detention ponds and rock riprap protection at outfalls.

Table III-B
Estimated Phase #1 Improvement Costs

Authorized Improvements	Total Estimated Phase #1 Improvement Costs
Road improvements	\$2,665,000
Water distribution system improvements	\$790,000
Sanitary sewer collection system improvements	\$1,090,000
Storm sewer collection system improvements	\$1,475,000
Soft costs including PID creation, City, professional and miscellaneous soft costs	\$2,508,639
Subtotal – Estimated Phase #1 Improvement Costs	\$8,528,639
Add: Proportional share of estimated Major Improvement Costs ¹	\$5,736,361
Proportional share of Additional Major Improvement Costs ¹	\$1,857,647
Total Estimated Phase #1 Improvement Costs	\$16,122,647

¹ See Section V(C) for allocation of Major Improvement costs to Phase #1.

Additional details of the Phase #1 Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V (C).

D. Description of Estimated Costs of Phase #2 Improvements

The Phase #2 Improvements that benefit only Phase #2 are described below. The costs of the Phase #2 Improvements are shown in Table III-C. The costs shown in Table III-C are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Road Improvements:

All on-site areas will be served by 31-foot wide, concrete streets within 50' right-of-ways. On-

site roads will include 4' sidewalks within 9.5' parkways.

Water Distribution System Improvements:

A network of eight (8) inch water lines will be installed within the road right-of-way to serve the development. The on-site water lines will be connected to water mains along Collector A and Collector B.

Sanitary Sewer Improvements:

A network of eight (8) inch sanitary sewer line will be installed within the road right-of-way to serve the development. The on-site sanitary lines will connect to sanitary sewer main lines along Collector A, Collector B, Frontier Parkway and Legacy Drive. The sanitary sewer main lines connect to an existing regional sewer line along Doe Branch located northwest of the Phase #1 area.

Storm Drainage Improvements

The site drains in two directions. Approximately half of the property drains north towards the Doe Branch Creek, while the remaining half drains to the existing creek located on the south side of the development. Enclosed storm drainage in the northern portion (East of Legacy Drive) drains into Doe Branch Creek, while the southern portion drains into the stream south of the property. Drainage improvements of each builder shall consist of underground reinforced concrete storm sewer pipes, inlets, and rock riprap protection at outfalls.

Table III-C
Estimated Phase #2 Improvement Costs

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

The costs shown in Tables III-A, III-B and III-C are estimates and may be revised in Annual Service Plan Updates. The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

E. Future Phase Authorized Improvements

As Phases are developed, additional Phased Bonds will be issued to finance Authorized

Improvements for each Future Phase. As Phased PID Bonds are issued for each Future Phase, this Service and Assessment Plan will be updated to identify the specific Authorized Improvements financed by such Phased PID Bonds that benefit each Phase (e.g., a Table III-C will be added to show the estimated costs for Phase 2 Authorized Improvements, etc.).

Section IV SERVICE PLAN

A. Sources and Uses of Funds

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 12 months to construct the Major Improvements to be financed with the Phases #2 - 3 Major Improvement Bonds and approximately 12 months for the Phase #1 Improvements to be constructed. At some point after all or a portion of the Major Improvements and Phase #1 Improvements are constructed, Phase #2 will begin development. After Phase #2 is developed, it is anticipated that Phase #3 will begin development, and so on, with each Future Phase to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The estimated Actual Costs for Major Improvements and Phase #1 Improvements plus costs related to the issuance of the Bonds, in one or more series, for the Major Improvements and Phase #1 Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is \$24,413,055 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

Table IV-A summarizes the sources and uses of funds required to construct the Major Improvements to be financed with the Phases #2 - 3 Major Improvement Bonds and Phase #1 Improvements, establish the PID, and issue the Phase #1 PID Bonds and Phases #2 – 3 Major Improvement Bonds. The sources and uses of funds shown in Table V-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

Table IV-B-2 summarizes the sources and uses of funds required to construct the Phase #2 Improvements to be financed with the Phase #2 Assessment Revenues. The sources and uses of funds shown in Table IV-B-2 shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

As Future Phases are developed in connection with the issuance of Phased PID Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-A will be amended to add Phase #2, etc.).

Bonds to finance the Major Improvements and Phase #1 Improvements are expected to be issued starting in 2014. Table IV-A shows the sources and uses of the Bonds.

Table IV-A
Estimated Sources and Uses

Sources of Funds	Phase #1A Bonds	Phase #1 Reimbursement Agreement	Phases #2-3A Major Improvement Bonds	Total
Estimated Bond par amount	\$8,750,000	\$3,750,000	\$6,575,000	\$19,075,000
Other funding sources	\$542,012	\$4,280,000	\$516,043	\$5,338,055
Total Sources	\$9,292,012	\$8,030,000	\$7,091,043	\$24,413,055
Uses of Funds				
<i><u>Major Improvements</u></i>				
Road improvements	\$1,673,669	\$1,200,981	\$2,571,523	\$5,446,172
Water distribution system improvements	\$327,703	\$235,151	\$503,501	\$1,066,355
Sanitary sewer improvements	\$355,325	\$254,972	\$545,942	\$1,156,239
Storm drainage improvements	\$669,216	\$480,212	\$1,028,223	\$2,177,652
Other soft and miscellaneous costs	\$313,891	\$225,240	\$482,281	\$1,021,413
Subtotal	\$3,339,804	\$2,396,556	\$5,131,470	\$10,867,831
<i><u>Phase 1 Improvements</u></i>				
Road improvements	\$1,161,501	\$1,503,499	\$0	\$2,665,000
Water distribution system improvements	\$344,310	\$445,690	\$0	\$790,000
Sanitary sewer improvements	\$475,061	\$614,939	\$0	\$1,090,000
Storm drainage improvements	\$642,857	\$832,143	\$0	\$1,475,000
Other soft and miscellaneous costs	\$1,093,354	\$1,415,285	\$0	\$2,508,639
Subtotal	\$3,717,083	\$4,811,556	\$0	\$8,528,639
Estimated Bond issue costs	\$2,235,125	\$821,887	\$1,959,573	\$5,016,585
Total Uses	\$9,292,012	\$8,030,000	\$7,091,043	\$24,413,055

Notes: The information provided is based on the draft bond cash flows and is subject to change as the bond cash flows are updated. Phase #1 Improvements include the Authorized Improvements listed under this heading plus the estimated \$5.736 mil pro rata share of the Major Improvements allocated to Phase #1.

The Phase #1A Reimbursement Agreement will finance the remaining Phase #1 Improvements after a portion of such improvements are financed through the Bonds to be issued in 2014.

The costs of Phases #2 Improvements are anticipated to be financed through a reimbursement agreement (the "Phase #2 Reimbursement Agreement"). The Town may elect to issue one or more series of Bonds (the "Phase #2 Bonds") secured by the Phase #2 Assessments to finance the costs of the Phase #2 Improvements, including paying any amounts owed for the Phase #2 Improvements under the Phase #2 Reimbursement Agreement. It is anticipated that in 2018 or

2019 after some or all of the Phase #2 Improvements are constructed, the Town may consider issuing such Phase #2 Bonds and pay obligations under the Phase #2 Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #2 Improvements.

Table IV-B-2 shows the sources and uses of the Phase #2 Reimbursement Agreement obligation for Phase #2 Improvements.

Table IV-B-2
Estimated Sources and Uses – Phase #2 Improvements

Sources of Funds	Phase #2 Reimbursement Agreement
Phase #2 Assessments	\$6,875,000
Other funding sources	\$139,841
Total Sources	\$7,041,841
Uses of Funds	
<u>Phase#2 Improvements</u>	
Road improvements	\$3,101,987
Water distribution system improvements	\$1,109,646
Sanitary sewer improvements	\$809,669
Storm drainage improvements	\$630,512
Other soft and miscellaneous costs	\$1,363,027
Total Uses	\$7,041,841

The Phase #1 Bonds shown in Table IV-A are anticipated to be issued in two series. The first series of Phase #1 Bonds (“Phase #1A Bonds”) are anticipated to be issued in 2014 and will be used to pay and/or reimburse the Developer for a portion of the costs of Phase #1 Improvements. The remaining costs of Phase #1 Improvements will be financed through a Reimbursement Agreement dated as of June 18, 2014 (the “Phase #1 Reimbursement Agreement”), which is anticipated to be replaced by the second series of Phase #1 Bonds (“Phase #1B Bonds”). The Phase #1B Bonds are anticipated to be issued in 2017 or 2018 after some or all of the Phase #1 Improvements are constructed and will be used to pay replace the Reimbursement Agreement and/or reimburse the Developer for the remaining portion of the costs of Phase #1 Improvements.

The Phases #2 - 3 Major Improvement Bonds shown in Table IV-A are anticipated to be issued in 2014. The Phases #2 - 3 Major Improvement Bonds to be issued in 2014 will be used to pay and/or reimburse the Developer for a portion of the costs of Phases #2 - 3 Major Improvements. The remaining costs of Phases #2 - 3 Major Improvements will be financed through future Bonds, which may be issued separately or combined with improvement costs for Future Phases.

As Future Phases are developed, additional Bonds will be issued for each new future phase improvements. Phase #2 Bonds will be issued to finance the Authorized Improvements required for Phase #2 and Phase #3 Bonds will be issued to finance the Authorized Improvements required for Phase #3 as each future phase is developed. Each Future Phase Bond may also be issued in one or more series of Bonds. The projected chronology of the Bonds is presented below.

Series 2014 - Phase #1A Bonds to finance (i) the pro-rata costs of the Major Improvements allocable to Phase #1 and, (ii) a portion of the Authorized Improvements that benefit only Phase #1. It is likely that this and the subsequent 'A' financings for each phase will only be able to fund a part of the internal public infrastructure (to maintain a prudent VtL) and the balance will be funded by a subsequent 'B' financing for each phase once the development within each phase is substantially complete as is contemplated with the issuance of the Phase #1B Bonds.

Phases #2-3 Major Improvement Bonds to finance the pro-rata costs of the Major Improvements allocable to Phases #2-3 that benefit only Phases #2-3. It is possible the balance will be funded by a subsequent 'B' financing for the Phases #2-3 Major Improvements once the development within Phases #2-3 is commenced.

Series 2017-18 Phase #1B Bonds to finance or to reimburse the Developer for the remaining costs of the Phase #1 Improvements.

Series 2017-18 Phase #2A Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #2 and the remaining pro-rata costs of the Major Improvements allocable to Phases #2-3. It is possible that this and the subsequent 'A' financings for each phase will only be able to fund a part of the internal public infrastructure (to maintain a prudent VtL) and the balance of the Phases #2-3 Major Improvements will be funded by a subsequent 'B' financing once the development within Phases #2-3 is commenced.

Series 2020-21 Phase #3A Bonds to finance a part of the internal subdivision Authorized Improvements within Phase #3, and

Phase #2B parity bonds to complete the Developer reimbursements for the internal subdivision Authorized Improvements within Phase #2.

Series 2021-22 Phase #3B parity bonds to complete the Developer reimbursements for the internal subdivision Authorized Improvements within Phase #3.

The annual projected costs and annual projected indebtedness is shown by Table IV-C. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds
2014	\$16,383,055	\$15,325,000	\$1,058,055
2015	\$0	\$0	\$0
2016	\$0	\$0	\$0
2017	\$8,030,000	\$3,750,000	\$4,280,000
2018	\$11,348,875	\$6,875,000	\$139,841
Total	\$35,761,930	\$25,950,000	\$5,477,896

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Major Improvements shown in Table III-A, the Phase #1 Improvements shown in Table III-B, the Phase #2 Improvements shown in Table III-C and the costs associated with setting up the PID and costs of issuance including reserves shown in Table V-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer. As Future Phases are developed, in association with issuing Phased PID Bonds, this Table IV-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 the Phased PID Bonds.

Section V ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1A Bonds and the Phases #2 – 3 Major Improvement Bonds to be issued in 2014 and the Phase #1B Bonds, subsequent financings are to be issued over the upcoming decade as the three subsequent phases (Phases #2 and #3) of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements can be reimbursed by a subsequent parity lien bond financing, secured by the same special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion. For example, the Phase #1A Bonds to be issued to finance a portion of the Phase #1 Improvements, including the pro-rata costs of the Major Improvements allocable to Phase #1 Assessed Property, followed by a second parity lien issuance of bonds (the Phase #1B Bonds) demonstrates this analysis.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvements and Phase #1 Improvements shall be allocated as described below:

1. The Major Improvement and Phase #1 Improvement costs shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such

method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken in to consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home process provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the improvements.
3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.
4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.
5. The Major Improvement costs are proportionally allocated to the Phases #2 – 3 Assessed Property and the Phase #1 Assessed Property based on the ratio of total Equivalent Units estimated for the Phases #2 - 3 Assessed Property and the Phase #1 Assessed Property.
6. The Phases #2 - 3 Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2 – 3 Assessed Property based on the total Equivalent Units estimated for each Parcel.
7. The Phase #1 Improvement costs (including Phase #1 Assessed Property's proportional share of the costs of the Major Improvements) are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units estimated for each Parcel.
8. The Phase #2 Improvement costs are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements and Phase #1 Improvements.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from internal subdivision Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds. Therefore, at this time Parcels will only be assessed for the special benefits conferred upon the Parcel because of the Major Improvements and Phase #1 Improvements.

In connection with the issuance of Phased PID Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements and Phase #1 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Phases #2 – 3 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the

Major Improvements and Phase #1 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the Act. These improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The public improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the public improvements will pay interest that is exempt from federal income tax. As a

result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve; (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Assessments result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Assessments result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Costs to Assessed Property

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of estimated costs for each Major Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 427 residential units. As shown in Appendix D, the total Equivalent Units for Phase #1 is calculated as 374.80. Phases #2 – 3 are projected to contain 594 residential units resulting in a total of 494.19 Equivalent Units as shown in Appendix D. The Total projected Equivalent Units in the PID is, therefore, calculated to be 868.99 (i.e., 374.80 +

494.19 = 868.99). As a result, 43.13 percent of the estimated costs of Major Improvements (i.e. $374.80 \div 868.99 = 43.13\%$) are allocated to the Phase #1 Assessed Property and 56.87 percent of the estimated costs Major Improvements (i.e., $494.19 \div 868.99 = 56.87\%$) are allocated to the Phases #2 - 3 Assessed Property. The Phases #2 – 3 Major Improvement Bonds will fund the proportionate share of the estimated costs of the Major Improvement allocated to Phases #2 – 3; and, Phase #1 Bonds will fund Phase #1's proportionate share of the estimated costs of the Major Improvements.

Table V-A
Allocation of Major Improvement Costs

Major Improvement Estimated Costs	
Authorized Improvement	Estimated Costs
Road Improvements	\$6,665,000
Water Improvements	\$1,305,000
Sanitary Sewer Improvements	\$1,415,000
Storm Drainage Improvements	\$2,665,000
Other soft and miscellaneous costs	\$1,250,000
Total Major Improvements	\$13,300,000
Phase #1	
Projected total Equivalent Units ¹	374.80
% of total Equivalent units	43.13%
Proportionate Share of Costs	\$5,736,361
Phases #2 - 3	
Projected total Equivalent Units	494.19
% of total Equivalent units	56.87%
Proportionate Share of Costs	\$7,563,639
Notes: 1 - See Appendix D for the detailed calculation of Equivalent Units	

D. Assessment Methodology

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

1. Assessment Methodology for the Major Improvements for Phases #2 - 3

For purpose of this Service and Assessment Plan, the City Council determined that the portion of Actual Costs of the Major Improvement costs to be allocated to Phases #2 - 3 shall be allocated to the Phases #2 - 3 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types,

number and average home value of Lots anticipated to be developed on each Parcel. Having taken into consideration the matters described under Sections V (A) and (B) above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the Lot Types. These classifications (from Lot Type 1 (70 Ft Lots) representing the highest residential value to Lot Type 3 (50 Ft Lot) representing the lowest value. Assessments are allocated to each land use class on the basis of the average value for each Lot Type. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each Lot Type, setting the Equivalent Unit factor for Lot Type 1 (70 Ft Lots) to 1.0.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2 - 3 is shown on the Phases #2 – 3 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. *Assessment Methodology for Phase #1*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements, including and the portion of the Major Improvements to be financed with the Phase #1 Bonds, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #1. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #1 Improvements and the portion of the Major Improvements that benefit Phase #1 provided by Peloton Land Solutions, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each

Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot type.

3. *Assessment Methodology for Phase #2*

For purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the Phase #2 Improvements shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #2. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the Town Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the estimates of the costs of the Phase #2 Improvements and the portion of the Phase #2 Improvements that benefit Phase #2 provided by the project engineer, as set forth in Table III-C, the Town Council has determined that the benefit to Phase #2 property of the Phase #2 Improvements is at least equal to the Assessments levied on the Phase #2 property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the Town Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot type.

4. Assessment Methodology for Future Phases

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. Assessments

The Assessments for the Phase #1 Bonds and the Phases #2 – 3 Major Improvement Bonds will be levied on each Parcel according to the Phases #2 – 3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, attached hereto as Appendix F and Appendix G, respectively. The Annual Installments for the Phases #2 – 3 Major Improvement Bonds and the Phase #1 Bonds will be collected at the time and in the amounts shown on the Phases #2 – 3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

F. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. Prepayment Reserve

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with up to 0.20% allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Bonds are prepaid and up to 0.30% allocated to fund a delinquency reserve account as described below. The prepayment reserve shall be funded until it reaches 1.50% of the outstanding Bonds as stipulated in the Bond documents. Once the prepayment reserve is funded in full, any additional interest collected shall be allocated to fund delinquent payments as described in H below.

H. Delinquency Reserve

The City has allocated up to 0.30% of the interest rate component of the Annual Installments to offset any possible delinquent payments. The additional reserve shall be funded up to 4% of the

outstanding Bonds, but in no event will the annual collection, together with the Prepayment reserve, be more than 0.50% of the outstanding Bonds. The City may allocate up to 0.50% of the interest rate component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or reduce the Assessments, as determined by the City Council.

I. TIRZ Credit

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues (the 47.63% of the property tax increment collected and deposited into the TIRZ No. 2 tax increment fund) generated from each Parcel to offset a portion of such Parcel's PID assessments (the "TIRZ Credit"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel. The TIRZ Credit applicable to each Parcel shall be calculated as described under Section VI (B) of this Service and Assessment Plan.

Section VI TERMS OF THE ASSESSMENTS

A. Amount of Assessments and Annual Installments for Parcels Located within Phases #2 - 3

The Assessment and Annual Installments for each Assessed Property located within Phases #2 - 3 are shown on the Phases #2 – 3 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phases #2 – 3 Major Improvement Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, to cover Administrative Expenses of Phases #2 - 3.

B. Amount of Assessments and Annual Installments for Parcels Located Within Phase #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #1 Bonds, to fund the prepayment reserve and delinquency reserve described in Section V, and to cover Administrative Expenses of Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel. The TIRZ Credit for each Parcel shall be calculated using the following formula:

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

Where the terms have the following meanings:

- A = the TIRZ Credit amount for a Parcel
- B = the total TIRZ Revenues collected for the preceding year
- C = the total Equivalent Unit of the Parcel
- D = the total Equivalent Units of all Parcels

The TIRZ Revenues collected in any given year shall be used to calculate the TIRZ Credit in the following year (i.e., TIRZ Revenues collected in 2015 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2016). TIRZ Credits shall be calculated for those Parcels that are subject to Assessments by the PID. The total TIRZ Revenues collected from all Parcels in each Phase shall be used to calculate the TIRZ Credit applicable to each Parcel within the Phase based on the above formula. The total TIRZ increment amount generated by all Phase #1 Assessed Property will be divided by the total Equivalent Units in Phase #1 to determine the TIRZ credit applicable to each Phase #1 Assessed Property. The total TIRZ increment amount generated by all Phases #2 - 3 Assessed Property will be divided by the total Equivalent Units in Phases #2 - 3 Assessed Property to determine the TIRZ credit applicable to each Phases #2 - 3 Assessed Property. The Equivalent Units to be used for the calculation of the TIRZ Credit shall be determined by the Administrator based on the information available to the

Administrator at the time of such calculations.

This method of allocating the TIRZ Revenues to all Parcels in a Phase would result in equal amount of TIRZ Credits applied to similar Parcels, However, it may result in lower amounts applied as TIRZ Credit for Parcels that generate higher than average TIRZ Revenues. The TIRZ Revenues can be applied proportionally to calculate the TRIZ Credits for each Parcel generating the TIRZ Revenues if the TIRZ Credit is calculated separately for each Parcel and such TIRZ Credit is directly applied on a Parcel-by-Parcel basis.

Accordingly, the TIRZ Credit calculation methodology described in the Service and Assessment Plan has been updated herein as follows as approved by the City Council as part of the Annual Service Plan Update for 2016-17:

The TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate the Parcel's TIRZ Credit for such Parcel (and/or new Parcels subdivided from such Parcel) in the following year (i.e., TIRZ Revenues collected in 2017 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2018). The TIRZ Credit shall be calculated for those Parcels that are subject to Assessments in the PID and have generated TIRZ Revenues.

C. Amount of Assessments and Annual Installments for Parcels Located Within Phase #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Phase #2 Reimbursement Agreement and to cover Administrative Expenses of Phase #2. The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Credit applicable to the Parcel. The TIRZ Credit for each Parcel shall be calculated in the same manner as shown for Phase #1 above.

D. Amount of Assessments and Annual Installments for Parcels Located Within Future Phases

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase 2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. Reallocation of Assessments

1. Subdivision

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

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

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

E. 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.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the Act.

F. Reduction of Assessments

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such

series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Collection Costs, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Collection Costs. The Principal Portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced Principal Portion of the Bonds is equal to the outstanding principal amount of the Bonds.

G. Payment of Assessments

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds and (ii) 9.79 percent per annum. The Phases #2 - 3 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on Bond interest rates of 6.75%, 7.25% and 7.625% for the Phases #2 - 3 Bonds due in 2024, 2032 and 2040, respectively, and additional interest at the rate of 0.5% for administrative expenses, Prepayment Reserve and Delinquency Reserve. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on Bond interest rates of 6.375%, 6.625% and 7.00% for the Phases #1A Bonds due in 2028, 2032 and 2040, respectively, Phase #1 Reimbursement Agreement interest rates of 7.79% for years 1 through 5 and 6.79% for years 6 through 31 and additional interest at the rate of 0.5% for administrative expenses, Prepayment Reserve and Delinquency Reserve. Each Assessment for Phase #2 shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during the 30-days prior to the date of Phase #2 Assessment levy was ____%. The Town has determined that the Assessments shall bear interest at the rate of ____% per annum for years 1 through 5 and ____% per annum following the fifth Annual Installment, which rate are equal to both the initial maximum allowable rate of interest of ____% as well as the maximum allowable rate of interest following the fifth Annual Installment, which would be ____%. Furthermore, the principal and interest component of the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Rolls, updated with the actual interest rates on the Bonds and the Phase #1 Reimbursement Agreement and, the estimated interest rates on the Phase #2 Reimbursement Agreement are shown as Appendix F, Appendix G and Appendix H.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

F. Collection of Annual Installments

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the Act.

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

Section VII THE ASSESSMENT ROLL

A. Major Improvement Area Assessment Roll

Each Parcel within Phases #2 - 3 has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Major Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the Assessed Property within each Parcel.

Phases #2 – 3 Major Improvement Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Major Improvements. Table IV-A summarizes the \$7,091,043 in special benefit received by Phases #2 - 3 from a portion of the Major Improvements, the pro rata costs of the PID formation, and issuance costs for the proposed Phases #2 – 3 Major Improvement Bonds. The amount of Phases #2 – 3 Major Improvement Bonds is \$6,575,000, which is equal to the benefit received by Phases #2 – 3 Major Improvement Assessed Property, and as such the total Assessment for all Assessed Property within Phases #2 - 3 is \$6,575,000 plus annual Administrative Expenses. The Assessment for each Parcel of Assessed Property within the Phases #2 - 3 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2 – 3 Major Improvement Assessment Roll is attached hereto as Appendix F.

B. Phase #1 Assessment Roll

Phase #1 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #1 Improvements that benefit Phase #1, which include a proportionate share of the Major Improvements allocable to Phase #1. Table IV-A summarizes the \$17,322,012 in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements that benefit Phase #1, including the proportionate share of the Major Improvements allocable to Phase #1, the pro rata costs of the PID formation, and Bond issuance costs. The amount of Phase #1 Bonds is \$12,500,000, which is equal to the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is \$12,500,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix G.

C. Phase #2 Assessment Roll

Phase #2 Assessed Property will be assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements that benefit Phase #2. Table IV-B-2 summarizes the \$12,715,700 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements that benefit Phase #1 and miscellaneous PID related costs. The amount of Phase #2 Reimbursement Agreement is \$11,220,000, which is less than to the benefit received by Phase #2 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #2 is \$11,220,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the

allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix H.

D. Future Phase Assessment Roll

As Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #2, etc.).

E. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2 – 3 Major Improvement Assessment Roll and Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.H of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

Section VIII MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. Termination of Assessments

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

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

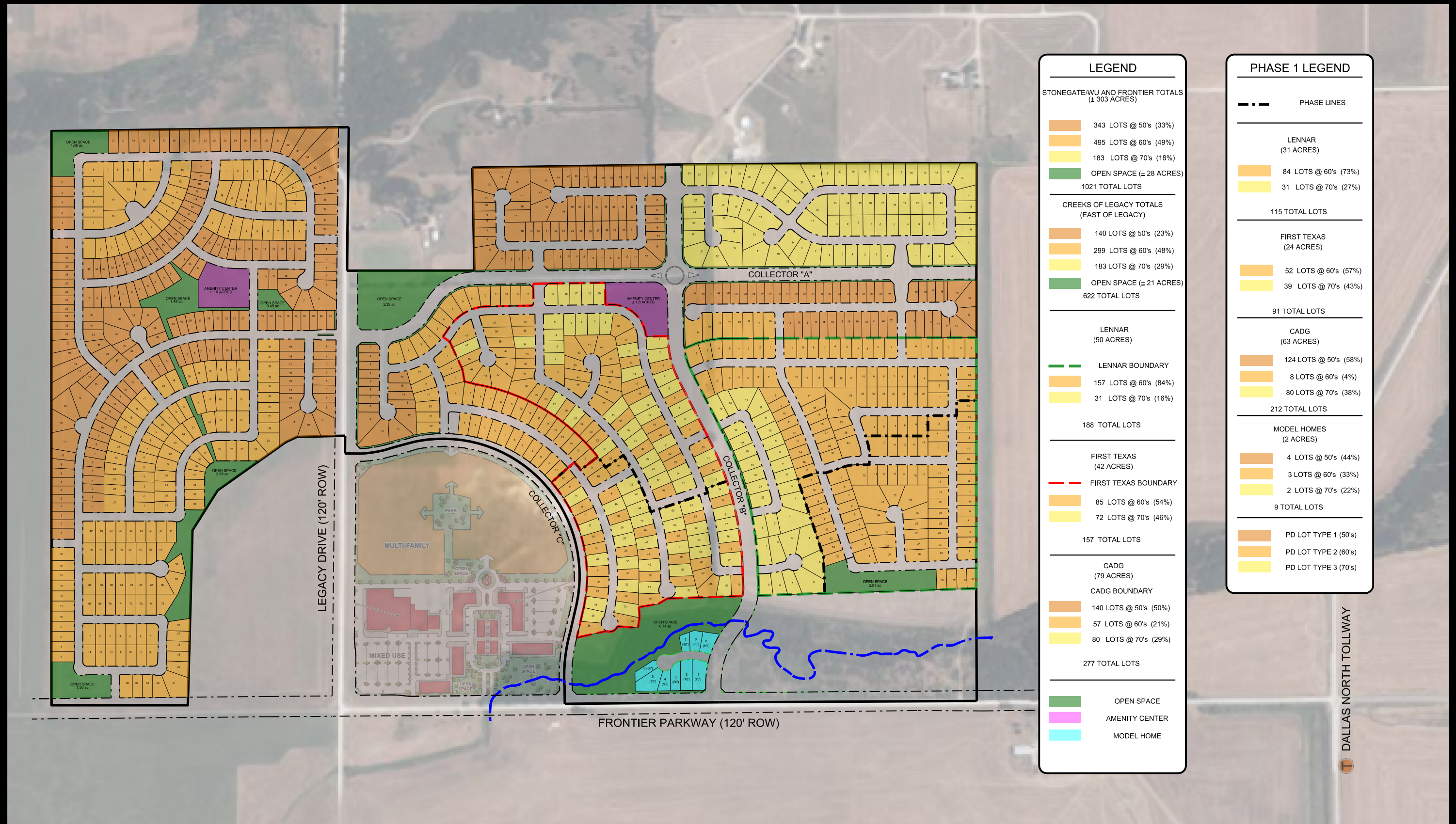
E. Severability

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

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

Appendix A

The PID MAP



LEGEND	
STONEGATE/WU AND FRONTIER TOTALS (± 303 ACRES)	
	343 LOTS @ 50's (33%)
	495 LOTS @ 60's (49%)
	183 LOTS @ 70's (18%)
	OPEN SPACE (± 28 ACRES)
1021 TOTAL LOTS	
CREEKS OF LEGACY TOTALS (EAST OF LEGACY)	
	140 LOTS @ 50's (23%)
	299 LOTS @ 60's (48%)
	183 LOTS @ 70's (29%)
	OPEN SPACE (± 21 ACRES)
622 TOTAL LOTS	
LENNAR (50 ACRES)	
	LENNAR BOUNDARY
	157 LOTS @ 60's (84%)
	31 LOTS @ 70's (16%)
188 TOTAL LOTS	
FIRST TEXAS (42 ACRES)	
	FIRST TEXAS BOUNDARY
	85 LOTS @ 60's (54%)
	72 LOTS @ 70's (46%)
157 TOTAL LOTS	
CADG (79 ACRES)	
CADG BOUNDARY	
	140 LOTS @ 50's (50%)
	57 LOTS @ 60's (21%)
	80 LOTS @ 70's (29%)
277 TOTAL LOTS	
	OPEN SPACE
	AMENITY CENTER
	MODEL HOME

PHASE 1 LEGEND	
	PHASE LINES
LENNAR (31 ACRES)	
	84 LOTS @ 60's (73%)
	31 LOTS @ 70's (27%)
115 TOTAL LOTS	
FIRST TEXAS (24 ACRES)	
	52 LOTS @ 60's (57%)
	39 LOTS @ 70's (43%)
91 TOTAL LOTS	
CADG (63 ACRES)	
	124 LOTS @ 50's (58%)
	8 LOTS @ 60's (4%)
	80 LOTS @ 70's (38%)
212 TOTAL LOTS	
MODEL HOMES (2 ACRES)	
	4 LOTS @ 50's (44%)
	3 LOTS @ 60's (33%)
	2 LOTS @ 70's (22%)
9 TOTAL LOTS	
	PD LOT TYPE 1 (50's)
	PD LOT TYPE 2 (60's)
	PD LOT TYPE 3 (70's)

CONCEPT PLAN
CREEKS OF LEGACY
CELINA, TEXAS
MAY 23, 2014

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

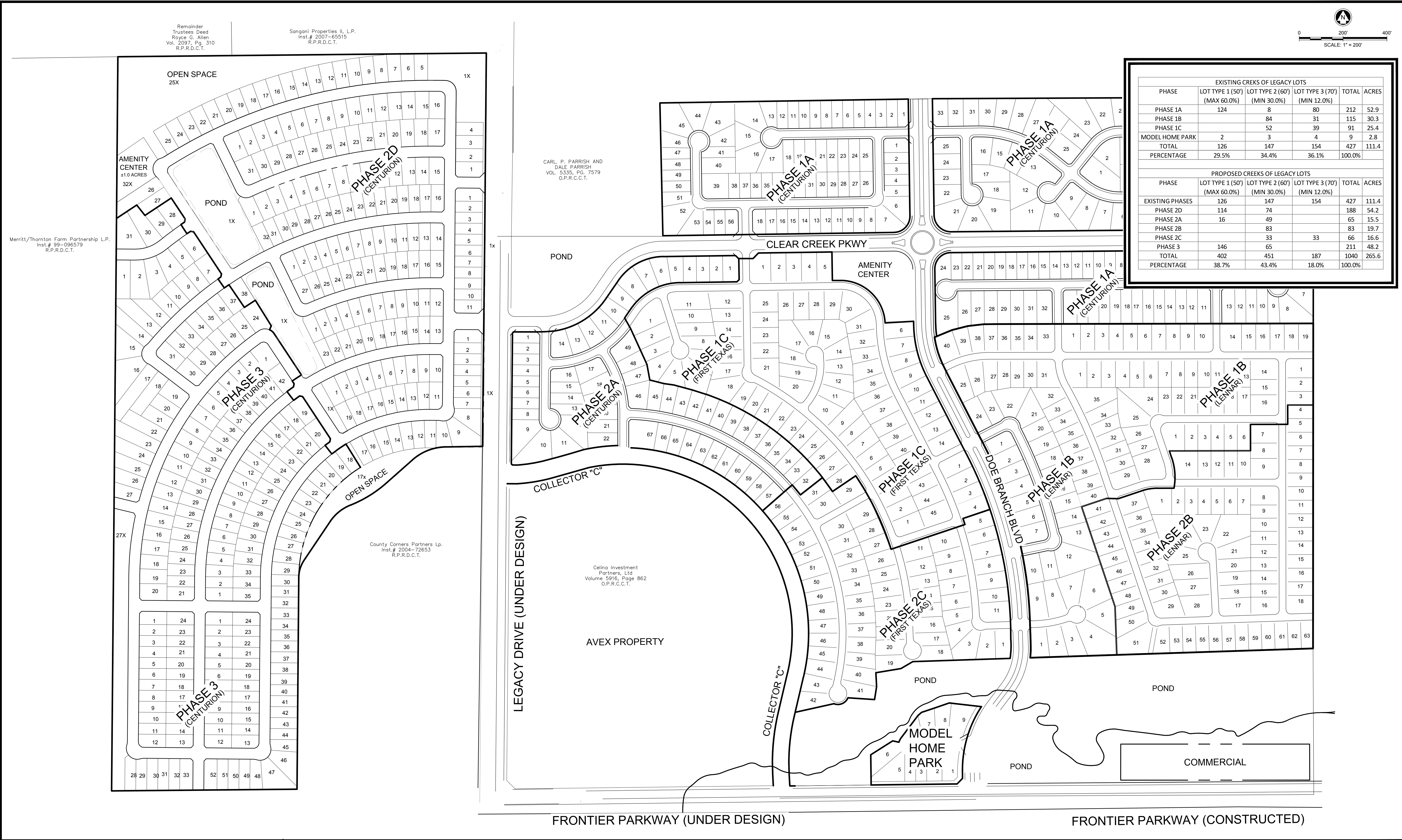


Exhibit
Creeks of Legacy Master Concept Plan
Celina, Texas
January 2018



10875 JOHN W. ELLIOTT DR.
SUITE 400
FRISCO, TX 75033
PHONE: 469-213-1800
TX FIRM NO 12207

Appendix B

ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix B
Estimated Authorized Improvement Costs

Authorized Improvements	Estimated Major Improvement Costs	Estimated Phase #1 Improvement Costs	Estimated Future Phase Improvement Costs (for information purposes only)
Roadway Improvements			
Frontier Parkway (Collector B to DNT)	\$779,846	\$0	\$0
Frontier (Collector B to Legacy), Legacy and Frontier (Legacy to Stonegate)	\$2,255,562	\$0	\$0
Collector A and Collector B	\$2,029,592	\$0	\$0
Phase 1 on-site roadways	\$0	\$2,665,000	\$0
Future phase on-site roadways	\$0	\$0	\$2,585,000
Estimated right-of-way costs	\$1,600,000	\$0	\$0
Subtotal: Roadway improvements	\$6,665,000	\$2,665,000	\$2,585,000
Water distribution system improvements			
Water improvements along DNT and DNT to Collector B	\$547,210	\$0	\$0
Water improvements along Frontier (Collector B to Legacy), Legacy and Frontier (Legacy to Stonegate)	\$400,300	\$0	\$0
Water improvements along Collector and Collector B	\$357,490	\$0	\$0
Phase 1 on-site water improvements	\$0	\$790,000	\$0
Future phase on-site water improvements	\$0	\$0	\$765,000
Subtotal: Water improvements	\$1,305,000	\$790,000	\$765,000
Sewer collection system improvements			
Sewer system improvements along Legacy and Frontier (Legacy to Collector B)	\$689,949	\$0	\$0
Sewer system improvements along Frontier (Collector B to DNT)	\$316,424	\$0	\$0
Sewer system improvements along Collector A and	\$408,627	\$0	\$0
Phase 1 on-site sewer system improvements	\$0	\$1,090,000	\$0
Future phase on-site sewer system improvements	\$0	\$0	\$1,055,000
Subtotal: Sewer system improvements	\$1,415,000	\$1,090,000	\$1,055,000

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix B
Estimated Authorized Improvement Costs

Authorized Improvements	Estimated Major Improvement Costs	Estimated Phase #1 Improvement Costs	Estimated Future Phase Improvement Costs (for information purposes only)
Drainage collection system improvements			
Drainage system improvements along Frontier (DNT to	\$451,980	\$0	\$0
Drainage improvements along Frontier (Collector B to			
Legacy), Legacy and Frontier (Legacy to Stonegate)	\$969,629	\$0	\$0
Drainage system improvements along Collector A and			
Collector B	\$1,243,391	\$0	\$0
Phase 1 on-site drainage system improvements	\$0	\$1,475,000	\$0
Future phase on-site drainage system improvements	\$0	\$0	\$1,430,000
Subtotal: Drainage system improvements	\$2,665,000	\$1,475,000	\$1,430,000
Subtotal:estimated improvement costs	\$12,050,000	\$6,020,000	\$5,835,000
Other costs			
Engineering	\$731,500	\$421,400	\$408,450
Contingency and other soft costs	\$518,500	\$2,087,239	\$816,550
Subtotal: Other costs	\$1,250,000	\$2,508,639	\$1,225,000
Grand total improvements + soft costs	\$13,300,000	\$8,528,639	\$7,060,000
Estimated Major Improvement costs allocated to Phase 1	(\$5,736,361)	\$5,736,361	
Total estimated improvement costs to be funded	\$7,563,639	\$14,265,000	\$7,060,000
Estimated bond issuance costs ¹	\$1,962,404	\$3,057,012	
Grand Total Estimated Project Costs	\$9,526,043	\$17,322,012	

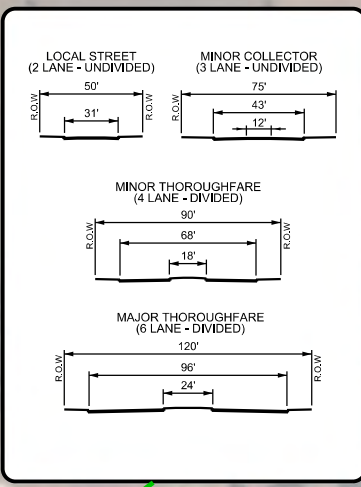
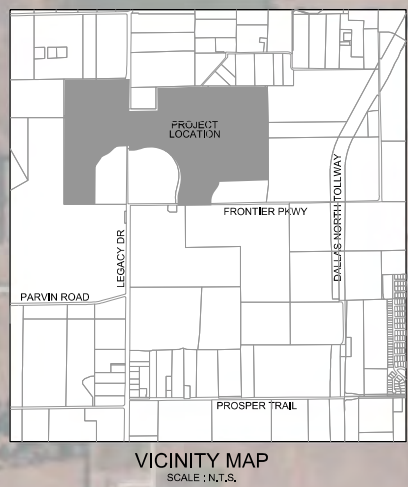
1 - The estimated bond issuance costs for Major Improvements includes amounts (rounded) only for the Series 2014 Phases #2-3 Major Improvement Bonds.

Appendix C

DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

LEGEND

- OFFSITE SANITARY SEWER
- DOE BRANCH (EXISTING GRAVITY FLOW)
- FRONTIER PARKWAY 120' ROW 1-37' B-B (DNT TO COLLECTOR B)
- FRONTIER PARKWAY 120' ROW 1-37' B-B (LEGACY TO COLLECTOR B)
- FRONTIER PARKWAY 120' ROW 1-37' B-B (LEGACY TO STONEGATE)
- LEGACY DRIVE 120' ROW 2-37' B-B (NORTH PROPERTY BOUNDARY TO FRONTIER)
- COLLECTOR "B" 90' ROW 2-25' B-B (NORTH BOUNDARY TO FRONTIER)
- COLLECTOR "A" 75' ROW 43' B-B (WEST - MIDDLE OF TRAFFIC CIRCLE TO EAST BNDRY)
- COLLECTOR "A" 75' ROW 43' B-B (EAST - MIDDLE OF TRAFFIC CIRCLE TO LEGACY DR)
- PH 1 PHASE 1 ITEMS
- PH 2 FUTURE PHASE ITEMS



	PHASE 1	PHASE 2	TOTAL TIF
OFFSITE WATER	\$1,009,433	\$448,336	\$1,457,769
OFFSITE SEWER	\$1,224,227	\$354,395	\$1,578,622
FRONTIER PARKWAY (COLLECTOR B TO DNT)	\$1,379,645	\$0	\$1,379,645
FRONTIER PARKWAY (COLLECTOR B TO LEGACY)	\$0	\$1,172,812	\$1,172,812
FRONTIER PARKWAY (LEGACY TO STONEGATE)	\$0	\$621,004	\$621,004
LEGACY DRIVE (FRONTIER TO N PROP. BOUNDARY)	\$0	\$1,818,399	\$1,818,399
COLLECTOR B TOTAL	\$2,125,273	\$0	\$2,125,273
COLLECTOR A (MIDDLE OF TRAFFIC CIRCLE TO LEGACY)	\$0	\$0	\$0
COLLECTOR A (MIDDLE OF TRAFFIC TO EAST BOUNDARY)	\$818,937	\$0	\$818,937
	\$716,796	\$0	\$719,796
	\$7,274,311	\$4,414,946	\$11,689,257

LENGTH - 3,430 FT
PH 2: PAV/GRAD/DRAIN \$1,818,399
PH 2: WATER \$219,586
PH 1: SEWER \$550,946

LENGTH - 2,073 FT
PH 1: PAV/GRAD/DRAIN \$818,937
PH 1: WATER \$99,693
PH 1: SEWER \$132,760

LENGTH - 1,785 FT
PH 1: PAV/GRAD/DRAIN \$716,796
PH 1: WATER \$89,981
PH 1: SEWER \$110,470

LENGTH - 3,313 FT
PH 1: PAV/GRAD/DRAIN \$2,125,273
PH 1: WATER \$206,884
PH 1: SEWER \$208,255

WATER LINE
LENGTH - 5,683 FT
PH 1: \$420,270

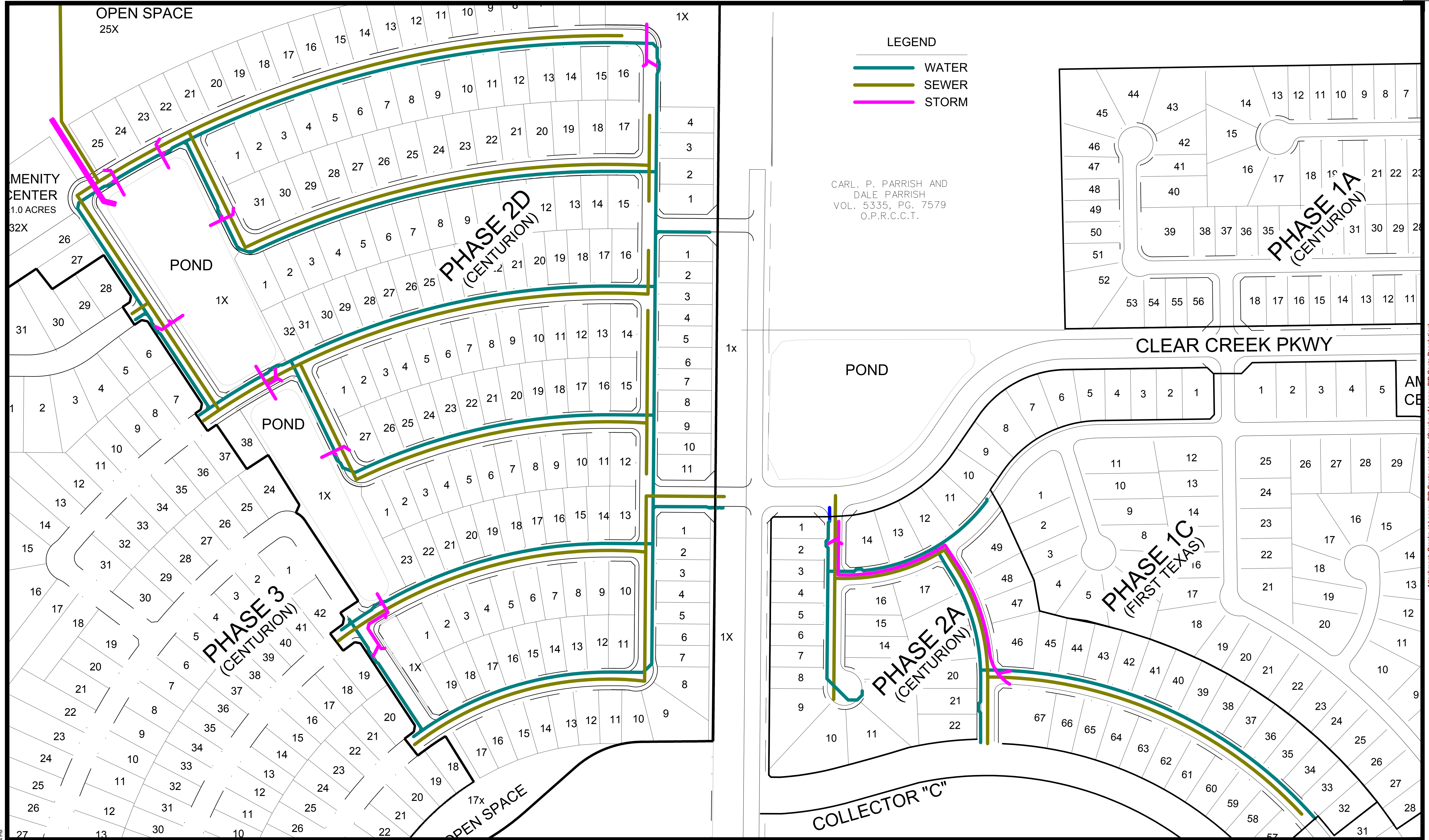
LENGTH - 2,190 FT
PH 2: PAV/GRAD/DRAIN \$1,172,812
PH 2: WATER \$125,084
PH 1: SEWER \$221,796

LENGTH - 3,571 FT
PH 1: PAV/GRAD/DRAIN \$1,379,645
PH 1: WATER \$192,605
PH 2: SEWER \$354,395

LENGTH - 1,720 FT
PH 2: PAV/GRAD/DRAIN \$621,004
PH 2: WATER \$103,666

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)





Appendix D

LOT TYPES AND EQUIVALENT UNITS

Draft

Appendix D Lot Types and Equivalent Units

For purposes of allocating the Assessments, the Assessed Property has been classified in one of three Lot Types. The following table shows the proposed residential Lot Types within the PID.

**Table D-1
Proposed Development within the PID**

Lot Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	70 Ft Lots	183 units
Lot Type 2	60 Ft Lots	495 units
Lot Type 3	50 Ft Lots	343 units
Total		1,021 units

Table D-2 below shows the proposed residential Lot Types within Phase #1.

**Table D-2
Proposed Development – Phase #1**

Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	70 Ft Lots	152 units
Lot Type 2	60 Ft Lots	147 units
Lot Type 3	50 Ft Lots	128 units
Total		427 units

Table D-3-A below shows the proposed residential Lot Types within Phases #2 - 3.

**Table D-3-A
Proposed Development - Phases #2 - 3**

Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	70 Ft Lots	31 units
Lot Type 2	60 Ft Lots	348 units
Lot Type 3	50 Ft Lots	215 units
Total		594 units

Table D-3-B below shows the proposed residential Lot Types within Phase #2.

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Draft

Table D-3-B
Proposed Development - Phase #2

Type	Description	Proposed Development
<u>Residential</u>		
Lot Type 1	70 Ft Lots	33 units
Lot Type 2	60 Ft Lots	239 units
Lot Type 3	50 Ft Lots	130 units
Total		402 units

As explained under Section IV-D, For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Major Improvements to be financed with the Phases #2 – 3 Major Improvement Bonds shall be allocated to the Phases #2 - 3 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Phases #2 - 3 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 70 Ft, 60 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (70 Ft Lots) representing the highest value to Lot Type 3 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table D-4 below. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (70 Ft Lots) to 1.0.

Table D-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (70' Lot)	\$405,000	1.00 per dwelling unit
Lot Type 2 (60' Lot)	\$355,000	0.88 per dwelling unit
Lot Type 5 (50' Lot)	\$295,000	0.73 per dwelling unit

Draft

The total estimated Equivalent Units for Phase #1 are shown in Table D-5 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase 1.

Table D-5
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70' Lot)	152	1.00	152.00
Lot Type 2 (60' Lot)	147	0.88	129.36
Lot Type 3 (50' Lot)	128	0.73	93.44
Total Equivalent Units	427		374.80

The total estimated Equivalent Units for Phases #2 - 3 are shown in Table D-6 below as calculated based on the Equivalent Unit factors shown in Table D-4, estimated Lot Types and number of units estimated to be built within Phases #2 - 3.

Table D-6
Estimated Equivalent Units - Phases #2 -3

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70' Lot)	31	1.00	31.00
Lot Type 2 (60' Lot)	348	0.88	306.24
Lot Type 3 (50' Lot)	217	0.73	156.95
Total Equivalent Units	594		494.19

The total estimated Equivalent Units for Phase #2 are shown in Table D-7 below as calculated based on the Equivalent Unit factors shown in Table D-4, estimated Lot Types and number of units estimated to be built within Phase #2.

Table D-7
Estimated Equivalent Units - Phases #2 -3

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70' Lot)	33	1.00	33.00
Lot Type 2 (60' Lot)	239	0.88	210.32
Lot Type 3 (50' Lot)	130	0.73	94.90
Total Equivalent Units	594		338.22

Appendix E

ALLOCATION OF ASSESSMENTS

Draft

Appendix E Allocation of Assessments

A) Allocation of Assessments to Lot Types in Phases #2 - 3

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phases #2 – 3 Major Improvement Bonds, which represents the total Assessment to be allocated to all Parcels in the Phases #2 – 3 Assessed Property, is \$6,575,000. As shown in Appendix D, there are a total of 494.19 estimated Equivalent Units in Phases #2 - 3, resulting in an Assessment per Equivalent Unit of \$13,304.60.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$13,304.60 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is \$13,304.60 (i.e. $\$13,304.60 \times 1.00$). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is \$11,708.05 (i.e. $\$13,304.60 \times 0.88$). Table E-1 sets forth the Assessment per dwelling unit for each of the three Lot Types in Phases #2 - 3.

**Table E-1
Assessment per Unit - Phases #2 - 3**

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
<u>Residential</u>					
Lot Type 1	31	\$13,304.60	1.00	\$13,304.60 per dwelling unit	\$412,443
Lot Type 2	348	\$13,304.60	0.88	\$11,708.05 per dwelling unit	\$4,074,401
Lot Type 3	215	\$13,304.60	0.73	\$9,712.36 per dwelling unit	\$2,088,157
Total	594				\$6,575,000

B) Allocation of Assessments to Lot Types in Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1, is \$12,500,000. As shown in Appendix D, there are a total of 374.80 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of \$33,351.12.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$33,351.12 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is \$33,351.12 (i.e. $\$33,351.12 \times 1.00$). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is \$29,348.99 (i.e. $\$33,351.12 \times 0.88$). Table E-2 sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #1.

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Draft

Table E-2
Assessment per Unit - Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessment
Residential						
Lot Type 2	152	\$33,351.12	1.00	\$33,351.12	per dwelling unit	\$5,069,370
Lot Type 2	147	\$33,351.12	0.88	\$29,348.99	per dwelling unit	\$4,314,300
Lot Type 3	128	\$33,351.12	0.73	\$24,346.32	per dwelling unit	\$3,116,320
Total	427					\$12,500,000

C) Allocation of Assessments to Lot Types in Phase #2

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #2 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #2, is \$6,875,000. As shown in Appendix D, there are a total of 338.22 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of \$20,327.01.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$20,327.01 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is \$20,327.01 (i.e. $\$20,327.01 \times 1.00$). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is \$17,887.77 (i.e. $\$20,327.01 \times 0.88$). Table E-2 sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #2.

Table E-2
Assessment per Unit - Phase #2

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessment
Residential						
Lot Type 2	33	\$20,327.01	1.00	\$20,327.01	per dwelling unit	\$670,790
Lot Type 2	239	\$20,327.01	0.88	\$17,887.77	per dwelling unit	\$4,275,170
Lot Type 3	130	\$20,327.01	0.73	\$14,838.71	per dwelling unit	\$1,929,030
Total	402					\$6,875,000

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix F

ASSESSMENT ROLL –Phases #2-3 Assessed Property

Appendix F
Assessment Roll - Phases #2 - 3 Assessed Property

Parcel	All Parcels
Total Assessment	\$6,575,000
Total Equivalent Units	494.19

Year	Principal and Interest ¹	Administrative Expenses ²	Total Annual Installment
1	\$80,760	\$13,150	\$93,910
2	\$484,563	\$46,288	\$530,851
3	\$484,563	\$46,556	\$531,119
4	\$484,563	\$46,830	\$531,392
5	\$609,563	\$47,109	\$656,671
6	\$601,125	\$46,769	\$647,894
7	\$617,688	\$46,434	\$664,122
8	\$607,563	\$45,980	\$653,543
9	\$597,438	\$45,532	\$642,970
10	\$612,313	\$45,090	\$657,403
11	\$600,500	\$44,530	\$645,030
12	\$613,688	\$43,975	\$657,663
13	\$599,188	\$43,302	\$642,490
14	\$609,688	\$42,636	\$652,323
15	\$618,375	\$41,851	\$660,226
16	\$600,250	\$40,948	\$641,198
17	\$607,125	\$40,052	\$647,177
18	\$612,188	\$39,038	\$651,226
19	\$615,438	\$37,906	\$653,344
20	\$591,875	\$36,657	\$628,532
21	\$592,094	\$35,415	\$627,509
22	\$615,406	\$34,056	\$649,462
23	\$609,906	\$32,455	\$642,361
24	\$602,500	\$30,736	\$633,236
25	\$593,188	\$28,901	\$622,088
26	\$606,969	\$26,949	\$633,918
27	\$591,938	\$24,755	\$616,693
28	\$0	\$0	\$0
29	\$0	\$0	\$0
30	\$0	\$0	\$0
31	\$0	\$0	\$0
Total	\$15,460,448	\$1,053,903	\$16,514,351

1 - The principal and interest amounts are based on the Series 2014 Phases #2-3 MI Bonds final numbers.

2 - The Administrative Expenses shown include the estimated district administration and assessment collection costs and the additional 0.5% interest to be collected for prepayment reserve and delinquency reserves.

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Apepdix A-3
Assessment Roll Summary - Phases #2-3
2017-18

Parcel	Estimated No. of units	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2696827	14	12.32	\$163,913	\$16,015.76	\$479.50	\$0.00	\$16,495.26
2697055	34	26.92	\$358,160	\$34,995.48	\$1,047.73	(\$1,714.83)	\$34,328.39
52660	71	56.03	\$745,457	\$72,837.92	\$2,180.70	(\$12.76)	\$75,005.86
52644	24	19.92	\$265,028	\$25,895.62	\$775.29	(\$5.01)	\$26,665.90
75817	47	37.16	\$494,399	\$48,307.29	\$1,446.28	(\$5.88)	\$49,747.68
149097	10	7.30	\$97,124	\$9,489.86	\$284.12	\$0.00	\$9,773.98
149098	3	2.19	\$29,137	\$2,846.96	\$85.24	\$0.00	\$2,932.19
530240	244	199.27	\$2,651,208	\$259,047.17	\$7,755.63	(\$3.36)	\$266,799.44
2719497	83	73.04	\$971,768	\$94,950.60	\$2,842.73	(\$5,305.51)	\$92,487.82
2718259	64	60.04	\$798,808	\$78,050.85	\$2,336.77	(\$3,842.66)	\$76,544.96
Total	594	494.19	\$6,575,000	\$642,437.50	\$19,233.98	(\$10,890.00)	\$650,781.48

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phases #2-3**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2017 TIRZ Increments	TIRZ Credit
2696827	\$ 46.01	\$ 902.59	\$ -	\$ -
2697055	\$ 3,600.31	\$ -	\$ 3,600.31	\$ 1,714.83
2-52660	\$ 26.80	\$ -	\$ 26.80	\$ 12.76
2-52644	\$ 10.51	\$ -	\$ 10.51	\$ 5.01
2-75817	\$ 12.35	\$ -	\$ 12.35	\$ 5.88
2-149097	\$ -	\$ -	\$ -	\$ -
2-149098	\$ -	\$ -	\$ -	\$ -
2-530240	\$ 95.45	\$ 88.40	\$ 7.05	\$ 3.36
2719497	\$ 11,139.01	\$ -	\$ 11,139.01	\$ 5,305.51
2718259	\$ 8,067.72	\$ -	\$ 8,067.72	\$ 3,842.66
Total	\$ 22,998.16	\$ 990.99	\$ 22,863.75	\$ 10,890.00

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix G

ASSESSMENT ROLL – Phase #1 Assessed Property

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix G
Assessment Roll - Phase 1 Assessed Property

Parcel	All Parcels
Total Assessment	\$12,500,000
Total Equivalent Units	374.80

Year	Principal ¹	Interest ¹	Principal	Interest ²	Administrative Expenses ³	Total Annual Installment
1	\$0	\$98,156	\$0	\$34,740	\$35,000	\$167,896
2	\$0	\$588,938	\$0	\$292,125	\$79,100	\$960,163
3	\$150,000	\$588,938	\$0	\$292,125	\$79,454	\$1,110,516
4	\$150,000	\$579,375	\$0	\$292,125	\$81,456	\$1,102,956
5	\$175,000	\$569,813	\$0	\$292,125	\$91,000	\$1,127,938
6	\$175,000	\$558,656	\$0	\$254,625	\$90,425	\$1,078,706
7	\$200,000	\$547,500	\$0	\$254,625	\$89,853	\$1,091,978
8	\$200,000	\$534,750	\$0	\$254,625	\$89,159	\$1,078,534
9	\$225,000	\$522,000	\$0	\$254,625	\$88,468	\$1,090,093
10	\$225,000	\$507,656	\$0	\$254,625	\$87,655	\$1,074,937
11	\$250,000	\$493,313	\$0	\$254,625	\$86,846	\$1,084,783
12	\$250,000	\$477,375	\$0	\$254,625	\$85,914	\$1,067,914
13	\$275,000	\$461,438	\$0	\$254,625	\$84,986	\$1,076,048
14	\$300,000	\$443,906	\$0	\$254,625	\$83,936	\$1,082,467
15	\$325,000	\$424,781	\$0	\$254,625	\$82,764	\$1,087,170
16	\$325,000	\$404,063	\$25,000	\$254,625	\$81,470	\$1,090,158
17	\$350,000	\$382,531	\$25,000	\$252,928	\$80,055	\$1,090,514
18	\$375,000	\$359,344	\$25,000	\$251,230	\$78,518	\$1,089,092
19	\$400,000	\$334,500	\$25,000	\$249,533	\$76,859	\$1,085,892
20	\$425,000	\$308,000	\$25,000	\$247,835	\$75,079	\$1,080,914
21	\$450,000	\$278,250	\$25,000	\$246,138	\$73,177	\$1,072,565
22	\$500,000	\$246,750	\$25,000	\$244,440	\$71,154	\$1,087,344
23	\$525,000	\$211,750	\$25,000	\$242,743	\$69,009	\$1,073,502
24	\$550,000	\$175,000	\$50,000	\$241,045	\$66,618	\$1,082,663
25	\$600,000	\$136,500	\$25,000	\$237,650	\$64,106	\$1,063,256
26	\$650,000	\$94,500	\$25,000	\$235,953	\$61,347	\$1,066,799
27	\$700,000	\$49,000	\$25,000	\$234,255	\$58,341	\$1,066,596
28	\$0	\$0	\$775,000	\$232,558	\$55,090	\$1,062,647
29	\$0	\$0	\$825,000	\$179,935	\$51,592	\$1,056,527
30	\$0	\$0	\$875,000	\$123,918	\$47,848	\$1,046,765
31	\$0	\$0	\$950,000	\$64,505	\$43,733	\$1,058,238
Total	\$8,750,000	\$10,376,781	\$3,750,000	\$7,288,778	\$2,290,011	\$32,455,570

1 - The principal and interest amounts are based on the Series 2014 Phase #1A Bonds final numbers.

2 - The interest amounts are calculated at the Phase #1 Reimbursement Agreement interest rate of 7.79 % for years 1 through 5 and 6.79% for years 6 through 31.

3 - The Administrative Expenses shown include the estimated district administration and assessment collection costs and the additional 0.5% interest to be collected for prepayment reserve and delinquency reserves.

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733232	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.97
2733234	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733235	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.97
2733236	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733237	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$201.60)	\$2,757.81
2733238	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733239	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.86
2733240	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.97
2733241	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733242	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733244	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733245	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733246	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733247	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733248	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733249	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733250	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2733251	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.86
2733252	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.86
2733253	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.86
2733254	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$185.86)	\$1,974.51
2733255	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$185.86)	\$1,974.51
2733256	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$178.00)	\$1,982.33
2733257	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$193.73)	\$1,966.64
2733258	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.86
2733259	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733260	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733261	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733262	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733263	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733264	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733265	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733266	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733267	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733268	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733269	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733270	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733271	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733272	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733273	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733274	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733275	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.86

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733276	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733277	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733278	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733279	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733280	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733281	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733282	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733283	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733284	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733285	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733286	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733287	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733288	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733289	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733290	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733291	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733292	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733293	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733294	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733295	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733296	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.8
2733297	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.9
2733298	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$201.60)	\$2,402.6
2733299	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733300	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733301	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733302	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733303	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733304	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$170.14)	\$2,434.1
2733305	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$178.00)	\$2,426.2
2733306	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733307	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733308	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$178.00)	\$2,781.4
2733309	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$201.60)	\$2,757.8
2733310	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733311	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733312	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733313	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.2
2733314	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$209.46)	\$2,749.9
2733315	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$178.00)	\$2,781.4
2733316	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1
2733317	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.1

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733318	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733319	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733320	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733321	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733322	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733323	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733324	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733325	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733326	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$185.86)	\$2,773.51
2733327	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$217.32)	\$2,742.09
2733328	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733329	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733330	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$178.00)	\$2,781.44
2733331	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$193.73)	\$2,765.64
2733332	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$178.00)	\$2,781.44
2733333	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733334	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733335	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733336	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733337	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733338	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$185.86)	\$2,773.51
2733339	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733340	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733341	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733342	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733343	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733344	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733345	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733346	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733347	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733348	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733349	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733350	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733351	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733352	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733353	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733354	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733355	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733356	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733357	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733358	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733359	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733360	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733361	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733362	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733363	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733364	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$178.00)	\$2,781.44
2733365	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$193.73)	\$2,765.66
2733366	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733367	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$193.73)	\$2,765.66
2733368	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$217.32)	\$2,742.05
2733369	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$193.73)	\$2,765.66
2733370	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$193.73)	\$2,765.66
2733371	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733372	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733373	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$185.86)	\$2,773.51
2733374	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$185.86)	\$2,773.51
2733375	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733376	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$209.46)	\$2,749.91
2733377	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$185.86)	\$2,773.51
2733378	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$201.60)	\$2,757.77
2733379	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733380	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733381	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2733382	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$170.14)	\$2,789.22
2733383	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733384	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733385	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733386	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733387	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.22
2733388	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$185.86)	\$1,974.51
2733389	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733390	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733391	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733392	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733393	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733394	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733395	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733396	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733397	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733398	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733399	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733400	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733401	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733402	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733403	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733404	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733405	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733406	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733407	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733408	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733409	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733410	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733411	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733412	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$193.73)	\$1,966.60
2733413	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.20
2733414	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$193.73)	\$1,966.60
2733415	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.20
2733416	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733417	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733418	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733419	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733420	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733421	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733422	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733423	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733424	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733425	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733426	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733427	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733428	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733429	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733430	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733431	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.60
2733432	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733433	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733434	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.90
2733435	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733436	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733437	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733438	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733439	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.10
2733440	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.90
2733441	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$201.60)	\$1,958.70
2733442	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$170.14)	\$1,990.20
2733443	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$201.60)	\$1,958.70

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733444	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.97
2733445	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733446	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733447	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733448	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2733449	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$154.40)	\$2,005.97
2733450	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$201.60)	\$1,958.77
2733451	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.11
2733452	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733453	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2733454	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$146.54)	\$2,013.88
2726852	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2726853	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.27)	\$2,797.14
2726854	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$138.68)	\$2,021.66
2726855	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$122.95)	\$2,037.44
2726856	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$178.00)	\$1,982.33
2726857	1	3	0.73	\$23,762.01	\$2,101.94	\$58.43	(\$162.27)	\$1,998.11
2726858	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$154.40)	\$2,449.88
2726859	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$154.40)	\$2,449.88
2726860	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$178.00)	\$2,426.22
2726861	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726862	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726865	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726866	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.77
2726867	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.00
2726868	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.66
2726869	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.66
2726870	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.66
2726871	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.33
2726872	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.00
2726873	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726874	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726875	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726876	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726877	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2726878	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.77
2726879	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.77
2726880	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$233.79)	\$2,725.66
2726881	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$224.08)	\$2,735.33
2726882	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$233.79)	\$2,725.66
2726883	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$214.37)	\$2,745.00
2726884	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.77

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726885	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.74
2726886	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726887	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726888	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$243.50)	\$2,715.94
2726889	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$214.37)	\$2,745.04
2726890	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726891	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726892	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726893	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726894	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726895	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726896	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726897	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$214.37)	\$2,745.04
2726898	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$224.08)	\$2,735.34
2726899	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726900	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.74
2726901	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.64
2726902	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.34
2726903	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726904	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726905	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726906	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726907	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.64
2726908	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.34
2726909	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726910	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726911	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726912	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726913	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726914	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726915	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726916	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726917	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726918	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726919	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726920	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726921	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$194.96)	\$2,764.44
2726922	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$204.67)	\$2,754.74
2726923	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726924	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726925	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74
2726926	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.74

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726927	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726928	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726929	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726930	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726931	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726932	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726933	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726934	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726935	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726936	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726937	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726938	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726939	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726940	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726941	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726942	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.6
2726943	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.0
2726944	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$204.67)	\$2,399.6
2726945	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726946	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726947	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726948	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726949	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726950	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726951	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726952	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$214.37)	\$2,389.9
2726953	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$224.08)	\$2,380.2
2726954	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.3
2726955	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.0
2726956	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.3
2726957	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.0
2726958	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726959	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726960	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726961	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726962	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.3
2726963	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$214.37)	\$2,389.9
2726964	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726965	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726966	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726967	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726968	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$185.25)	\$2,419.0

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726969	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726970	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726971	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726972	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726973	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726974	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726975	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726976	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726977	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.3
2726978	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726979	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726980	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726981	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726982	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726983	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$175.54)	\$2,428.7
2726984	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$194.96)	\$2,409.3
2732817	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732818	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732819	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732820	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732821	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2732931	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732932	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732933	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732934	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732935	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732936	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732937	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732938	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732939	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732940	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732941	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732942	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732943	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732944	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.8
2732945	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732946	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732947	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732948	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732949	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732950	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6
2732951	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.6

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2732952	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732953	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732954	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732955	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732956	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732957	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732958	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732959	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732960	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732961	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732962	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732963	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732964	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732965	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732966	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732967	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732968	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732969	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732970	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732971	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732972	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732973	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732974	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732975	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732976	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732977	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732978	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732979	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732980	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732981	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732982	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732983	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732984	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732985	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732986	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732987	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732988	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732989	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732990	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.66
2732991	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732992	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732993	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix A-2
Assessment Roll Summary - Phase #1
2017-18

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2732994	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732995	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732996	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732997	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732998	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2732999	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733000	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733001	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733002	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733003	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733004	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733005	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733006	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733007	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733008	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733009	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733010	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733011	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733012	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733013	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733014	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733017	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2733018	1	2	0.88	\$28,644.61	\$2,533.84	\$70.44	(\$162.61)	\$2,441.67
2733019	1	1	1.00	\$32,550.69	\$2,879.37	\$80.04	(\$162.61)	\$2,796.80
2697055	0		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	427		374.80	\$12,200,000	\$1,079,187.50	\$30,000.00	(\$72,153.51)	\$1,037,033.99

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2726852	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2726853	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2726854	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2726855	\$ 297.22	\$ 39.09	\$ 258.13	\$ 122.95
2726856	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2726857	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2726858	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2726859	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2726860	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2726861	\$ 6.45	\$ -	\$ 6.45	\$ -
2726862	\$ 6.45	\$ -	\$ 6.45	\$ -
2726865	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726866	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726867	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726868	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726869	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726870	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726871	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726872	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726873	\$ 6.45	\$ -	\$ 6.45	\$ -
2726874	\$ 6.45	\$ -	\$ 6.45	\$ -
2726875	\$ 6.45	\$ -	\$ 6.45	\$ -
2726876	\$ 6.45	\$ -	\$ 6.45	\$ -
2726877	\$ 6.45	\$ -	\$ 6.45	\$ -
2726878	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726879	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726880	\$ 529.93	\$ 39.09	\$ 490.84	\$ 233.79
2726881	\$ 509.55	\$ 39.09	\$ 470.46	\$ 224.08
2726882	\$ 529.93	\$ 39.09	\$ 490.84	\$ 233.79
2726883	\$ 489.17	\$ 39.09	\$ 450.08	\$ 214.37
2726884	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726885	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726886	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726887	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726888	\$ 550.31	\$ 39.09	\$ 511.22	\$ 243.50
2726889	\$ 489.17	\$ 39.09	\$ 450.08	\$ 214.37

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2726890	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726891	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726892	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726893	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726894	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726895	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726896	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726897	\$ 489.17	\$ 39.09	\$ 450.08	\$ 214.37
2726898	\$ 509.55	\$ 39.09	\$ 470.46	\$ 224.08
2726899	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726900	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726901	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726902	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726903	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726904	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726905	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726906	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726907	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726908	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726909	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726910	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726911	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726912	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726913	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726914	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726915	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726916	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726917	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726918	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726919	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726920	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726921	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726922	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726923	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726924	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726925	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726926	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2726927	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726928	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726929	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726930	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726931	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726932	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726933	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726934	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726935	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726936	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726937	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726938	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726939	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726940	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726941	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726942	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726943	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726944	\$ 468.79	\$ 39.09	\$ 429.70	\$ 204.67
2726945	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726946	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726947	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726948	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726949	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726950	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726951	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726952	\$ 489.17	\$ 39.09	\$ 450.08	\$ 214.37
2726953	\$ 509.55	\$ 39.09	\$ 470.46	\$ 224.08
2726954	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726955	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726956	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726957	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726958	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726959	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726960	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726961	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726962	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726963	\$ 489.17	\$ 39.09	\$ 450.08	\$ 214.37

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2726964	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726965	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726966	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726967	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726968	\$ 428.02	\$ 39.09	\$ 388.93	\$ 185.25
2726969	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726970	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726971	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726972	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726973	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726974	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726975	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726976	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726977	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2726978	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726979	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726980	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726981	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726982	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726983	\$ 407.64	\$ 39.09	\$ 368.55	\$ 175.54
2726984	\$ 448.40	\$ 39.09	\$ 409.31	\$ 194.96
2732817	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732818	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732819	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732820	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732821	\$ 6.45	\$ -	\$ 6.45	\$ -
2732931	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732932	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732933	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732934	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732935	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732936	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732937	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732938	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732939	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732940	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732941	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2732942	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732943	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732944	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732945	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732946	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732947	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732948	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732949	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732950	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732951	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732952	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732953	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732954	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732955	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732956	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732957	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732958	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732959	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732960	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732961	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732962	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732963	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732964	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732965	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732966	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732967	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732968	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732969	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732970	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732971	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732972	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732973	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732974	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732975	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732976	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732977	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732978	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2732979	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732980	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732981	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732982	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732983	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732984	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732985	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732986	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732987	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732988	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732989	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732990	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732991	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732992	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732993	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732994	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732995	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732996	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732997	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732998	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2732999	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733000	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733001	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733002	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733003	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733004	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733005	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733006	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733007	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733008	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733009	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733010	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733011	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733012	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733013	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733014	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733017	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733018	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733019	\$ 380.49	\$ 39.09	\$ 341.40	\$ 162.61
2733232	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733234	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733235	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733236	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733237	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733238	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733239	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733240	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733241	\$ 6.45	\$ -	\$ 6.45	\$ -
2733242	\$ 6.45	\$ -	\$ 6.45	\$ -
2733244	\$ 6.45	\$ -	\$ 6.45	\$ -
2733245	\$ 6.45	\$ -	\$ 6.45	\$ -
2733246	\$ 6.45	\$ -	\$ 6.45	\$ -
2733247	\$ 6.45	\$ -	\$ 6.45	\$ -
2733248	\$ 6.45	\$ -	\$ 6.45	\$ -
2733249	\$ 6.45	\$ -	\$ 6.45	\$ -
2733250	\$ 6.45	\$ -	\$ 6.45	\$ -
2733251	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733252	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733253	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733254	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733255	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733256	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733257	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733258	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733259	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733260	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733261	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733262	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733263	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733264	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733265	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733266	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733267	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733268	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733269	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733270	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733271	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733272	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733273	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733274	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733275	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733276	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733277	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733278	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733279	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733280	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733281	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733282	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733283	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733284	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733285	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733286	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733287	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733288	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733289	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733290	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733291	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733292	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733293	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733294	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733295	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733296	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733297	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733298	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733299	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733300	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733301	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733302	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733303	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733304	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733305	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733306	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733307	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733308	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733309	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733310	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733311	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733312	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733313	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733314	\$ 478.85	\$ 39.09	\$ 439.76	\$ 209.46
2733315	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733316	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733317	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733318	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733319	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733320	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733321	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733322	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733323	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733324	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733325	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733326	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733327	\$ 495.36	\$ 39.09	\$ 456.27	\$ 217.32
2733328	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733329	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733330	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733331	\$ 445.82	\$ 39.09	\$ 406.74	\$ 193.73
2733332	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733333	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733334	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733335	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733336	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733337	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733338	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733339	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733340	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733341	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733342	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733343	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733344	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733345	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733346	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733347	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733348	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733349	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733350	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733351	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733352	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733353	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733354	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733355	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733356	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733357	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733358	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733359	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733360	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733361	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733362	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733363	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733364	\$ 412.80	\$ 39.09	\$ 373.71	\$ 178.00
2733365	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733366	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733367	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733368	\$ 495.36	\$ 39.09	\$ 456.27	\$ 217.32
2733369	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733370	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733371	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733372	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733373	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733374	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733375	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733376	\$ 478.85	\$ 39.09	\$ 439.76	\$ 209.46
2733377	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733378	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733379	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733380	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733381	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733382	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733383	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733384	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733385	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733386	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733387	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733388	\$ 429.31	\$ 39.09	\$ 390.22	\$ 185.86
2733389	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733390	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733391	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733392	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733393	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733394	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733395	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733396	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733397	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733398	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733399	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733400	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733401	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733402	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733403	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733404	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733405	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733406	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733407	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733408	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733409	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733410	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733411	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733412	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733413	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733414	\$ 445.82	\$ 39.09	\$ 406.73	\$ 193.73
2733415	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733416	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733417	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733418	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733419	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733420	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733421	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733422	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733423	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733424	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733425	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733426	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733427	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733428	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733429	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733430	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733431	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733432	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733433	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733434	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733435	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733436	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733437	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733438	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733439	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733440	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733441	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733442	\$ 396.29	\$ 39.09	\$ 357.20	\$ 170.14
2733443	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733444	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733445	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733446	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733447	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733448	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
2733449	\$ 363.26	\$ 39.09	\$ 324.17	\$ 154.40
2733450	\$ 462.34	\$ 39.09	\$ 423.25	\$ 201.60
2733451	\$ 379.78	\$ 39.09	\$ 340.69	\$ 162.27
2733452	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68
2733453	\$ 330.24	\$ 39.09	\$ 291.15	\$ 138.68

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

**Creeks of Legacy PID
(TIRZ No. 2)
TIRZ Credit Calculations - 2017
Phase #1**

Property ID (PIDN)	City Taxes (2016)	Base Year Taxes	2016-17 TIRZ Increments	2017-18 TIRZ Credit 47.63%
2733454	\$ 346.75	\$ 39.09	\$ 307.66	\$ 146.54
Total	\$ 168,287.04	\$ 16,689.87	\$ 151,597.18	\$ 72,153.51

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix H

ASSESSMENT ROLL – Phase #2 Assessed Property

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix H
Assessment Roll - Phase #2 Assessed Property

Parcel	All Parcels
Total Assessment	\$6,875,000
Total Equivalent Units	338.22

Year	Principal ¹	Interest ¹	Administrative Expenses ²	Total Annual Installment
1	\$0	\$547,250	\$35,000	\$582,250
2	\$0	\$547,250	\$35,350	\$582,600
3	\$0	\$547,250	\$35,704	\$582,954
4	\$0	\$547,250	\$36,061	\$583,311
5	\$0	\$547,250	\$30,000	\$577,250
6	\$122,000	\$426,938	\$30,300	\$579,238
7	\$129,000	\$419,361	\$30,603	\$578,964
8	\$137,000	\$411,350	\$30,909	\$579,259
9	\$146,000	\$402,843	\$31,218	\$580,061
10	\$155,000	\$393,776	\$31,530	\$580,306
11	\$164,000	\$384,151	\$31,846	\$579,996
12	\$175,000	\$373,966	\$32,164	\$581,130
13	\$185,000	\$363,099	\$32,486	\$580,584
14	\$197,000	\$351,610	\$32,811	\$581,421
15	\$209,000	\$339,377	\$33,139	\$581,515
16	\$222,000	\$326,398	\$33,470	\$581,868
17	\$236,000	\$312,611	\$33,805	\$582,416
18	\$251,000	\$297,956	\$34,143	\$583,099
19	\$266,000	\$282,369	\$34,484	\$582,853
20	\$283,000	\$265,850	\$34,829	\$583,679
21	\$300,000	\$248,276	\$35,177	\$583,453
22	\$319,000	\$229,646	\$35,529	\$584,175
23	\$339,000	\$209,836	\$35,884	\$584,720
24	\$360,000	\$188,784	\$36,243	\$585,027
25	\$382,000	\$166,428	\$36,606	\$585,034
26	\$406,000	\$142,706	\$36,972	\$585,678
27	\$431,000	\$117,493	\$37,341	\$585,835
28	\$458,000	\$90,728	\$37,715	\$586,443
29	\$486,000	\$62,286	\$38,092	\$586,378
30	\$517,000	\$32,106	\$38,473	\$587,579
31	\$0	\$0	\$0	\$0
Total	\$6,875,000	\$9,576,192	\$1,027,883	\$17,479,075

1 - The principal and interest are estimated for the Phase #2 Reimbursement Agreement.

The interest amounts are estimated at the Phase #2 Reimbursement Agreement interest rate of ____ % for years 1 through 5 and ____ % for years 6 through 31.

2 - The Administrative Expenses shown include the estimated district administration and assessment collection costs and will be updated each year in Annual Service Plan Updates.

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix H
Assessment Roll - Phase #2 Assessed Property

Parcel	Lot Type 1 (70' Lot)
Total Assessment	\$20,327
Total Equivalent Units	1.00

Year	Principal ¹	Interest ¹	Administrative Expenses ²	Total Annual Installment
1	\$0	\$1,618	\$103	\$1,722
2	\$0	\$1,618	\$105	\$1,723
3	\$0	\$1,618	\$106	\$1,724
4	\$0	\$1,618	\$107	\$1,725
5	\$0	\$1,618	\$89	\$1,707
6	\$361	\$1,262	\$90	\$1,713
7	\$381	\$1,240	\$90	\$1,712
8	\$405	\$1,216	\$91	\$1,713
9	\$432	\$1,191	\$92	\$1,715
10	\$458	\$1,164	\$93	\$1,716
11	\$485	\$1,136	\$94	\$1,715
12	\$517	\$1,106	\$95	\$1,718
13	\$547	\$1,074	\$96	\$1,717
14	\$582	\$1,040	\$97	\$1,719
15	\$618	\$1,003	\$98	\$1,719
16	\$656	\$965	\$99	\$1,720
17	\$698	\$924	\$100	\$1,722
18	\$742	\$881	\$101	\$1,724
19	\$786	\$835	\$102	\$1,723
20	\$837	\$786	\$103	\$1,726
21	\$887	\$734	\$104	\$1,725
22	\$943	\$679	\$105	\$1,727
23	\$1,002	\$620	\$106	\$1,729
24	\$1,064	\$558	\$107	\$1,730
25	\$1,129	\$492	\$108	\$1,730
26	\$1,200	\$422	\$109	\$1,732
27	\$1,274	\$347	\$110	\$1,732
28	\$1,354	\$268	\$112	\$1,734
29	\$1,437	\$184	\$113	\$1,734
30	\$1,529	\$95	\$114	\$1,737
31	\$0	\$0	\$0	\$0
Total	\$20,327	\$28,314	\$3,039	\$51,680

1 - The principal and interest are estimated for the Phase #2 Reimbursement Agreement.

The interest amounts are estimated at the Phase #2 Reimbursement Agreement interest rate of ____ % for years 1 through 5 and ____ % for years 6 through 31.

2 - The Administrative Expenses shown include the estimated district administration and assessment collection costs and will be updated each year in Annual Service Plan Updates.

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix H
Assessment Roll - Phase #2 Assessed Property

Parcel	Lot Type 2 (60' Lot)
Total Assessment	\$17,888
Total Equivalent Units	0.88

Year	Principal ¹	Interest ¹	Administrative Expenses ²	Total Annual Installment
1	\$0	\$1,424	\$91	\$1,515
2	\$0	\$1,424	\$92	\$1,516
3	\$0	\$1,424	\$93	\$1,517
4	\$0	\$1,424	\$94	\$1,518
5	\$0	\$1,424	\$78	\$1,502
6	\$317	\$1,111	\$79	\$1,507
7	\$336	\$1,091	\$80	\$1,506
8	\$356	\$1,070	\$80	\$1,507
9	\$380	\$1,048	\$81	\$1,509
10	\$403	\$1,025	\$82	\$1,510
11	\$427	\$1,000	\$83	\$1,509
12	\$455	\$973	\$84	\$1,512
13	\$481	\$945	\$85	\$1,511
14	\$513	\$915	\$85	\$1,513
15	\$544	\$883	\$86	\$1,513
16	\$578	\$849	\$87	\$1,514
17	\$614	\$813	\$88	\$1,515
18	\$653	\$775	\$89	\$1,517
19	\$692	\$735	\$90	\$1,516
20	\$736	\$692	\$91	\$1,519
21	\$781	\$646	\$92	\$1,518
22	\$830	\$598	\$92	\$1,520
23	\$882	\$546	\$93	\$1,521
24	\$937	\$491	\$94	\$1,522
25	\$994	\$433	\$95	\$1,522
26	\$1,056	\$371	\$96	\$1,524
27	\$1,121	\$306	\$97	\$1,524
28	\$1,192	\$236	\$98	\$1,526
29	\$1,265	\$162	\$99	\$1,526
30	\$1,345	\$84	\$100	\$1,529
31	\$0	\$0	\$0	\$0
Total	\$17,888	\$24,916	\$2,674	\$45,478

1 - The principal and interest are estimated for the Phase #2 Reimbursement Agreement.

The interest amounts are estimated at the Phase #2 Reimbursement Agreement interest rate of ____ % for years 1 through 5 and ____% for years 6 through 31.

2 - The Administrative Expenses shown include the estimated district administration and assessment collection costs and will be updated each year in Annual Service Plan Updates.

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

Appendix H
Assessment Roll - Phase #2 Assessed Property

Parcel	Lot Type 3 (50' Lot)
Total Assessment	\$14,839
Total Equivalent Units	0.73

Year	Principal ¹	Interest ¹	Administrative Expenses ²	Total Annual Installment
1	\$0	\$1,181	\$76	\$1,257
2	\$0	\$1,181	\$76	\$1,257
3	\$0	\$1,181	\$77	\$1,258
4	\$0	\$1,181	\$78	\$1,259
5	\$0	\$1,181	\$65	\$1,246
6	\$263	\$921	\$65	\$1,250
7	\$278	\$905	\$66	\$1,250
8	\$296	\$888	\$67	\$1,250
9	\$315	\$869	\$67	\$1,252
10	\$335	\$850	\$68	\$1,253
11	\$354	\$829	\$69	\$1,252
12	\$378	\$807	\$69	\$1,254
13	\$399	\$784	\$70	\$1,253
14	\$425	\$759	\$71	\$1,255
15	\$451	\$732	\$72	\$1,255
16	\$479	\$704	\$72	\$1,256
17	\$509	\$675	\$73	\$1,257
18	\$542	\$643	\$74	\$1,259
19	\$574	\$609	\$74	\$1,258
20	\$611	\$574	\$75	\$1,260
21	\$648	\$536	\$76	\$1,259
22	\$689	\$496	\$77	\$1,261
23	\$732	\$453	\$77	\$1,262
24	\$777	\$407	\$78	\$1,263
25	\$824	\$359	\$79	\$1,263
26	\$876	\$308	\$80	\$1,264
27	\$930	\$254	\$81	\$1,264
28	\$989	\$196	\$81	\$1,266
29	\$1,049	\$134	\$82	\$1,266
30	\$1,116	\$69	\$83	\$1,268
31	\$0	\$0	\$0	\$0
Total	\$14,839	\$20,669	\$2,219	\$37,726

1 - The principal and interest are estimated for the Phase #2 Reimbursement Agreement.

The interest amounts are estimated at the Phase #2 Reimbursement Agreement interest rate of ____ % for years 1 through 5 and ____% for years 6 through 31.

2 - The Administrative Expenses shown include the estimated district administration and assessment collection costs and will be updated each year in Annual Service Plan Updates.

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)

EXHIBIT B

CITY OF CELINA, TEXAS

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on *March 13, 2018 at 5:00 p.m. at Celina City Council Chambers, 112 N. Colorado St., Celina, Texas 75009*. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Creeks of Legacy Public Improvement District (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the “Act”).

The general nature of the proposed improvements authorized by the Act to be undertaken and financed for the benefit of the property within the District (the “Authorized Improvements”) include water, but are not limited to, landscaping, entryway features, wastewater, sidewalks, streets, roadways, off-street parking, drainage system improvements, trails, parks and open space, special supplemental services for the improvement and promotion of the District, and payment of expenses incurred in the establishment, administration, and operation of the District. The proposed Authorized Improvements to be undertaken at this time include road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm sewer collection system improvements, and costs related to the creation of the District.

The total costs of the Phase #2 Improvements that is proposed to be assessed against property within Phase #2 of the District, including the costs of creating the District is \$7,014,841.00. The total costs of Authorized Improvements to benefit future phases within the District cannot be determined with certainty at this time, but shall not exceed an additional \$5,355,159.00.

The boundaries of the District include approximately 321.357 acres of land generally located north of Frontier Parkway at its intersection with Legacy Drive. The boundaries of Phase #2 of the District include approximately 106 acres of land within the District, as more particularly described by a metes and bounds description is available at Celina City Hall and available for public inspection.

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

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

Attachment: Creeks at Legacy PID Costs resolution (Creeks of Legacy PID Costs Resolution)