



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

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Solar Panels/Wind Energy Systems (Liebman)
- B. Main Street 2017 Calendar of Events (Bise)
- C. Long Term Planning (Chaffin)
- D. Gigabit City update (Howard)
- 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; and 551.072 Deliberations regarding Real Property, to deliberate the purchase, exchange, lease or real value of Real Property

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

Reconvene into Open Session:

- F. Consider and act upon a resolution consenting to the creation of Municipal Management District No. 2 and supporting the legislative creation and providing for related matters.(Eland) (Liebman/Petty)
- G. Consider and act upon any other 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 - Dec 13, 2016 5:00 PM
- 2. City Council - Special Meeting - Dec 19, 2016 5:00 PM

- B. Consider and act upon a contract by and between the City of Celina and CobbFendley for Professional Services related to the TxCDBG water project . (Johnson)
- C. Consider and act upon a Resolution authorizing the City Manager to enter into an agreement between the City of Celina and Parks at Wilson Creek, L.P. for the design and engineering costs for Sunset Blvd. and associated utility and related services, in an amount not to exceed \$552,090.00 (Johnson)
- D. Consider and act upon an engineering consultant change order with Pacheco Koch, LLC. in the maximum amount of \$38,940, for Engineering Services for the Southeast Sector Sewer Line Survey and Route Alignment. (Johnson)
- E. Consider and act upon an engineering consultant change order with Freese and Nichols, Inc. in the maximum amount of \$14,050 for engineering services for the Southeast Sector Elevated Storage Tank and Water Line design. (Johnson)

- F. Consider and act upon a resolution of the City Council of the City of Celina, Texas, ordering and calling a General Election for the purpose of electing a mayor, a council member for Place 4 and a council member for Place 5 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of Denton County and Celina Independent School District Board of Trustees to be held on May 6, 2017. (Faulkner)
- G. Consider and act upon the appointment of Jennifer Kennemer to the Main Street Advisory Board. (Bise)
- H. Consider and act upon a petition from BG-GPT Celina 15 for the voluntary annexation of an approximately 15.471 acre tract of land situated in the Collin County School Land Survey #14, Abstract A0167, and set two public hearing dates on January 17, 2016 at 5:00 P.M. and 5:05 P.M. The property is generally located at the northeast corner of Frontier Parkway and Prairie Crossing. (Stelzer Tract Annexation)

VIII. PUBLIC HEARING/ACTION:

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

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create a Public Improvement District, calling for a public hearing and directing the statutory notices to be given. The property, Cambridge Crossing, is ±639.627 acres situated in the Richard Alderson Survey, Abstract No. 7, the F.D. Gary Survey, Abstract No 360, the I. C. Williamson Survey, Abstract No. 943, and T Staten survey, Abstract No. 806, Collin County, State of Texas. The property is generally located west of the Dallas North Tollway, east of Legacy Drive, north of future Punk Carter Parkway and south of FM 428. (Cambridge Crossing) (Liebman)
- B. The Celina City Council will consider action on adopting an ordinance of the proposed involuntary annexation of approximately a 7.646 acre tract of land situated in the Collin County School Land #14 Survey Abstract No. 167, Tract 37, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located east of the BNSF railroad, west of Preston Road, north of CR 53 and south of Business 289. (Ayala Tract) (Liebman) (Liebman)
- C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Wells South Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutounchian/Petty)

- D. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Wells North Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutouchian/Petty)
- E. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Sutton Fields II Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutouchian/Petty)
- F. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving the Annual Service Plan update to the Service and Assessment Plan and Assessment Roll for public improvements for the Creeks of Legacy Public Improvement District in accordance with Chapter 372, Texas Local Government Code. (Toutouchian/Petty)
- G. Consider and act upon a Construction Replat for Preston Plaza, Lot 32R, Block J, Phase 1 of the Heritage Addition, an approximately 1.965 acre tract of land generally located at the southeast corner of Preston Road and Founders Lane, being a replat of Lot 32, Block J, Phase 1 of the Heritage Addition. (Preston Plaza Construction Replat) (Liebman)
- H. Consider and act to approve the expenditure of funds approved by the Economic Development Corporation to fund Gigabit projects. (Howard)

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



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jessica Matehuala, Assistant
Date: January 10, 2017
Re: <Insert Subject/RE Here>

Action Requested:

Long Term Planning (Chaffin)

Background Information:

<Insert Background Info Here>

Board Review/Citizen Input:

<Insert Review/Citizen input here>

Alternatives:

<Insert Alternative here>

Financial Considerations:

<Insert Financial Considerations here>

Legal Review:

<Insert Legal Review Here>.

Supporting Documents:

<Insert Supporting Documents Here>

Staff Recommendation:



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, DECEMBER 13, 2016 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived	Departed
Mindy Koehne	City of Celina	Place 5	Present		
Andy Hopkins	City of Celina	Place 3	Present		
Bill Webber	City of Celina	Place 1	Present		
Carmen Roberts	City of Celina	Place 4	Present		
Chad Anderson	City of Celina	Place 6	Present		8:40 PM
Wayne Nabors	City of Celina	Place 2	Absent		
Sean Terry	City of Celina	Mayor	Present		

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Employee introductions and recognitions. (Griggs, Liebman)

Chief Tony Griggs introduced new Public Safety Officer Jordan Cantu, new Officers Jonathan Harris and Cortnie Webb, promotions to Sergeant of Tim Hale and Kyle Peck and promotion to Corporal of Tim Hebert. Director of Planning and Development Services Helen-Eve Liebman introduced new Building Inspector Keith Myers and new Permit Technician Pricila Blanco.

B. Legislative update. (Focused Advocacy Snapper Carr)

Snapper Carr with Focused Advocacy briefed the City Council on the upcoming Legislative Session.

C. Engineering activity update. (Johnson)

Director of Engineering Gabe Johnson briefed the City Council on agenda items related to engineering.

D. Wastewater Treatment Plant expansion update. (Fourmentin)

Director of Public Works Alan Fourmentin briefed the City Council on the proposed Wastewater Treatment Plant expansion.

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

No other items were discussed.

III. EXECUTIVE SESSION:

The City Council adjourned into Executive Session at 5:42 p.m. on items posted and Action Items A, B, C, D, G, M, N, O and P with Interim City Manager Rick Chaffin, City Attorneys Trey Sargent and Julie Fort, Consultants Trent

Minutes Acceptance: Minutes of Dec 13, 2016 5:00 PM (Minutes Approval)

and Mary Petty, Director of Engineering Gabe Johnson and Director of Planning and Development Services Helen-Eve Liebman. Mayor Terry recused himself from the session during discussion of Action Items A, O and P.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property and Texas Government Code 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee,

and 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. Consider and act to approve the easement payment for property related to sewer easements and right-of-way north of FM 1461, east of Preston Road and south of Punk Carter Blvd and west of CR 86. (Johnson)
- B. City of Celina, Texas v. Holland Morrison, Shannon Morrison, Cause No. 005-01304-2016
- C. Main Street Director

Reconvene into Open Session:

The City Council reconvened into open session at 6:47 p.m.

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

Councilman Hopkins moved to authorize the City Engineer to proceed as discussed in Executive Session (Item A). No other motions regarding additional items discussed were made.

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Corbett Howard gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Fair Housing Month Proclamation

VI. OPEN FORUM:

No public comment was received.

VII. CONSENT AGENDA:

Minutes Acceptance: Minutes of Dec 13, 2016 5:00 PM (Minutes Approval)

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

A. Minutes Approval:

1. City Council - Work Session - Oct 5, 2016 4:00 PM
 2. City Council - Regular Meeting - Nov 8, 2016 5:00 PM
 3. City Council, Planning & Zoning Commission and Economic Development Corporation - Work Session - Nov 9, 2016 5:30 PM
 4. City Council, Planning & Zoning Commission and Economic Development Corporation - Special Meeting - Dec 6, 2016 4:00 PM
- B. Consider an act upon an agreement by and between the City of Celina and Denton County for Emergency Medical Services. (Metdker)
- C. Consider an act upon an agreement by and between the City of Celina and Denton County for fire related services. (Metdker)
- D. Consider and act upon a contract by and between the City of Celina and Garver for Professional Services related to the Downtown Drainage Master Plan Update. (Johnson)
- E. Consider and act upon a contract by and between the City of Celina and Hach Company to Provide Data Delivery Services. (Johnson)
- F. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Pipeline Analysis, LLC in the amount of \$149,496.83 for professional services relating to a sanitary sewer inflow and infiltration study. (Fourmentin)
- G. Consider and act to authorize the City Manager to execute Work Order #5 between the City of Celina and Garver, LLC in the amount of \$805,515 for professional services relating to the Wastewater Treatment Plant improvements. (Fourmentin)
- H. Consider and act upon a contract by and between the City of Celina and Halff Associates for Professional Services related to the Police Station Parking Lot Improvements. (Johnson)
- I. Consider and act upon a Final Plat for Light Farms, The Eastland Neighborhood Phase 2 being approximately 24.04 acres situated in the Collin County School Land Survey #14, Abstract No. 167, comprising of 37 residential lots and three (3) open space lots. The property is generally located north of Frontier Parkway, west of Worthington Way and east of the BNSF Railroad. (Light Farms Eastland Phase 2) (Liebman)

Minutes Acceptance: Minutes of Dec 13, 2016 5:00 PM (Minutes Approval)

- J. Consider and act upon a Construction Plat for Coit Business Park being approximately 10.00 acres situated in the McKinzie Wilhite Survey, Abstract No. 1008, comprising of 1 Commercial lot. The property is located approximately 1,400 feet north of the intersection of CR 86 (Coit Road) and CR 84 (Coit Business Park) (Liebman)
- K. Consider and act upon a resolution for the City to adopt the following: Citizen Participation Plan and Grievance Procedures (Form A1013); Section 3 Policy (Form A1002); Excessive Force Policy (Form A1003); Section 504 Policy and Grievance Procedures (Form A1004); and Fair Housing Policy (Exhibit 1015) (Johnson)

(2016-58R)

- L. Consider and act upon a resolution by the City Council designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Texas Community Development Block Grant program (TxCDBG) contract number 7216091. (Johnson)

(2016-59R)

- M. Consider and act upon a petition from BG-GPT Celina 15 for the voluntary annexation of an approximately 15.471 acre tract of land situated in the Collin County School Land Survey #14, Abstract A0167, and set two public hearing dates on January 10, 2016 at 5:00 P.M. and 5:05 P.M. The property is generally located at the northeast corner of Frontier Parkway and Prairie Crossing.

- N. Consider and authorize the interim city manager to sign a "waiver of conflict and consent to mediation by Richard M. Abernathy" in Cause No. 005-01304-2016, City of Celina, Texas v. Holland Morrison, Shannon Morrison and Independent Bank. (Johnson)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing and take action to abolish, continue, or modify the Celina Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.02: Minors: Division 2: Curfew. (Griggs)

Mayor Terry opened the hearing at 6:52 p.m. Chief Griggs recommended continuing the ordinance. No public comment was received. Councilman Webber moved to continue the ordinance. The hearing was closed at 6:54 p.m.

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

- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of an approximately 43.0 acre tract of land situated in the M. Wilhite Survey, Abstract No. 1008, Collin County, Texas, and generally located east of CR 83, west of CR 86 (future Coit Road), and north of CR 84, Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned PD, Planned Development District #74. (Ken Wood Tract Rezoning) (Liebman)

Minutes Acceptance: Minutes of Dec 13, 2016 5:00 PM (Minutes Approval)

(2016-74) Mayor Terry opened the hearing at 6:54 p.m. Those speaking were:

Shea Kirman, 312 W. Walnut, representing the applicant and seeking approval.

Vic Stalick, 3642 Quail Hollow, said he is still concerned with the density of housing along CR 83.

Elaine Ford, 3090 Olive Street, Dallas, with Hillwood said they were in support of the plan but would like the 40 foot lots on the western border to be set.

Erik Geiger, 1123 E. Ownsby Parkway, said the plan is better, but the less in the 3 acre area, the better.

David Shipley, 3618 Quail Hollow, said if they took the 40 foot lots to 60 foot lots he would like it better.

Jeff Knowles, 3956 Peregrine Point, had an issue with the location of the water tower. He asked if the water tower could be taken off of the plan.

Steven Boger, 3700 Preston Hills Circle, said that generally speaking its a better blend, on Tract B he would like bigger lots.

The hearing was closed at 7:07 p.m.

Mayor Terry called the roll as this item required a super majority vote. Councilwoman Koehne-yes, Councilwoman Roberts-yes, Councilman Hopkins-yes, Councilman Anderson-yes, Councilman Webber-yes.

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

- C. The Celina City Council will consider action on adopting an ordinance of the proposed voluntary annexation of approximately 237.542 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 tracts 91-94, Tracts 95, 38 96, tracts 1, 2 and 74; the Samuel Queen Survey, Abstract No. 731, Tract 7; the J.K. Rice Survey, Abstract No 767, Tract 2; the H.C. Routh Survey, Abstract No. 765, Tract 11; and the B.B.B. and C. RR. Co Survey Abstract No. 132, Tract 20, Collin County, Texas. The properties are generally located east and west of Preston Road (SH 289), east of the Burlington Northern Santa Fe Railroad, south of FM 455, and North of CR 53. (Old Celina Annexations) (Liebman)

(2016-75)

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

- D. Consider and act upon a post annexation service agreement by and between Old Celina, Ltd., a Texas limited partnership and affiliated and related entities owned, controlled or held in trust by Rex and Sherese Glendenning and more particularly described in the attached agreement as "Owners" and the City of Celina, Texas to extend the time frame in which the City is required to provide certain services to annexed tracts of land totaling approximately 236.59 acres. (Old Celina Ltd.) (Liebman)

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

- E. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of an approximately 434.857 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the Henry Bentley Survey, Abstract No. 124, the George Wiley Survey, Abstract No. 988, the Samuel McCullough Survey, Abstract No. 593, the B.B.B. & C. RR. Survey, Abstract No. 132, and the George Wiley Survey, Abstract No. 988, Collin County, Texas, and generally located south of FM 455 and west of FM 428; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-75, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 1 Rezoning) (Liebman)

(2016-76) Mayor Terry opened the hearing at 7:11 p.m. Director of Planning and Development Services Helen-Eve Liebman presented conditions for approval as recommended by staff and the Planning and Zoning Commission. Dale Bainum, 3541 Heritage Trail, said it would be a wise move to reserve rights for public input and council approval. The hearing was closed at 7:39 p.m. Councilwoman Roberts moved to approve subject to staff comment. Councilman Hopkins seconded. The motion carried. 5-yes;0-no. Matthew Kiran, 15505 W. FM 455, said this was not what the applicant wanted.

Councilman Hopkins moved to reopen the discussion. Councilwoman Roberts seconded. The motion carried. 5-yes;0-no.

Matthew Kiran, 15505 W. FM 455, representing the applicant introduced Scott Polikov with Gateway Planning who discussed terms (conditions) that were appropriate and those that were not. Much discussion followed. Dale Bainum, 3541 Heritage Trail, said it didn't seem like this item was ready for the agenda and this needed to be tabled and worked through. Matthew Kiran, 15505 W. FM 455, requested that they (the applicant) remove what they said they would remove and stay with the form based zoning. The hearing was closed at 8:17 p.m.

The City Council adjourned into Executive Session at 8:17 p.m. under Texas Government Code 551.071, Consultation with Attorney with Interim City Manager Rick Chaffin, Director of Planning and Development Services Helen-Eve Liebman and City Attorneys Trey Sargent and Julie Fort. The City Council reconvened into open session at 8:30 p.m.

Councilman Hopkins moved to rescind all votes. Councilwoman Koehne seconded. The motion carried. 5-yes; 0-no.

The applicant presented the conditions that were key to their project. More discussion followed.

Councilwoman Roberts moved to approve item E in agreement with staff comments subject to revisions agreed to on the record by the applicant.

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

- F. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of an approximately 573.709 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in Samuel McCullough Survey, Abstract No. 593, the B.B.B. & C. RR. Survey, Abstract No. 132, and the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas and generally located south of the Historic Downtown, west of the Burlington Northern Santa Fe Railroad (BNSF), east of the Dallas North Tollway and FM 428, and north of the future alignment of the Outer Loop and CR 53; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-76, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 2 Rezoning) (Liebman)

(2016-77) Mayor Terry opened the hearing at 8:36 p.m. No public comment was received. The hearing was closed at 8:38 p.m. Councilman Webber moved to approve item F in agreement with staff comments subject to revisions agreed to on the record by the applicant.

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

- G. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of an approximately 198.297 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas and generally located west of Preston Road, east of the BNSF Railroad, south of CR 55, and north of the future alignment of the Outer Loop and CR 53; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-77, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, L-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 3 Rezoning) (Liebman)

(2016-78) Mayor Terry opened the hearing at 8:38 p.m. Dale Bainum, 3541 Heritage Trail, asked if this meant that residential development would be in the Preston Road overlay? The hearing closed at 8:40 p.m.

Councilwoman Roberts moved to approve item G in agreement with staff comments subject to revisions agreed to on the record by the applicant.

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

- H. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of an approximately 308.051 acre tract of land (and half of the rights-of-way adjacent to that tract) situated the Collin County School Land Survey #14, Abstract No. 167, Collin County, Texas and generally located east of Preston Road, south of FM 455, north of Sunset Boulevard, and west of CR 90; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned PD-78, Planned Development zoning district with base zoning designations of MU-2, Regional Mixed Use zoning district, I-1, Light Industrial zoning district, and SF-R, Single Family Residential zoning district. (Old Celina Ltd. Group 4 Rezoning) (Liebman)

(2016-79) Mayor Terry opened the hearing at 8:40 p.m. No public comment was received. The hearing closed at 8:41 p.m.

Councilwoman Roberts moved to approve item H in agreement with staff comments subject to revisions agreed to on the record by the applicant.

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

- I. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance of the City Council of the City of Celina, Texas, amending Ordinance No. 2006-57, as heretofore amended the same being the Comprehensive Zoning Ordinance, and amending the Official Zoning Map of the City by designating the zoning of an approximately 13.416 acre tract of land (and half of the rights-of-way adjacent to that tract) situated in the B.B.B. & C. RR. Survey, Abstract No. 132, Collin County, Texas and is generally located south of W. Cedar Street, west of S. Arizona Drive, east of S. Utah Drive, and north of the future alignment of Sunset Boulevard; as described in Exhibit "A," and depicted in Exhibit "B," attached hereto and incorporated herein to be zoned CF, Community Facilities zoning district. (CISD School Site Rezoning) (Liebman)

(2016-80) Mayor Terry opened the hearing at 8:42 p.m. No public comment was received. The hearing was closed at 8:43 p.m.

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

- J. The City Council will conduct a public hearing to consider testimony and act upon a rezoning request for a tract of land totaling approximately 49.25 acres from an AG, Agricultural zoning district to a PD, Planned Development zoning district with base zoning designations of SF-R, Single-Family Residential zoning district and MU-2, Regional Mixed Use zoning district. The property is situated in the McKenzie White Survey, Abstract No. 1009, Collin County, Texas and generally located south of Choate Parkway (CR 88), and east of future Coit Road (CR 86). (Aves 49) (Liebman)

(2016-81) Councilwoman Koehne recused herself from the discussion of this item due to a conflict of interest. Shea Kirkman, 312 W. Walnut, representing the applicant presented the project. No public comment was received. The hearing closed at 8:50 p.m.

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

- K. The Celina City Council will conduct two public hearings at 5:00 P.M. and 5:05 P.M. regarding an involuntary annexation of a 7.646 acre tract of land situated in the Collin County School Land #14 Survey Abstract No. 167, Tract 37, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located east of the BNSF railroad, west of Preston Road, north of CR 53 and south of Business 289. (Ayala Tract) (Liebman)

Mayor Terry opened the first hearing at 8:50 p.m. No public comment was received. The hearing was closed at 8:52 p.m.

Mayor Terry opened the second hearing at 8:52 p.m. No public comment was received. The hearing was closed at 8:52 p.m.

- L. The Celina City Council will conduct a public hearing to consider and discuss the proposed assessments to be levied against the assessable property within the Mustang Lakes Phase 2 Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±682 acre tract of land, situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and generally located north of FM 1461 (Frontier Parkway) and west of FM 2478 (Custer Road). (Mustang Lakes Phase 2 PID) (Liebman)

Mayor Terry opened the hearing at 8:53 p.m. No public comment was received. The hearing was closed at 8:53 p.m.

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City of Celina, Texas, approving the form and authorizing the distribution of a preliminary official statement for the City of Celina, Texas Special Assessment Revenue Bonds, Series 2017 (Ownsby Farms Public Improvement District Phase #1 project) and approving the form and authorizing the distribution of a Preliminary Official Statement for the City of Celina, Texas Special Assessment Revenue Bonds, series 2017 (Ownsby Farms Public Improvement District Phase #2 Major Improvement Project); and resolving other matters incident and related thereto. (Ownsby Farms) (Liebman)

(2016-60R) Mayor Terry recused himself at this time, 8:54 p.m. Councilwoman Roberts called for the vote.

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

- B. Consider and act upon an ordinance approving the Tax Increment Reinvestment Zone Number Five "5", City of Celina, Texas Final Project and Finance Plan for Old Celina LTD. (Old Celina LTD.) (Liebman)

(2016-82)

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

- C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, approving and authorizing the Mayor to execute an Tax Increment Reinvestment Zone Number Five "5" Reimbursement Agreement between the City of Celina, Texas and Old Celina LTD. (Old Celina LTD.) (Liebman)

(2016-83) Councilman Hopkins moved to approve item C subject to clarifications (stated language clean up).

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

- D. Consider and act upon a resolution setting a date, time and place (Tuesday, January 10, 2017 at 5:00 PM & Tuesday, January 10, 2017 at 5:05 PM) at 112 N. Colorado Dr., Celina, TX 75009, for public hearings on the proposed annexations of a 1 acre tract of land and half of adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of the Rolling Meadows Estates. (Custer MD Tract) (Liebman)

(2016-61R) Councilman Hopkins moved to approve item D with the hearing dates of February 14th.

Minutes Acceptance: Minutes of Dec 13, 2016 5:00 PM (Minutes Approval)

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

- E. Consider and act upon a Resolution authorizing the City Manager to enter into an agreement between the City of Celina and Parks at Wilson Creek, L.P. for the design and engineering costs for Sunset Blvd. and associated utility and related services, in an amount not to exceed \$540,900.00 (Johnson)

(2016-62R)

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

- F. Consider and act upon a resolution of the City Council of the City of Celina accepting and approving The Lakes at Mustang Ranch Public Improvement District (Mustang Lakes) Sewer Reimbursement Agreement for the City's portion of the Southeast Sector Sewer Line, Phase 5A.

(2016-63R)

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

- G. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, accepting and approving a Service and Assessment Plan and Phase #2 Assessment Roll for Mustang Lakes Phase 2 Public Improvement District; making a finding of Special Benefit to the property in the District, levying special assessments against property within the District and establishing a lien on such property; providing for payment of the Phase #2 Assessments, in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of Major Improvement Area assessments, and providing penalties and interest on delinquent assessments, Providing for severability and providing an effective date. (Mustang Lakes PID) (Liebman)

(2016-84)

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

- H. Consider and act upon a Construction Plat for Light Farms Way and Doe Branch Regional Park being approximately 82.48 acres situated in the John Ragsdalre Survey, Abstract No. 734 Collin County, Texas comprised of two (2) recreational lots and one (1) amenity center lot. The property is situated north of Light Farms Way, South of CR 51 east of Dallas Parkway, and west of the BNSF Railroad. (Light Farms Way & Regional Park) (Liebman)

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

- I. Consider and act upon an agreement by and between The City of Celina, Texas and Greater Celina Chamber of Commerce for Parkfest. (Montgomery)

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

- J. Consider and act upon an Interlocal Agreement by and between the City of Celina and LFC Land Co., LLC, and Collin County MUD no. 1 pertaining to the contracting for fire protection services for the District. (Light Farms) (Liebman)

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

- K. Consider and act upon an Interlocal Agreement by and between the City of Celina and Collin County MUD no. 1 pertaining to the contracting for law enforcement services for the District. (Light Farms) (Liebman)

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

- L. Consider and act upon a ninth amendment to the Amended and Restated Development Agreement with Light Farms Parties. (Liebman)

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

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

Councilman Hopkins moved to table items M, N, O, and P in one motion.

RESULT: TABLED [UNANIMOUS] **Next: 1/10/2017 5:00 PM**
SECONDER: Andy Hopkins, Place 3
AYES: Koehne, Hopkins, Webber, Roberts
ABSENT: Anderson, Nabors

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

RESULT: TABLED [UNANIMOUS] **Next: 1/10/2017 5:00 PM**
MOVER: Andy Hopkins, Place 3
SECONDER: Bill Webber, Place 1
AYES: Koehne, Hopkins, Webber, Roberts
ABSENT: Anderson, Nabors

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

RESULT:	TABLED [UNANIMOUS]	Next: 1/10/2017 5:00 PM
MOVER:	Andy Hopkins, Place 3	
SECONDER:	Bill Webber, Place 1	
AYES:	Koehne, Hopkins, Webber, Roberts	
ABSENT:	Anderson, Nabors	

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

RESULT:	TABLED [UNANIMOUS]	Next: 1/10/2017 5:00 PM
MOVER:	Andy Hopkins, Place 3	
SECONDER:	Bill Webber, Place 1	
AYES:	Koehne, Hopkins, Webber, Roberts	
ABSENT:	Anderson, Nabors	

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 9:08 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Dec 13, 2016 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
MONDAY, DECEMBER 19, 2016 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

II. ACTION ITEMS:

1. Consider and act upon a resolution of the City of Celina, Texas determining the costs of certain authorized improvements to be financed by the Ownsby Farms Public Improvement District; approving a preliminary service plan and assessment plan, including proposed assessment rolls; calling a regular meeting and noticing a public hearing for January 10, 2017 to consider an ordinance levying assessments on property located within the Ownsby Farms Public Improvement District. (Liebman)

(2016-64R)

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

III. EXECUTIVE SESSION:

City Council adjourned into Executive Session at 5:03 p.m. With City Attorneys Lance Vanzant and Julie Fort and Consultants Mary and Trent Petty.

Item B was discussed first with City Attorney Lance Vanzant and Interim City Manager Rick Chaffin. After the discussion Councilwoman Koehne left the Executive Session due to a conflict of interest with Item A. Attorney Fort and the Consultants joined the City Council for a discussion of Item A.

Minutes Acceptance: Minutes of Dec 19, 2016 5:00 PM (Minutes Approval)

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, and 551.087, Deliberation Regarding Economic Development Negotiation, and 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties,

discipline, or dismissal of a public officer or employee.

- A. Proposed special legislation creating Celina Municipal Management District No. 2 (Eland Ranch)
- B. Main Street Director

Reconvene Into Open Session:

The City Council reconvened into open session at 5:21 p.m.

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

No action was taken out of Executive Session.

IV. ADJOURNMENT:

There being no further comment Mayor Pro Tem Anderson adjourned the meeting at 5:21 p.m.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Dec 19, 2016 5:00 PM (Minutes Approval)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Catherine Oduro, Engineer
CC: Vicki Faulkner, City Secretary
Date: January 10, 2017
Re: Professional Services Contract - CobbFendley- TxCDBG Water Project

Action Requested:

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

Background Information:

CobbFendley will assist the City in the design of a water line project which consist of the replacement of water lines in Downtown including fire hydrants, service reconnection, pavement repair, and all associated appurtenances to prevent frequent maintenance issues and disruptions in service. Approximately four thousand two hundred and eighty-five linear feet (4,285 l.f.) of one inch (1") to eight-inch (8") water line shall be installed.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

This contract is for a lump sum of \$74,000 and will be funded from the 2017 bond sale.

Legal Review:

The City Attorney will review the proposed contract for content and form

Supporting Documents:

See attached

Staff Recommendation:

Approve

December 22, 2016

AUTHORIZATION FOR PROFESSIONAL SERVICES

Mr. Gabe Johnson, P.E.
City Engineer
City of Celina
10165 CR 106
Celina, Texas 75009

Re: Water System Improvements
Downtown Area System Upgrades
Texas CDBG Program 2015-2016

Dear Mr. Johnson:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering design services to you in connection with your Texas Community Development Block Grant Program for 2015-2016. The project consists of water system improvements at the following downtown area locations:

- Alley between W. Pecan St. and W. Beech St. from N. Louisiana to N. Colorado St.
- N. Ohio St. from Alley between W. Pecan St. and W. Beech St. to W. Beech St.
- W. Oak St. from S. Kentucky Dr. to S. Alabama Dr.
- S. Colorado Dr. from W. Elm St. to point east of W. Cedar St.
- Abandonment of Waterline on W. Pecan St. from N. Louisiana to N. Colorado St.

CobbFendley's services are to be performed for the sole benefit of the City of Celina ("Client"), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley ("Engineer") with respect to this project.

Financial assistance for this Project is expected to be provided by the Texas Community Development Block Grant Program ("Agency"), a governmental entity. Nothing herein creates any contractual relationship between the Agency and Engineer.

CobbFendley recognizes that the City of Celina has awarded this contract in accordance with the Texas Government Code, Chapter 2254, and Subchapter A.

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

SCOPE OF SERVICES

FEDERAL COMPLIANCE

1. Cobb Fendley will include in all contracts, contract documents and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
 - Will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services
City of Celina
 Water System Improvements



- Executive Order 11246 – Equal Employment Opportunity.
- Copeland Anti-Kickback Act.
- Davis Bacon Act – prime contractor contracts in excess of \$2,000.
- Section 103 and 107 of the Contract Work Hours and Safety Standards Act – contracts in excess of \$2,000.
- A provision recognizing mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- Section 3 of the Housing and Urban Development Act of 1969.
- Title VI of the Civil Rights Act of 1964.

PRELIMINARY PHASE

1. Attend a preliminary conference with the Client and the funding agency manager. Review the scope of the project, status of existing plans, establish design review dates, and discuss any possible alternatives.
2. Perform a walk-thru over the project area, observe and discuss any data that will affect the overall design and construction.

DESIGN PHASE

1. Provide field survey as may be necessary to obtain field data for use in preparing the design plans.
2. Prepare 60% design drawings and specifications for the project and submit three (3) copies to the Client for review.
3. Prepare 90% design drawings and specifications for the project addressing the Client's 60% design review comments and submit three (3) copies to the Client for review.
4. Prepare construction drawings and specifications for the project addressing the Client's 90% design review comments.
5. Prepare the proposal form for construction with deductive alternates where feasible, so that should the lowest responsive bid for construction exceed the funds available, deductive alternates can be taken to reduce the price.

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services
City of Celina
 Water System Improvements



6. Use forms for instructions to bidders, general conditions, bid bond, performance bond, and payment bond which have approval of the funding agency.
7. Furnish the City with necessary copies of approved Contract Documents (construction drawings and specifications, contract, notice to proceed, and proposal form).
8. If required, communicate confirmation of the prevailing wage decision. Incorporate any wage rate modifications or supersedes via bid addendum.

BIDDING PHASE

1. Prepare the advertisement for bid of the project. The City shall be responsible for publishing the advertisement in the newspaper.
2. Conduct a bid opening, tabulate the bids and review bids for completeness and accuracy.
3. Perform contractor eligibility verification.
4. Issue Notice of Award to construction contractor.

CONSTRUCTION PHASE

1. Conduct a preconstruction conference. At that time furnish six (6) executed sets of contract documents and six (6) half size conformed copies of the drawings for construction.
2. Issue the Start of Construction Notice to the funding agency and the Notice to Proceed to the construction contractor.
3. Make periodic visits to the site (as distinguished from the continuous services of a resident project inspector) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. CobbFendley will endeavor to protect the City in providing the construction services however, it is understood that CobbFendley does not guarantee the Contractor's performance, nor is CobbFendley responsible for supervision of the Contractor's operation and employees. CobbFendley shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. CobbFendley shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. Consult and advise with the City; issue all instructions to the Contractor requested by the City; and prepare and issue routine change orders with City's approval.

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services**City of Celina****Water System Improvements**

4. Review samples, catalog data, schedules, shop drawings, laboratory, shop, and mill tests of material and equipment and other data which the Contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. The Contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by Engineer does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Engineer is not responsible for any errors in the review.
5. Obtain and review monthly and final estimates for payments to contractors, and furnish to the City any recommended payments to contractors and suppliers: assemble written guarantees which are required by the Contract Documents. Require a 10% retainage to be withheld from all payments on construction contracts until final acceptance by the City and approval by the funding agency, unless prohibited by law.
6. Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s).
7. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" and a CD containing PDF and CADD files shall be provided by CobbFendley to City.

CLIENT RESPONSIBILITIES

The City of Celina will provide the following information in a timely manner so as not to delay the services of CobbFendley:

1. The City will provide any available design plans, surveys, property information, utility locations, CADD files or any other pertinent information.
2. The City shall attend meetings and make final decisions on design issues such that questionable matters may be resolved and the Project progress as scheduled.

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services**City of Celina****Water System Improvements**

3. The City shall provide CobbFendley access to the site and allow interviews with personnel that have a working knowledge of the facilities within the Project area. The City shall make available personnel to assist in the locating of utility lines, which cannot be identified by other means.
4. The City will be responsible for providing construction inspection on the Project. CobbFendley will only provide general Project representation based on the number of site visits provided in this proposal.

ADDITIONAL SERVICES

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley. If the City authorizes additional services to be performed by CobbFendley, said services shall be provided in accordance with an agreed upon scope and fee between the City and CobbFendley.

BASIS OF COMPENSATION

We propose to do the described Engineering Services for the following Lump Sum fees:

Basic Services (Design, Bidding and Construction Services)

Preliminary.....	\$3,300.00
Design.....	\$55,000.00
Bidding	\$3,300.00
Construction	<u>\$12,400.00</u>
Total Compensation	\$ 74,000.00

Invoices from CobbFendley will be submitted on a monthly basis and payment due 30 days from invoice submittal. Payment of Invoice to the engineer is NOT dependent on the owner receiving reimbursement for professional services from the awarded grant. If the terms of the grant call for the project to be closed out before any payments, partial or in full, may be made to the engineer, the owner must pay the engineer from its own financial sources for completed final engineering services and seek reimbursement from the grant at the close out of the project.

SCHEDULE OF SERVICES

CobbFendley is authorized to begin work on this project immediately upon receipt of Client's signature on this Authorization and any additional authorizations that may be required from the property owner. Any delay by Owner or Client in providing proper and sufficient documents may delay CobbFendley's performance of its services, in which case CobbFendley shall be entitled to an extension of time to complete those services. CobbFendley anticipates the following schedule:

Design NTP.....	January 11, 2017
Advertise	May 9, 2017
Open Bids.....	May 30, 2017
Council Agenda	June 6, 2017
Council Award	June 13, 2017
Pre-Con / NTP	June 10, 2017
Construction Complete	September 12, 2017

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services
City of Celina
 Water System Improvements



PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional engineering services to your firm is appreciated and we look forward to working on this project with you.

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and

between the City of Celina, called the "Client", Acting herein by _____
 hereunto duly authorized, and Cobb Fendley & Associates, Inc. called the "Engineer" acting herein by
 Ted Sugg, P.E.

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

This proposal accepted by:
CITY OF CELINA, TEXAS

 Ted Sugg, P.E.
 Principal

 Signature

 Title

 Date of Authorization

TDA CONTRACT TERMS

1. **LOCAL PROGRAM LIAISON** - For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Engineer. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
2. **ACCESS TO INFORMATION** - The Comptroller General of the United States, the City, the Texas Department of Agriculture, and the Texas State Auditor's Office, , the U.S. Department of Housing and Urban Development (HUD), or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Engineer's agreement with the City or the administration, construction, engineering or implementation of the TxCDBG award between TDA and City.
3. **RECORDS AND AUDITS** - The Engineer shall provide record of engineering invoices, approved contractor invoices, and copies of relevant records to the City. The Engineer shall maintain fiscal

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services
City of Celina
 Water System Improvements



records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Engineer and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

4. **TERMINATION OF AGREEMENT FOR CAUSE** - If the Engineer fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Engineer violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Engineer shall be entitled to receive reasonable compensation for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Agreement.

Notwithstanding the above, the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Engineer, and the City may set-off the damages it incurred as a result of the Engineer's breach of the contract from any amounts it might otherwise owe the Engineer.

5. **TERMINATION FOR CONVENIENCE OF THE CITY** - The City and/or Engineer may terminate this Agreement at any time by giving at least ten (10) days' written notice. If this Agreement is terminated for convenience, the City will pay the Engineer for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Agreement.
6. **CHANGES** - The City may, from time to time, request changes in the services the Engineer will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Engineer's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
7. **RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS** - In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services
City of Celina
 Water System Improvements



notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

8. CONFLICTS OF INTEREST

- a. **GOVERNING BODY** - No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Engineer or this Agreement; and the Engineer shall take appropriate steps to assure compliance.
- b. **OTHER LOCAL PUBLIC OFFICIALS** - No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Engineer or this Agreement; and the Engineer shall take appropriate steps to assure compliance.
- c. **THE ENGINEER AND EMPLOYEES** - The Engineer warrants and represents that it has no conflict of interest associated with the TxDBG award between TDA and the City or this Agreement. The Engineer further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Engineer further agrees that it will not employ an individual with a conflict of interest as described herein.

9. **DEBARMENT AND SUSPENSION** (Executive Orders 12549 and 12689) - The Engineer certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Engineer. The Engineer understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services
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participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

10. Federal Civil Rights Compliance

11. EQUAL OPPORTUNITY CLAUSE (applicable to contracts and subcontracts over \$10,000).

During the performance of this contract, the Engineer agrees as follows:

- a. The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Engineer will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

COBB FENDLEY: _____ CLIENT: _____

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- e. The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Engineer will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.
12. CIVIL RIGHTS ACT OF 1964 - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 - The Engineer shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

COBB FENDLEY: _____ CLIENT: _____

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14. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED - The Engineer agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
15. AGE DISCRIMINATION ACT OF 1975 - The Engineer shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
16. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352),(If contract greater than or equal to \$100,000) - The Engineer certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Engineer shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. DIRECT EXPENSES - CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.
2. OUTSIDE SERVICES - When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.
3. COST PROJECTIONS - If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.
4. PROFESSIONAL STANDARDS - CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professionals and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services
City of Celina
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5. **TERMINATION** - Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.
6. **OWNERSHIP OF DOCUMENTS** - All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.
7. **USE OF ELECTRONIC DOCUMENTS** - Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in other electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.
8. **HAZARDOUS ENVIRONMENTAL CONDITIONS** - CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)
9. **FORCE MAJEURE** - Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services
City of Celina
 Water System Improvements



10. CONSTRUCTION PHASE SERVICES - If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.
11. LIMITATION OF LIABILITY FOR DAMAGES - IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.
12. ALTERNATIVE DISPUTE RESOLUTION - In the event that any dispute shall arise between Client and CobbFendley regarding the parties' rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.
13. LEGAL EXPENSES - In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party's reasonable and necessary attorney's fees, costs and expenses as incurred therein.
14. PAYMENT TO COBBFENDLEY - Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable upon receipt. Interest at the rate of 1.5% per month may be charged on all amounts not paid within thirty (30) days after receipt, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within 10 working days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services**City of Celina****Water System Improvements**

Progress payments on CobbFendley fees for percentage of project complete and out of pocket expenses incurred will be due and payable upon receipt of invoice at the end of each month. Should invoices not be paid within thirty (30) days from date of invoice, interest thereon at a rate equal to 1.5% per month on the unpaid balance shall be added each month to the sum shown as due by the invoice beginning with the date of invoice.

If payment is not received within 90 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid.

15. **AUTHORIZATION OF OWNER** - Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.
16. **CONTRACT DOCUMENTS** - This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.
17. **BENEFICIARIES AND ASSIGNMENT** - This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.
18. **GENERAL LIMITING CONDITIONS FOR PROFESSIONAL FINANCE & DEVELOPMENT ADVISORY SERVICES** - Any market or financial projections provided are based on estimates, research, Client meetings, and assumptions developed from our knowledge of the public and private finance and development industries. CobbFendley believes these sources to be reliable, but offers no assurances or guarantees as to the reliability of information obtained from others. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved may vary from those described in our analyses and the variations could be material. All statements made by CobbFendley represent our best-efforts opinion on the subject matter at hand at the current time when statements were made.

CobbFendley has no obligation to revise any report or analysis to reflect events or conditions which occur subsequent to the date of the report. These events or conditions include without limitation economic factors; governmental actions; acts of war or terrorism; acts of God; additional competitive developments; construction delays; cost overruns, labor availability and unforeseen costs; theft, loss or vandalism; and interest rates, financing availability and other financial and market factors. CobbFendley will be available to discuss the necessity for revision in view of these changes or market factors. These revisions will be considered additional services.

COBB FENDLEY: _____ CLIENT: _____

Authorization for Professional Services**City of Celina****Water System Improvements**

CobbFendley is not an accounting or securities firm, and CobbFendley has not followed the procedures established by the American Institute of Certified Public Accountants, the Securities and Exchange Commission or other such regulatory bodies. As such, all financial statements and financial data, in draft or final form, have not been prepared in accordance with generally accepted accounting principals (GAAP). Any report and prospective financial analysis are intended solely for the Client's information, and should not be relied upon for any other purposes. Otherwise, neither the report nor its content, nor any reference to CobbFendley may be included or quoted in any offering circular or registration statement, prospectus, loan, or other agreement or document, nor in any way may be used as a violation of any federal or state securities law.

Attachment: CobbFendley Celina Grant Contract 12-22-16 (1885 : CobbFendley-TxCDBG Engineering Services)

COBB FENDLEY: _____ CLIENT: _____



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Engineering
 CC: Rick Chaffin, Interim City Manager
 Date: January 10, 2017
 Re: Sunset Parkway Agreement

Action Requested:

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

Background Information:

As part of the PID creation for the Parks at Wilson Creeks there was an item in the development agreement that allowed for a TIRZ to be created to repay the developer for some of the City's offsite responsibilities, in particular Sunset Blvd. The agreement will allow the project to move forward with design of Sunset from Preston Road to the intersection of Roseland Parkway. The City will be responsible for the portion of Sunset between Preston Road and Coit Road. Once Sunset enters the subdivision it will be a shared cost between the City and the Developer due to a portion of the road being adjacent to our City Park area. Engineering estimates that the City will be responsible for approximately 55% of the design costs from Preston to eastern edge of the development.

Board Review/Citizen Input:

N/A

Alternatives:

City can choose to not participate and the City will be responsible to design this portion of Sunset at some point in the future.

Financial Considerations:

The engineering design is to be paid via the TIRZ if City Council agrees to create the TIRZ. In the event a TIRZ is not created in the future the City will be responsible to pay the developer back a proportional share of the design.

Legal Review:

The City's Land Use Attorney, Bond Counsel and District Consultants will review the proposed agreement.

Supporting Documents:

- Agreement

Staff Recommendation:
Approval



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: January 10, 2017
Re: SE Sector Sewer Survey and Alignment - CO5 - Pacheco Koch, LLC

Action Requested:

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

Background Information:

The change order consists of additional land surveying, staking and final design of the sewer line inside the Parks at Wilson Creek development. Multiple alignments have been considered to avoid wetland and 404 mitigation impacts. Staff has been coordinating closely with Pacheco and the developer on alignments that minimize impacts to both jurisdictional areas as well as established trees.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Funding in the total amount of \$38,940 is available from the FY15 Bond Sale.

Legal Review:

The City Attorney has reviewed the proposed contract for content and form.

Supporting Documents:

- Change Order

Staff Recommendation:

Approve



January 3, 2017 (Revised)
PK No.: 3551-14.141

Mr. Gabe Johnson, P.E., PH, CFM

City Engineer

CITY OF CELINA

142 North Ohio Street
Celina, Texas 75009

Re: Professional Civil Engineering & Land Surveying Services
SOUTHEAST SECTOR INTERCEPTOR EXTENSION PHASE 5A
Change Order No. 5
PWK Sew 2014-06
Celina, Collin County, Texas
MAPSCO: C4F31, 32

Dear Mr. Johnson:

Pacheco Koch, LLC is pleased to submit this proposal to provide professional civil engineering and land surveying services relating to the referenced project. It is our understanding the project consists of land surveying for the Phase 5A Segment of the Northern Extension of the proposed Southeast Sector Interceptor to connect the Parks at Wilson Creek development in west Celina, Texas. The proposed Phase 5A Segment is approximately 3,800 linear feet in length and runs through the Lakes at Mustang Ranch, along the east side of Wilson Creek. The proposed alignment is shown on the attached exhibit titled, Southeast Sector Interceptor Extension Phase 5A." It is our understanding the City will be responsible for obtaining all right of entry for the surveyor to enter private property to complete these services

Further, this proposal includes design services for the realignment of the Southeast Sector Interceptor through the Lakes of Mustang Ranch development. This realignment accommodates redesign of the site layout as presented by site developer.

SCOPE OF SERVICES

Based on our preliminary discussions and review of the information received to date, the following is our perception of the services to be provided by Pacheco Koch for the referenced project:

Surveying Services

CENTERLINE ALIGNMENT STAKING: Prior to performing the Topographic Design Survey, Pacheco Koch will set laths at 200-foot intervals and angle points along said alignment. This staking is for field review by City Staff, the Engineer and property owners only and shall not be construed as construction staking.

HORIZONTAL AND VERTICAL CONTROL: Pacheco Koch will establish six (6) control points (approximately 500-foot intervals), with horizontal and vertical values being obtained via GPS observations based on a local Virtual Reference System (VRS) Network. Horizontal values for these points will be provided as Grid Coordinates. The horizontal datum will be Texas State Plane Coordinate System – NAD 83, North Central Zone 4202. The vertical datum will be North American Vertical Datum 1988 – NAVD88 with orthometric heights determined by GEOID12A.

Attachment: 3551-14.141_2017-01-03_Proposal 01-15326R1 (1889 : Change Order No. 5 - SE Sector Survey and Alignment)

TOPOGRAPHIC DESIGN SURVEY: Pacheco Koch will perform an on the ground survey under the direct supervision of a Registered Professional Land Surveyor. The limits of the survey shall be approximately 100-feet in width along the centerline alignment shown on the attached "Southeast Sector Interceptor Extension Phase 5A" exhibit.

Included in this item:

- Location of permanent improvements within the project limits (structures and improvements extending past the stated limits will be surveyed only to the extents of said limits and not in their entirety). Permanent improvements includes buildings, structures, fences, pavements and other man-made, unmovable objects.
- Spot elevations on 50-foot intervals and at significant grade breaks.
- Contours on one foot intervals.
- Location, common name and trunk diameter of trees over 8-inches in caliper.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- Easements or setbacks of which the surveyor has knowledge or has been made aware. This item does not include an abstract of title.
- Research and retrieval of subdivision plats, maps and/or deeds delineating the ownership for the properties in the project area.
- Limited field measurements to only those existing boundary monuments deemed necessary by the surveyor to approximate the location of rights-of-way and property lines.
- Graphic depiction of the approximate location of the property lines based on recorded deeds and plats.

Not included in this item:

- Species names of trees.
- Trees less than 8-inches in diameter.
- Right-of-Entry efforts for private property.
- Subsurface utility engineering services.
- Location of irrigation/sprinkler control valves.

DIRECT EXPENSES: Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of deeds and plats, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and filing fees.

Engineering Services

UPDATE FINAL DESIGN (100% Submittal): Pacheco Koch will update final plans and final construction quantities, incorporating geometry revisions resulting from site layout revisions submitted by developer of Lakes of Mustang Ranch.

Mr. Gabe Johnson, P.E., PH, CFM
 January 3, 2017 (Revised)
 Page 3

SCHEDULE

Pacheco Koch acknowledges the importance to City of Celina of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. City of Celina understands, however, that Pacheco Koch's performance must be governed by sound professional practices. If, through no fault of Pacheco Koch, such periods of times or dates are changed, or the orderly and continuous progress of Pacheco Koch's services is impaired or Pacheco Koch's services are delayed or suspended, then the time for completion of Pacheco Koch's services, and the rates and amounts of Pacheco Koch's compensation, shall be adjusted equitably. If requested, Pacheco Koch would be pleased to develop a project schedule outlining each of the items included previously described in the Scope of Services.

COMPENSATION

Pacheco Koch proposes to provide the services described above on a Fixed Fee basis for a total fee, inclusive of direct reimbursable costs, as follows:

Surveying Services

<i>CENTERLINE ALIGNMENT STAKING</i>	\$ 4,500.00
<i>HORIZONTAL AND VERTICAL CONTROL</i>	\$ 5,000.00
<i>TOPOGRAPHIC DESIGN SURVEY</i>	\$ 13,750.00
<i>DIRECT EXPENSES (Cost x 1.1, Not to Exceed)</i>	<u>\$ 500.00</u>

TOTAL \$ 23,750.00

Engineering Services

<i>UPDATE FINAL DESIGN (100% Submittal)</i>	<u>\$ 15,190.00</u>
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TOTAL \$ 15,190.00

GRAND TOTAL \$ 38,940.00

Please note that the fees above are based on the assumption that Pacheco Koch will perform the above services all together for this project. In the event any item is deleted from the scope of work, Pacheco Koch reserves the right to adjust the fees for other items as appropriate.

SUMMARY

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by Pacheco Koch, LLC on the project described above. This proposal is offered for a period of thirty (30) days after which, if said proposal has not been executed, said proposal should no longer be valid.

Mr. Gabe Johnson, P.E., PH, CFM
January 3, 2017 (Revised)
Page 4

Pacheco Koch, LLC is pleased to have this opportunity to submit this proposal and looks forward to working with you on this project. If the proposal and accompanying agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. Upon receipt of notice to proceed, either in writing or verbally, it will be assumed said agreement is accepted by all parties and services will be provided accordingly. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark A. Pacheco', with a large, sweeping flourish over the first part of the name.

Mark A. Pacheco, P.E., R.P.L.S.

JWW/slr
01-15326R1

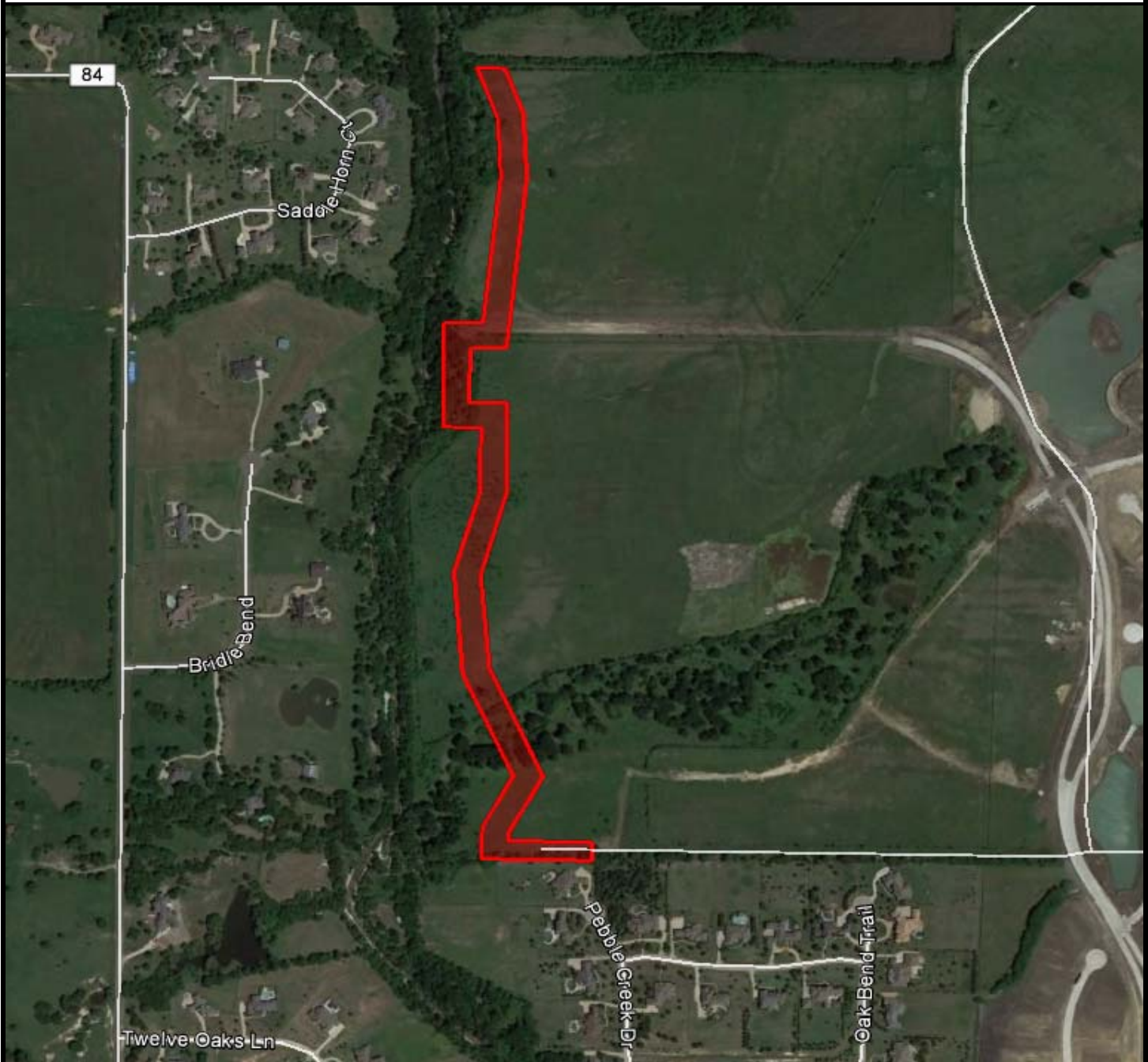
Attachment: 3551-14.141_2017-01-03_Proposal 01-15326R1 (1889 : Change Order No. 5 - SE Sector Survey and Alignment)

EXHIBIT "A"

Southeast Sector Interceptor Extension Phase 5A
Celina, Texas



7557 RAMBLER ROAD, SUITE 1400
DALLAS, TEXAS 75231-2388
PHONE: (972) 235-3031

**LEGEND**

 PROJECT SITE

**DATUM**

NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202

PACHECO KOCH, LLC

Project No.: 3551-14.141

Client: City of Celina

Project Title: Southeast Sector Interceptor~Update Final Plans Phase 5A

January 3, 2017

DESCRIPTION OF WORK TASK	MANHOURS BY CLASSIFICATION									TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	PRINCIPAL \$225.00	UTILITY DIRECTOR \$215.00	CIVIL ENGINEER \$120.00	STRUCTURAL EIT \$95.00	ELECTRICAL EIT \$95.00	CIVIL EIT \$95.00	DESIGN TECH \$95.00	QA/QC REVIEW \$140.00	ADMIN \$70.00		
PROJECT MANAGEMENT											
MANAGE THE TEAM		2.0							8.0	10.0	\$ 990.00
										SUB-TOTAL =	\$ 990.00
										SUB-TOTAL =	\$ 990.00
FINAL DESIGN											
UPDATE FINAL CONSTRUCTION PLANS			20.0			40.0	40.0	8.0		108.0	\$ 11,120.00
FINAL OPINION OF PROBABLE CONSTRUCTION COSTS			4.0			8.0		2.0		14.0	\$ 1,520.00
PLANS SUBMITTAL			2.0			4.0	4.0		8.0	18.0	\$ 1,560.00
										SUB-TOTAL =	\$ 14,200.00
										SUB-TOTAL =	\$ 14,200.00
HOURS SUB-TOTALS	0.0	2.0	26.0	0.0	0.0	52.0	44.0	10.0	16.0	150.0	\$ 15,190.00
TOTAL LABOR COSTS	\$ -	\$ 430.00	\$ 3,120.00	\$ -	\$ -	\$ 4,940.00	\$ 4,180.00	\$ 1,400.00	\$ 1,120.00	\$ 15,190.00	
% OF TOTAL HOURS	0.0%	1.3%	17.3%	0.0%	0.0%	34.7%	29.3%	6.7%	10.7%	100.0%	

ENGINEERING	
LABOR COSTS:	\$ 15,190.00
DIRECT EXPENSES (INCLUDES 1.1 MULTIPLIER)	
TOTAL ENGINEERING (Basic Services)	\$ 15,190.00
TOTAL DESIGN FEE	\$ 15,190.00

Attachment: 3551-14.141_2017-01-03_Proposal 01-15326R1 (1889 : Change Order No. 5 - SE Sector

Northern Extension Phase 5A	Principal (RPLS / PE)		Senior Project Manager (RPLS)		Project Manager (RPLS)		Project Surveyor (RPLS)		Senior Survey Technician		Survey Technician		1-Person Survey Field Crew		2-Person Survey Field Crew		3-Person Survey Field Crew		Research Coordinator		Administrative Assistant		TOTAL	
	Rate \$200.00		Rate \$140.00		Rate \$120.00		Rate \$95.00		Rate \$90.00		Rate \$75.00		Rate \$95.00		Rate \$135.00		Rate \$195.00		Rate \$65.00		Rate \$70.00			
	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
Centerline Alignment Staking		\$ -	4.0	\$ 560.00		\$ -		\$ -	5.5	\$ 495.00	9.0	\$ 675.00		\$ -	20.0	\$ 2,700.00		\$ -		\$ -	1.0	\$ 70.00	39.5	\$ 4,500.00
Horizontal and Vertical Control	0.5	\$ 100.00	3.0	\$ 420.00		\$ -		\$ -	5.5	\$ 495.00	9.0	\$ 675.00		\$ -	24.0	\$ 3,240.00		\$ -		\$ -	1.0	\$ 70.00	43.0	\$ 5,000.00
Topographic Design Survey	2.0	\$ 400.00	8.0	\$ 1,120.00		\$ -		\$ -	17.0	\$ 1,530.00	32.0	\$ 2,400.00		\$ -	60.0	\$ 8,100.00		\$ -	2.0	\$ 130.00	1.0	\$ 70.00	122.0	\$ 13,750.00
Direct Expenses (Not to Exceed)																								\$ 500.00
	2.5	\$ 500.00	15.0	\$ 2,100.00	0.0	\$ -	0.0	\$ -	28.0	\$ 2,520.00	50.0	\$ 3,750.00	0.0	\$ -	104.0	\$ 14,040.00	0.0	\$ -	2.0	\$ 130.00	3.0	\$ 210.00	204.5	\$ 23,750.00

GRAND TOTAL \$ 23,750.00



STANDARD BILLING RATES FOR IN HOUSE REIMBURSABLE CHARGES

(Rates are subject to change at any time.)

Reproduction:

Black Line Bond Prints.....	\$ 0.50/sf
Black Line Vellum Prints.....	\$ 1.50/sf
Black Line Mylar Prints	\$ 2.00/sf
Color Bond Plots.....	\$ 3.00/sf
Color Prints (8 1/2" x 11")	\$ 1.00/ea
Photocopies (8 1/2" x 11")	\$ 0.10/ea

Monumentation (Materials Only):

3" Aluminum Disks.....	\$25.00/ea
------------------------	------------

Mounting:

Foam-core (3/16")	\$4.00/sf
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Binding Services:

Punch & Bind	\$2.00/ea
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Storage Media:

CD	\$ 8.00/ea
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Travel Expenses:

Per Diem (Lodging/Meals)	\$ 100.00/Day/Person
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SCHEDULE OF STANDARD HOURLY BILLING RATES

(Our hourly rates are subject to change at any time.)

ENGINEERING

Principal.....	\$225.00/Hr.
Associate Principal	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Senior Project Coordinator.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Engineer.....	\$95.00/Hr.
Senior Technician	\$110.00/Hr.
Technician	\$80.00/Hr.
Drafter.....	\$75.00/Hr.
Research Manager	\$80.00/Hr.
Technical Assistant	\$50.00/Hr.
Executive Assistant	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

LANDSCAPE ARCHITECTURE

Principal.....	\$225.00/Hr.
Associate Principal	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect	\$95.00/Hr.
Landscape Designer	\$75.00/Hr.
Drafter.....	\$75.00/Hr.
Executive Assistant	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

SURVEYING

Principal.....	\$225.00/Hr.
Associate Principal	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Senior Project Coordinator.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Surveyor	\$95.00/Hr.
Survey Intern	\$90.00/Hr.
Senior Technician	\$90.00/Hr.
Technician	\$80.00/Hr.
Drafter.....	\$75.00/Hr.
Research Manager	\$80.00/Hr.
Technical Assistant	\$50.00/Hr.
Executive Assistant	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.
Survey Field Crew (1-person)	\$95.00/Hr.
Survey Field Crew (2-person)	\$140.00/Hr.
Survey Field Crew (3-person)	\$195.00/Hr.
Survey Field Crew (4-person)	\$250.00/Hr.

rev. 02/2016

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**Southeast Sector Interceptor, Extension to North***Celina, Collin County, County, Texas*

PK No: 3551-0100

This Agreement is made between Pacheco Koch, LLC, a Texas limited liability company, (hereinafter referred to as "PK") whose mailing address is 7557 Rambler Road, Suite 1400, Dallas, Texas 75231-2388, and City of Celina, (hereinafter referred to as "CLIENT"), whose mailing address is 14 North Ohio Street, Celina, Texas 75009, and is subject to the following terms and conditions to which the parties mutually agree:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 In consideration of the mutual covenants contained herein, PK shall perform the services identified in letter of proposal dated January 3, 2017, which is made a part hereof, in accordance with the terms of this Agreement.
- 1.2 PK will commence the services upon receipt of an executed copy of this Agreement signed by an authorized representative of the CLIENT and by an authorized representative of PK.
- 1.3 PK shall not be responsible for a CLIENT's directive or substitution made without PK's agreement and which agreement shall not be unreasonably withheld.

ARTICLE 2 - AMENDMENTS

- 2.1 CLIENT, without invalidating this Agreement, may request changes within the general scope of the Service required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving the CLIENT's request, PK shall return to CLIENT a written change proposal setting forth an adjustment to the services and cost estimated by PK to represent the value of the requested changes. Following CLIENT's review of PK's change proposal, CLIENT shall execute said written proposal authorizing PK to perform the changes in the Services.

ARTICLE 3 - PROJECT COSTS AND PAYMENT

- 3.1 PK shall be compensated, in U.S. Dollars, in accordance with the afore referenced letter of proposal and any subsequent executed amendments to said proposal.
- 3.2 Unless otherwise noted, direct costs such as application fees, review fees, blueprinting, reproductions, delivery fees, etc. are not included in the fees above and will be charged at cost times a multiplier of 1.10.
- 3.3 State and local sales tax shall also be considered a direct cost when applicable and will be charged at cost. Please note that professional boundary surveying services are subject to state sales tax.
- 3.4 PK will submit an invoice to CLIENT at the end of each month, on an hourly rate basis or based on the estimated percentage of completion of the services as stipulated in the proposal, unless otherwise specified by the CLIENT in writing and agreed upon by PK.
- 3.5 Payment shall be made by CLIENT within 30 days after receipt of the invoice.
- 3.6 PK shall be compensated by CLIENT for services rendered regardless of whether or not any impending sale of the subject property is finalized.
- 3.7 CLIENT shall provide written notification to PK within 15 days of receipt of the invoice should CLIENT object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by CLIENT within 30 days of receipt of said invoice.
- 3.8 If legal action is necessary to enforce payment provisions of this Agreement, PK shall be entitled to collect from CLIENT any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by PK in connection therewith.
- 3.9 A finance charge of 1.50% per month will be paid by CLIENT for all non-disputed invoices after 30 days.
- 3.10 If CLIENT for any reason fails to pay the undisputed portion of any invoice within 30 days of presentation, PK has the right to cease work on the project and CLIENT shall waive any claim against PK for cessation of services, and shall defend and indemnify PK from and against any claims for injury or loss stemming from said cessation of services. In the event the project is restarted, CLIENT shall also pay the cost of restarting and shall renegotiate appropriate contract terms and conditions, such as those associated with budget schedule or scope of service.

ARTICLE 4 - DELAYS AND TERMINATION

- 4.1 CLIENT or PK may terminate this Agreement upon forty-eight (48) hours written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the terminating party. A complete settlement of all claims upon such termination of this Agreement shall be made as follows: In the event of any termination PK will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, CLIENT shall have the limited right to the use of Documents, at CLIENT's sole risk, subject to the provisions here within. In the event the services cannot be performed on or before the projected due date because of circumstances beyond the control of PK, including, but not limited to strike, fire, riot, excessive precipitation, act of God, governmental action, third party action or action of omission by CLIENT, the services shall be amended by CLIENT and PK in accordance with Article 2 of this Agreement.
- 4.2 If the CLIENT suspends the Project, PK shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, PK shall be compensated for expenses incurred in the interruption and resumption of PK's services. PK's fees for the remaining services and the time schedules shall be equitably adjusted.
- 4.3 If the CLIENT suspends the Project for more than 90 cumulative days for reasons other than the fault of PK, PK may terminate this Agreement by giving not less than seven (7) days' written notice.
- 4.4 CLIENT's failure to make payment to PK in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by PK.

ARTICLE 5 - RIGHT OF ENTRY

- 5.1 CLIENT shall provide for PK's right to enter from time to time, property owned by CLIENT and/or others in order for PK to fulfill the scope of services included hereunder.

Attachment: 3551-14.141_2017-01-03_Proposal 01-15326R1 (1889 : Change Order No. 5 - SE Sector Survey and Alignment)

ARTICLE 6 - INFORMATION PROVIDED BY OTHERS

- 6.1 PK shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to PK such information as is available to CLIENT. CLIENT recognizes that it is impossible for PK to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. CLIENT shall be responsible for, and PK may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PK pursuant to this Agreement. PK may use such requirements, programs, instructions, report data, and information in performing or furnishing services under this Agreement. Accordingly, CLIENT waives any claim against PK and agrees to defend, indemnify and hold PK harmless from any claim or liability for injury or loss allegedly arising from errors, omission or inaccuracies in documents or other information provided to PK by CLIENT. Further, CLIENT agrees to compensate PK for any time spent or expenses incurred by PK in defense of any such claim, with such compensation to be based upon PK's prevailing fee schedule and expense reimbursement policy.
- 6.2 Subject to the standard of care set forth here within, PK and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

ARTICLE 7 - CONSTRUCTION ACTIVITIES

- 7.1 CLIENT agrees that the General Contractor is solely responsible for job site safety and for construction means, methods, sequence techniques and procedures necessary for performing, superintending and/or coordination all construction activities and warrants that this intent shall be made evident in CLIENT's agreement with the General Contractor.
- 7.2 Unless otherwise required in this Agreement, PK shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 8 - CONFIDENTIALITY

- 8.1 PK shall maintain as confidential, and not disclose to others without CLIENT's prior written consent, all information obtained from CLIENT not otherwise previously known to PK in the public domain. The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of PK, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction. PK will notify CLIENT in writing immediately if information is requested under item (i) above. PK shall keep such information strictly confidential and shall not disclose it to any other person except to (i) its employees, (ii) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (iii) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 9 - OWNERSHIP OF INSTRUMENT OF SERVICE

- 9.1 All reports, plans, specifications, field data, field notes, calculations, estimates and other documents prepared by PK, as instruments of service shall remain the property of PK. PK shall retain these records for a period of five (5) years following completion of service during which period they will be made available to CLIENT at all reasonable times.

ARTICLE 10 - JURISDICTION

- 10.1 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, we are required to inform you that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.
- 10.2 This Agreement is to be governed by the laws of the State of Texas.

ARTICLE 11 - INDEMNITY

- 11.1 PK shall indemnify and hold harmless CLIENT from and against lawsuits, claims, liabilities, causes of action, losses, damages, forfeiture penalties, fines, costs and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomever asserted including, but not limited to, any government agency or branch or any third party to the extent the same arise from (i) a breach by PK of any term or provision of this Agreement, (ii) violation by PK of federal, state or local statute, rule, regulation or ordinance in the negligent performance of the Services, or (iii) negligent errors or omissions of PK or its employees, agents, or subcontractors in the performance of the Services.
- 11.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PK and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to, costs and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs), by whomever asserted, including, but not limited to, any government entity, agency or branch, any third party, an employee or contractor employed or retained by PK, any third party or employee employed or retained by PK, to the extent that such claim or damage, injury or death resulted from (i) the negligence or willful misconduct of CLIENT or agent of CLIENT, (ii) violation of federal, state, or local statute, rule, regulation or ordinance by CLIENT or agent of CLIENT, (iii) CLIENT's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the site, or (iv) inaccurate information provided by CLIENT to PK provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

ARTICLE 12 - LIMITATION OF LIABILITY

- 12.1 CLIENT, through its authorized representative, identified below, and PK, have discussed their risks, rewards and benefits of the project and PK's total fee for services. Neither PK, nor their consultants, agents, or employees shall be jointly, severally or individually liable to CLIENT in excess of one hundred thousand (\$ 100,000.00) by any act of omission, including breach of contract or negligence not amounting to willful or intentional wrong.

- 12.2 If, due to PK's error, any required item or component of the project is omitted from the construction documents, PK's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will PK be responsible for any cost or expense that provide betterment, upgrade or enhancement of the project.
- 12.3 CLIENT and PK mutually agree that PK's liability to CLIENT for all causes shall be limited to the proceeds from any insurance available to PK.

ARTICLE 13 – FIDUCIARY RESPONSIBILITY

- 13.1 CLIENT confirms that neither PK nor any of PK's subconsultants or subcontractors has offered any fiduciary service to the CLIENT and no fiduciary responsibility shall be owed to the CLIENT by PK or any of PK's subconsultants or subcontractors, as a consequence of PK entering into this Agreement with the CLIENT.
- 13.2 If this Agreement is a subcontract to CLIENT'S agreement with OWNER, CLIENT also confirms that neither PK nor any of PK subconsultants owes a fiduciary responsibility to the CLIENT or OWNER. CLIENT shall, as a material element of the consideration of this Agreement, require OWNER to formally recognize this provision in CLIENT agreement with OWNER.

ARTICLE 14 - INSURANCE

- 14.1 PK represents that it now carries and will continue during the terms of this Agreement to carry Workers Compensation, Comprehensive General Liability and Comprehensive Automobile Liability insurance required by the laws of the State of Texas. A current PK Insurance Certificate will be provided to the CLIENT, if requested.

ARTICLE 15 - ASSIGNMENT

- 15.1 Unless otherwise noted, neither PK nor CLIENT shall assign this Agreement in whole or in part without the prior written consent of both parties. PK shall not subcontract any portion of the work to be performed hereunder, except that PK may use the services of persons and entities not in the employ of PK when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. PK's use of others for additional services shall not be unreasonably restricted by CLIENT provided PK notifies CLIENT in advance.
- 15.2 PK may, at their discretion, assign this contract to a subsidiary of PK. PK shall notify CLIENT of their assignment at such time it takes place.

ARTICLE 16 - NOTICES

- 16.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail or by a commercial courier service to the business address identified at the end of the Agreement. All notices shall be effective upon the date of receipt.

ARTICLE 17 – STANDARD OF CARE

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

ARTICLE 18 – OTHER PROVISIONS

- 18.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between PK and CLIENT. This Agreement replaces and supersedes all prior discussions and agreements between the CLIENT and PK with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both CLIENT and PK.
- 18.2 Any signature of or pursuant to this Agreement, shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile or email shall be subsequently confirmed by a original re-execution.
- 18.3 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 18.4 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon CLIENT and PK, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 18.5 CLIENT shall not rely in any way on any Document unless it is issued in final form, signed or sealed by PK or one of its Consultants.
- 18.6 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of the provision or of the remainder of this Agreement.
- 18.7 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

By executing this agreement, PK and CLIENT indicate their acceptance and agreement with its terms.

City of Celina

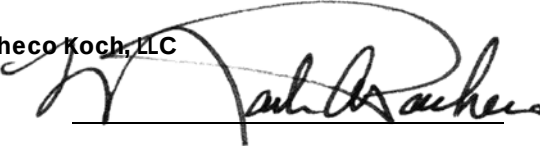
By: _____

Name: _____

Title: _____

Date: _____

Pacheco Koch, LLC

By:  _____

Name: Mark A. Pacheco, P.E., R.P.L.S.

Title: President

Date: January 3, 2017



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: January 10, 2017
Re: SE Sector Elevated Storage Tank and Water Line Design - CO1

Action Requested:

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

Background Information:

The change order consists of additional design for the replacement of 700 LF of 12" water line beginning at the northeast corner of the intersection of Punk Cater Blvd and Palomino Lane in Carter Ranch.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Funding in the total amount of \$14,050 is available from the Bond Sale.

Legal Review:

The City Attorney has reviewed the proposed contract for content and form.

Supporting Documents:

- Change Order

Staff Recommendation:

Approve



CONTRACT CHANGE AUTHORIZATION #1

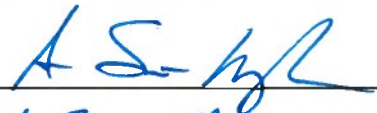
Client: City of Celina 142 North Ohio Celina, TX 75009	FNI Project No.: CEL16567																																		
	City Project # W05																																		
	Date: December 29, 2016																																		
Project Description: Southeast Sector 2.0 MG EST and Water Line Improvements																																			
Description of Services Added/Deleted: FNI will provide the scope of services as outlined in Exhibit A in the Professional Services Contract to add the design and construction of the 12-inch Punk Carter Pkwy Water Line to the SE Sector Basic and Special services.																																			
Compensation shall be adjusted as follows: <table border="1"> <thead> <tr> <th></th> <th>Contract Amount</th> <th>Amendment #1</th> <th>Revised Total</th> </tr> </thead> <tbody> <tr> <td colspan="4">Basic Services</td> </tr> <tr> <td>SE Sector Basic Services (LS)</td> <td>\$485,358.00</td> <td>\$10,904</td> <td>\$496,262</td> </tr> <tr> <td>CR134 Basic Services (LS)</td> <td>\$49,042</td> <td>\$0.00</td> <td>\$49,042</td> </tr> <tr> <td colspan="4">Special Services</td> </tr> <tr> <td>SE Sector Special Services (CPM)</td> <td>\$257,379</td> <td>\$3,146.00</td> <td>\$260,525</td> </tr> <tr> <td>CR134 Special Services (CPM)</td> <td>\$53,721</td> <td>\$0.00</td> <td>\$53,721</td> </tr> <tr> <td>TOTAL (Basic + Special)</td> <td>\$845,500.00</td> <td>\$14,050.00</td> <td>\$859,550</td> </tr> </tbody> </table>					Contract Amount	Amendment #1	Revised Total	Basic Services				SE Sector Basic Services (LS)	\$485,358.00	\$10,904	\$496,262	CR134 Basic Services (LS)	\$49,042	\$0.00	\$49,042	Special Services				SE Sector Special Services (CPM)	\$257,379	\$3,146.00	\$260,525	CR134 Special Services (CPM)	\$53,721	\$0.00	\$53,721	TOTAL (Basic + Special)	\$845,500.00	\$14,050.00	\$859,550
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	Original Contract	\$845,500.00																																	
	Amount this Authorization	\$14,050.00																																	
	Revised Total Contract	\$859,550.00																																	
Schedule shall be adjusted as follows: There is no change to the schedule for this additional work.																																			

The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

☒ This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:

CITY OF CELINA, TEXAS:

BY: 
A. Scott Mangan
 Print or Type Name

BY: _____

 Print or Type Name

TITLE: ASSOCIATE

TITLE: _____

DATE: 12/29/16

DATE: _____

EXHIBIT A

**EXHIBIT A
CITY OF CELINA
SOUTHEAST SECTOR 2.0 MG EST AND WATERLINE IMPROVEMENTS
SCOPE OF SERVICES
AMENDMENT NO. 1**

1. BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT DESCRIPTION AND ASSUMPTIONS

OWNER proposes the following work:

1. Project Description:

- a. Design approximately 700 linear feet of 12-inch water line beginning at the northeast corner of the intersection of Punk Carter Boulevard and Palomino Lane in the Carter Ranch development.

2. Project Assumptions:

- b. 12-inch Water Line (Punk Carter Pkwy):
 1. Approximately 700 LF of new 12-inch water line will be designed inside of the northern ROW of Punk Carter Pkwy, in the same general alignment as an existing 8-inch water line. This section will connect to an existing 12-inch waterline at Palomino Lane, and will end with a valve and plug approximately 700 LF due east. Design includes a new fire hydrant and isolation valve per the City's design standards.
 2. Approximately 700 LF of existing concrete sidewalk will be removed and replaced.
 3. Existing trees will be protected or removed and replaced with same size and species if feasible.
 4. No detailed landscaping or irrigation plans will be included. Existing grass will be replaced with sod.
 5. All work will be completed within the Punk Carter Pkwy ROW and no additional easements are required.
- c. The additional work per this Amendment will be completed as part of the SE Sector 12-inch Water Line construction contract.

B. PRELIMINARY PHASE

1. Additional Waterline Data Collection

- a. Obtain copies of available utility information via Record Drawings, and previous investigation by the OWNER.
- b. Obtain existing easements and as-built street, water, sanitary sewer, and storm drain plans from the OWNER.
- c. Obtain copies of available franchise utility information from franchise utility companies.

2. Additional Waterline Analysis: Identify existing easements, proposed and existing right of way, and identify utility conflicts for proposed improvements.

C. DESIGN PHASE (12-inch water line along Punk Carter Pkwy): FNI shall provide professional services in this phase as follows:

Attachment: 2017-01-10 CO1 - FNI Contract - partially executed (1890 : Change Order No. 1 - SE Sector Water Design - FNI)

EXHIBIT A

1. The 12-inch Punk Carter Pkwy water line conceptual design plan will be added to the Preston Road and Frontier Parkway 12-inch water line map book.
 2. Once the preliminary alignment has been agreed upon by all parties and survey has been completed, FNI will add the 50% 12-inch Punk Carter Pkwy water line design to the 50% design submittal for the 12-inch water line along Preston Road and Frontier Parkway. The following sheets will be added:
 - a. Project layout control (1 sheet)
 - b. Plan and Profile sheets (approx. 2 sheets)
 3. The 90%, 100% and Final design submittals for the 12-inch Punk Carter Pkwy water line will be added to the corresponding submittals for the 12-inch water line along Preston Road and Frontier Parkway.
- D. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of 100% drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:
1. The 12-inch Punk Carter Pkwy water line will be added to the SE Sector 12-inch Water Line (Preston Rd and Frontier Pkwy) bid set.
- E. CONSTRUCTION PHASE:
1. The 12-inch Punk Carter Pkwy water line will be added to the SE Sector 12-inch Water Line (Preston Rd and Frontier Pkwy) construction contract and associated record drawings.
2. **SPECIAL SERVICES:** Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by Tasks A, B, C, and D preceding, which may be performed or arranged for separately by OWNER, or may be added to the ENGINEER's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:
- F. **Surveying**
1. FNI's survey sub-consultant will perform survey and prepare a design/topographic survey of the 12-inch water line alignment along Punk Carter Pkwy for a total of 730 linear feet, 30 feet in width from Palomino Lane to the end of Punk Carter Pkwy. The survey will be prepared in an electronic (AutoCAD) format, based upon the Texas Coordinate System and NAVD/88 vertical datum and will indicate all surface features, spot elevations, one-foot contours, right-of-way lines, property lines, all surface features indicating the location of underground utilities and the location of underground utilities marked by DigTess. Flowlines will be obtained on manholes, inlets, culverts, headwalls and pipes wherever accessible.

City of Celina
SE Sector 12" Waterline
(Punk Carter Pkwy)



Innovative approaches
Practical results
Outstanding service

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

November 22, 2016

ESTIMATOR	CHECKED BY	ACCOUNT NO.
JDP	REE	CEL16567

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A	12" Waterline - Punk Carter				
1	12" AWWA C900 DR18 PVC Waterline	687	LF	\$ 66	\$ 45,300
2	12" Gate Valve	3	EA	\$ 8,000	\$ 24,000
3	Fire Hydrant Assembly	1	EA	\$ 5,500	\$ 5,500
4	Connection to Existing Water Line	1	EA	\$ 1,500	\$ 1,500
5	Trench Safety System	687	LF	\$ 1	\$ 700
6	4" Concrete Sidewalk Remove and Replace	467	SY	\$ 35	\$ 16,300
7	Remove and Replace Tree	6	EA	\$ 1,300	\$ 7,800
8	Sod	1823	SY	\$ 4	\$ 7,300
9	Storm Water Pollution Prevention Plan	1	LS	\$ 2,000	\$ 2,000
10	Traffic Control Plan	1	LS	\$ 2,000	\$ 2,000
11	Mobilization (5%)	1	LS	\$ 5,620	\$ 5,600
Subtotal A:					\$ 118,000

SUBTOTAL CONSTRUCTION COSTS (ITEM A)	\$118,000
CONTINGENCY	20% \$23,600
TOTAL CONSTRUCTION COSTS	\$141,600

B	Easement Costs				
1	20' Wide Permanent Easement	0	SF	\$ 2.00	\$ -
2	30' Wide Temporary Construction Easement	0	SF	\$ 0.75	\$ -
Subtotal B:					\$ -

TOTAL EASEMENT COSTS	\$ -
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TOTAL CONSTRUCTION & EASEMENT COSTS (ITEMS A + B)	\$ 141,600
--	-------------------

Attachment: 2017-01-10 CO1 - FNI Contract - partially executed (1890 : Change Order No. 1 - SE Sector Water Design - FNI)

Punk Carter 12-in WL

Legend

12in Punk Carter WL

7.E.a

Remove 8x12 reducer;
connect prop. 12" WL to ex.
12" WL (W)

Remove 563 LF
Ex. 8" WL

Remove/Replace FH

End of Ex. 8" WL
Remove Ex. 8"
WL Valve

End prop. 12" WL
Install 12" GV

Carter Ranch Rd

Dartmoor Dr

Morgan Dr

Palomino Ln

Connemara

Remove/Replace 700 LF
concrete sidewalk

Install approx. 700 LF
12" WL (PVC)

126.11 ft

562.50 ft



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Rick Chaffin, Interim City Manager
Date: January 10, 2017
Re: May 2017 General Election

Action Requested:

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

Background Information:

This resolution calls the annual General Election in accordance with the Celina Home Rule Charter and the Texas Election Code.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Resolution

Staff Recommendation:

Approval of resolution.

**CITY OF CELINA, TEXAS
RESOLUTION 2017- R**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ORDERING AND CALLING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING A MAYOR, A COUNCIL MEMBER FOR PLACE 4, AND A COUNCIL MEMBER FOR PLACE 5 FOR THREE (3) YEAR TERMS EACH; AUTHORIZING A JOINT ELECTION WITH THE COLLIN COUNTY ELECTIONS ADMINISTRATOR, DENTON COUNTY ELECTIONS ADMINISTRATOR AND THE POLITICAL SUBDIVISIONS LOCATED ENTIRELY OR PARTIALLY INSIDE THE BOUNDARIES OF DENTON COUNTY AND CELINA INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES TO BE HELD ON MAY 6, 2017; PROVIDING FOR ALL NECESSARY ACTIONS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001(a)(1) of the Texas Election Code (hereinafter the “Code”) establishes the first Saturday in May as a Uniform Election Date for the purposes of conducting a General or Special Election; and

WHEREAS, Chapter 271 of the Code provides for joint elections between municipalities and school districts; and

WHEREAS, Section 3.004(a)(3) of the Code provides that the governing body of a municipality shall be the authority to order a General or Special Election; and

WHEREAS, Section 3.005(c)(2) of the Code provides that an election ordered by an authority of a municipality shall be ordered not later than the 78th day before Election Day; and

WHEREAS, Section 31.092 of the Code provides that the County Election Officer (the “Election Officer”) may contract with the City to perform election services; and

WHEREAS, the City, the Celina Independent School District and Collin County Community College (Collin County only) have contracted with Denton County and Collin County, Texas through its Election Officers to perform election services pursuant to Section 31.091; and

WHEREAS, Section 2.053 of the Code provides that a City Council may, in its discretion, declare a candidate elected to office if: (1) the candidate is the only person who has qualified to appear on the ballot for that office, and (2) no write-in candidates have submitted their names to be placed on the list for write-in candidates; and

WHEREAS, the City Council desires to and hereby calls a General Election to be conducted on May 6, 2017, to elect one (1) Mayor, one (1) Council Member for Place 4, and one (1) Council Member for Place 5 for three (3) year terms each.

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

SECTION 1
INCORPORATION

All of the above premises are true and correct and are hereby incorporated in the body of this Resolution as if fully set forth herein.

SECTION 2
DATE OF ELECTION

It is hereby ordered that a General Election (the "Election") shall be held in and throughout the City of Celina on Saturday, May 6, 2017 under the direction and administration of the Election Officers.

SECTION 3
PURPOSE OF ELECTION

The purpose of said General Election is to elect a Mayor, a Council Member for Place 4 and a Council Member for Place 5, for three (3) year terms each.

SECTION 4
ELIGIBILITY FOR CANDIDACY

As set forth in Section 3.02 Qualifications of the Celina Home Rule Charter, and where applicable, in the Code, no person shall be eligible for a public elective office of this city, unless that person is a qualified voter of the City; shall be not less than twenty-one years (21) of age immediately preceding election day, have resided in the City not less than twelve (12) months immediately preceding election day; and shall meet the requirements as set forth in Section 141.001 of the code; has not been determined mentally incompetent by a final judgment of a court, has not been finally convicted of a felony from which the person has not been pardoned or otherwise released from the resulting disabilities; and has resided continuously in the State of Texas for 12 (twelve) months immediately preceding the deadline for filing an application for a place on the ballot (preceding the date of the election for a write-in candidate).

SECTION 5
APPLICATION FOR A PLACE ON THE BALLOT

Pursuant to Section 143.007 (c)(2) of the Code, any eligible and qualified person may have that person's name printed upon the official ballot as a candidate for the office(s) hereinbefore set forth by filing the person's sworn application with the City Secretary not later than 5:00 p.m. of the 78th day before election day, and not earlier than the 30th day before the date of the filing deadline. Each such application shall be on a form as prescribed by the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary as provided by Section 52.094 of the Code. Notice of the time and

Resolution 2017-

Attachment: 2017- R Calling May General Election (1896 : General Election)

place for such drawing shall be given in accordance with Section 52.094(c)(d) of the Code.

SECTION 6 **CANCELLATION OF ELECTION**

If only one person who has qualified to appear on the ballot for each office hereinbefore set forth, and no write-in candidates have submitted their names to be placed on the list for write-in candidates, the City Council may declare the candidates elected to office and cancel the election called herein.

SECTION 7 **RUNOFF ELECTION**

In the event a candidate for office fails to receive a majority of all votes cast for that office, a run-off election for that office shall be conducted on a date provided by Section 2.025 of the Code. The runoff election shall be held in accordance with the Code.

SECTION 8 **ELECTION PRECINCT, POLLING PLACE, AND HOURS**

The polling place in Collin County for the Election shall be at the Celina Independent School District Administration Building, 205 S. Colorado Street, Celina, Collin County, Texas, and/or as determined by the Collin County Elections Administrator, the polling place in Denton County for the Election shall be posted at a time when determined by Denton County Elections Administrator. In accordance with Section 41.031 of the Code, said polling place shall be open between the hours of 7:00 a.m. and 7:00 p.m. on the date of the Election.

SECTION 9 **APPOINTMENT JUDGES AND CLERKS**

The Election Officers shall arrange for the appointment, notifications, training and compensation of all Election Judges and Alternate Judges in accordance with law. The presiding Judge shall appoint not less than two (2) nor more than nine (9) qualified elections clerks to serve and assist in the conduct of the election in accordance with law.

SECTION 10 **COMPENSATION OF THE JUDGE AND CLERKS**

The Election Judge and the Alternate Election Judge shall be compensated in accordance with Section 32.091 of the Code. The Election Judge or Clerk who delivers the returns of the Election, keys to the ballot boxes or other election equipment, and unused election supplies shall also be paid the additional sum of \$25.00 for delivering such materials. Any payment referred to in this Section shall not exceed the maximum amounts set forth in Sections 32.091 and 32.092 of the Code.

SECTION 11

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METHOD OF VOTING

The Election Officer(s) is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the election. Voting at the Election shall be by use of a Direct Record Electronic Voting System. Preparation of the official ballots for the Election shall conform to the requirements of the Code, and in so doing shall permit the voter to vote for one (1) Council Member for Place 1, and one (1) Council Member for Place 6.

SECTION 12

GOVERNING LAW; QUALIFIED VOTERS

The Election shall be held in accordance with the Constitution of the State of Texas, the Code, and the Home Rule Charter, and all resident, qualified electors of the City shall be eligible to vote at the election. Election materials shall be printed in both English and Spanish for use at the polling place and for early voting for the Election.

SECTION 13

PUBLICATION AND POSTING OF NOTICE

Notice of the Election shall be given by posting a Notice of Election in both English and Spanish at the Celina City Hall, on the bulletin board or other location used for posting notices of the meetings of the City Council not later than twenty-one (21) days prior to the date upon which the Election is to be held, and by publication of said notice at least once in a newspaper published in the City or if none, then in a newspaper of general circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the Election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit, which complies with the requirements of the Code. In addition thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the Election.

SECTION 14

EARLY VOTING

Early voting by personal appearance shall be conducted by the Election Officer(s), who is hereby appointed the Early Voting Clerk. The main early voting location for Collin County voters shall be located at Collin County Elections, 2010 Redbud Blvd., #102, McKinney, Texas. The main early voting location for Denton County voters shall be located at Denton County Elections, 701 Kimberly Drive, Denton, Texas. Additional branch locations will be identified in the contract executed with the Collin County and Denton County Elections Administrator. The City Secretary may change the places and times of the locations contained in the contract without further City Council action after consulting with the Denton County Elections administrator and Collin County Elections administrator and determining that a change in the places or times is necessary. For the period early voting for the election is permitted by law, the Early Voting Clerk shall keep said office open Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., commencing on Monday, April 24, 2017 and terminating on Tuesday, May 2, 2017 except that early voting on May 1, 2017, and May 2, 2017, shall be between the hours of 7:00

Resolution 2017-

a.m. and 7:00 p.m., and (Collin County only) Saturday, April 29, 2017 (8 a.m. to 5:00 p.m.). Early voting will not be conducted on any official State and/or national holiday during the period of early voting, unless required by the Code.

Application for early voting by mail shall be delivered to the Early Voting Clerk at the same address(s) and not later than the close of regular business in the Early Voting Clerk's office or 12:00 p.m., whichever is later, on April 25, 2017.

Early voting, both by personal appearance and by mail, shall be by use of ballots which conform to the requirements of the Code, and in so doing shall permit the voters to vote for one Mayor, one (1) Council Member for Place 4, and one (1) Council Member for Place 5 for three (3) year terms each. The Early ballots shall be canvassed by the Early Ballot Board, which is hereby created under the direction of the Election Officer.

SECTION 15

DELIVERY OF RETURNS

Pursuant to Section 66.051 of the Code, immediately after the closing of the poll on the day of the Election, the election officers named in this Ordinance shall make four (4) copies of the returns. The returns shall be delivered as follows: The Election Judge shall deliver envelope #1 in person to the presiding officer of the local canvassing authority. If the presiding officer of the local canvassing authority is unavailable, the envelope shall be delivered to the general custodian of election records who shall then deliver it to the local canvassing authority before the time set for convening the local canvass. The Election Judge shall deliver envelope #2 to the general custodian of election records. The Election Judge shall retain envelope #3. The Election Judge shall deliver envelope #4 in person to the voter registrar. If the voter registrar is unavailable, the envelope shall be delivered to the general custodian of election records, who shall deliver it to the voter registrar on the next regular business day. All election records and supplies shall be preserved by the City Secretary in accordance with the Code.

SECTION 16

CANVASSING OF RETURNS

In accordance with Section 67.003 of the Code, the City Council shall canvass the returns not earlier than May 9, 2017, or later than May 17, 2017.

SECTION 17

NECESSARY ACTIONS

The Mayor, City Council, Election Officer and City staff, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the Election, whether or not expressly authorized herein.

SECTION 18

Resolution 2017-

SEVERABILITY CLAUSE

It is hereby declared to be the intent of the City Council of the City of Celina that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution, since the same would have been enacted by the City Council without incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 19 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 20 **EFFECTIVE DATE**

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

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 10th day of January, 2017.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Resolution 2017-

Attachment: 2017- R Calling May General Election (1896 : General Election)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jessica Matehuala, Assistant
Date: January 10, 2017
Re:

Action Requested:

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

Background Information:

The Main Street Advisory Board has an opening due to the resignation of Carter Morris stepping down to fulfill the 2017 term.

Board Review/Citizen Input:

The Advisory Board asked Jennifer Kennemer, who already serves on the Movie Night Committee to fulfill this term. Her and her husband, Chad Kennemer own IROOFS and have sponsored several events in 2015-2016.

Alternatives:

None

Financial Considerations:

None

Legal Review:

None

Supporting Documents:

Nomination Form

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: 12-28-14

Name: Jennifer Kennemer
(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, Keep Celina Beautiful, Parks + Recreation
(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: 9183 Prairie Meadow

City: Celina State: Texas Zip Code: 75009

e-mail: Jennifer.K@iroofs.net Telephone: 469-261-9404

Celina Resident for 33 years

Attachment: Main Street (1894 : Main St)

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.

Signature Jennifer Krenner Date 12-28-16

STATEMENT OF INTEREST

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

I enjoy entertaining, throwing parties. I helped Bridgette with the movies on the square this year and truly have enjoyed it!

BUSINESS INFORMATIONBusiness Name: IRoofs LLC Business Owner? (Yes) NoBusiness Address: 9183 Prairie Meadow LnCity: Celina State: Texas Zip Code: 75009Telephone: 469-261-9404 Fax: 214-975-2585e-mail: Jennifer@iroofs.net Occupation: ownerPlease indicate any knowledge or personal experience applicable to the Board/Commission
You are applying for: Main Street with Bridgette I'vesponsored I think every event and volunteered
at movies on square this past year.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. I have a cousinBrandy Berry that works at the court for
city of celina. But shouldn't affect my ability to serve



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: January 10, 2017
 Re: Stelzer Tract Annexation petition

Action Requested:

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

Background Information:

A petition for annexation was received from Ryan Griffin of BG-GPT Celina 15. The property is contiguous to the current City Limits.

- | | |
|---------------------|---|
| · January 10, 2017 | Council to accept petition. |
| · January 17, 2017 | Council to hold two public hearings & 5:00 p.m. and 5:05 p.m. |
| · February 14, 2017 | Council to consider annexation ordinance. |

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Property Exhibit

Staff Recommendation:

Staff recommends approval.



VOLUNTARY ANNEXATION APPLICATION

Property Description:

 Survey Name and Abstract No.: Collin County School Land #14, A0167

 Tract Number(s): _____ Number of Acres: 15.471

Number of People Living on Each Tract of Land (attach an additional sheet if necessary): _____

Current Property

 Owner's Name(use additional page for more space): Ryan Griffin

 Company: BG-GBT Celina 15, LP

 Address: 9550 John W. Elliott Drive, #106

 City, State, Zip: Frisco, TX 75033

 Phone#: 214-975-0842

 Fax #: 214-975-0841

 E-Mail Address: rgm@friscocs.com

Owners

 Signature: *Ryan Griffin*

 Representative's Name: David Kochalka

 Company: Kimley-Horn

 Address: 5750 Genesis Court, Suite 200

 City, State, Zip: Frisco, TX 75034

 Phone#: 972.335.3580

 Fax #: 972.335.3779

 E-Mail Address: david.kochalka@kimley-horn.com
Submittal Requirements

- ✓ Application
- ✓ Application Fee -Minimum \$250.00 or actual costs
- ✓ Metes and bounds description of the property with a graphic exhibit. The metes and bounds description and the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper **Graphic Exhibit must be in black and white.**
- ✓ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.

Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

 COUNTY OF Collin

BEFORE ME, a Notary Public, on this day personally appeared Ryan Griffin the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application, that all information submitted herein is true and correct."

Ryan Griffin

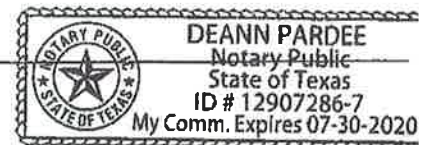
Owner, Applicant, or Representative

 SUBSCRIBED AND SWORN TO before me, this the 28th day of Nov, 2016

 My Commission expires 7/20/2020

D. Pardee
Notary Public in & for the State of
Texas

OFFICE USE ONLY

 Receipt#: _____
 Check#: _____
 Payor: _____




Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: January 10, 2017
Re: Ownsby Farms Public Improvement District 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 Ownsby Farms Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ± 119.138 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167 Collin County, Texas and located within the city limits of the City of Celina, Texas. The property is generally located south of CR 53, north of Frontier Parkway, west of Preston Road and east of the BNSF Railroad. (Ownsby Farms) (Liebman/Petty)

Background Information:

This public hearing is for the creation of a Public Improvement District for the Ownsby Farms development and the levying of assessments related to the project.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

N/A



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: January 10, 2017
 Re: Cambridge Crossing PID Petition Resolution

Action Requested:

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

Background Information:

The proposed resolution is to accept the application for a Public Improvement District on behalf of Tollway/Outerloop, L.P. and to call for a public hearing to be set for February 14, 2017

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The owner/developer estimates the cost to design, acquire, and construct the authorized improvements to be \$80,000,000. The Public Improvement District allows the owner/developer to be reimbursed for these improvements via an assessment charged to future property owners within the district.

Legal Review:

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

Supporting Documents:

- Proposed resolution

Staff Recommendation:

Staff recommends approval.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA,
TEXAS, ACCEPTING A PETITION TO CREATE THE CAMBRIDGE
CROSSING PUBLIC IMPROVEMENT DISTRICT AND CALLING FOR
A PUBLIC HEARING.**

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

WHEREAS, on January 3, 2017, the owners of real property delivered to the City of Celina, Texas a petition (the “**Petition**”, which is attached as **Exhibit A**) meeting the requirements of the Act and indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the District have executed the Petition requesting that the City Council create the Cambridge Crossing Public Improvement District (the “**District**”); and

WHEREAS, the Act states that the Petition is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, the Act further requires that prior to the adoption of the resolution creating the District, the City Council must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City.

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

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

Section 2. City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

Section 3. The City Council calls a public hearing to be scheduled at or after 5:00 p.m. on February 14, 2017 to be held at First United Methodist Church, 112 N. Colorado Street, Celina, Texas on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

Section 4. The City Council hereby authorizes and directs the City Secretary, on or before January 29, 2016, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

[Remainder of page left blank intentionally.]

PASSED AND APPROVED THIS THE 10th DAY OF JANUARY, 2017.

CITY OF CELINA, TEXAS

SEAN TERRY, MAYOR

ATTEST:

VICKI FAULKNER, CITY SECRETARY

EXHIBIT A
PETITION FOR CREATION

Attachment: 2015.004.004b - LEGAL-#48642-v2-Celina_Cambridge_Crossing_PID_-_Resoluti... (1883 : Cambridge Crossing PID Petition

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN
THE CITY OF CELINA, TEXAS,
FOR THE CAMBRIDGE CROSSING DEVELOPMENT

This petition (the "Petition") is submitted and filed with the City Secretary of the City of Celina, Texas (the "City"), by Tollway/Outer Loop, L.P., a Texas Limited Partnership (the "Owner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the City create a public improvement district (the "District") to include property owned by the Owner and located within the corporate limits of the City (the "Property"), more particularly described in Exhibit A and depicted in Exhibit B. In support of this Petition, the Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to, water and wastewater system improvements, drainage improvements, roadway improvements, right-of-way acquisition, and other improvement projects (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements is \$80,000,000.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy an assessment on each lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Section 5. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

Section 6. Management of the District. The Owner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. Owner Requests Establishment of the District. The person signing this Petition requests the establishment of the District.

Section 8. Advisory Board. The Owner proposes that the District be established and managed without the creation of an advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 3rd day of January, 2017.

TOLLWAY/OUTER LOOP, L.P.,
Texas limited partnership

By: Tollway/Outer Loop GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
a Texas corporation,
its Manager

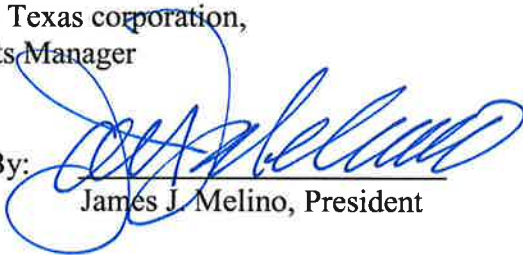
By: 
James J. Melino, President

Exhibit A
Metes and Bounds Description of the Property
(551.945 Acres)

Parcel 1:

BEING a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, and the T. STATEN SURVEY, ABSTRACT NO. 806, Collin County, Texas, and being part of that tract of land conveyed to Tollway/Outer Loop, LP, according to the documents filed of record in Document Number 20140827000927470 and 20140827000927480, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a red plastic cap found in the approximate center line of Legacy Drive, a variable width right-of-way, (also known as County Road No. 6), for the southwest corner of said Tollway/Outer Loop, LP tract, recorded in Document Number 20140827000927470, being common with the northwest corner of that tract of land conveyed to Stephen Wayne Harris, according to the document filed of record in Document Number 2003-0050617, Deed Records, Collin County, Texas, the northeast corner of that tract of land conveyed to Paul W. Stiles, according to the document filed of record in Document Number 2001-60781, Deed Records, Denton County, Texas, and being the southeast corner of that tract of land conveyed to Smiley Road, LTD, according to the document filed of record in Document Number 2005-102909, Deed Records, Denton County, Texas;

THENCE North 00° 31' 22" West, leaving said common corner and with the common west line of said Tollway/Outer Loop, LP tract and east line of said Smiley Road, LTD tract, a distance of 1,441.29 feet to a 1/2 inch iron rod with a red plastic cap found for the southwest corner of that tract of land conveyed to Stephen W. Harris and wife, Sandra D. Harris, according to the document filed of record in Volume 3399, Page 27, Deed Records, Collin County, Texas;

THENCE North 89° 19' 12" East, with the south line of said Stephen W. Harris and wife, Sandra D. Harris tract, a distance of 290.73 feet to a point for the southeast corner of said Harris tract;

THENCE North 00° 36' 53" West, a distance of 300.52 feet to a 1/2 inch iron rod found in the south line of that tract of land conveyed to Gary Lynn Mitchell and wife, Laura D. Mitchell, according to the document filed of record in Volume 4747, Page 939, Deed Records, Collin County, and being the northeast corner of that tract of land conveyed to Richard Tillery and Spouse, Brinda Tillery, as recorded in Volume 5835, Page 4359, Deed Records, Collin County, Texas;

THENCE North 89° 44' 10" East, with the south line of said Mitchell tract, a distance of 10.07 feet to a 1/2 inch iron rod with an orange plastic cap found for the southeast corner of said Mitchell tract;

THENCE North 00° 32' 00" West, with the east line of said Mitchell tract, a distance of 147.35 feet to a 1/2 inch iron rod with an orange plastic cap found for the northeast corner of said Mitchell;

THENCE South 89° 12' 17" West, with the north line of said Mitchell tract, a distance of 300.27 feet to a 3/8 inch iron rod found in the west line of the above mentioned Tollway/Outer Loop, LP tract, being common with the east line that tract of land conveyed to G Bar &, LTD, according to the document filed of record in Document Number 2005-13872, Deed Records, Denton County, Texas, for the northwest corner of said Mitchell tract;

THENCE North 00° 25' 26" West, with said common line, a distance of 1,256.18 feet to a point for corner;

THENCE Leaving said common line, over and across said Tollway/Outer Loop, LP tract, the following seven (7) courses and distances:

North 89° 37' 48" East, a distance of 55.93 feet to a point for corner at the beginning of a curve to the left having a central angle of 09° 59' 44", a radius of 4,000.00 feet and a chord bearing and distance of North 84° 37' 56" East, 696.94 feet;

With said curve to the left, an arc distance of 697.82 to a point for corner;

North 79° 38' 04" East, a distance of 250.32 feet to a point for corner at the beginning of a curve to the right having a central angle of 41° 23' 20", a radius of 3,500.00 feet and a chord bearing and distance of South 79° 40' 16" East, 2,473.68 feet;

With said curve to the right, an arc distance of 2,528.30 to a point for corner;

South 58° 58' 36" East, a distance of 558.92 feet to a point for corner at the beginning of a curve to the left having a central angle of 31° 44' 36", a radius of 3,450.00 feet and a chord bearing and distance of South 74° 50' 55" East, 1,887.04 feet;

With said curve to the right, an arc distance of 1,911.39 to a point for corner;

North 89° 16' 47" East, a distance of 18.96 feet to a point for corner in the east line of the above mentioned Tollway/Outer Loop, LP tract, being common with the west line of that tract of land conveyed to Celina Stearman 39, LP, according to the document filed of record in Document Number 20070605000757520, Deed Records, Collin County, Texas;

THENCE South 00° 45' 23" East, with said common line, a distance of 1,976.28 feet to a point in the north line of that tract of land conveyed to Two-J Partners, LLLP, according to the document filed of record in Document Number 20080509000562500, Deed Records, Collin County, Texas, for the southeast corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of said Celina Stearman 39, LP tract;

THENCE North 89° 59' 51" West, leaving said common corner and with the north line of said Two-J Partners, LLLP tract, a distance of 1,275.78 feet to a point for the southeast corner of the above mentioned Tollway/Outer Loop, LP tract, recorded in Document Number 20140827000927480, Deed Records, Collin County, Texas;

THENCE South 89° 43' 04" West, with said north line, being common with the south line of said Tollway/Outer Loop, LP tract, a distance of 2,488.02 feet to a point for the southwest corner of said Tollway/Outer Loop, LP tract corner;

THENCE South 89° 30' 12" West, continuing with said north line, a distance of 538.98 feet to a 1/2 inch iron rod with a red plastic cap found for an interior ell corner of the above mentioned Tollway/Outer Loop, LP tract, recorded in Document Number 20140827000927470, being common with the northwest corner of said Two-J Partners, LLLP tract;

THENCE South 01° 04' 11" East, leaving said common corner, a distance of 26.82 feet to a 1/2 inch iron rod found in the west line of said Two-J Partners, LLLP tract, for the most southern, southeast corner of said Tollway/Outer Loop, LP tract, being common with the northeast corner of the above mentioned Stephen Wayne Harris tract;

THENCE South 89° 34' 23" West, leaving said common corner and with the north line of said Stephen Wayne Harris Tract, a distance of 1,446.40 feet to the **POINT OF BEGINNING** and containing 364.114 acres of land, more or less.

Parcel 2:

BEING a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, F.D. GARY SURVEY, ABSTRACT NO. 360, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being part of that tract of land conveyed to Tollway/Outer Loop, LP, according to the document filed of record in Document Number 20140827000927470, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found in the east line of that tract of land conveyed to Old Celina, LTD, according to the document filed of record in Document Number 2005-76678, Deed Records, Denton County, Texas, for the most westerly, northwest corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of that tract of land conveyed to Planetial, LP, according to the document filed of record in Document Number 20091016001276920, Deed Records, Collin County, Texas;

THENCE North 89° 24' 25" East, leaving said common corner and with the south line of said Planetial, LP tract, a distance of 1,230.89 feet to a 5/8 inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract, being common with the southeast corner of said Planetial, LP tract;

THENCE North 00° 35' 12" West, leaving said common corner, a distance of 1,053.04 feet to a 1/2 inch iron rod found in the east line said Planetial, LP tract, for a northwest corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of that tract of land conveyed to Estate of Ruth Monschke, according to the document filed of record in Document Number 94-0034942, Deed Records, Collin County, Texas;

THENCE North 89° 23' 58" East, leaving said east line and said common corner, a distance of 2,483.59 feet to a 1/2 inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract, being common with the southeast corner of said Estate of Ruth Monschke tract;

THENCE North 00° 45' 41" West, leaving said common corner, a distance of 659.70 feet to a 1/2 inch iron rod with a yellow plastic cap found in the east line of said Estate of Ruth Monschke tract, for the most northerly, northwest corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of that tract of land conveyed to G Bar 7, LTD, according to the document filed of record in Document Number 2005-0015684, Deed Records, Collin County, Texas;

THENCE North 89° 38' 12" East, leaving said east line and said common corner, a distance of 1,028.26 feet to a 1/2 inch iron rod found in the west line of that tract of land conveyed to Stiles Family Limited Partnership, according to the document filed of record in Document Number 97-0009838, Deed Record, Collin County, Texas, for the most northerly, northeast corner of said Tollway/Outer Loop, LP tract, being common with the southeast corner of said G Bar &, LTD tract;

THENCE South 00° 14' 13" East, leaving said common corner and with said west line, a distance of 2,005.25 feet to a 1/2 inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of said Stiles Family Limited Partnership tract;

THENCE North 89° 32' 06" East, leaving said common corner, a distance of 981.23 feet to a 1/2 inch iron rod found for the southeast corner of said Stiles Family Limited Partnership tract, being common with the southwest corner of that tract conveyed to Celina Tollway 107 Partners, LTD, according to the document filed of record in Document Number 2010110900122310, Deed Records, Collin County, Texas;

THENCE North 89° 35' 38" East, leaving said common corner, a distance of 357.47 feet to a 1/2 inch iron rod found in the south line of said Celina Tollway 107 Partnership, LTD tract, being the most easterly, northeast corner of said Tollway/Outer Loop, LP tract, being common with the northwest corner of that tract of land conveyed to Billie J. May Family Trust, according to the document filed of record in Document Number 20110921001005300, Deed Records, Collin County, Texas;

THENCE South 00° 32' 36" East, leaving said common corner, a distance of 1,290.62 feet to a point for corner in the east line of said Tollway/Outer Loop, LP tract, being common with the west line of said Billie J. May Family Trust tract;

THENCE Leaving said common line, over and across said Tollway/Outer Loop, LP tract, the following eight (8) courses and distances:

South 86° 10' 05" West, a distance of 220.32 feet to a point for corner;

South 89° 16' 47" West, a distance of 131.68 feet to a point for corner at the beginning of a curve to the right having a central angle of 31° 44' 36", a radius of 2,950.00 feet and a chord bearing and distance of North 74° 50' 55" West, 1,613.56 feet;

With said curve to the right, an arc distance of 1,634.38 feet to a point for corner;

North 58° 58' 36" West, a distance of 558.92 feet to a point for corner at the beginning of a curve to the left having a central angle of 41° 23' 20", a radius of 4,000.00 feet and a chord bearing and distance of North 79° 40' 16" West, 2,827.06 feet;

With said curve to the left, an arc distance of 2,889.48 feet to a point for corner;

South 79° 38' 04" West, a distance of 250.32 feet to a point for corner at the beginning of a curve to the right having a central angle of 09° 59' 44", a radius of 3,500.00 feet and a chord bearing and distance of South 84° 37' 56" West, 609.82 feet;

With said curve to the right, an arc distance of 610.59 feet to a point for corner;

South 89° 37' 48" West, a distance of 56.40 feet to a point for corner in the west line of the above mentioned Tollway/Outer Loop, LP tract, being common with the east line of the above mentioned Old Celina, LTD tract;

THENCE North 00° 25' 26" West, with said common line, a distance of 429.54 feet to the **POINT OF BEGINNING** and containing 202.831 acres of land, more or less.

SAVE AND EXCEPT the following parcel of land:

BEING a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, T. STATEN SURVEY, ABSTRACT NO. 806, and the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, Collin County, Texas, and being part of that tract of land conveyed to Tollway/Outer Loop, LP, according to the document filed of record in Document Number 20140827000927470, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with a yellow plastic cap found for an interior ell corner of said Tollway/Outer Loop, LP tract, being common with the southwest corner of that tract of land conveyed to Stiles Family Limited Partnership, according to the document filed of record in Document Number 97-0009838, Deed Records, Collin County, Texas;

THENCE Leaving said common corner, over and across said Tollway/Outer Loop, LP tract, the following nineteen (19) courses and distances:

South 77° 57' 59" West, a distance of 45.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the **POINT OF BEGINNING** of the tract of land described here in;

South 81° 33' 18" West, a distance of 87.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 57° 24' 10" West, a distance of 93.03 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 44° 09' 30" West, a distance of 62.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 37° 25' 04" West, a distance of 62.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 30° 00' 11" West, a distance of 74.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 24° 53' 57" West, a distance of 75.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 15° 33' 45" West, a distance of 10.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 84° 59' 41" West, a distance of 175.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 35° 30' 13" West, a distance of 58.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 190° 45' 31", a radius of 50.00 feet and a chord bearing and distance of South 16° 58' 32" West, 99.56 feet;

With said curve to the left, an arc distance of 166.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South $13^{\circ} 39' 35''$ West, a distance of 214.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right having a angle of $65^{\circ} 36' 16''$, a radius of 325.00 feet and a chord bearing and distance of North $33^{\circ} 24' 09''$ West, 352.13 feet;

With said curve to the right, an arc distance of 372.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North $00^{\circ} 36' 02''$ West, a distance of 332.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of $24^{\circ} 43' 32''$, a radius of 525.00 feet and a chord bearing and distance of North $12^{\circ} 57' 48''$ West, 224.81 feet;

With said curve to the left, an arc distance of 226.56 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

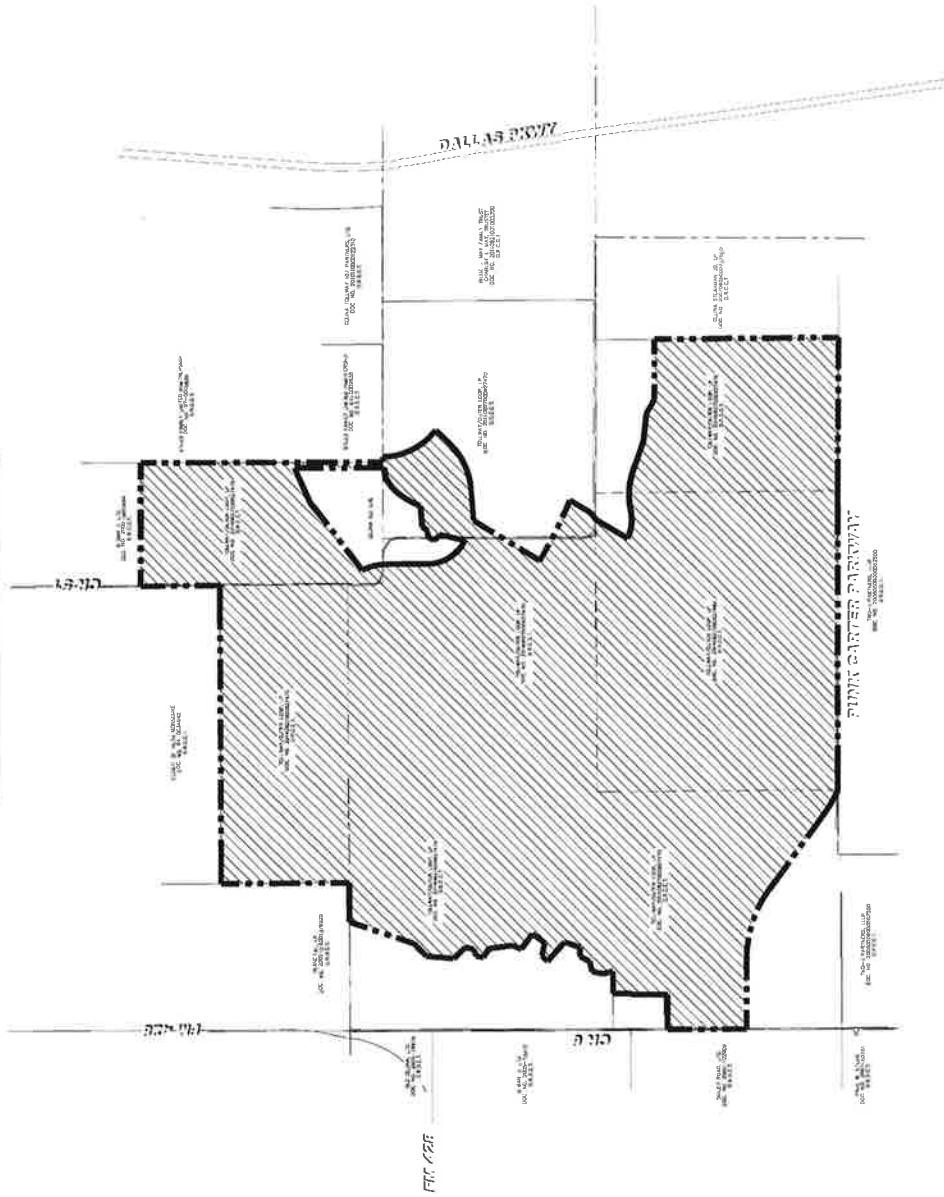
North $52^{\circ} 42' 56''$ East, a distance of 698.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North $65^{\circ} 27' 32''$ East, a distance of 324.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South $00^{\circ} 14' 13''$ East, a distance of 715.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of $01^{\circ} 52' 20''$, a radius of 645.00 feet and a chord bearing and distance of South $01^{\circ} 10' 22''$ East, 21.07 feet;

With said curve to the left, an arc distance of 21.08 feet to the **POINT OF BEGINNING** and containing 15.000 acres of land, more or less.

Exhibit B
Depiction of the Property





**DOWDY ANDERSON
& ASSOCIATES, INC.**

PID BOUNDARY EXHIBIT

CAMBRIDGE CROSSING

CELINA, TEXAS



4/14/2017
2017/01/03

EXHIBIT B

CITY OF CELINA, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Celina, Texas (“Celina”), will hold a public hearing to accept public comments and discuss the petition (the “Petitioner”), filed by Tollway/Outer Loop, L.P., (the “Petitioner”), requesting that Celina create the Cambridge Crossing Public Improvement District (the “District”) to include property owned by the Petitioner.

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m. on February 14, 2017 at First United Methodist Church, 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the “Act”), that are necessary for the development of the property within the District, which public improvements may include: street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; parks and open space and related improvements; and other projects authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; payment of costs associated with developing and financing the public improvements listed above; and payment of costs of establishing, administering, and operating the District (the “Authorized Improvements”).

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$80,000,000.00.

Proposed District Boundaries. The District is proposed to include approximately 551.945 acres of land generally located directly north of County Road 7, directly east of County Road 6, south of FM 428, and west of Dallas Parkway, and as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

Proposed Method of Assessment. Celina shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and Celina. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District property and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to it as developer of the District.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: January 10, 2017
 Re: Ayala Annexation Ordinance

Action Requested:

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

Background Information:

Below is the anticipated annexation schedule for the property. The property owner has been offered a Chapter 43 Pre-annexation agreement which was not accepted.

- ~~November 08, 2016 – City Council acts on Resolution to set the public hearing dates.~~
- ~~December 13, 2016 – Two separate public hearings are held on the same night (5:00pm & 5:05pm at 112 N. Colorado Dr., Celina, Texas.)~~
- January 10, 2016 - City Council acts on Ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Ordinance

Staff Recommendation:

Staff recommends approval

CITY OF CELINA, TEXAS

ORDINANCE NO. 2017-
(AYALA TRACT ANNEXATION)

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING 7.646 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY. ABSTRACT NO. A0167, SHEET 2, TRACT 37, COLLIN COUNTY, TEXAS, AND BEING PART OF A 14.931 ACRE TRACT OF LAND DESCRIBED AS "EXHIBIT A" IN A DEED TO AYALA METRO PARK PROPERTIES, LTD AS RECORDED IN DOCUMENT NUMBER 20081121001355390 OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" SUCH TRACT IS GENERALLY LOCATED WEST OF SH 289, NORTH OF COUNTY ROAD 53, EAST OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, AND SOUTH OF COUNTY ROAD 55; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 13th day of December, 2016 and the second hearing being held on the 13th day of December, 2016 in the Council Chambers located at 112 N. Colorado in the City of Celina to consider the annexation of the properties being more particularly described in Exhibits "A" and "B", attached hereto and incorporated herein; and

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

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

WHEREAS, the notice of the public hearings were published in the Celina Record, a newspaper of general circulation within the City of Celina, Texas, on the 25th of November 2016, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

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

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

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territories are within the extraterritorial jurisdiction of any other

Attachment: Ayala Ordinance (1898 : Ayala Annexation Ordinance)

incorporated city or town; and

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

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

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

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

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

SECTION 3 **SERVICE PLAN**

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

SECTION 4 **FILING OF ORDINANCE REQUIRED**

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

SECTION 5 **EFFECT ON TERRITORY**

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

SECTION 6 **CUMULATIVE REPEALER**

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

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

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

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 8
EFFECTIVE DATE

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

AND IT IS SO ORDAINED .

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14 day of July, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Faulkner, City Secretary
City of Celina, Texas

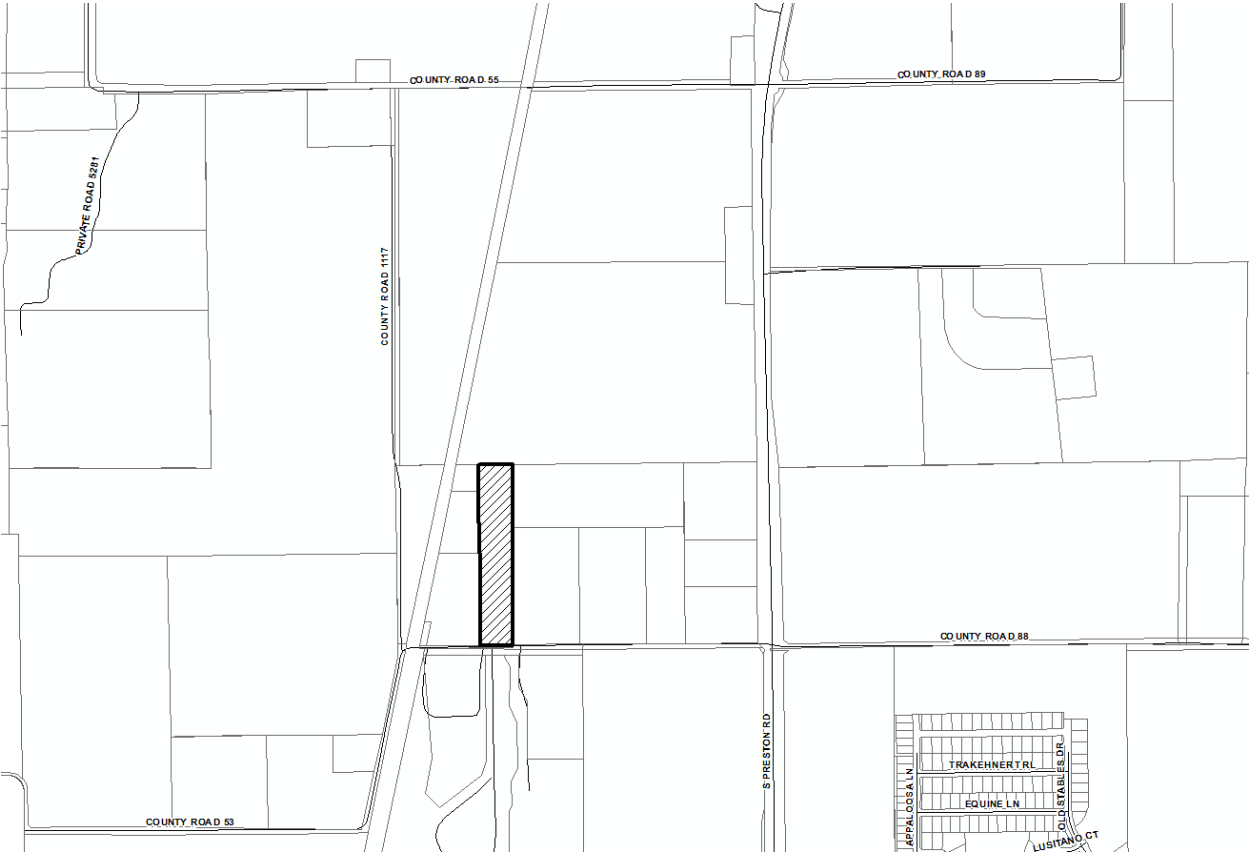
City Attorney
City of Celina, Texas

Attachment: Ayala Ordinance (1898 : Ayala Annexation Ordinance)

EXHIBIT A
Legal Description

Abstract A0167 Collin County School Land #14 Survey, Sheet 2, Tract 37, 7.646 Acres

EXHIBIT “B”
Graphical Depiction



Attachment: Ayala Ordinance (1898 : Ayala Annexation Ordinance)

EXHIBIT “C”**Service Plan****A) SERVICE PLAN GENERALLY**

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

B) EMERGENCY SERVICES

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

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

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

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

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

E) WATER FACILITIES

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

F) ROAD AND STREETS

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

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal

control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

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

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

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

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than

were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

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

N) AMENDMENTS

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



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Mary Petty, Petty & Associates
 CC: Rick Chaffin, Interim City Manager
 Date: January 10, 2017
 Re: Annual Service Plan Update-Wells South Public Improvement District

Action Requested:

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

Background Information:

The Service and Assessment Plan and Assessment Roll for each PID is required to be reviewed and updated annually by the City Council as described in the PID Act, Chapter 372. This review must be done and the Plan must be updated annually. The PID Administrator provided these to the city on 12/8. There are still outstanding items needed to complete this SAP Annual Update, therefore this update is divided into two (2) parts. This methodology of dividing the Annual SAP Update into parts is NOT anticipated to continue, however, the Developer has subdivided land and it is our understanding that the PID Admin delayed reallocating the assessment at the Developer's request. Now that the Developer is actively selling lots, this places a greater burden on the City to approve a reallocation of assessments since the reallocation was not done in the previous year. The PID Admin is also desiring to change the application of the TIRZ Credit. This is being reviewed by Bond Counsel and a recommendation will be presented at the meeting.

Again, delaying the Annual SAP Update and allocation of assessments will not be done in the future, Council will still need to approve the Part 2 to this SAP Update later. Part 2 is related to changes in the estimated costs of the Authorized Improvements and are under review.

The annual review process, and thus approval of Annual SAP Updates for all PIDs will be moving to July/August to better manage the review and updating process and to allow the assessment invoices to be sent out during September by the respective County agencies along with other tax assessments.

Board Review/Citizen Input:

Alternatives:**Financial Considerations:****Legal Review:**

Ordinance reviewed by the City Attorney.

Supporting Documents:

Draft Annual SAP Update

Staff Recommendation:

Recommend approval pending Petty & Associates review.

CITY OF CELINA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2015-34R adopted on July 14, 2015, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Wells South Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on October 30, 2015 in The Celina Record, a newspaper of general circulation in the City; and

WHEREAS, on December 7, 2015, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance Nos. 2015-65 and 2015-66 approving the Wells South Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on December 7, 2015, the City Council convened the Levy and Assessment Hearing and adopted Ordinance Nos. 2015-67 and 2015-68, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

Attachment: Wells South PID_FINAL (1870 : SAP update)

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Wells South Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS ____ DAY OF _____ 20____.

Sean Terry, Mayor

Attachment: Wells South PID_FINAL (1870 : SAP update)

ATTEST:

Vicki Faulkner, City Secretary

Rick Chaffin, Interim City Manager

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Wells South PID_FINAL (1870 : SAP update)

Exhibit A

Attachment: Wells South PID_FINAL (1870 : SAP update)

WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

December 8, 2016

Attachment: Wells South PID - Annual Service Plan Update - 2016 (1870 : SAP update)

WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

Wells South Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on July 14, 2015 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) (the “NIA #1 Bonds”) in the aggregate principal amount of \$5,790,000, The City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project) (the “MIA Bonds”) in the aggregate principal amount of \$8,040,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, the prorated share of the City Contributed Major Improvements in the total amount of \$2,120,000 is secured by special assessments.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2016 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “Assessment Rolls”) identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2016.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The current total estimated costs of the Major Improvements is equal to \$5,715,000, the total estimated cost of the NIA #1 Improvements Costs (including the proportional share of the Major Improvement Costs) is equal to \$4,545,000 and the current prorated share of the total estimated costs of the City Contributed Major Improvements allocable to the PID is equal to \$2,010,000 as shown in the Service and Assessment Plan.

As shown by Table A below, the PID has incurred indebtedness in the total amount of \$15,950,000 in the form of the Bonds and City Contributed Major Improvements, which are to be repaid from Assessments.

Table A
Sources and Uses of Funds
Authorized Improvements

Sources of Funds	Major Improvement Area Bonds	NIA #1 Bonds	City Contributed Major Improvements	Total
Gross Bond amount	\$8,040,000	\$5,790,000	\$0	\$13,830,000
Gross share of City Certificates of Obligation	\$0	\$0	\$2,120,000	\$0
Other funding sources	\$0	\$0	\$0	\$0
Total Sources	\$8,040,000	\$5,790,000	\$2,120,000	\$15,950,000
Uses of Funds				
Project Fund deposits:				
Authorized improvements	\$5,715,000	\$4,545,000	\$2,010,000	\$12,270,000
Developer Counsel/SAP/Appraisal	\$98,829	\$71,171	\$0	\$170,000
	\$5,813,829	\$4,616,171	\$2,010,000	\$12,440,000
Other fund deposits				
Debt Service Reserve Fund	\$653,930	\$412,100	\$0	\$1,066,030
Capitalized Interest	\$1,020,075	\$357,247	\$0	\$1,377,322
Additional proceeds	\$2,448	\$0	\$0	\$2,448
Subtotal	\$1,676,452	\$769,347	\$0	\$2,445,799
Costs of issuance	\$336,598	\$251,002	\$0	\$587,600
Underwriter's discount/Underwriter's counsel	\$213,121	\$153,479	\$0	\$366,600
Financing cost	\$0	\$0	\$110,000	\$110,000
Total Uses	\$8,040,000	\$5,790,000	\$2,120,000	\$15,950,000

A service plan must cover a period of five years. All of the Authorized Improvements are expected to be built within a period of five years. The projected Annual Installments for the MIA Bonds, the NIA #1 Bonds and the City Contributed Major Improvements (net of any Capitalized Interest) are shown by Table B.

Table B
Projected Annual Installments
2015 - 2020

Period ending Sept. 30	Projected Annual Installments		
	MIA Bonds	NIA#1 Bonds	City Contributed Major Improvements
2016	\$30,000	\$30,000	\$46,402
2017	\$96,253	\$333,281	\$68,762
2018	\$754,412	\$497,037	\$173,520
2019	\$753,636	\$497,599	\$171,189
2020	\$757,473	\$497,835	\$173,617
2021	\$755,522	\$497,747	\$180,603
Total	\$3,147,296	\$2,353,499	\$814,093

Debt Service and Collection Costs

NIA #1 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the NIA #1 Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the NIA #1 Bonds commencing with the issuance of the NIA #1 Bonds. The effective interest rate on the NIA #1 Bonds is 6.25 percent for 2016-17. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the NIA #1 Bonds (6.25%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. In addition, the total 2016-17 debt service interest amount applicable to the City Contributed Major Improvements proportionally allocated to the PID is \$65,193, as provided by the City. The prorated share of NIA #1 is equal to \$14,994 ($\$65,193 \times 23\% = \$14,994$). These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of NIA #1 Annual Installments that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIA #1 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and the applicable Trust Indenture.

NIA #1 Annual Installments to be collected for 2016

The budget for NIA #1 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table C.

Table C
Budget for the NIA #1 Annual Installments
To be collected for 2016

	<u>NIA #1</u>	<u>City</u>	
	<u>Bonds</u>	<u>Contributed</u>	
		<u>Major</u>	<u>Total</u>
		<u>Improvements</u> ¹	
Interest payment on March 1, 2017	\$180,938	\$7,568	\$188,505
Interest payment on September 1, 2017	\$180,938	\$7,426	\$188,364
Principal payment on September 1, 2017	\$0	0	\$0
Subtotal debt service on bonds	\$361,875	\$14,994	\$376,869
Administrative Expenses	\$29,383	\$1,217	\$30,600
Excess interest for debt service reserve fund	\$48,974	\$0	\$48,974
<i>Subtotal Expenses</i>	<i>\$440,232</i>	<i>\$16,212</i>	<i>\$456,443</i>
Available reserve fund income	\$0	0	\$0
Available capitalized interest account	\$106,951	0	\$106,951
Available Administrative Expense account	\$0	0	\$0
<i>Subtotal funds available</i>	<i>\$106,951</i>	<i>\$0</i>	<i>\$106,951</i>
Annual Installments	\$333,281	\$16,212	\$349,492

1 – The interest due on the City Contributed Major Improvements is \$65,193, as provided by the City. 23% of this prorated amount is allocated to the NIA #1 based on the ratio shown in the SAP.

As shown in Table C above, the total Annual Installment for 2016 is equal to \$349,492. The total debt service payments on the NIA #1 Bonds (net of available capitalized interest) and the City Contributed Major Improvements for 2016-17, the Administrative Expenses and excess interest for debt service reserve fund to be collected for 2016 are shown as \$269,918 (\$376,889 - \$106,951 = \$269,918), \$30,600 and \$48,974, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #1 Bonds, to fund the debt service reserve transfer described in the SAP, and to cover Administrative Expenses of NIA #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest.

According to the Developer, there are no Owner Association Properties (HOA) for 2016. As a result, the Annual Installment for 2016 will be collected from the Assessed Property within NIA #1 that are shown in the SAP. The Annual Installment to be collected from each Parcel in NIA #1 is determined using the percentage of Special Assessments for each Parcel as shown in Table D.

Table D
Allocation of Annual Installment to NIA #1 Parcels for 2016

Parcel	Estimated Assessable Units	PID Bond Special Assessment	Percentage of Special Assessments¹	2016 NIA #1 Annual Installment
2122501	177	\$4,274,303	74.57%	\$260,608.90
965735	186	\$1,457,797	25.43%	\$88,883.47
HOA	0	\$57,900	0.00%	\$0.00
Total	363	\$5,790,000	100.00%	\$349,492.37

1 – the percentages are calculated excluding the HOA property.

The list of parcels within NIA #1 of the PID, the estimated number of units to be developed on the current Parcels, the total Assessment, the Annual Assessment, the Administrative Expenses, the excess interest amount and the Annual Installment to be collected for 2016 are shown in the NIA #1 Assessment Roll summary attached hereto as Appendix A-1.

Major Improvement Area - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty-one annual installments of principal and interest beginning with the tax year following the issuance of the MIA Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the MIA Bonds commencing with the issuance of the MIA Bonds. The effective interest rate on the MIA Bonds is 7.5 percent for 2016-17. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the MIA Bonds (7.5%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. In addition, the total 2016-17 debt service interest amount applicable to the City Contributed Major Improvements proportionally allocated to the PID is \$65,193, as provided by the City. The prorated share of the Major Improvement Area is equal to \$50,199 ($\$65,193 \times 77\% = \$50,199$). These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a

Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the MIA Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used fund the debt service reserve fund transfers as described in the Service and Assessment plan and applicable Trust Indenture.

Major Improvement Area Annual Installments to be collected for 2016

The budget for the Major Improvement Area of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table E.

Table E
Budget for the Major Improvement Area Annual Installments
To be collected for 2016

	<u>MIA Bonds</u>	<u>City Contributed Major Improvements</u>	<u>Total</u>
Interest payment on March 1, 2017	\$301,500	\$25,336	\$326,836
Interest payment on September 1, 2017	\$301,500	\$24,862	\$326,362
Principal payment on September 1, 2017	\$0	\$0	\$0
Subtotal debt service on bonds	\$603,000	\$50,199	\$653,199
Administrative Expenses	\$28,248	\$2,352	\$30,600
Excess interest for debt service reserve fund	\$68,005	\$0	\$68,005
Subtotal Expenses	\$699,253	\$52,550	\$751,804
Available reserve fund income	\$0	\$0	\$0
Available capitalized interest account	\$603,000	\$0	\$603,000
Available Administrative Expense account	\$0	\$0	\$0
Subtotal funds available	\$603,000	\$0	\$603,000
Annual Installments	\$96,253	\$52,550	\$148,804

1 – The interest due on the City Contributed Major Improvements is \$65,193, as provided by the City. 77% of this prorated amount is allocated to the Major Improvement Area based on the ratio shown in the SAP.

As shown in Table E above, the total Annual Installment for 2016 is equal to \$148,804. The aggregate debt service payments on the MIA Bonds and the City Contributed Major Improvements for 2016-17, the Administrative Expenses and excess interest for debt

service reserve fund to be collected for 2016 are shown as \$50,199 (\$653,199 - \$603,000), 30,600 and \$68,005, respectively.

According to the Developer, there are no Owner Association Properties (HOA) for 2016. As a result, the Annual Installment for 2016 will be collected from the Assessed Property within Major Improvement Area that are shown in the SAP. The Annual Installment to be collected from each Parcel in Major Improvement Area is determined using the percentage of Special Assessments for each Parcel as shown in Table F.

Table F
Allocation of Annual Installment to MIA Parcels for 2016

Parcel	Estimated Assessable Units	PID Bond Special Assessment	Percentage of Special Assessments¹	2016 MIA Annual Installment
2122501	177	\$1,356,178	17.04%	\$25,353.54
965735	186	\$1,339,067	16.82%	\$25,033.65
965726	392	\$2,945,337	37.00%	\$55,062.64
965771	127	\$1,075,679	13.51%	\$20,109.66
1498472	64	\$1,243,340	15.62%	\$23,244.06
HOA	0	\$80,400	0.00%	\$0.00
Total	946	\$8,040,000	100.00%	\$148,803.55

¹ – the percentages are calculated excluding the HOA property.

The list of parcels within Major Improvement Area of the PID, the estimated number of units to be developed on the current residential parcels, the total Assessment, the Annual Assessment, the Administrative Expenses, the excess interest amount and the Annual Installment to be collected for 2016 are shown in the Major Improvement Area Assessment Roll summary attached hereto as Appendix A-2.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property equally on the basis of the estimated build out value of each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

- (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.

The summary of NIA #1 and Major Improvement Area Assessment Rolls are shown in Appendix A-1 and A-2, respectively. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the formula shown in the SAP.

According to the Developer and the City, there have been no parcel subdivisions in the PID applicable for the Annual Installments to be collected in 2016.

There have been no Assessment prepayments as of November 30, 2016.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
NIA #1 Assessment Roll Summary – 2016

Attachment: Wells South PID - Annual Service Plan Update - 2016 (1870 : SAP update)

Appendix A-1
NIA #1 Assessment Roll Summary
2016

Parcel	Estimated Assessable Units	PID Bond Special Assessments	Percentage of Special Assessments	Annual Assessment	Administrative Expenses	Excess Interest for Debt Service Reserve	Annual Installment
2122501	177	\$4,274,303	74.57%	\$201,272.29	\$22,817.76	\$36,518.85	\$260,608.90
965735	186	\$1,457,797	25.43%	\$68,646.08	\$7,782.24	\$12,455.15	\$88,883.47
HOA	0	\$57,900	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total	363	\$5,790,000	100.00%	\$269,918.37	\$30,600.00	\$48,974.00	\$349,492.37

Appendix A-2
Major Improvement Area Assessment Roll Summary – 2016

Attachment: Wells South PID - Annual Service Plan Update - 2016 (1870 : SAP update)

Appendix A-2
Major Improvement Area Assessment Roll Summary
2016

Parcel	Estimated Assessable Units	Total Assessment	Percentage of Special Assessments	Annual Assessment	Administrative Expenses	Excess Interest for Debt Service Reserve	Annual Installment
2122501	177	\$1,356,178	17.04%	\$8,552.96	\$5,213.71	\$11,586.87	\$25,353.54
965735	186	\$1,339,067	16.82%	\$8,445.05	\$5,147.93	\$11,440.68	\$25,033.65
965726	392	\$2,945,337	37.00%	\$18,575.26	\$11,323.10	\$25,164.28	\$55,062.64
965771	127	\$1,075,679	13.51%	\$6,783.95	\$4,135.36	\$9,190.35	\$20,109.66
1498472	64	\$1,243,340	15.62%	\$7,841.33	\$4,779.91	\$10,622.81	\$23,244.06
HOA	0	\$80,400	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total	946	\$8,040,000	100.00%	\$50,198.55	\$30,600.00	\$68,005.00	\$148,803.55



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Rick Chaffin, Interim City Manager
Date: January 10, 2017
Re: Annual Service Plan Update-Wells North Public Improvement District

Action Requested:

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

Background Information:

The Service and Assessment Plan and Assessment Roll for each PID is required to be reviewed and updated annually by the City Council as described in the PID Act, Chapter 372. This review must be done and the Plan must be updated prior to the end of the year so that the PID Administrator can issue the Assessment invoices. The PID Administrator provided these to the city on 12/8, and City review is pending at this time. The annual review process for all PIDs will be moving to August to better manage the review and updating process and to allow the assessment invoices to be sent out during September along with other tax assessments.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Ordinance reviewed by the City Attorney.

Supporting Documents:

Ordinance

Staff Recommendation:

Recommend Approval pending Petty & Associates review.

CITY OF CELINA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE WELLS NORTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2016-12R adopted on February 9, 2016, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Wells North Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on March 11, 2016 in The Celina Record, a newspaper of general circulation in the City; and

WHEREAS, on March 29, 2016, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance Nos. 2016-19 and 2016-20 approving the Wells North Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on March 29, 2016, the City Council convened the Levy and Assessment Hearing and adopted Ordinance Nos. 2016-21 and 2016-22, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

Attachment: Wells North PID_FINAL (1871 : SAP update)

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Wells North Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS ____ DAY OF _____ 20____.

Sean Terry, Mayor

Attachment: Wells North PID_FINAL (1871 : SAP update)

ATTEST:

Vicki Faulkner, City Secretary

Rick Chaffin, Interim City Manager

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Wells North PID_FINAL (1871 : SAP update)

Exhibit A

Attachment: Wells North PID_FINAL (1871 : SAP update)

WELLS NORTH PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

December 8, 2016

Attachment: Wells North PID - Annual Service Plan Update - 2016 (1871 : SAP update)

WELLS NORTH PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Wells North Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on February 9, 2016 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Neighborhood Improvement Area #1 Project) (the “NIA #1 Bonds”) in the aggregate principal amount of \$6,425,000, The City of Celina, Texas Special Assessment Revenue Bonds, Series 2016 (Wells North Public Improvement District Major Improvement Area Project) (the “MIA Bonds”) in the aggregate principal amount of \$3,235,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2016 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “Assessment Rolls”) identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2016.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The original total estimated costs of the Neighborhood Improvement Area #1 (“NIA #1”) Authorized Improvements (including the proportional share of the Major Improvement Costs and bond issuance costs) was equal to \$8,209,506 and the original total estimated costs of the Major Improvement Area (“MIA”) Authorized Improvements (including the bond issuance costs) was equal to \$3,454,050. According to the Developer, there have been no changes in these original estimates to be included in this Annual Service Plan Update.

As shown in Table A in the following page, the PID has incurred indebtedness in the total amounts of \$3,235,000 and \$6,425,000 in the form of the MIA Bonds and NIA #1 Bonds, respectively, which are to be repaid from Special Assessments.

Table A
Sources and Uses of Funds
Public Improvements

<u>Sources of Funds:</u>	<u>MIA Bonds</u>	<u>NIA #1 Bonds</u>
Gross Bond Amount	\$3,235,000	\$6,425,000
Development Agreement Contributions	\$219,050	\$365,950
Owner contribution	\$0	\$1,418,556
Total sources of funds	\$3,454,050	\$8,209,506
<u>Uses of Funds:</u>		
Authorized Improvements	\$2,303,000	\$6,423,000
Development Agreement Contributions		
City regional park improvements	\$219,050	\$365,950
Costs of issuing the MIA Bonds and NIA #1 Bonds		
Deposit to capitalized interest fund	\$403,901	\$440,494
Deposit to debt service reserve fund	\$230,663	\$447,313
Bond issue costs including underwriter's costs	\$297,436	\$532,750
<i>Subtotal: Costs of issuing the North Improvement Area Bonds</i>	<i>\$932,000</i>	<i>\$1,420,556</i>
Total uses of funds	\$3,454,050	\$8,209,506

A service plan must cover a period of five years. The Authorized Improvements for the Major Improvement Area are expected to be built within a period of five years. The projected Annual Installments for the Major Improvement Area over a period of five years is shown in Table B.

Table B
Projected Annual Installments - MIA
2016 - 2021

Period Ending September 30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual PI Installment
2016	\$0	\$62,576	\$0	\$0	\$0	\$0	(\$62,576)	\$
2017	\$0	\$170,663	\$30,600	\$6,470	\$9,705	\$0	(\$170,663)	\$46,77
2018	\$0	\$170,663	\$31,212	\$6,470	\$9,705	\$0	(\$170,663)	\$47,38
2019	\$60,000	\$170,663	\$31,836	\$6,470	\$9,705	\$0	\$0	\$278,67
2020	\$60,000	\$167,888	\$32,473	\$6,350	\$9,525	\$0	\$0	\$276,23
2021	\$65,000	\$165,113	\$33,122	\$6,230	\$9,345	\$0	\$0	\$278,81
Total	\$185,000	\$907,566	\$159,243	\$31,990	\$47,985	\$0	(\$403,902)	\$927,88

A service plan must cover a period of five years. The Authorized Improvements for the NIA #1 are expected to be built within a period of five years. The projected Annual Installments for the NIA #1 over a period of five years is shown in Table C.

Table C
Projected Annual Installments – NIA #1
2016 - 2021

Period Ending September 30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual PI Installment
2016	\$0	\$118,181	\$0	\$0	\$0	\$0	(\$118,181)	
2017	\$0	\$322,313	\$30,600	\$12,850	\$19,275	\$0	(\$322,313)	\$62,7
2018	\$100,000	\$322,313	\$31,212	\$12,850	\$19,275	\$0	\$0	\$485,6
2019	\$100,000	\$317,938	\$31,836	\$12,650	\$18,975	\$0	\$0	\$481,3
2020	\$125,000	\$313,563	\$32,473	\$12,450	\$18,675	\$0	\$0	\$502,1
2021	\$125,000	\$308,094	\$33,122	\$12,200	\$18,300	\$0	\$0	\$496,7
Total	\$450,000	\$1,702,402	\$159,243	\$63,000	\$94,500	\$0	(\$440,494)	\$2,028,6

Debt Service and Collection Costs

NIA #1 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty-one annual installments of principal and interest beginning with the tax year following the issuance of the NIA #1 Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the NIA #1 Bonds commencing with the issuance of the NIA #1 Bonds. The effective interest rate on the NIA #1 Bonds is 5.02 percent per annum for 2017. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5%) higher than the actual interest rate (Excess interest Rate) paid on the debt. Accordingly, the effective interest rate on the NIA #1 Bonds (5.02%) plus an additional interest of one-half of one percent are used to calculate the interests on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the NIA #1 Assessments on a Parcel to the total amount of NIA #1 Assessments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIA #1 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to fund the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

NIA #1 Annual Installments to be collected for 2016

The budget for NIA #1 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table D.

Table D
Budget for the NIA #1 Annual Installments
To be collected for 2016

	<u>NIA #1</u> <u>Bonds</u>
Interest payment on March 1, 2017	\$161,157
Interest payment on September 1, 2017	\$161,157
Principal payment on September 1, 2017	\$0
Subtotal debt service on bonds	\$322,313
Administrative expenses	\$30,600
Excess interest for prepayment and delinquency reserves	\$32,125
Subtotal Expenses	\$385,038
Available reserve fund income	\$0
Available capitalized interest account	\$322,313
Available Administrative Expense account	\$0
Subtotal funds available	\$322,313
Annual Installments	\$62,725

As shown in Table D above, the total Annual Installment for 2016 is equal to \$62,725. The total debt service payments on the NIA #1 Bonds (net of available capitalized interest), the Administrative Expenses and excess interest for prepayment and delinquency reserves to be collected for 2016 are shown as \$0 (\$322,313 - \$322,313 = \$0), 30,600 and \$32,125, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #1 Bonds, to fund the prepayment reserve and delinquency reserve described in the Service and Assessment Plan, and to cover Administrative Expenses of NIA #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest.

According to the Developer, there are no Owner Association (HOA) Properties for 2016. As a result, the Annual Installment for 2016 will only be collected from the Assessed Property within NIA #1 that are shown in the SAP. The Annual Installment to be collected from each Parcel in NIA #1 is determined using the percentage of Special Assessments for each Parcel excluding the HOA as shown in Table E.

Table E
Allocation of Annual Installment to NIA #1 Parcels for 2016

Parcel	PID Special Assessments	Percentage of Special Assessments¹	2016 Annual Installments
992448	\$4,767,958	74.96%	\$47,018.07
2738451	\$1,592,792	25.04%	\$15,706.93
HOA	\$64,250	0.00%	\$0.00
Total	\$6,425,000	100.00%	\$62,725.00

1 – the percentages are calculated excluding the HOA property.

The list of parcels within NIA #1 of the PID, the NIA #1 Special Assessments on each Parcel, the percentages calculated as shown in Table E above and the Annual Installment to be collected for 2016 are shown in the NIA #1 Assessment Roll summary attached hereto as Appendix A-1.

Major Improvement Area - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty-one annual installments of principal and interest beginning with the tax year following the issuance of the MIA Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the MIA Bonds commencing with the issuance of the MIA Bonds. The effective interest rate on the MIA Bonds is 5.28 percent per annum for 2017. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5%) higher than the actual interest rate (Excess Interest Rate) paid on the debt. Accordingly, the effective interest rate on the MIA Bonds (5.28%) plus an additional interest of one-half of one percent are used to calculate the interests on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the MIA Assessments on a Parcel to the total amount of MIA Special Assessments in the Major Improvement Area of PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the MIA Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to fund the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Major Improvement Area Annual Installments to be collected for 2016

The budget for Major Improvement Area of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table F.

Table F
Budget for the MIA Annual Installments
To be collected for 2016

	<u>MIA Bonds</u>
Interest payment on March 1, 2017	\$85,331
Interest payment on September 1, 2017	\$85,331
Principal payment on September 1, 2017	\$0
Subtotal debt service on bonds	\$170,663
Administrative expenses	\$30,600
Excess interest for prepayment and delinquency reserves	\$16,175
Subtotal Expenses	\$217,438
Available reserve fund income	\$0
Available capitalized interest account	\$170,663
Available Administrative Expense account	\$0
Subtotal funds available	\$170,663
Annual Installments	\$46,775

As shown in Table F above, the total Annual Installment for 2016 is equal to \$46,775. The total debt service payments on the MIA Bonds (net of available capitalized interest), the Administrative Expenses and excess interest for prepayment and delinquency reserves to be collected for 2016 are shown as \$0 ($\$170,663 - \$170,663 = \0), 30,600 and \$16,175, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the MIA Bonds, to fund the prepayment and delinquency reserves described in the Service and Assessment Plan, and to cover Administrative Expenses of the Major Improvement Area. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest.

According to the Developer, there are no HOA properties for 2016. As a result, the Annual Installment for 2016 will only be collected from the Assessed Property within the Major Improvement Area that are shown in the SAP. The Annual Installment to be collected from each Parcel in the Major Improvement Area is determined using the percentage of Special Assessments for each Parcel as shown in Table G as calculated excluding the HOA.

Table G
Allocation of Annual Installment to MIA Parcels for 2016

Parcel	PID Special Assessments	Percentage of Special Assessments¹	2016 Annual Installments
992448	\$2,030,954	63.41%	\$29,662.27
2738451	\$1,171,696	36.59%	\$17,112.73
HOA	\$32,350	0.00%	\$0.00
Total	\$3,235,000	100.00%	\$46,775.00

1 – the percentages are calculated excluding the HOA property.

The list of parcels within the Major Improvement Area of the PID, the MIA Special Assessments on each Parcel, the percentages calculated as shown in Table G above and the Annual Installment to be collected for 2016 are shown in the MIA Assessment Roll summary attached hereto as Appendix A-2.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property ratio of estimated build out value anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

- (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 VII.C of the Service and Assessment Plan.

The summary Assessment Rolls are shown in Appendix A-1 and A-2. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the formula shown in the SAP.

According to the Developer and the City, there have been no parcel subdivisions in the PID applicable for the Annual Installments to be collected in 2016.

There have been no Assessment prepayments as of November 30, 2016.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
NIA #1 Assessment Roll Summary – 2016

Attachment: Wells North PID - Annual Service Plan Update - 2016 (1871 : SAP update)

Appendix A-1
NIA #1 Assessment Roll Summary
2016

Parcel	PID Special Assessments	Percentage of Special Assessments	Annual Assessments	Administrative Expenses	Excess Interest for reserves	2016 Annual Installments
992448	\$4,767,958	74.96%	\$0.00	\$22,937.47	\$24,080.60	\$47,018.07
2738451	\$1,592,792	25.04%	\$0.00	\$7,662.53	\$8,044.40	\$15,706.93
HOA	\$64,250	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$6,425,000	100.00%	\$0.00	\$30,600.00	\$32,125.00	\$62,725.00

Attachment: Wells North PID - Annual Service Plan Update - 2016 (1871 : SAP update)

Appendix A-2
Major Improvement Area Assessment Roll Summary – 2016

Attachment: Wells North PID - Annual Service Plan Update - 2016 (1871 : SAP update)

Appendix A-2
Major Improvements Area Assessment Roll Summary
2016

Parcel	PID Special Assessments	Percentage of Special Assessments	Annual Assessments	Administrative Expenses	Excess Interest for reserves	2016 Annual Installments
992448	\$2,030,954	63.41%	\$0.00	\$19,404.93	\$10,257.34	\$29,662.27
2738451	\$1,171,696	36.59%	\$0.00	\$11,195.07	\$5,917.66	\$17,112.73
HOA	\$32,350	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$3,235,000	100.00%	\$0.00	\$30,600.00	\$16,175.00	\$46,775.00

Attachment: Wells North PID - Annual Service Plan Update - 2016 (1871 : SAP update)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Rick Chaffin, Interim City Manager
Date: January 10, 2017
Re: Annual Service Plan Update-Sutton Fields II Public Improvement District

Action Requested:

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

Background Information:

The Service and Assessment Plan and Assessment Roll for each PID is required to be reviewed and updated annually by the City Council as described in the PID Act, Chapter 372. This review must be done and the Plan must be updated prior to the end of the year so that the PID Administrator can issue the Assessment invoices. The PID Administrator provided these to the city on 12/8, and City review is pending at this time. The annual review process for all PIDs will be moving to August to better manage the review and updating process and to allow the assessment invoices to be sent out during September along with other tax assessments.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Ordinance reviewed by the City Attorney

Supporting Documents:

Ordinance

Staff Recommendation:

Recommend approval pending Petty & Associates review.

CITY OF CELINA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2015-51R adopted on October 13, 2015, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Sutton Fields II Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on October 23, 2015 in The Celina Record, a newspaper of general circulation in the City; and

WHEREAS, on November 10, 2015, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance Nos. 2015-54 and 2015-56 approving the Sutton Fields II Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on November 10, 2015, the City Council convened the Levy and Assessment Hearing and adopted Ordinance Nos. 2015-55 and 2015-57, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

Attachment: Sutton Fields_FINAL PID (1872 : SAP update)

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Sutton Fields II Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS _____ DAY OF _____ 20_____.

ATTEST:

Chad Anderson, Mayor Pro Tem

Vicki Faulkner, City Secretary

Rick Chaffin, Interim City Manager

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Sutton Fields_FINAL PID (1872 : SAP update)

Exhibit A

Attachment: Sutton Fields_FINAL PID (1872 : SAP update)

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

December 8, 2016

Attachment: Sutton Fields II PID - Annual Service Plan Updates - 2016 (1872 : SAP update)

SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Sutton Fields II Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on October 13, 2015 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Project) (the “NIA #1 Bonds”) in the aggregate principal amount of \$11,560,000, The City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #2-5 Major Improvement Project) (the “NIA #2-5 MI Bonds”) in the aggregate principal amount of \$16,825,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, reimbursement obligations for the NIA #1 Reimbursement Agreement in the aggregate principal amount of \$2,225,000 are secured by NIA #1 special assessments.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2016 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “Assessment Rolls”) identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2016.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The original total estimated costs of the Neighborhood Improvement Area #1 (“NIA #1”) Authorized Improvements (including the proportional share of the Major Improvement Costs and bond issuance related costs) was equal to \$14,125,423 and the original total estimated costs of the Neighborhood Improvement Areas #2-5 (“NIAs #2-5”) Authorized Improvements (including bond issuance related costs) was equal to \$17,293,250. The Developer has since submitted proposed changes to these original cost estimates, which are currently under review by the City. The proposed changes related to the estimated

costs of the Authorized Improvements will be presented in a separate annual service plan update after the City review is completed.

Debt Service and Collection Costs

NIA #1 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty-five annual installments of principal and interest beginning with the tax year following the issuance of the NIA #1 Bonds and/or execution of the NIA #1 Reimbursement Agreement.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the NIA #1 Bonds commencing with the issuance of the NIA #1 Bonds. The effective interest rate on the NIA #1 Bonds is 7.25 percent per annum. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5%) higher than the actual interest rate (Excess interest Rate) paid on the debt. Accordingly, the effective interest rate on the NIA #1 Bonds (7.25%) plus an additional interest of one-half of one percent are used to calculate the interests on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the NIA #1 Assessments on a Parcel to the total amount of NIA #1 Assessments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as the Tax Increment Reinvestment Zone No. 4 (the “TIRZ”) incremental taxes available to the PID (the “TIRZ Credit”), capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIA #1 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to fund the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

NIA #1 Annual Installments to be collected for 2016

The budget for NIA #1 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table A.

Table A
Budget for the NIA #1 Annual Installments
To be collected for 2016

	Series 2015 NIA #1 Bonds	NIA #1 Reimbursement Agreement¹	<u>Total</u>
Interest payment on March 1, 2017	\$419,050	\$0	\$419,050
Interest payment on September 1, 2017	\$419,050	\$0	\$419,050
Principal payment on September 1, 2017	\$0	\$0	\$0
Subtotal debt service on bonds	\$838,100	\$0	\$838,100
Administrative expenses	\$30,600		\$30,600
Excess interest for prepayment and delinquency reserves	\$57,800	\$0	\$57,800
Subtotal Expenses	\$926,500	\$0	\$926,500
Available TIRZ Revenues	\$0	\$0	\$0
Available reserve fund income	\$0	\$0	\$0
Available capitalized interest account	\$838,100	\$0	\$838,100
Available Administrative Expense account	\$0	\$0	\$0
Subtotal funds available	\$838,100	\$0	\$838,100
Annual Installments	\$88,400	\$0	\$88,400

1 – There is no debt service amount due on the NIA #1 Reimbursement Agreement for 2016.

As shown in Table A above, the total Annual Installment for 2016 is equal to \$88,400. The total debt service payments on the NIA #1 Bonds (net of available capitalized interest), the Administrative Expenses and excess interest for the prepayment and delinquency reserves are shown as \$0 (\$838,100 - \$838,100 = \$0), 30,600 and \$57,800, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIA #1 Bonds, to fund the prepayment reserve and delinquency reserve described in the Service and Assessment Plan, and to cover Administrative Expenses of NIA #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 the amount of TIRZ Revenues collected from each Parcel.

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 2016 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2017).

According to the City, there have been no TIRZ Revenues to be used as TIRZ Credit in 2016. As a result, there are no TIRZ Revenues collected in 2015 that can be used as TIRZ Credit in 2016.

According to the Developer, there are no Homeowner Association (HOA) Properties for 2016. As a result, the Annual Installment for 2016 will only be collected from the Assessed Property within NIA #1 that are shown in the SAP. The Annual Installment to be collected from each Parcel in NIA #1 is determined using the percentage of Special Assessments for each Parcel as shown in Table B.

Table B
Allocation of Annual Installment to NIA #1 Parcels for 2016

Parcel	Estimated Units	PID Special Assessments	Percentage of Special Assessments¹	2016 Annual Installments
52680	38	\$1,007,474	7.38%	\$6,522.72
52751	342	\$9,067,267	66.41%	\$58,704.47
52810	30	\$795,374	5.83%	\$5,149.51
52744	14	\$371,175	2.72%	\$2,403.11
52760	27	\$715,837	5.24%	\$4,634.56
52721	64	\$1,696,798	12.43%	\$10,985.63
HOA	0	\$131,075	0.00%	\$0.00
Total	515	\$13,785,000	100.00%	\$88,400.00

1 – the percentages are calculated excluding the HOA property.

The list of Parcels within NIA #1 of the PID, the estimated units to be constructed on each Parcel the NIA #1 Special Assessments on each Parcel, the percentages calculated as shown in Table B above and the Annual Installment to be collected for 2016 are shown in the NIA #1 Assessment Roll summary attached hereto as Appendix A-2.

NIA #2-5 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in twenty-five annual installments of principal and interest beginning with the tax year following the issuance of the NIA #2-5 Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the NIA #2-5 Bonds commencing with the issuance of the NIA #2-5 Bonds. The effective interest rate on the NIA #2-5 Bonds is 8.25 percent per annum for 2016. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent (0.5%) higher than the actual interest rate (Excess interest Rate) paid on the debt. Accordingly, the effective interest rate on the NIA #2-5 Bonds (8.25%) plus an additional interest of one-half of one percent are used to calculate the interests on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the NIA #2-5 Assessments

on a Parcel to the total amount of NIAs #2-5 Assessments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Trust Indenture, such as the TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the NIAs #2-5 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to first fund the debt service reserve fund and later fund the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

NIAs #2-5 Annual Installments to be collected for 2016

The budget for NIAs #2-5 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table C.

Table C
Budget for the NIAs #2-5 Annual Installments
To be collected for 2016

	<u>Series 2015 NIAs</u> <u>#1 Major</u> <u>Improvement</u> <u>Bonds</u>
Interest payment on March 1, 2017	\$694,031
Interest payment on September 1, 2017	\$694,031
Principal payment on September 1, 2017	\$0
Subtotal debt service on bonds	\$1,388,063
Administrative expenses	\$30,600
Excess interest for debt service reserve fund	\$168,250
Subtotal Expenses	\$1,586,913
Available TIRZ Credit	\$0
Available reserve fund income	\$0
Available capitalized interest account	\$1,388,063
Available Administrative Expense account	\$0
Subtotal funds available	\$1,388,063
Annual Installments	\$198,850

As shown in Table A above, the total Annual Installment for 2016 is equal to \$198,850. The total debt service payments on the NIAs #2-5 Bonds (net of available capitalized interest), the Administrative Expenses and excess interest for 2016 are shown as \$0 (\$1,388,063 - \$1,388,063 = \$0), 30,600 and \$168,250, respectively.

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on the NIAs #2-5 Bonds, to fund the debt service reserve fund for 2016 and 2017 described in Section V of the Service and Assessment Plan, and to cover Administrative Expenses of NIAs #2-5. 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 the amount of TIRZ Revenues collected from each Parcel.

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).

According to the City, there have been no TIRZ Revenues to be used as TIRZ Credit in 2016. As a result, there are no TIRZ Revenues collected in 2015 that can be used as TIRZ Credit in 2016.

According to the Developer, there are no Homeowner Association (HOA) Properties for 2016. As a result, the Annual Installment for 2016 will be collected from the Assessed Property within NIAs #2-5 that are shown in the SAP. The Annual Installment to be collected from each Parcel in NIAs #2-5 is determined using the percentage of Special Assessments for each Parcel as shown in Table D.

Table D
Allocation of Annual Installment to NIAs #2-5 Parcels for 2016

Parcel	Estimated Units	PID Special Assessments	Percentage of Special Assessments¹	2016 Annual Installments
52680	56	\$556,022	3.34%	\$6,637.85
122875	61	\$605,667	3.64%	\$7,230.51
52751	139	\$1,380,126	8.29%	\$16,476.08
52810	264	\$2,621,246	15.74%	\$31,292.70
52744	354	\$3,514,852	21.10%	\$41,960.66
52760	58	\$575,880	3.46%	\$6,874.91
52721	187	\$1,856,716	11.15%	\$22,165.66
660188	161	\$1,598,563	9.60%	\$19,083.81
134236	450	\$3,947,681	23.70%	\$47,127.81
HOA	0	\$168,250	0.00%	\$0.00
Total	1,730	\$16,825,000	100.00%	\$198,850.00

¹ – the percentages are calculated excluding the HOA property.

The list of parcels within NIAs #2-5 of the PID, the NIAs #2-5 Special Assessments on each Parcel, the percentages calculated as shown in Table D above and the Annual Installment to be collected for 2016 are shown in the NIAs #2-5 Assessment Roll summary attached hereto as Appendix A-3.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council provided that the Authorized Improvement Costs shall be allocated to the Assessed Property ratio of estimated build out value anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

- (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 VII.C of the Service and Assessment Plan.

The summary Assessment Rolls are shown in Appendix A-2 and A-3. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the formula shown in the SAP.

According to the Developer and the City, there have been no parcel subdivisions in the PID applicable for the Annual Installments to be collected in 2016.

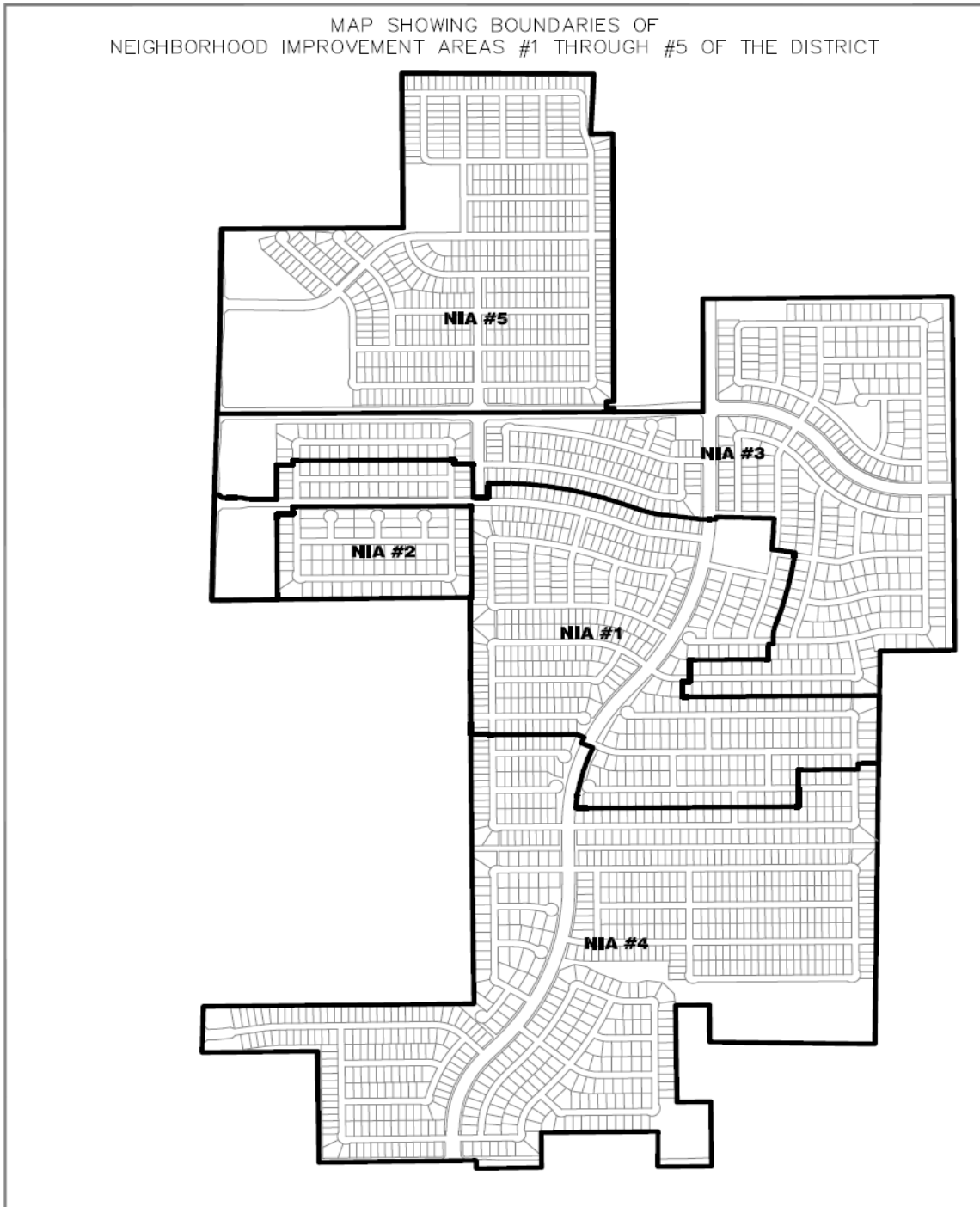
There have been no Assessment prepayments as of November 30, 2016.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
PID Map

Attachment: Sutton Fields II PID - Annual Service Plan Updates - 2016 (1872 : SAP update)

**MAP SHOWING BOUNDARIES OF
NEIGHBORHOOD IMPROVEMENT AREAS #1 THROUGH #5 OF THE DISTRICT**



Appendix A-2
NIA #1 Assessment Roll Summary – 2016

Attachment: Sutton Fields II PID - Annual Service Plan Updates - 2016 (1872 : SAP update)

Appendix A-2
NIA #1 Assessment Roll Summary
2016

Parcel	Estimated Units	PID Special Assessments	Percentage of Special Assessments	Annual Assessment	Administrative Expenses	Excess Interest for Prepayment and Delinquency Reserves	2016 Annual Installments
52680	38	\$1,007,474	7.38%	0.00%	\$2,257.86	\$4,264.85	\$6,522.72
52751	342	\$9,067,267	66.41%	0.00%	\$20,320.78	\$38,383.69	\$58,704.47
52810	30	\$795,374	5.83%	0.00%	\$1,782.52	\$3,366.99	\$5,149.51
52744	14	\$371,175	2.72%	0.00%	\$831.85	\$1,571.26	\$2,403.11
52760	27	\$715,837	5.24%	0.00%	\$1,604.27	\$3,030.29	\$4,634.56
52721	64	\$1,696,798	12.43%	0.00%	\$3,802.72	\$7,182.91	\$10,985.63
HOA	0	\$131,075	0.00%	0.00%	\$0.00	\$0.00	\$0.00
Total	515	\$13,785,000	100.00%	0.00%	\$30,600.00	\$57,800.00	\$88,400.00

Appendix A-3
NIA's #2-5 Assessment Roll Summary – 2016

Attachment: Sutton Fields II PID - Annual Service Plan Updates - 2016 (1872 : SAP update)

Appendix A-3
NIA #2-5 Assessment Roll Summary
2016

Parcel	Estimated Units	PID Special Assessments	Percentage of Special Assessments	Annual Assessment	Administrative Expenses	Excess Interest for Prepayment and Delinquency Reserves	2016 Annual Installments
52680	56	\$556,022	3.34%	\$0.00	\$1,021.46	\$5,616.38	\$6,637.85
122875	61	\$605,667	3.64%	\$0.00	\$1,112.67	\$6,117.85	\$7,230.51
52751	139	\$1,380,126	8.29%	\$0.00	\$2,535.42	\$13,940.66	\$16,476.08
52810	264	\$2,621,246	15.74%	\$0.00	\$4,815.47	\$26,477.23	\$31,292.70
52744	354	\$3,514,852	21.10%	\$0.00	\$6,457.11	\$35,503.55	\$41,960.66
52760	58	\$575,880	3.46%	\$0.00	\$1,057.94	\$5,816.97	\$6,874.91
52721	187	\$1,856,716	11.15%	\$0.00	\$3,410.96	\$18,754.70	\$22,165.66
660188	161	\$1,598,563	9.60%	\$0.00	\$2,936.71	\$16,147.10	\$19,083.81
134236	450	\$3,947,681	23.70%	\$0.00	\$7,252.26	\$39,875.56	\$47,127.81
HOA	0	\$168,250	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Total	1,730	\$16,825,000	100.00%	\$0.00	\$30,597	\$168,247	\$198,850.00



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Jay Toutounchian, Finance Director
 CC: Rick Chaffin, Interim City Manager
 Date: January 10, 2017
 Re: Annual Service Plan Update-Creeks of Legacy Public Improvement District

Action Requested:

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

Background Information:

The Service and Assessment Plan and Assessment Roll for each PID is required to be reviewed and updated annually by the City Council as described in the PID Act, Chapter 372. This review must be done and the Plan must be updated prior to the end of the year so that the PID Administrator can issue the Assessment invoices. The PID Administrator provided these to the city on 12/8, and City review is pending at this time. The annual review process for all PIDs will be moving to August to better manage the review and updating process and to allow the assessment invoices to be sent out during September along with other tax assessments.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Ordinance reviewed by the City Attorney.

Supporting Documents:

Ordinance

Staff Recommendation:

Recommend approval pending Petty & Associates review

CITY OF CELINA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2014-17R adopted on April 19, 2014, after notice and a public hearing in the manner required by law, the City Council of the City of Celina, Texas approved a resolution authorizing the creation of the Creeks of Legacy Public Improvement District (the “District”) of the City of Celina; and

WHEREAS, the City Council, pursuant to Section 372. 016(b) of the PID Act, published notice of the Levy and Assessment Hearing on May 30, 2014 in The Celina Record, a newspaper of general circulation in the City; and

WHEREAS, on June 18, 2014, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2014-26 and 2014-27 approving the Creeks of Legacy Public Improvement District Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on June 18, 2014, the City Council convened the Levy and Assessment Hearing and adopted Ordinance no. 2014-29 and 2014-30, authorizing the issuance of bonds secured by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”) PID Act; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll summary attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and the updated Assessment Roll summary attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Celina.

Attachment: Creeks of Legacy PID_FINAL (1873 : SAP update)

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Creeks of Legacy Annual Service Plan Update and updated Assessment Roll summary attached hereto as Exhibit A are hereby accepted and approved.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punishable by a fine not to exceed the sum of the amount authorized by applicable law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: It is hereby declared to be the intention of the City Council of the City of Celina, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Celina without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 7: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS _____ DAY OF _____ 20_____.

Chad Anderson, Mayor Pro Tem

Attachment: Creeks of Legacy PID_FINAL (1873 : SAP update)

ATTEST:

Vicki Faulkner, City Secretary

Rick Chaffin, Interim City Manager

APPROVED AS TO FORM:

Lance Vanzant, City Attorney

Attachment: Creeks of Legacy PID_FINAL (1873 : SAP update)

Exhibit A

Attachment: Creeks of Legacy PID_FINAL (1873 : SAP update)

CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT
CELINA, TEXAS
ANNUAL SERVICE PLAN UPDATE

December 8, 2016

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

ANNUAL SERVICE PLAN UPDATE

A. Introduction

The Creeks of Legacy Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on April 29, 2014 to finance certain public improvement projects for the benefit of the property in the PID. The City of Celina, Texas Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Public Improvement District Phase #1 Project) (the “Phase #1 Bonds”) in the aggregate principal amount of \$8,750,000, The City of Celina, Texas Special Assessment Revenue Bonds, Series 2014 (Creeks of Legacy Public Improvement District Phases #2-3 Major Improvement Project) (the “Phases #2-3 Bonds”) in the aggregate principal amount of \$6,575,000, were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. In addition, reimbursement obligations for the Phase #1 Reimbursement Agreement in the aggregate principal amount of \$3,750,000 are secured by special assessments.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2016 (the “Annual Service Plan Update”).

The City also adopted assessment rolls (the “Assessment Rolls”) identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2016.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The original total estimated costs of the Major Improvements is equal to \$13,300,000 and the total estimated cost of the Phase #1 Improvements Costs (including the proportional share of the Major Improvement Costs) is equal to \$14,265,000 as shown in the Service and Assessment Plan. The Developer has since submitted proposed changes to these original cost estimates, which are currently under review by the City. The proposed changes related to the estimated costs of the Authorized Improvements will be presented in a separate annual service plan update after the City review is completed.

Debt Service and Collection Costs

Phase #1 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds and/or execution of the Phase #1 Reimbursement Agreement.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds. The effective interest rate on the Phase #1A Bonds is 6.74 percent and the interest rate applicable to the Phase #1 Reimbursement Agreement is 7.79 percent per annum. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phase #1A Bonds (6.74%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment Plan and Bond Ordinance, such as the Tax Increment Reinvestment Zone No. 2. (the "TIRZ") incremental taxes available to the PID (the "TIRZ Credit"), capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phase #1A Bonds and Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Phase #1 Annual Installments to be collected for 2016

The budget for Phase #1 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table C.

Table C
Budget for the Phase #1 Annual Installments
To be collected for 2016

	Phase #1A	Phase #1	
	Bonds	Reimbursement	
		Agreement	Total
Interest payment on March 1, 2017	\$311,188	\$146,063	\$457,250
Interest payment on September 1, 2017	\$311,188	\$146,063	\$457,250
Principal payment on September 1, 2017	\$150,000	\$0	\$150,000
Subtotal debt service on bonds	\$772,375	\$292,125	\$1,064,500
Administrative Expenses	\$25,111	\$10,950	\$36,061
Subtotal Expenses	\$797,486	\$303,075	\$1,100,561
Available TIRZ Credit	\$5,447	\$0	\$5,447
Available reserve fund income	\$0	\$0	\$0
Available capitalized interest account	\$0	\$0	\$0
Available Administrative Expense account	\$0	\$0	\$0
Subtotal funds available	\$5,447	\$0	\$5,447
Annual Installments	\$792,039	\$303,075	\$1,095,113

As shown in Table C above, the total Annual Installment for 2016 is equal to \$1,095,113. The total debt service payments on the Phase #1A Bonds and the Phase #1 Reimbursement Agreement and the Administrative Expenses for 2016 are shown as \$1,059,053 (\$1,064,500 - \$5,447) and \$36,061, respectively.

According to the Service and Assessment Plan, 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.

According to the City, there have been TIRZ increments generated in 2015 in the total amount of \$5,447 that are available to be used as TIRZ Credit in 2016 for the respective Parcels within Phase #1. As a result, there were TIRZ Revenues collected for 2015 that can be used as TIRZ Credit in 2016 in the total amount of \$5,447. This TIRZ Credit amount is equally allocated to each of the 212 Parcels subdivided from the parent Parcels within Phase #1 that generated the TIRZ Revenues in 2015 as shown in Appendix A-2.

According to the Service and Assessment Plan, 427 units representing 374.80 total Equivalent Units are estimated to be built within Phase #1 of the PID. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$2,840.18 (i.e. $\$1,059,053 \div 374.80 = \$2,840.18$) and the Administrative Expenses to be collected from each Equivalent Unit will be \$96.21 (i.e. $\$36,061 \div 374.80 = \96.21). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phase #1 will be \$2,936.39 (i.e. $\$2,840.18 + \$96.21 = \$2,936.39$) less any TIRZ Credit shown in Appendix A-2 for each Parcel within Phase #1. The Annual Installment to be collected from each Parcel within Phase #1 is calculated by multiplying

the Annual Installment for each Equivalent Unit of \$2,936.39 by the total estimated Equivalent Units for each Parcel in Phase #1.

The list of parcels within Phase #1 of the PID, the estimated number of units to be developed on the current residential parcels, the corresponding total Equivalent Units, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2016 are shown in the assessment roll summary attached hereto as Appendix A-2.

Phases #2-3 - Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds commencing with the issuance of the Bonds. The effective interest rate on the Phases #2-3 Major Improvement Bonds is 7.37 percent. Pursuant to Section 372.018 of the PID Act, the interest rate for that assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate on the Phases #2-3 Bonds (7.87%) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2016 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Trust Indenture, such as TIRZ Credit, capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Phases #2-3 Bonds from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments. The additional interest collected with the Annual Installments will be used to pay the prepayment and delinquency reserve amounts as described in the Service and Assessment plan and applicable Trust Indenture.

Phases #2-3 Annual Installments to be collected for 2016

The budget for Phases #2-3 of the PID will be paid from the collection of Annual Installments collected for 2016 as shown by Table D.

Table D
Budget for the Phases #2-3 Annual Installments
To be collected for 2016

	Total
Interest payment on March 1, 2017	\$258,719
Interest payment on September 1, 2017	\$258,719
Principal payment on September 1, 2017	\$0
Subtotal debt service on bonds	\$517,438
Administrative Expenses	\$13,955
Subtotal Expenses	\$531,392
Available TIRZ Credit	\$10,393
Available reserve fund income	\$0
Available capitalized interest account	\$0
Available Administrative Expense account	\$0
Subtotal funds available	\$10,393
Annual Installments	\$520,999

As shown in Table D above, the total Annual Installment for 2016 is equal to \$520,999. The total debt service payments on the Phases #2-3 Bonds and the Administrative Expenses for 2016 are shown as \$507,044 (\$517,438 - \$10,393) and \$13,955, respectively.

According to the City, there have been TIRZ increments generated in 2015 in the total amount of \$10,393 that are available to be used as TIRZ Credit in 2016 for the respective Parcels within Phases #2-3. As a result, there were TIRZ Revenues collected for 2015 that can be used as TIRZ Credit in 2016 in the total amount of \$10,393. The TIRZ Credit amount is applied to each of the two Parcels within Phases #2-3 that generated the TIRZ Revenues in 2015 as shown in Appendix A-3.

According to the Service and Assessment Plan, 594 units representing 494.19 total Equivalent Units are estimated to be built within Phases #2-3 of the PID. Accordingly, the principal and interest portion of Annual Installment to be collected from each Equivalent Unit will be \$1,047.04 (i.e. $\$517,438 \div 494.19 = \$1,047.04$) and the Administrative Expenses to be collected from each Equivalent Unit will be \$28.24 (i.e. $\$13,955 \div 494.19 = \28.24). As a result, the total Annual Installment to be collected from each Equivalent Unit within Phases #2-3 will be \$1,074.73 (i.e. $\$1,047.04 + \$28.24 = \$1,075.28$) less any TIRZ Credit shown in Appendix A-3 for each Parcel within Phases #2-3. The Annual Installment to be collected from each Parcel within Phases #2-3 is calculated by multiplying the Annual Installment for each Equivalent Unit of \$1,074.73 by the total estimated Equivalent Units for each Parcel in Phases #2-3 less the applicable TIRZ Credit, if any, as shown in Appendix A-3.

The list of parcels within Phases #2-3 of the PID, the estimated number of units to be developed on the current residential parcels, the total Assessment, the Annual Assessment, the Administrative Expenses and the Annual Installment to be collected for 2014 are shown in the assessment roll summary attached hereto as Appendix A-3.

C. Update of the Assessment Plan

The Service and Assessment Plan adopted by the City Council describes that the Authorized Improvement Costs shall be allocated to the Assessed Property equally based on the equivalent number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

According to the original Service and Assessment Plan, 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 2014 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2015). 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 Phase #2-3 Assessed Property will be divided by the total Equivalent Units in Phase #2-3 Assessed Property to determine the TIRZ credit applicable to each Phase #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 TIRZ Credits for each Parcel generating the TIRZ Revenues if the TIRZ Credit is calculated separately for each Parcel and such TIRZ Credit is directly applied on a Parcel-by-Parcel basis.

Accordingly, the TRIZ Credit calculation methodology described in the Service and Assessment Plan is updated herein as follows:

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 2016 shall be used to calculate the TIRZ Credit applicable to Annual Installments to be collected in 2017). The TIRZ Credit shall be calculated for those Parcels that are subject to Assessments in the PID and have generated TIRZ Revenues. Any Equivalent Units to be used for the calculation of the TIRZ Annual, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

This method of assessing property has not been changed except otherwise as described herein and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

- (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.

The summary Assessment Rolls are shown in Appendix A-2 and A-3. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision 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 newly 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.

According to the Developer and the Collin Central Appraisal District records, there have been parcel subdivisions within Phase #1 of the PID applicable for the Annual Installments to be collected in 2016. The Phase #1 Assessments originally allocated to each of the Parcels within Phase #1 has been reallocated to each of the newly subdivided Parcel and the remainder of parent Parcel 2697055 using the above formula is summarized in Table E below.

Table E
Parcel Subdivisions – Phase #1

Prior to Subdivision				After Subdivision						
Parcel	Units	Total EU	Total Assessments	Parcel	Units	Lot Type	EU	Total EU	Assessment per Unit	Total Assessments
2696827	3	2.64	\$86,990	Various	150	1	1.00	150.00	\$32,951	\$4,942,636
2697056	138	123.54	\$1,876,225	Various	144	2	0.88	126.72	\$28,997	\$4,175,539
2719497	115	104.92	\$4,070,755	Various	124	3	0.73	90.52	\$24,054	\$2,982,716
2718259	93	86.76	\$3,457,209	2697055	9	Various		7.56		\$249,109
2697055	78	56.94	\$2,858,821							
Total	427	374.80	\$12,350,000		427			374.80		\$12,350,000

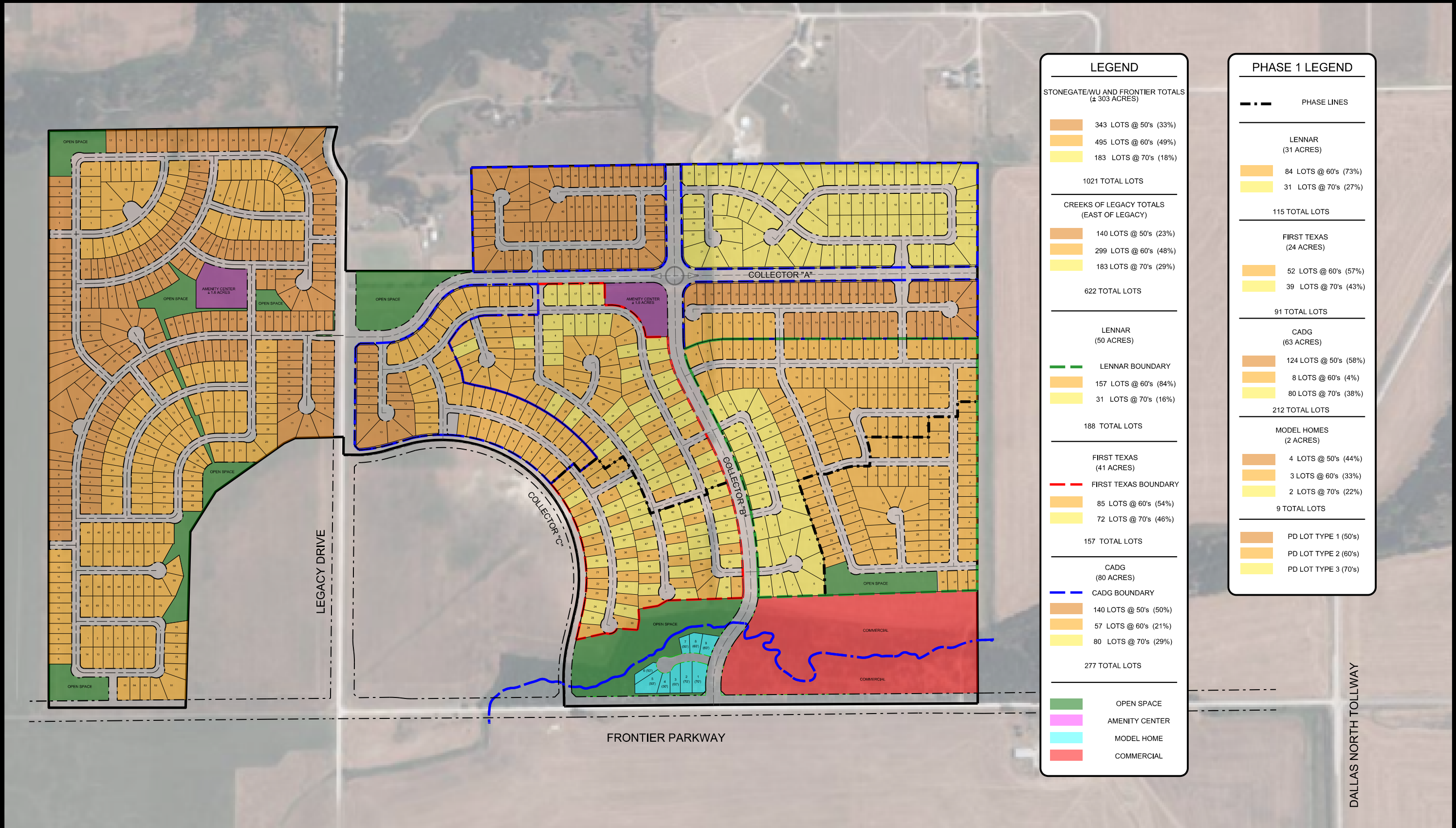
The full list of all Parcels within Phase #1 after the Parcel subdivisions, the Phase #1 Assessments reallocated to each Parcel

There have been no Assessment prepayments as of November 30, 2016.

The complete Assessment Roll is available for review at the City hall, located at 142 N Ohio, Celina, Texas 75009.

Appendix A-1
PID Map

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)



LEGEND

STONEGATE/WU AND FRONTIER TOTALS
(± 303 ACRES)

- 343 LOTS @ 50's (33%)
- 495 LOTS @ 60's (49%)
- 183 LOTS @ 70's (18%)

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%)

622 TOTAL LOTS

LENNAR
(50 ACRES)

- LENNAR BOUNDARY
- 157 LOTS @ 60's (84%)
- 31 LOTS @ 70's (16%)

188 TOTAL LOTS

FIRST TEXAS
(41 ACRES)

- FIRST TEXAS BOUNDARY
- 85 LOTS @ 60's (54%)
- 72 LOTS @ 70's (46%)

157 TOTAL LOTS

CADG
(80 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
- COMMERCIAL

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)

Appendix A-2
Phase #1 Assessment Roll Summary – 2016

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

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	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733234	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733235	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733236	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733237	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733238	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733239	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733240	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
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	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733252	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733253	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733254	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733255	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733256	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733257	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733258	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733259	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733260	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733261	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733262	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733263	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733264	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733265	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733266	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733267	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733268	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733269	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733270	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733271	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733272	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733273	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733274	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733275	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

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	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733277	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733278	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733279	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733280	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733281	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733282	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733283	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733284	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733285	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733286	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733287	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733288	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733289	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733290	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733291	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733292	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733293	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733294	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733295	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733296	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733297	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733298	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733299	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733300	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733301	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733302	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733303	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733304	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733305	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	(\$25.69)	\$2,558.33
2733306	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733307	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733308	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733309	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733310	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733311	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733312	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733313	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733314	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733315	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733316	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733317	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

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	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733319	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733320	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733321	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733322	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733323	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733324	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733325	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733326	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733327	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733328	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733329	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733330	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733331	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733332	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733333	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733334	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733335	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733336	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733337	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733338	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733339	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733340	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733341	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733342	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733343	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733344	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733345	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733346	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733347	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733348	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733349	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733350	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733351	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733352	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733353	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733354	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733355	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733356	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733357	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733358	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733359	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

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	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733361	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733362	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733363	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733364	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733365	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733366	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733367	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733368	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733369	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733370	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733371	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733372	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733373	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733374	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733375	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733376	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733377	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733378	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733379	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733380	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733381	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733382	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	(\$25.69)	\$2,910.70
2733383	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733384	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733385	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733386	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733387	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733388	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733389	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733390	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733391	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733392	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733393	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733394	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733395	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733396	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733397	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733398	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733399	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733400	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733401	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

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	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733403	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733404	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733405	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733406	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733407	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733408	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733409	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733410	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733411	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733412	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733413	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733414	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733415	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733416	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733417	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733418	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733419	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733420	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733421	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733422	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733423	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733424	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733425	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733426	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733427	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733428	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733429	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733430	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733431	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733432	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733433	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733434	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733435	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733436	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733437	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733438	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733439	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733440	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733441	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733442	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733443	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

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	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733445	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733446	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733447	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733448	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733449	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733450	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733451	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733452	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733453	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2733454	1	3	0.73	\$24,054.16	\$2,073.33	\$70.24	(\$25.69)	\$2,117.87
2726865	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726866	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726867	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726868	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726869	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726870	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726871	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726872	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
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	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726879	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726880	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726881	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726882	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726883	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726884	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726885	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726886	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726887	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726888	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726889	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726890	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726891	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726892	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726893	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726894	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726895	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726896	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726897	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726898	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726899	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726900	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726901	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726902	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726903	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726904	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726905	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726906	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726907	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726908	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726909	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726910	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726911	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726912	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726913	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726914	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726915	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726916	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726917	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726918	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726919	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726920	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726921	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726922	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2726923	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726924	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726925	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726926	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726927	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726928	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726929	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726930	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726931	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726932	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726933	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726934	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726935	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726936	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726937	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726938	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726939	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726940	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726941	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726942	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726943	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726944	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726945	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726946	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726947	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726948	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726949	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726950	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726951	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726952	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726953	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726954	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726955	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726956	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726957	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726958	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726959	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726960	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726961	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726962	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726963	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726964	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726965	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726966	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726967	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726968	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726969	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726970	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726971	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726972	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726973	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726974	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726975	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726976	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726977	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726978	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726979	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2726980	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726981	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726982	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726983	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2726984	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732817	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732818	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732819	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732820	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732821	0	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2732931	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732932	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732933	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732934	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732935	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732936	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732937	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732938	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732939	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732940	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732941	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732942	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732943	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732944	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732945	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732946	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732947	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732948	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732949	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732950	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732951	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732952	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732953	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732954	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732955	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732956	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732957	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732958	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732959	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732960	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732961	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732962	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2732963	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732964	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732965	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732966	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732967	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732968	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732969	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732970	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732971	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732972	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732973	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732974	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732975	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732976	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732977	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732978	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732979	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732980	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732981	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732982	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732983	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732984	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732985	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732986	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732987	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732988	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732989	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732990	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2732991	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732992	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732993	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732994	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732995	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732996	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732997	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732998	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2732999	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733000	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733001	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733002	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733003	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733004	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-2
Assessment Roll Summary - Phase #1
2016

Parcel	Estimated No. of units	Lot Type	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2733005	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733006	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733007	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733008	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733009	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733010	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733011	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733012	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733013	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733014	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733017	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2733018	1	2	0.88	\$28,996.80	\$2,499.36	\$84.67	\$0.00	\$2,584.03
2733019	1	1	1.00	\$32,950.91	\$2,840.18	\$96.21	\$0.00	\$2,936.39
2697055	9		7.56	\$249,108.86	\$21,471.77	\$727.37	\$0.00	\$22,199.14
Total	427		374.80	\$12,350,000	\$1,064,500.00	\$36,060.53	(\$5,447.33)	\$1,095,113.20

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Appendix A-3
Phases #2-3 Assessment Roll Summary – 2016

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)

Apepndix A-3
Assessment Roll Summary - Phases #2-3
2016

Parcel	Estimated No. of units	Total Equivalent Units	Total Assessment	Annual Assessment	Administrative Expenses	TIRZ Credit	Annual Installment
2696827	14	12.32	\$163,913	\$12,899.55	\$347.89	\$0.00	\$13,247.44
2696792	0	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
2697055	34	26.92	\$358,160	\$28,186.36	\$760.16	(\$2,423.54)	\$26,522.98
2697056	0	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00
52660	71	56.03	\$745,457	\$58,665.74	\$1,582.17	\$0.00	\$60,247.91
52644	24	19.92	\$265,028	\$20,857.07	\$562.50	\$0.00	\$21,419.57
75817	47	37.16	\$494,399	\$38,908.07	\$1,049.32	\$0.00	\$39,957.39
149097	10	7.30	\$97,124	\$7,643.40	\$206.14	\$0.00	\$7,849.54
149098	3	2.19	\$29,137	\$2,293.02	\$61.84	\$0.00	\$2,354.86
530240	244	199.27	\$2,651,208	\$208,643.98	\$5,626.97	\$0.00	\$214,270.95
2719497	83	73.04	\$971,768	\$76,475.92	\$2,062.50	\$0.00	\$78,538.42
2718259	64	60.04	\$798,808	\$62,864.38	\$1,695.40	(\$7,969.93)	\$56,589.85
Total	594	494.19	\$6,575,000	\$517,437.50	\$13,954.89	(\$10,393.47)	\$520,998.91

Attachment: Creeks of Legacy PID - Annual Service Plan Update - 2016 (1873 : SAP update)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: January 10, 2017
 Re: Preston Plaza Replat

Action Requested:

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

Background Information:

Staff has reviewed the proposed Construction Plat for Preston Plaza, and has determined that it meets the City's Standards for construction.

The proposed replat is to create a retail strip center adjacent to the Heritage subdivision

Board Review/Citizen Input:

At the regularly Scheduled meeting on December 20, 2016 the Planning and Zoning Commission recommend their unanimous approval of the plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed Plat

Staff Recommendation:

Staff recommends approval.

OWNER'S DEDICATION

STATE OF TEXAS }
COUNTY OF COLLIN }

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Founders & Preston LLC, acting herein by and through his(its) duly authorized officer(s), does hereby adopt this plat designing the herein above described property as **HERITAGE** an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, right-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 public's and the City of Celina's use thereof. 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 growth which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right 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 retrospective systems without the necessity at any time procuring permission from anyone.

40 20 0 40
SCALE 1"=40' FEET

DAVID ELIASON OLESKY
VOL. 5467, PG. 7771
D.R.C.C.T.

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 _____, 2016.

BY: Founders & Preston LLC

Mark Nguyen, President

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mark Nguyen, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ of _____, 2016.

Notary Public, State of Texas

SURVEYOR'S STATEMENT

I, Candy Hone, 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.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."
Candy Hone, Registered Professional Land Surveyor, No. 5867
Votex Surveying Company - Firm No. 10013600 - (469) 333-8831

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE me, the undersigned authority, a Notary Public in and for said the State of Texas, on this day personally appeared Candy Hone, Registered Public Land Surveyor, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2016.

Notary Public, State of Texas

STANDARD NOTES

- 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.
- The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
- The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.
- The Property Owners Association shall be solely responsible for the maintenance of the storm water detention system and storm drainage system in common area/detention lots or easements. The Property Owners Association shall further hold the City of Celina harmless from any damages to persons, to the owner's lot or any lot arising from such maintenance responsibility. The detention easement shown hereunder shall not create any affirmative duty to the City to repair, maintain, or correct any condition that exists or occurs due to the natural flow of storm water runoff including but not limited to, storm water overflow, bank erosion and sloughing, loss of vegetation and trees, bank subsidence and interference with structures, the City retains the right to enter upon these easements for public purposes.

NOTE:
"According to Flood Insurance Rate Map (FIRM) Map No. 48085C0110J dated June 2, 2009 prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is not in a floodplain."

Basis of Bearing:
The basis of bearings for this survey is the Texas State Plane Coordinate System Grid, North Central Zone (4202), North American Datum 1983(2011)

LINE	BEARING	DISTANCE
L1	N 88°45'03" E	25.68'
L2	N 01°14'57" W	20.00'
L3	N 72°29'06" W	0.26'
L4	N 88°45'03" E	24.00'
L5	S 88°45'03" W	24.00'
L6	S 01°14'57" E	13.50'
L7	N 72°29'06" W	23.50'
L8	S 17°30'54" W	24.00'
L9	S 72°29'06" E	23.50'
L10	S 17°42'32" W	4.79'
L11	S 72°29'06" E	8.00'
L12	S 17°30'54" W	12.00'
L13	N 72°29'06" W	5.88'
L14	S 17°30'54" W	3.05'

CURVE	RADIUS	TANGENT	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	19.92'	16.75'	80°07'56"	27.86'	N 67°23'59" E	25.64'
C2	74.00'	12.07'	18°31'19"	23.92'	S 81°59'17" E	23.82'
C3	50.00'	8.26'	18°45'58"	16.38'	N 81°52'05" W	16.30'
C4	20.00'	20.00'	90°00'00"	31.42'	N 27°29'06" W	28.28'
C5	20.00'	14.33'	71°14'09"	24.87'	S 53°07'59" E	23.30'
C6	20.00'	20.00'	90°00'00"	31.42'	S 48°14'57" E	28.28'
C7	20.00'	20.00'	90°00'00"	31.42'	S 43°45'03" W	28.28'
C8	44.00'	31.52'	71°14'09"	54.71'	S 53°07'59" W	51.25'
C9	20.00'	20.00'	90°00'00"	31.42'	S 62°30'54" W	28.28'
C10	20.00'	20.00'	89°59'47"	31.41'	S 27°29'13" E	28.28'
C11	20.00'	4.73'	26°35'17"	9.28'	S 04°13'16" W	9.20'

APPROVAL

RECOMMENDED BY: Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson _____ Date of Recommendation _____

APPROVED BY: City Council
City of Celina, Texas

Signature of mayor _____ Date of Approval _____

ATTEST: _____

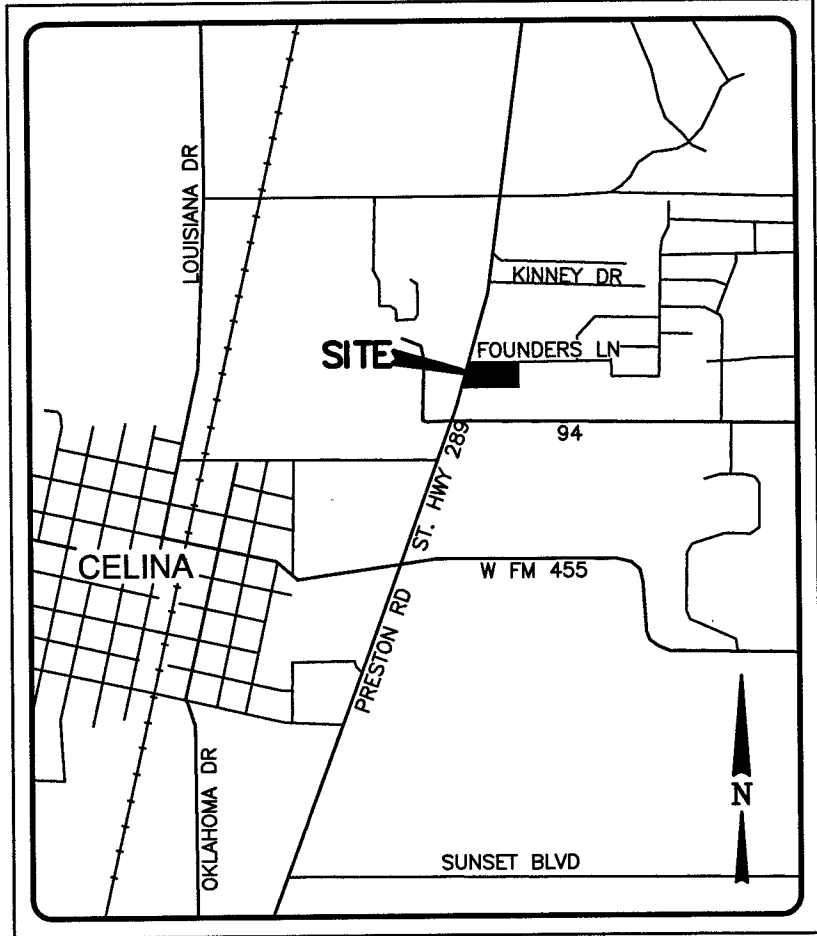
City Secretary _____ Date _____

LEGEND	
—	Boundary Line
- - - - -	Easement
.....	25' Landscape Buffer To HOA (Abandoned by this plat)
o CIRS	Capped Iron Rod Set Stamped "VOTEX SURVEYING"
o IRF	Iron Rod Found
INST. NO.	Instrument Number
DOC. NO.	Document Number
ESMT.	Easement
D.R.C.C.T.	Deed Records, Collin County, Texas
P.R.C.C.T.	Plat Records, Collin County, Texas

CONSTRUCTION REPLAT
Lot 32R, Block "J"
85,578 sq. ft. or 1.965 ac
HERITAGE ADDITION
BEING A REPLAT OF
BLOCK J, LOT 32
HERITAGE, PHASE 1
AN ADDITION TO THE CITY OF CELINA, TEXAS
AS RECORDED IN DOC. NO. 2003-010512
PLAT RECORDS, COLLIN COUNTY, TEXAS
IN THE
COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 170 AND
CITY OF CELINA, COLLIN COUNTY, TEXAS
DECEMBER 2016

OWNER:
FOUNDERS & PRESTON LLC
CONTACT: MARK NGUYEN
8 SANTE FE
DALWORTHINGTON GARDEN
TEXAS 76013

VOTEX SURVEYING COMPANY - TBPLS FIRM NO. 10013600
10440 N. CENTRAL EXPWY DALLAS, TEXAS 75231
PH. (469) 333-8831; candy@votexsurveying.com
PROJECT NO.



OWNER'S CERTIFICATE VICINITY MAP
NOT TO SCALE

STATE OF TEXAS }
COUNTY OF COLLIN }

WHEREAS Founders & Preston LLC is the owner of a 1.965 acre tract of land situated in the The Collin County School Land Survey, Abstract Number 170, in the County of Collin, Texas as conveyed by deed in Instrument Number 20160811001049770, Deed Records, Collin County, Texas (D.R.C.C.T.), and being all of Lot 32, Block J of Heritage, Phase One, an addition to the City of Celina, Texas as recorded in Document Number 2003-0105112, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found at the southwest corner of said Lot 32, Block J, said point being in the east right-of-way line of State Highway No. 289 (Preston Road) (a variable width right-of-way);

THENCE North 17 degrees 30 minutes 54 seconds East, along the east right-of-way line of said State Highway 289, same being the west line of said Lot 32, Block J, a distance of 211.23 feet to a 1/2-inch iron rod with cap stamped "Votex Surveying", set for corner, said corner being the intersection of Founders Lane (a 60 foot wide right-of-way), between the east line of said State Highway 289, and the south line of said Founders Lane;

THENCE North 88 degrees 45 minutes 03 seconds East, departing said right-of-way line of said State Highway 289, along the north line of said Lot 32, Block J, and said Lot 31, Block J, a distance of 200.00 feet to a 1/2-inch iron rod found for corner, said corner being the southeast corner of Lot 32, Block J, said corner being the southwest corner said Lot 31, Block J, same being in the north line of a tract of land conveyed by deed to Nadim F. Nimeh Family Trust, as recorded in Instrument Number 20110126000102120, (D.R.C.C.T.);

THENCE South 01 degrees 14 minutes 57 seconds East, departing south line of said Founders Lane, along the common line between said Lot 32, Block J, and said Lot 31, Block J, a distance of 200.00 feet to a 1/2-inch iron rod found for corner, said corner being the south line of said Lot 32, Block J, a distance of 461.86 feet to the POINT OF BEGINNING and containing 85,578 square feet or 1.965 acres of land more or less.

Property Location Statement:

This property is located in the corporate limits (or the extraterritorial jurisdiction) of the City of Celina, Collin County, Texas.

Signature of Mayor _____ Date of Approval _____

Attest: _____

City Secretary _____ Date _____