NOTICE OF REGULAR MEETING CITY COUNCIL MEETING AND AGENDA
THE CITY OF PRINCETON, TEXAS
August 9, 2021

The City Council of the City of Princeton will meet in Regular Meeting Session on August 9, 2021 at 6:30 PM Princeton City Hall 123 West Princeton Drive Princeton, TX 75407 to discuss the following

Honorable Brianna Chacon,
Mayor

Honorable Steven Deffibaugh,
Mayor Pro Tempore, Place 5

David Kleiber,
Councilmember, Place 1

Mike Robertson,
Councilmember, Place 2

Bryan Washington,
Councilmember, Place 3

Keven Underwood,
Councilmember, Place 4

CALL TO ORDER

ROLL CALL

Brianna Chacon
Steven Deffibaugh
David Kleiber
Mike Robertson
Bryan Washington
Keven Underwood

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN APPEARANCE

Citizens are allowed 3 minutes to speak. The Council is unable to respond to or discuss any issues that are brought up during this section that are not on the agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

MAYORS COMMENTS

CONSENT AGENDA

Consent Agenda: All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

Minutes
Discussion and possible action regarding the minutes of the July 26, 2021 Regular City Council Meeting.
CC Minutes 07-26-21.doc

Budget Adjustment (FY 2021)
Discussion and possible action regarding FY 2021 budget adjustment for the City of Princeton. (This item is appearing on this agenda simply to correct a Scribner error from the 07-26-21 City Council agenda where it was incorrectly listed as the FY 2022 budget adjustment).
Budget Adj v7.26.2021.pdf

FY-2020-21 Financial Report (3rd Quarter Final)
Discussion and possible action regarding the City of Princeton FY 2020-21 Financial Report Ended June 30, 2021 (3rd Quarter Final).
FS Report 6.30.2021.pdf

REGULAR AGENDA

2021-164 **Winchester PID**
Approve submission of a petition to remove City owned land from the Winchester Public Improvement District.
City Petition to Remove Land.pdf

2021-165 **Resolution 2021-08-09-R (Winchester PID)**
Consider and act on Resolution 2021-08-09-R accepting for filing a petition requesting the addition of land and a petition requesting the removal of land in the Winchester Public Improvement District No. 1 and calling a public hearing.

Resolution Accepting Land Addition & Removal Petitions and Calling Public Hearing.pdf

2021-166 **Resolution No. 2021-08-09-R01 (Temporary Playing Fields)**
Discussion and possible action regarding Resolution No. 2021-08-09-R01 a Resolution of the City of Princeton, Texas, Authorizing individual project order #141 for the design of the recreation center site temporary overflow playing fields, authorizing the funding, and authorizing the City Manager to execute the agreements.
Resolution No. 2021-08-09-R01_IPO#141_Recreation Center Site (full).pdf

2021-167 **Resolution No. 2021-08-09-R02 (Oak Street Reconstruction)**
Discussion and possible action regarding a Resolution No. 2021-08-09-R02 a resolution of the City of Princeton, Texas, establishing the funding for the reconstruction of Oak Street, and Authorizing the City Manager to execute the agreements.
Resolution no 2021-08-09-R-02_for_Oak Street Reconstruction (full).pdf

2021-168 **Interlocal Non-Standard Agreement (Lowry Crossing Sewer)**
Discussion and possible action regarding an Interlocal Non-Standard Agreement regarding the provision of wastewater service between the City of Princeton and The City of Lowry Crossing.
NSA Princeton - Lowry Crossing C21003D20210729C1 clean 08042021.pdf

2021-169 **Ordinance 2021-08-09-01 (Ordering Elections)**
Discussion and possible action regarding, Ordinance 2021-08-09-01, ordering a General and Special Election to to be held on November 2, 2021, for the purpose of electing a Mayor and City Councilmembers for Place 1 and Place 2; and presenting voters the question, "Shall a commission be chosen to frame a new charter?".

2021-170 **Road Development Agreement (Avilla/Princeton Crossroads)**
Discussion and possible action regarding an agreement between Nexmetro Towne

Center, L.P. and The City of Princeton specifying terms for the construction of Princeton Crossroad North and the associated impact fee reimbursements.
Avilla Development Agreement D14004D20210715CR1 Full For Approval.pdf

2021-171 **Habitat for Humanity (Development Agreement)**
Discussion and possible action regarding an agreement between the City of Princeton and Habitat for Humanity of Collin County.
habitat princeton dev ag_001.pdf

2021-172 **City Website**
Presentation and discussion regarding the City of Princeton Website presented by Tenishea Turner, Director of Community Engagement, as requested by Councilmember Washington.
City of Princeton City Council Meeting Website Presentation - 8-9-21.pptx

2021-173 **City Council Meetings**
Discussion and possible action regarding amendments to City Council bylaws and rules of order, and corresponding direction to staff, to allow for meetings of the City Council and other boards and commissions to be conducted via remote videoconference rather than in person, in response to elevated community transmission conditions for COVID-19 and emerging variants of that disease, when such meetings can be held remotely in conformity with state law, as requested by Councilmember Robertson.

2021-174 **Future Agenda Items**
Possible action to approve request for items to be placed on a future agenda and NOT for discussion of these requests.

EXECUTIVE SESSION

Executive Session: Under terms of Chapter 551 of Texas Government Code the City Council may enter into CLOSED SESSION or Executive Session to discuss the following:

Section 551.071 (2) Texas Government Code. Consultation with the City 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 on any posted agenda items.

(Tex. Gov't Code §551.087.) Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board has received from a business prospect that the Board seeks to have locate, stay, or expand in or near the territory of the City of Princeton and with which the Board is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). Proposed incentive agreements with property developers; pending negotiations on development agreements.

1) Praveen Daida, Princeton Plaza.

ACTION PERTAINING TO EXECUTIVE SESSION

REPORT AGENDA - CITY MANAGER

1) Next Regular City Council Meeting, Monday, August 23, 2021 @ 6:30 p.m.

CC REPORT AGENDA

City Council reports about items of community interest regarding which no action will be taken.

ADJOURNMENT

CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Princeton City Hall @ _____ and copies thereof were delivered to the Mayor, Mayor Pro-Tempore and Councilmembers.

_____
Tabatha Monk, City Secretary

STATEMENT FOR ADA COMPLIANCE

The City of Princeton acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e., sign interpretation services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Princeton sponsored public programs, services and/or meetings, the City requests the individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Tabatha Monk, City Secretary, or other designated official at 972-734-2416. The City Council reserves the right to consult in executive session with its attorney and to receive legal advice regarding any item listed on this agenda pursuant to Section 551.071(b).

Minutes

The City of Princeton

City Council Meeting of July 26, 2021

The City Council of the City of Princeton, Texas, met in Regular Session on July 26, 2021 at 6:30 p.m.in the City Council Chamber at City Hall, located at 123 W Princeton Dr. Princeton, Texas 75407.

The following Councilmembers were present: Councilmember Mike Robertson, Councilmember Bryan Washington and Mayor Pro-Tempore Steve Deffibaugh.

The following Councilmembers were absent: Councilmember David Kleiber and Councilmember Keven Underwood.

The following Staff Members were present: City Manager Derek Borg, Assistant City City Secretary Tabatha Monk, Director of Development Services Shawn Fort, Director of Community Engagement Tenishea Turner, Parks and Recreation Director Chase Bryant, Lieutenant Rodriguez, Sargent Cabrera and Officer Rizzo.

Mayor **Chacon** called the City Council Meeting to order at 6:30 p.m.

Mayor **Chacon** called roll, present were Councilmembers **Mike Robertson**, **Bryan Washington and Steve Deffibaugh.**

Pastor Stan Fike led the invocation.

Mayor **Chacon** then announced the Pledge of Allegiance.

Mayor **Chacon** then announced Citizen Appearance: The following is a list of Citizens that spoke in order under Citizens Appearance: Jeff Watson, Alan Gray, Shaundrika Oakry, Glen Borchert, Jackson Stoger, David Sprawls, John Kusterbeck and Christina Todd.

Mayor Chacon announced Mayors Comments: Mayor Chacon asked everyone to keep both absent councilmembers in your thoughts and prayers, one is very, very sick

and the other was involved in a motor vehicle accident on the way to the meeting.

Mayor **Chacon** announced the Consent Agenda: All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so request, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Items on the **Consent Agenda were: Minutes** "Discussion and possible action regarding the minutes of the July 12, 2021 Regular City Council Meeting; **Final Plat (Arcadia Farms/Cypress Bend Parkway) "**FP20191509 Discussion and Possible action regarding a request from Lennar Homes of Texas Land and Construction, Ltd., for final plat approval of a 3.461 acre tract of land in the Hardin Wright Survey, Abstract No. 957, City of Princeton, Collin County, Texas"; **Princeton Chamber of Commerce "**Discussion and possible action regarding ratifying the $4,000 cost for the Princeton Relocation Guide/Membership Directory"; **Civil Engineering Services (IPO#142) "**Discussion and possible action regarding FY 2021-2022 on-call Civil Engineering Services contract between Kimley-Horn and Associates, Inc. and the City of Princeton"; **Budget Adjustment (FY22) "**Discussion and possible action regarding FY 22 budget adjustments for the City of Princeton". Mayor Pro-Tempore **Deffibaugh made a motion to approve the Consent Agenda.** Councilmember **Robertson seconded the motion to approve**. The **motion carried unanimously.**

Mayor **Chacon** then announced the first item under the Regular Agenda: **(2021-158 Public Hearing: "**Second public hearing regarding a request from 380 Forest Grove Property, LP for a zone map amendment for Planned Development for property being a

24.80 acre tract of land situation in the David Cherry Survey, Abstract No. 166, City of Princeton, Collin County, Texas.

Mayor Chacon opened the public hearing at 6:57 p.m.

Mayor Chacon closed the public hearing at 7:17 p.m.

Mayor **Chacon** then announced the second item under the Regular Agenda: **(2021-159 Economic Development Corporation: "**Discussion and possible action regarding the appointment of Pat Sheehan to the Economic Development Corporation, Place 5, to fill the vacancy left by Tim Cotton." Mayor Pro Tempore **Deffibaugh made a motion to appoint Pat Sheehan to fill the EDC Place 5 vacancy.** Councilmember **Washington seconded the motion.** The **motion carried unanimously.**

Mayor **Chacon** then announced the third item under the Regular Agenda: (**2021-160 Resolution No. 2021-07-26-R-01 (Municipal Center Furniture, Fixtures & Equipment)**): "Discussion and possible action regarding Resolution No. 2021-07-26-R-01 a resolution of the City of Princeton, Texas, Establishing the funding for the purchase and installation of the furniture, fixtures & equipment for the Municipal Center Facility, and authorizing the City Manager to execute the contracts." Mayor Pro-Tempore **Deffibaugh made a motion to approve.** Councilmember **Washington seconded the motion to approve**. The **motion carried unanimously.**

Mayor **Chacon** then announced the fourth item under the Regular Agenda: **(2021-161 Resolution No. 2021-07-26-R-03 (Caldwell Park Phase 2B):** "Discussion and possible action regarding Resolution No. 2021-07-26-R-03 a resolution of the City of Princeton, Texas, Establishing the funding for the construction of the J.M. Caldwell Park Phase 2B Paving Improvements, and authorizing the City Manager to execute the

documents." Councilmember **Washington made a motion to approve.** Mayor Pro-Tempore **Deffibaugh seconded the motion to approve**. The **motion carried unanimously.**

Mayor **Chacon** then announced the fifth item under the Regular Agenda **(2021-162 Resolution No. 2021-07-26-R-03 (Caldwell Park Phase 2B): "**Discussion and possible action regarding Resolution No. 2021-07-26-R-03 a resolution of the City of Princeton, Texas, Establishing the funding for the construction of the J.M. Caldwell Park Phase 2B Paving Improvements, and authorizing the City Manager to execute the documents." Mayor Pro-Tempore **Deffibaugh made a motion to approve.** Councilmember **Washington seconded the motion to approve**. The **motion carried unanimously.**

Mayor **Chacon** then announced the sixth item under the Regular Agenda **(2021-163 Future Agenda Items: "**Possible action to approve request for items to be placed on a future agenda and NOT for discussion of these requests." No items were requested. Councilmember **Washington asked for the information regarding the City Website to be on the next agenda;** Councilmember **Robertson asked for discussion and consideration to resume remote meetings in the future in light of the spike in cases of the COVID/Delta virus.**

Mayor **Chacon** then announced Executive Session. (8:01 p.m.) Executive Session: Under terms of Chapter 551 of Texas Government Code the City Council may enter into CLOSED SESSION or Executive Session to discuss the following: Section 551.071 (2) Texas Government Code. Consultation with the City 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 on any posted agenda items. No items for Executive Session.

Mayor **Chacon** then announced the Report Agenda: City Manager: **Derek Borg** spoke on the following items: Next Regular City Council Meeting, Monday, August 9, 2021 @ 6:30 p.m.

Mayor **Chacon** then announced the City Council reports about items of community interest regarding which no action will be taken: No items.

Mayor **Chacon asked for a motion of adjournment of the meeting.** Mayor Pro-Tempore **Deffibaugh made a motion to adjourn.** Councilmember **Robertson seconded the motion to adjourn.** The **motion carried unanimously.** The meeting **adjourned at 7:28 p.m.**

_____
Brianna Chacon, Mayor Date

ATTEST:

_____
Tabatha Monk, City Secretary Date

CITY OF PRINCETON

Budget Adjustment - FY21

	Current Total Budget	Estimated Final	Variance Favorable (Unfavorable)		
Fund: 01 - GENERAL FUND					
Revenue					
Department: 401 - Revenue-Administration					
Division: 000 - Administration					
Division: 000 - Administration Total:	**7,024,652**	**7,601,031**	**576,379**	**394,312**	more revenues collected in property tax & sales tax; grant funds received for public safety personnel costs in FY20
Department: 414 - Revenue-Development					
Department: 414 - Revenue-Development Total:	**2,658,750**	**4,354,137**	**1,695,387**	**250,767**	more revenues collected in building permits
	$ 9,683,402	**$ 11,955,168**	**$ 2,271,766**		
TOTAL Revenues needed to offset Expense budget adjustment request				**$ 645,079**	

Expense

	Current Total Budget	Estimated Final	Variance Favorable (Unfavorable)		
Department: 501 - ADMINISTRATION					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**275,811**	**284,642**	**(8,831)**	8,831	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**14,084**	**13,934**	**150**	-	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**18,610**	**22,700**	**(4,090)**	4,090	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**589,550**	**619,643**	**(30,093)**	30,093	Legal fees associated with personnel issues
Division: 000 - Administration Total:	**898,055**	**940,918**	**(42,864)**	**43,014**	
Division: 100 - Council					
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**2,000**	**2,405**	**(405)**	405	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**1,000**	**1,400**	**(400)**	400	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**13,500**	**18,972**	**(5,551)**	5,551	
Division: 100 - Council Total:	**16,500**	**22,777**	**(6,356)**	**6,356**	
Department: 502 - Finance					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**111,862**	**112,396**	**(534)**	534	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**3,600**	**4,600**	**(1,000)**	1,000	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**14,000**	**34,000**	**(20,000)**	20,000	Costs associated with Incode 10 migration
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**92,740**	**92,586**	**154**	-	
Department: 502 - Finance Total:	**222,202**	**243,582**	**(21,380)**	**21,534**	

	Current Total Budget	Estimated Final	Variance Favorable (Unfavorable)		
Department: 503 - Library					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**163,756**	**181,697**	**(17,941)**	17,941	2 Directors for a short period of time
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**12,488**	**11,739**	**749**	(532)	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**20,000**	**20,000**	**-**	-	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**20,485**	**19,953**	**(532)**	532	
Category: 85 - CAPITAL					
Category: 85 - CAPITAL Total:	**15,000**	**11,000**	**4,000**	-	
Department: 503 - Library Total:	**231,729**	**244,389**	**(13,724)**	**17,941**	
Division: 040 - Marketing & Communications					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**137,310**	**130,220**	**7,090**	(5,000)	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**37,000**	**35,500**	**1,500**	-	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**5,640**	**7,200**	**(1,560)**	1,560	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**39,113**	**31,264**	**7,849**	(1,560)	
Division: 040 - Marketing & Communications Total:	**219,063**	**204,184**	**14,879**	**(5,000)**	
Department: 507 - Municipal Court					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**292,015**	**257,068**	**34,947**	(20,000)	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**7,500**	**7,500**	**-**	-	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**10,000**	**10,000**	**-**	-	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**42,770**	**45,325**	**(2,555)**	2,555	
Department: 507 - Municipal Court Total:	**352,285**	**319,893**	**32,392**	**(17,445)**	

	Current Total Budget	Estimated Final	Variance Favorable (Unfavorable)		
Department: 514 - Development					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**671,299**	**691,574**	**(20,275)**	20,340	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**18,625**	**25,432**	**(6,807)**	6,807	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**16,150**	**29,100**	**(12,950)**	12,950	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**254,116**	**464,785**	**(210,669)**	210,670	Increase in engineering & planning costs due to increasing development within City
Category: 85 - CAPITAL					
Category: 85 - CAPITAL Total:	**59,654**	**59,654**	**-**	-	
Department: 514 - Development Total:	**1,019,844**	**1,270,545**	**(250,701)**	**250,767**	offset with increase in revenue collections
Division: 110 - Facilities					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**308,008**	**252,899**	**55,109**	(35,000)	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**16,100**	**19,325**	**(3,225)**	3,225	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**13,800**	**17,700**	**(3,900)**	3,900	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**5,919**	**6,264**	**(345)**	345	
Category: 85 - CAPITAL					
Category: 85 - CAPITAL Total:	**16,155**	**16,155**	**-**	-	
Division: 110 - Facilities Total:	**359,982**	**312,343**	**47,639**	**(27,530)**	

	Current Total Budget	Estimated Final	Variance Favorable (Unfavorable)		
Division: 115 - Streets					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**367,966**	**370,301**	**(2,335)**	2,335	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**42,125**	**135,425**	**(93,300)**	93,300	Purchase of Opticom system-purchased with 2019 Tax Note proceeds
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**63,250**	**65,700**	**(2,450)**	2,450	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**200,235**	**216,722**	**(16,487)**	16,490	
Category: 85 - CAPITAL					
Category: 85 - CAPITAL Total:	**291,346**	**291,345**	**-**	-	
Division: 115 - Streets Total:	**964,922**	**1,079,493**	**(114,572)**	**114,575**	
Department: 516 - Parks & Recreation					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**489,027**	**484,060**	**4,967**	-	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**92,500**	**92,450**	**50**	-	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**78,800**	**94,300**	**(15,500)**	15,500	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**182,040**	**184,512**	**(2,472)**	2,472	
Category: 85 - CAPITAL					
Category: 85 - CAPITAL Total:	**21,172**	**21,172**	**-**	-	
Department: 516 - Parks & Recreation Total:	**863,539**	**876,494**	**(12,955)**	**17,972**	
Department: 517 - Fleet					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**72,713**	**64,353**	**8,360**	(6,000)	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**4,800**	**3,750**	**1,050**	(250)	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**8,000**	**8,250**	**(250)**	250	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**8,530**	**7,445**	**1,085**	-	
Department: 517 - Fleet Total:	**94,043**	**83,798**	**10,245**	**(6,000)**	

	Current Total Budget	Estimated Final	Variance Favorable (Unfavorable)		
Department: 518 - Emergency Mangmt					
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**1,300**	**2,000**	**(700)**	700	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**2,100**	**11,750**	**(9,650)**	9,650	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**12,170**	**25,700**	**(13,530)**	13,530	CivicReady mass notification; American Signal; software subscription
Category: 85 - CAPITAL					
Category: 85 - CAPITAL Total:	**12,624**	**12,624**	**-**	-	
Department: 518 - Emergency Mangmt Total:	**28,194**	**52,074**	**(23,880)**	**23,880**	
Department: 520 - Police					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**2,368,179**	**2,314,165**	**54,014**	(25,000)	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**149,565**	**144,200**	**5,365**	-	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**113,000**	**113,000**	**-**	-	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**348,510**	**354,387**	**(5,877)**	5,880	
Category: 85 - CAPITAL					
Category: 85 - CAPITAL Total:	**351,590**	**351,590**	**(0)**	-	
Division: 210 - Police Total:	**3,330,844**	**3,277,343**	**53,501**	**(19,120)**	
Department: 530 - Fire					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**1,632,133**	**1,703,775**	**(71,642)**	71,650	personnel costs associated with OCVID-19 & winter storm (grant funds received to cover overages)
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**76,150**	**88,350**	**(12,200)**	12,200	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**56,050**	**86,493**	**(30,443)**	30,500	emergency repairs on apparatus
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**243,210**	**232,896**	**10,314**	-	
Category: 85 - CAPITAL					
Category: 85 - CAPITAL Total:	**226,450**	**1,106,939**	**(98,489)**	98,490	
Division: 000 -FIRE Administration Total:	**2,233,993**	**3,218,453**	**(202,460)**	**212,840**	

	Current Total Budget	Estimated Final	Variance Favorable (Unfavorable)	
Division: 250 - Fire Marshal				
Category: 60 - PERSONNEL				
Category: 60 - PERSONNEL Total:	**66,757**	**77,329**	**(10,572)**	10,575
Category: 70 - SUPPLIES				
Category: 70 - SUPPLIES Total:	**4,200**	**4,238**	**(38)**	40
Category: 75 - MAINTENANCE				
Category: 75 - MAINTENANCE Total:	**2,500**	**3,180**	**(680)**	680
Category: 80 - CONTRACT SERVICES				
Category: 80 - CONTRACT SERVICES Total:	**7,570**	**6,446**	**1,124**	-
Category: 85 - CAPITAL				
Category: 85 - CAPITAL Total:	**5,593**	**5,592**	**-**	-
Division: 250 - Fire Marshal Total:	**86,620**	**96,785**	**(10,166)**	**11,295**

TOTAL budget adjustment request **$ 645,079**

	Current Total Budget	Estimated Final	Variance Favorable (Unfavorable)		
Fund: 02 - UTILTIES FUND					
Revenue					
Department: 400 - Revenue-Administration					
Department: 400 - Revenue-Administration Total:	**6,427,812**	**7,988,600**	**1,560,788**	11,950	
Department: 401					
Division: 000 - Administration Total:	**3,917,000**	**4,571,230**	**654,230**	143,305	
				$ 155,255	

	Current Total Budget	Estimated Final	Variance Favorable (Unfavorable)		
Expense					
Department: 513 - Utility Admninstration					
Division: 000 - Administration					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**226,745**	**227,120**	**(375)**	375	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**47,500**	**46,000**	**1,500**	(375)	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**45,000**	**50,000**	**(5,000)**	5,000	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**1,492,630**	**1,630,935**	**(138,305)**	138,305	increase cost for solid waste due to increase in customers; offset with increase in revenues
Division: 000 - Administration Total:	**1,811,875**	**1,954,055**	**(142,180)**	**143,305**	

	Current Total Budget	Estimated Final	Variance Favorable (Unfavorable)		
Division: 550 - Water					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**797,696**	**817,742**	**(20,046)**	20,050	overtime costs associated with winter storm
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**201,000**	**529,550**	**(328,550)**	328,550	more water meters purchased; offset with revenues
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**147,500**	**160,850**	**(13,350)**	13,350	
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**3,669,006**	**3,303,532**	**365,474**	(350,000)	GTUA budget less than original estimate provided
Category: 85 - CAPITAL					
Category: 85 - CAPITAL Total:	**592,574**	**690,574**	**2,000**	-	
Category: 87 - TRANSFERS					
Category: 87 - TRANSFERS Total:	**557,703**	**557,703**	**-**		
Division: 550 - Water Total:	**5,965,479**	**4,754,092**	**1,211,387**	**11,950**	
Division: 560 - Wastewater					
Category: 60 - PERSONNEL					
Category: 60 - PERSONNEL Total:	**245,274**	**203,902**	**41,372**	(1,650)	
Category: 70 - SUPPLIES					
Category: 70 - SUPPLIES Total:	**25,750**	**24,100**	**1,650**	1,650	
Category: 75 - MAINTENANCE					
Category: 75 - MAINTENANCE Total:	**95,500**	**31,895**	**63,605**		
Category: 80 - CONTRACT SERVICES					
Category: 80 - CONTRACT SERVICES Total:	**1,537,255**	**1,525,470**	**11,785**		
Category: 85 - CAPITAL					
Category: 85 - CAPITAL Total:	**219,872**	**638,584**	**2,001**	-	
Division: 560 - Wastewater Total:	**2,123,651**	**2,423,951**	**120,413**	-	
		TOTAL budget adjustment request		**$ 155,255**	

CITY OF PRINCETON, TEXAS

FY 2020-21

Financial Report as of

For the Nine Months Ended June 30, 2021

(unaudited)

CITY OF PRINCETON

June 30, 2021

Financial Report (unaudited)

FY 2020-21

This report is designed for internal use and does not include all of the funds and accounts that are included in the City of Princeton's operations. For a complete report, refer to the City of Princeton Comprehensive Annual Financial Report that is available on the City's website.

The Finance Department is dedicated to excellence in local government, comprehensive fiscal compliance, and reporting. The Quarterly Financial Report's aim is to provide users with the general awareness of the City's financial position and economic activity.

The information in this report provides a summary of the General Fund, Water and Sewer Fund, and other selected fund revenues and expenditures/expenses which offer readers an overview of the City's finances. It is meant to provide a snapshot of financial activity for the third quarter of FY2021.

FINANCIAL ANALYSIS

CITY OF PRINCETON

General Fund Summary

FY 2020-21 (unaudited)

For the Nine Months Ended June 30, 2021

	FY2021 Budget	Year-to-Date Actual	% of Budget	FY2020 Budget	Year-to-Date Actual	% of Budget
REVENUES						
Administration	$ 7,024,652	$ 6,508,479	92.7%	$ 6,979,309	$ 6,087,741	87.2%
Library	34,688	17,331	50.0%	42,500	26,007	61.2%
Marketing & Comm Events	87,500	34,723	39.7%	77,500	32,404	41.8%
Municipal Court	243,750	241,263	99.0%	281,425	192,431	68.4%
Development	2,658,750	3,566,885	134.2%	2,867,902	2,830,750	98.7%
Parks	193,500	141,787	73.3%	194,000	48,820	25.2%
Public Works	251,285	54,837	0.0%	66,671	66,671	100.0%
Police	256,135	240,336	93.8%	271,813	255,751	94.1%
Fire	1,007,454	1,675,357	166.3%	410,527	188,485	45.9%
TOTAL	$ 11,757,714	$ 12,480,998	106.2%	$ 11,191,647	$ 9,729,060	86.9%
EXPENDITURES						
Administration	$ 816,979	$ 693,072	85%	$ 766,992	$ 584,394	76.2%
Library	231,729	162,347	70%	221,097	155,260	70.2%
Marketing and Comm Events	467,870	275,042	59%	141,144	129,552	91.8%
Municipal Court	352,285	241,307	68%	309,515	213,547	69.0%
Development	1,019,844	907,909	89%	1,100,059	805,426	73.2%
Public Works	1,395,860	804,532	58%	1,040,118	747,941	71.9%
Parks	839,739	651,735	78%	796,556	550,688	69.1%
Fleet	94,043	61,856	66%	100,450	63,320	63.0%
Police	3,467,317	2,649,055	76%	3,766,876	2,108,607	56.0%
Fire	3,130,807	2,708,661	87%	2,346,167	1,726,464	73.6%
TOTAL	$ 11,816,473	$ 9,155,516	77%	$ 10,588,974	$ 7,085,199	66.9%

CITY OF PRINCETON

General Fund Revenues

FY 2020-21 (unaudited)

For the Nine Months Ended June 30, 2021

	BUDGET 2020-2021	ACTUAL 2020-2021	BUDGET 2019-2020	ACTUAL 2019-2020
Revenues by department/type:				
Administration				
Ad valorem tax	4,405,329	4,666,603	3,830,848	3,885,190
Sales tax	1,470,000	992,794	1,425,000	749,807
Franchise tax	379,800	267,476	328,500	237,654
Charge for services	592,703	444,527	592,703	444,527
Intergovernmental revenues	142,570	119,178	738,258	724,895
Interest earned	25,000	9,209	50,000	33,003
Miscellaneous	9,250	8,692	14,000	12,665
Total Administration	7,024,652	6,508,479	6,979,309	6,087,741
Library				
Collin County Library Fund	29,338	16,097	29,338	22,004
Grant	-	-	7,870	-
Fines	500	18	600	227
Donations	850	261	700	388
Book sales	400	79	400	186
Miscellaneous	3,600	876	3,592	3,202
Total Library	34,688	17,331	42,500	26,007
Marketing and Community Events				
Event Fees	20,000	8,123	23,100	4,737
Donations/Sponsorships	18,500	2,100	20,400	2,167
Intergovernmental	49,000	24,500	34,000	25,500
Total Community Relations	87,500	34,723	77,500	32,404
Municipal Court				
Fines	230,750	228,674	268,425	182,565
Security	6,000	6,689	6,000	4,633
Technology	7,000	5,900	7,000	5,233
Total Municipal Court	243,750	241,263	281,425	192,431
Development and Code Enforcement				
Permits/licenses/fees/code/miscellaneous	2,658,750	3,566,885	2,820,114	2,782,962
Total Development and Code Enforcement	2,658,750	3,566,885	2,820,114	2,782,962
Streets				
Grant - Street Sweeper	196,448	-	-	-
Total Development and Code Enforcement	196,448	-	-	-

CITY OF PRINCETON

General Fund Revenues

FY 2020-21 (unaudited)

For the Nine Months Ended June 30, 2021

	BUDGET 2020-2021	ACTUAL 2020-2021	BUDGET 2019-2020	ACTUAL 2019-2020
Revenues by department/type: (continued)				
Parks and Recreation				
Sports game & tournament fees	190,000	139,887	178,500	39,066
Park use fees	3,000	400	3,000	50
Donations	-	1,000	-	-
Intergovernmental	-	-	9,000	9,000
Miscellaneous	500	500	3,500	704
Total Parks and Recreation	193,500	141,787	194,000	48,820
Police				
Grants and contributions	1,650	1,927	1,654	-
Donations	100	2	300	511
SRO reimbursements	111,565	83,673	111,565	83,674
Miscellaneous	2,700	14,614	18,173	3,487
Total Police	116,015	100,216	131,692	87,672
Fire				
Grants and contributions	78,064	782	115,500	2,442
Intergovernmental	85,000	535,512	90,000	95,140
AMR Housing	16,000	10,800	16,000	10,800
Fire inspections & plan reviews	35,000	42,490	4,000	39,395
Donations	1,500	302,208	5,500	3,351
Miscellaneous	9,890	1,565	145,010	2,839
Total Fire	225,454	893,357	376,010	153,967
TOTAL OPERATING REVENUES	10,780,757	11,504,041	10,902,550	9,412,004
OTHER FINANCING SOURCES				
Capital lease proceeds	976,957	976,957	289,098	317,056
TOTAL REVENUES	$ 11,757,714	$ 12,480,998	$ 11,191,648	$ 9,729,060
Percentage of Revenue Collected to Budget		106.2%		86.9%

CITY OF PRINCETON

General Fund Expenditures

FY 2020-21 (unaudited)

For the Nine Months Ended June 30, 2021

	Budget 2020-2021	Actual 2020-2021	% or Budget	Budget 2019-2020	Actual 2019-2020	% or Budget
Council						
Supplies	$ 2,000	$ 1,974	99%	$ 1,300	$ 651	50%
Maintenance	1,000	1,325	133%	250	-	0%
Contractual	13,500	18,972	141%	6,655	3,940	59%
TOTAL	$ 16,500	$ 22,271	135%	$ 8,205	$ 4,591	56%
Administration						
Personnel	$ 275,811	$ 204,577	74%	$ 234,862	$ 184,710	79%
Supplies	14,084	9,331	66%	14,100	11,850	84%
Maintenance	18,610	19,522	105%	20,000	12,764	64%
Contractual	269,772	246,869	92%	277,137	195,830	71%
TOTAL	$ 578,277	$ 480,299	83%	$ 546,099	$ 405,154	74%
Finance						
Personnel	$ 111,862	$ 83,350	75%	$ 109,351	$ 93,378	85%
Supplies	3,600	3,153	88%	2,950	2,477	84%
Maintenance	14,000	20,731	148%	14,000	10,739	77%
Contractual	92,740	83,268	90%	86,387	68,055	79%
TOTAL	$ 222,202	$ 190,502	86%	$ 212,688	$ 174,649	82%
Library						
Personnel	$ 163,756	$ 122,717	75%	$ 155,631	$ 118,585	76%
Supplies	12,488	6,351	51%	11,566	6,105	53%
Maintenance	20,000	12,377	62%	19,200	14,069	73%
Contractual	20,485	14,535	71%	19,700	10,339	52%
Capital Outlay	15,000	6,367	42%	15,000	6,162	41%
TOTAL	$ 231,729	$ 162,347	70%	$ 221,097	$ 155,260	70%
Marketing & Communications						
Personnel	$ 137,310	$ 87,777	64%	$ -	$ -	0%
Supplies	37,000	13,582	37%	-	-	0%
Maintenance	5,640	6,716	119%	-	-	0%
Contractual	39,113	14,227	36%	-	-	0%
TOTAL	$ 219,063	$ 122,302	56%	$ -	$ -	0%

**FY21 is the first year for Marketing Department

CITY OF PRINCETON

General Fund Expenditures

FY 2020-21 (unaudited)

For the Nine Months Ended June 30, 2021

	Budget 2020-2021	Actual 2020-2021	% or Budget	Budget 2019-2020	Actual 2019-2020	% or Budget
Community Events						
Personnel	$ 63,237	$ 24,834	39%	$ 30,369	$ 31,557	104%
Supplies	4,400	1,223	28%	5,660	5,501	97%
Community Events	166,500	118,359	71%	85,550	76,900	90%
Maintenance	5,000	3,510	70%	5,200	3,977	76%
Contractual	9,670	4,814	50%	14,365	11,617	81%
TOTAL	$ 248,807	$ 152,740	61%	$ 141,144	$ 129,552	92%
Municipal Court						
Personnel	$ 292,015	$ 194,759	67%	$ 252,502	$ 171,987	68%
Supplies	7,500	6,874	92%	6,337	4,437	70%
Maintenance	10,000	8,078	81%	12,000	9,513	79%
Contractual	42,770	31,596	74%	38,676	27,610	71%
TOTAL	$ 352,285	$ 241,307	68%	$ 309,515	$ 213,547	69%
Development						
Personnel	$ 671,299	$ 502,408	75%	$ 632,518	$ 413,494	65%
Supplies	18,625	19,235	103%	18,625	16,377	88%
Maintenance	16,150	20,467	127%	18,500	14,476	78%
Contractual	254,116	334,262	132%	284,068	261,737	92%
Capital Leases	34,654	29,837	86%	94,060	41,889	45%
Capital Outlay	25,000	1,700	0%	52,288	57,453	110%
TOTAL	$ 1,019,844	$ 907,909	89%	$ 1,100,059	$ 805,426	73%
Facilities						
Personnel	$ 308,008	$ 169,933	55%	$ 290,635	$ 211,453	73%
Supplies	16,100	15,987	99%	19,240	17,440	91%
Maintenance	13,800	13,363	97%	12,935	10,547	82%
Contractual	5,919	3,939	67%	6,719	3,974	59%
Capital Leases	16,155	16,155	100%	18,154	16,154	89%
Capital Outlay	-	-	0%	7,000	2,700	100%
TOTAL	$ 359,982	$ 219,377	61%	$ 354,683	$ 262,268	74%

CITY OF PRINCETON

General Fund Expenditures

FY 2020-21 (unaudited)

For the Nine Months Ended June 30, 2021

	Budget 2020-2021	Actual 2020-2021	% or Budget	Budget 2019-2020	Actual 2019-2020	% or Budget
Streets						
Personnel	$ 367,966	$ 224,870	61%	$ 278,674	$ 166,220	60%
Supplies	124,684	124,614	100%	54,225	48,231	89%
Maintenance	63,250	51,482	81%	60,625	48,045	79%
Contractual	200,235	157,053	78%	186,878	131,069	70%
Capital Leases	28,458	27,136	95%	28,458	15,533	55%
Capital Outlay	251,285	-	0%	76,575	76,575	0%
TOTAL	$ 1,035,878	$ 585,155	56%	$ 685,435	$ 485,673	71%
Parks						
Personnel	$ 489,027	$ 360,745	74%	$ 494,591	$ 315,120	64%
Supplies	100,700	59,568	59%	73,550	48,247	66%
Maintenance	78,800	70,588	90%	68,700	59,359	86%
Contractual	150,041	139,663	93%	132,325	100,929	76%
Capital Leases	4,971	4,971	100%	18,954	18,597	98%
Capital Outlay	16,200	16,200	0%	8,436	8,436	100%
TOTAL	$ 839,739	$ 651,735	78%	$ 796,556	$ 550,688	69%
Fleet						
Personnel	$ 72,713	$ 48,097	66%	$ 77,635	$ 47,146	61%
Supplies	4,800	2,568	54%	4,025	2,744	68%
Maintenance	8,000	5,267	66%	9,150	8,567	94%
Contractual	8,530	5,924	69%	9,640	4,863	50%
TOTAL	$ 94,043	$ 61,856	66%	$ 100,450	$ 63,320	63%
Police						
Personnel	$ 2,534,473	$ 1,843,048	73%	$ 2,653,726	$ 1,291,634	49%
Supplies	155,365	109,758	71%	145,605	56,604	39%
Maintenance	113,000	102,562	91%	117,739	71,328	61%
Contractual	351,185	258,738	74%	334,826	167,636	50%
Capital Leases	173,174	157,037	91%	374,859	353,326	94%
Capital Outlay	140,120	177,912	127%	140,121	168,079	0%
TOTAL	$ 3,467,317	$ 2,649,055	76%	$ 3,766,876	$ 2,108,607	56%

CITY OF PRINCETON

General Fund Expenditures

FY 2020-21 (unaudited)

For the Nine Months Ended June 30, 2021

	Budget 2020-2021	Actual 2020-2021	% or Budget	Budget 2019-2020	Actual 2019-2020	% or Budget
Fire & Emergency Mgmt						
Personnel	$ 1,698,890	$ 1,259,790	74%	$ 1,529,852	$ 1,135,942	74%
Supplies	81,650	77,096	94%	93,147	44,128	47%
Maintenance	60,650	86,728	143%	61,598	49,222	80%
Contractual	262,950	165,735	63%	235,771	145,444	62%
Capital Leases	244,667	238,823	98%	161,270	155,923	97%
Capital Outlay	782,000	880,489	113%	264,529	195,805	74%
TOTAL	$ 3,130,807	$ 2,708,661	87%	$ 2,346,167	$ 1,726,464	74%
TOTAL EXPENDITURES	$ 11,816,473	$ 9,155,516	77%	$ 10,588,974	$ 7,085,199	67%

CITY OF PRINCETON

General Fund

FY2020-21 (unaudited)

June 30, 2021

REVENUES

Total revenues for the General Fund are more than the previous fiscal year in this same time period. The most significant revenues are noted below:

Property Taxes - At the end of June 30, 2021, the collection of ad valorem taxes has increased 17% when compared to the prior year. This is due to the addition of developed property being added to the tax roll.

Sales Tax - Sales Tax Revenues are 24% above the prior year. This is expected to continue through the remainder of the fiscal year.

Development - Revenues from permits and fees are 28% more than the previous year at the end of the third quarter. With the continued development within the City, this revenue is expected to increase at the same rate through the fourth quarter.

EXPENDITURES

Total expenditures are as expected when comparing to budget. Some significant differences are noted below:

Finance - Maintenance is more than expected due to the annual maintenance costs for finance module of Incode 10 (prorated) and full maintenance costs for Incode 9.

In prior fiscal years, the EDC and CDC have paid a portion of payroll for Administration and Finance. In FY20 EDC and CDC paid the payroll for all of Marketing and Communications. Beginning in FY2021, all payroll is recorded in the General Fund for Administration, Finance, and Marketing and Communications. EDC and CDC agreed to reimburse the City for administrative expenses that includes payroll, copier lease, office supplies, telephone and cell phones, and utilities.

Marketing and Communications - FY2021 is the first year for this department. Employees that had been funded through EDC and CDC in prior year are budgeted in the department. This department is responsible for the maintenance of the City's website and representing the City at all City events.

Community Events - Personnel for this department were transferred/hired in February 2021. The City has three major events - July 3rd, Fall Festival, and Christmas Parade and Feed the Community.

Development - Contractual expenses have increased due to the ongoing development within the City. This expense is offset with corresponding revenues.

Fire - Budget for the Fire Department's maintenance category has increased due to emergency repairs to a fire apparatus that is essential for public safety.

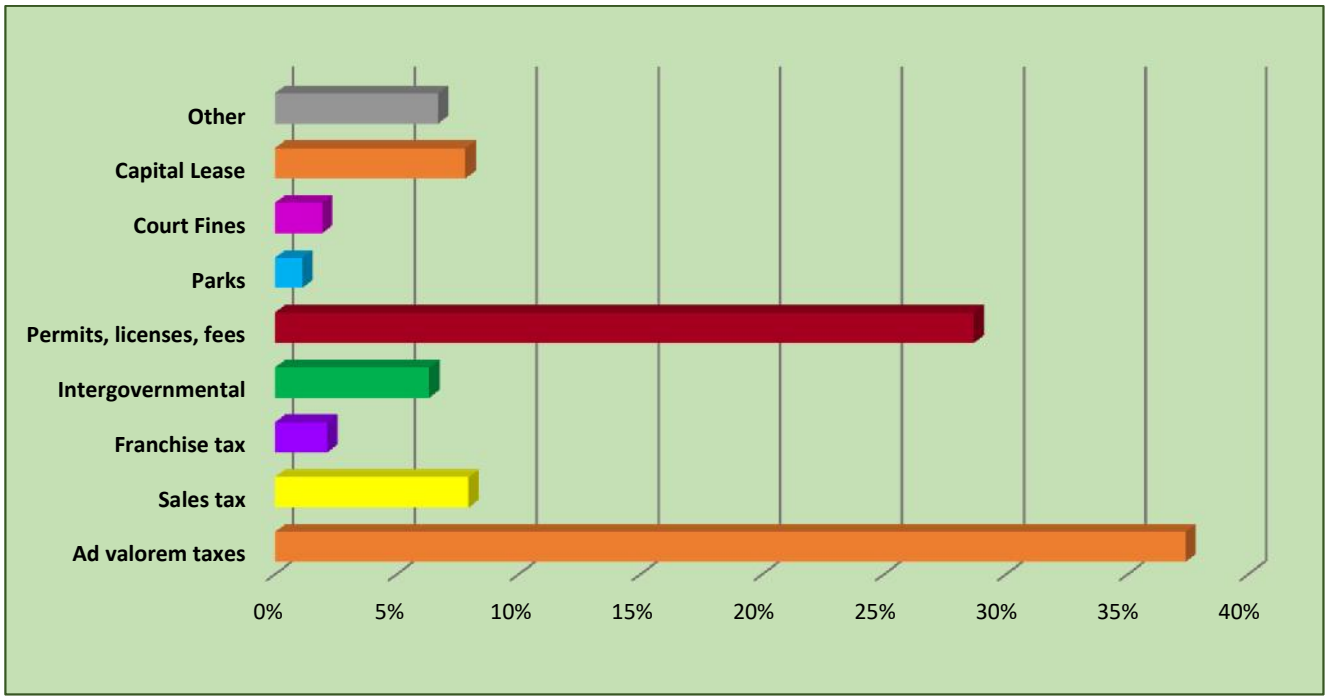
CITY OF PRINCETON

General Fund

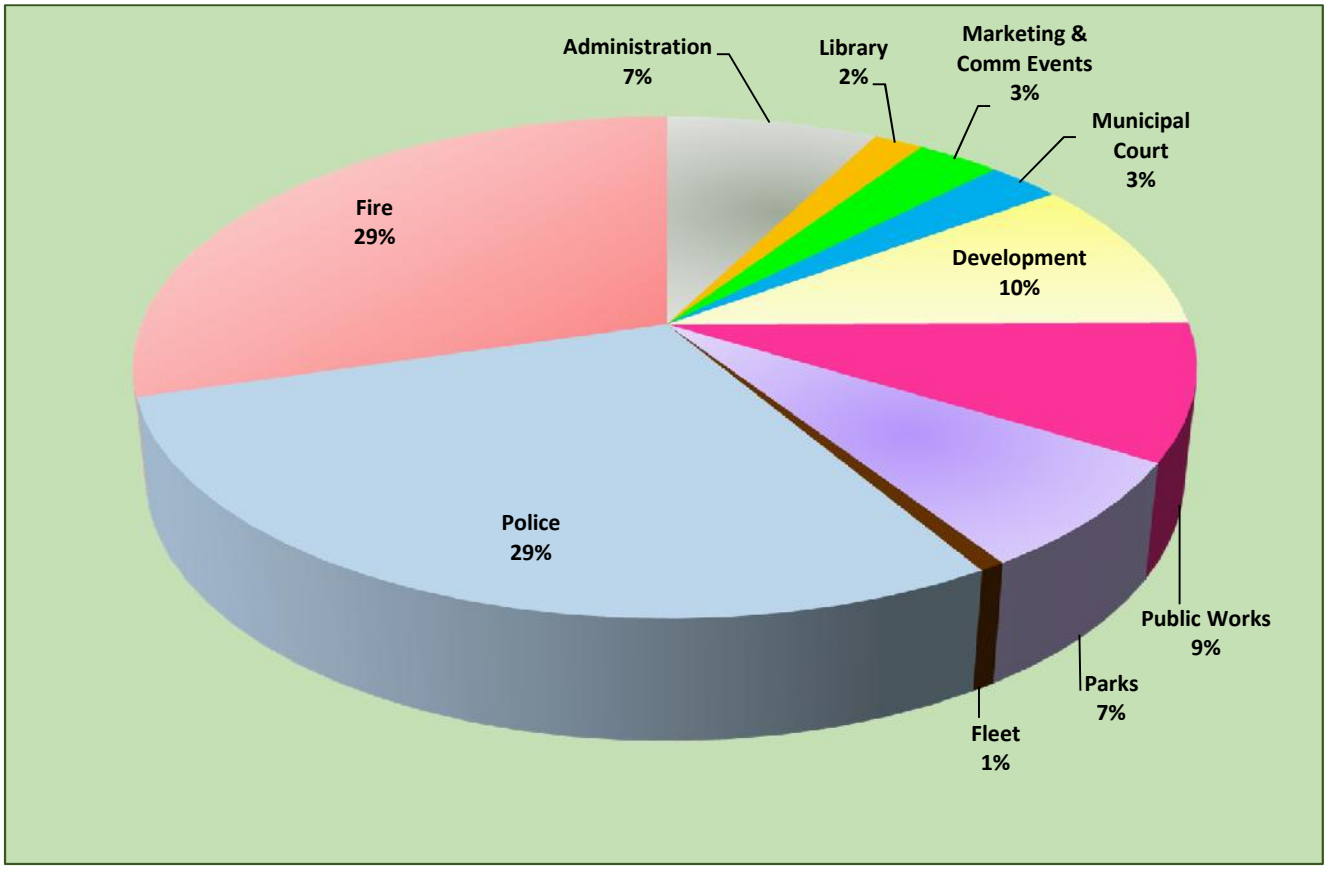
FY2020-21 (unaudited)

As of June 30, 2021

REVENUES



EXPENDITURES



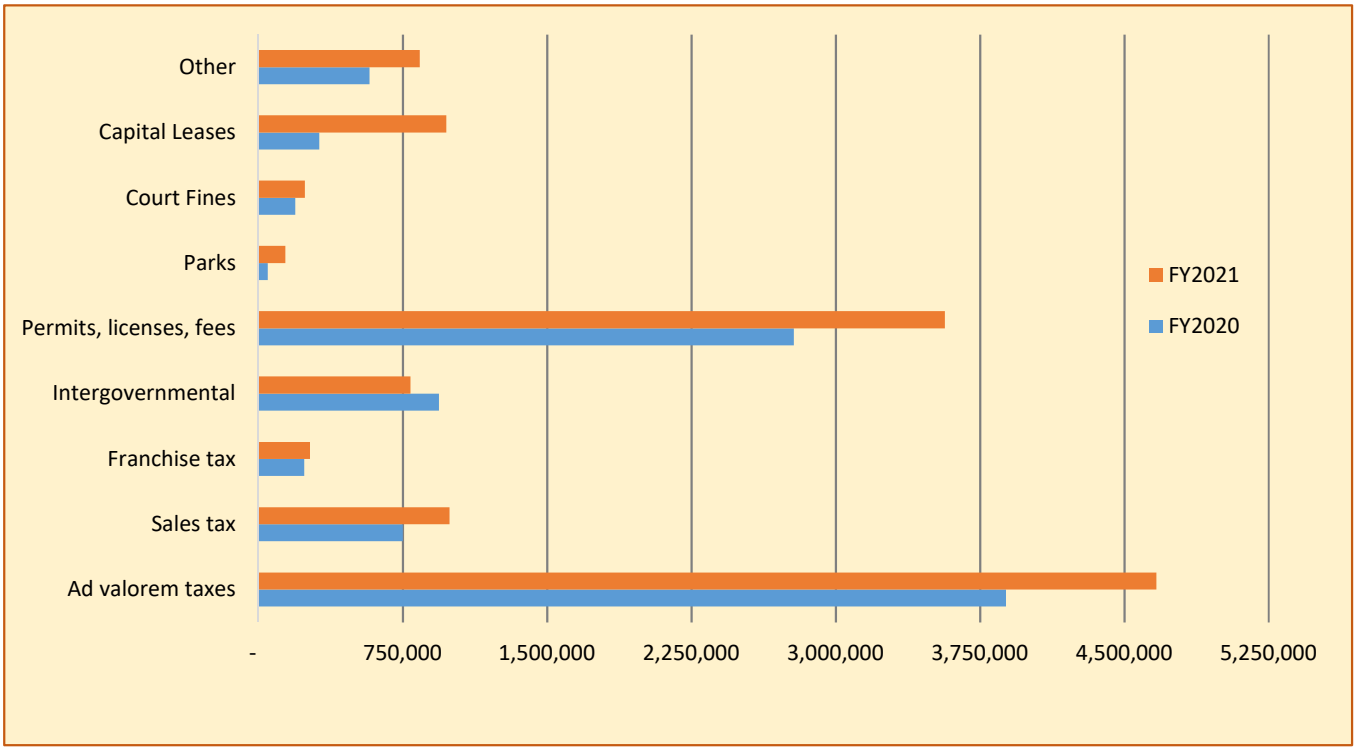
CITY OF PRINCETON

General Fund - Comparison to Prior FY

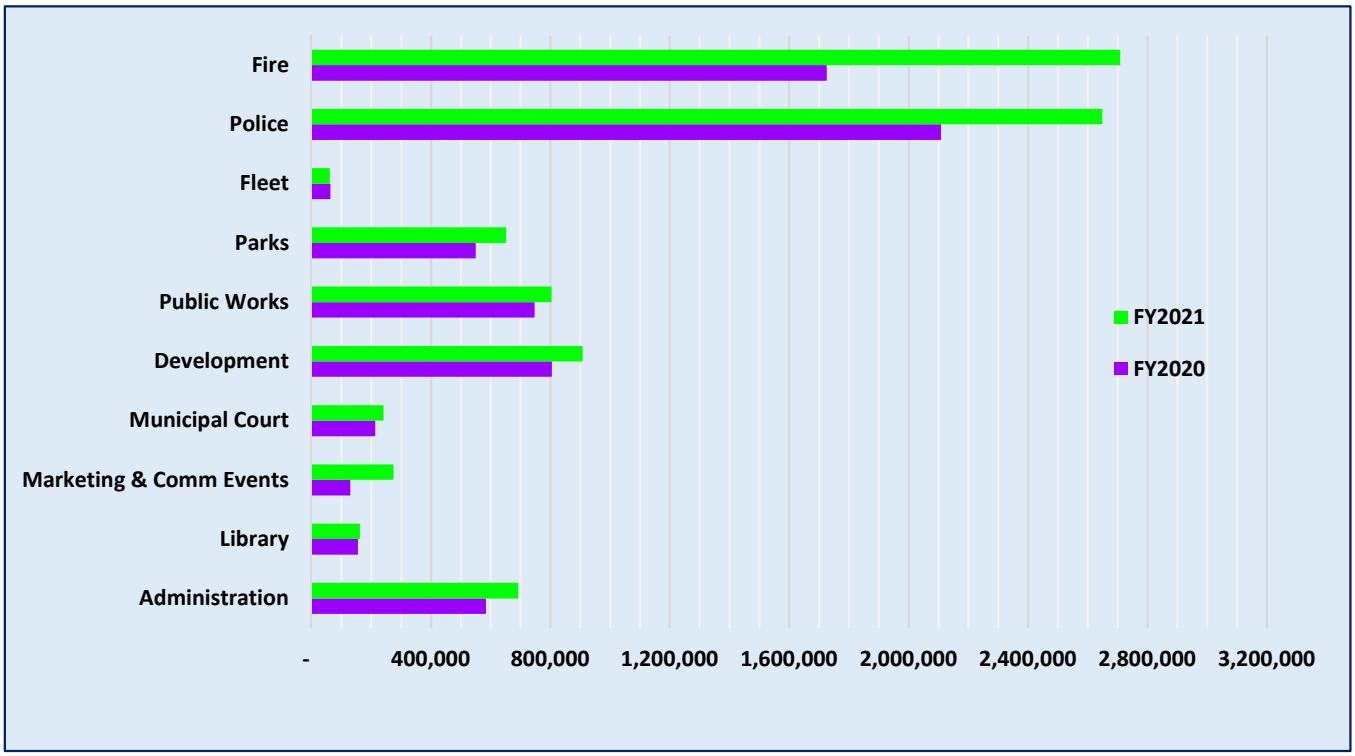
FY2020-21 (unaudited)

As of June 30, 2021

REVENUES



EXPENDITURES



CITY OF PRINCETON

General Debt Service Fund

FY2020-21 (unaudited)

For the Nine Months Ended June 30, 2021

	Budget 2020-2021	Actual 2020-2021	Budget 2019-2020	Actual 2019-2020
REVENUES				
Property Taxes	$ 2,877,598	$ 3,319,109	$ 2,750,247	$ 3,050,280
Interest Income	10,000	916	10,000	10,364
Total Revenues	2,887,598	3,320,025	2,760,247	3,060,644
EXPENDITURES				
Administrative Fees	3,050	2,250	2,850	2,250
Principal:				
2009 CO	120,000	120,000	115,000	115,000
2011 GO Refunding	59,200	59,200	66,600	66,600
2014 CO	39,350	60,000	55,000	55,000
2015 CO	140,000	140,000	135,000	135,000
2016 CO	385,000	385,000	180,000	180,000
2019 Tax Note	950,000	950,000	1,770,000	1,770,000
2020 CO	760,000	285,000	-	-
Total Principal	2,456,600	2,001,450	2,324,450	2,323,850
Interest:				
2009 CO	115,100	55,106	181,169	57,550
2011 GO Refunding	21,016	10,508	22,903	8,103
2014 CO	39,350	20,125	41,075	20,950
2015 CO	92,313	47,206	96,438	49,231
2016 CO	171,750	87,800	177,400	89,600
2019 Tax Note	121,990	66,220	181,902	115,681
2020 CO	586,051	523,551	-	-
Total Interest	1,147,570	810,516	700,887	341,115
Total Expenditures	3,604,170	2,811,966	3,025,337	2,664,965
Other Financing Sources (Uses)				
Transfer from EDC	75,000	-	75,000	-
Transfer from CDC	229,940	-	232,756	-
Transfer to Utility Fund (2007 GO)	(33,583)	-	(33,767)	-
Total Expenditures and Other Financing Sources (Uses)	271,357	-	273,989	-
Net Change in Fund Balance	$ (445,215)	$ 508,059	$ 8,899	$ 395,679

Long-term debt payments are made February and August of each year.

CITY OF PRINCETON

Proprietary Funds

FY2020-21 (unaudited)

For the Nine Months Ended June 30, 2021

	BUDGET 2020-21	Year-to-date Actual	% of Budget	BUDGET 2019-20	Year-to-date Actual	% of Budget
REVENUES						
Water	$ 6,381,812	$ 5,788,511	91%	$ 5,992,093	$ 4,875,044	81%
Wastewater	2,517,000	2,763,152	110%	2,256,000	1,941,954	86%
Drainage Fees	515,415	466,477	91%	435,980	380,946	87%
Solid Waste Collection Fee	1,400,000	1,126,303	80%	1,239,000	932,190	75%
Miscellaneous	31,000	80,149	259%	42,664	2,381	6%
Interest Earned	15,000	1,492	10%	8,500	14,532	171%
TOTAL REVENUES	10,860,227	10,226,084	94%	9,974,237	8,147,047	82%
EXPENSES						
Utility Administration	1,811,875	1,357,710	75%	1,687,676	1,276,946	76%
Water Department	5,965,479	4,602,275	77%	5,311,806	3,934,106	74%
Wastewater Department	2,150,891	1,538,073	72%	1,812,530	1,260,464	70%
Storm Water Drainage	616,402	153,306	25%	551,021	156,663	28%
TOTAL EXPENSES	10,544,647	7,651,364	73%	9,363,033	6,628,179	71%
NON-DEPARTMENTAL						
Debt Service	602,434	481,280	80%	600,122	474,635	79%
TOTAL NON-DEPARTMENTAL	602,434	481,280	80%	600,122	474,635	79%
TOTAL EXPENSES	11,147,081	8,132,644	73%	9,963,155	7,102,814	71%
CHANGE IN NET POSITION	$ (286,854)	$ 2,093,440		$ 11,082	$ 1,044,233	

From June 2020 to June 2021, over 1,000 customers have been added to the City's utility system. This is enabling the City to fund improvements during FY2021 such as the following:

Dogwood pump station
Tickey Creek bank stabilization
6th Street lift station improvements
Park Trails drainage improvements

CITY OF PRINCETON

Proprietary Funds

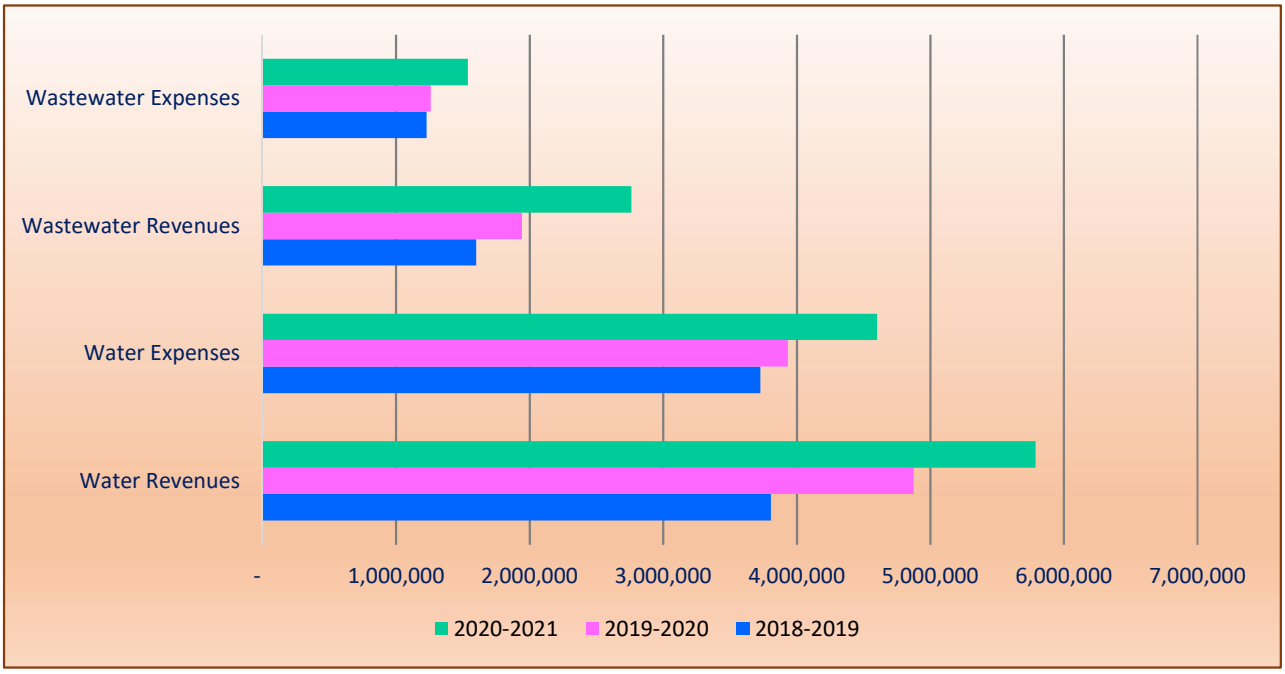
FY2020-21 (unaudited)

For the Nine Months Ended June 30, 2021

	Budget 2020-2021	Actual 2020-2021	% or Budget	Budget 2019-2020	Actual 2019-2020	% or Budget
Utility Billing						
Personnel	$ 226,745	$ 168,813	74%	$ 223,791	$ 161,777	72%
Supplies	47,500	30,977	65%	45,500	31,599	69%
Maintenance	45,000	47,076	105%	40,000	48,758	122%
Contractual	1,492,630	1,110,844	74%	1,378,385	1,034,812	75%
TOTAL	$ 1,811,875	$ 1,357,710	75%	$ 1,687,676	$ 1,276,946	76%
Water						
Personnel	$ 797,696	$ 675,596	85%	$ 986,492	$ 772,010	78%
Supplies	201,000	401,217	200%	201,000	294,041	146%
Maintenance	147,500	85,752	58%	142,250	69,089	49%
Contractual	4,228,709	2,918,894	69%	3,710,290	2,586,502	70%
Capital Leases	10,874	10,874	100%	10,874	10,874	100%
Capital Outlay	579,700	509,942	88%	260,900	201,590	77%
TOTAL	$ 5,965,479	$ 4,602,275	77%	$ 5,311,806	$ 3,934,106	74%
Wastewater						
Personnel	$ 245,274	$ 148,268	60%	$ 131,921	$ 114,750	87%
Supplies	25,750	12,507	49%	30,172	18,300	61%
Maintenance	95,500	31,661	33%	95,178	30,903	32%
Contractual	1,539,255	1,123,689	73%	1,280,169	864,169	68%
Capital Leases	45,668	45,668	100%	61,790	61,763	100%
Capital Outlay	199,444	176,280	88%	213,300	170,579	80%
TOTAL	$ 2,150,891	$ 1,538,073	72%	$ 1,812,530	$ 1,260,464	70%
Storm Water Drainage						
Personnel	$ 139,763	$ 72,970	52%	$ 112,891	$ 82,182	73%
Supplies	17,000	6,040	36%	17,000	5,697	34%
Maintenance	65,300	5,514	8%	62,275	2,074	3%
Contractual	105,610	51,002	48%	110,260	42,144	38%
Capital Leases	25,398	15,845	62%	25,395	15,843	62%
Capital Outlay	263,331	1,935	1%	223,200	8,723	4%
TOTAL	$ 616,402	$ 153,306	25%	$ 551,021	$ 156,663	28%

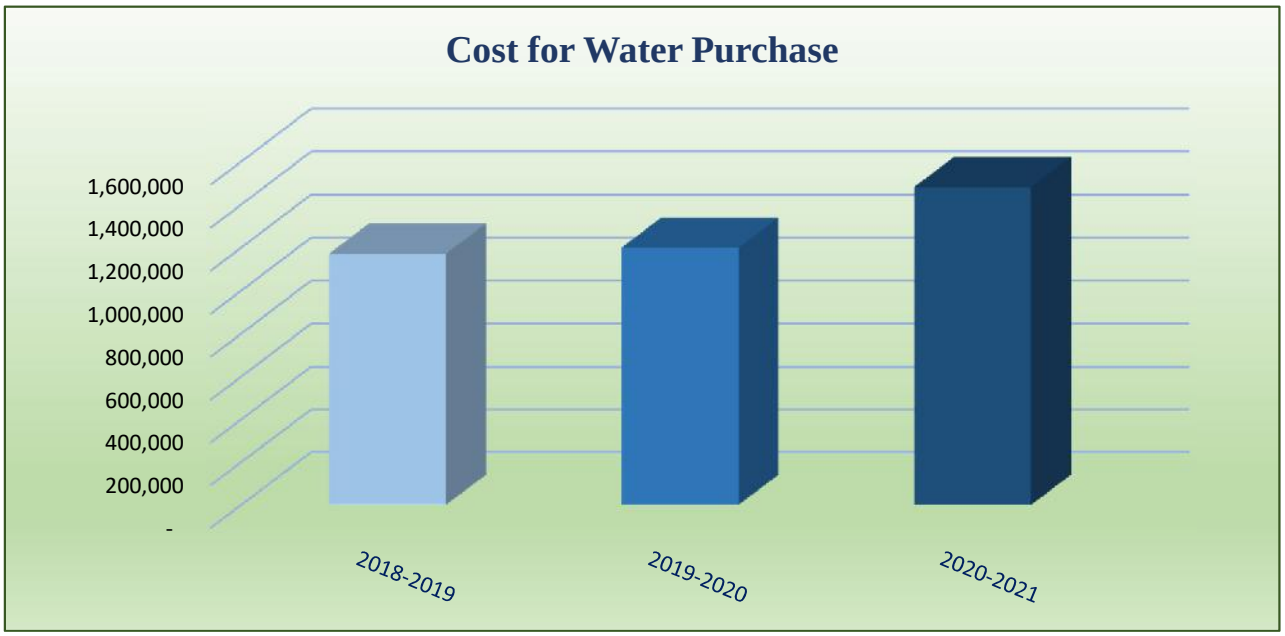
Utility Billing - Contractual category includes billing for solid waste services. The cost for solid waste collections increased an estimated 7% when compared to June, 2020. This trend is expected to continue as the population of the City grows.

Water - Contractal category includes water purchases from North Texas Municipal Water District. The cost to purchase water increases each fiscal year by an estimated 19% due to more customers being added to the system.



Over the last three fiscal years, approximately 2,500 customers have been added to the City's water and wastewater system. This is reflected in the increase in revenues and the increase in expenses.

Due to the increase in customers requiring water service from the City, the cost to purchase water from North Texas Municipal Water District has increased an estimated 23% over the prior year.



CITY OF PRINCETON

Impact Funds

FY 2020-21 (unaudited)

For the Nine Months Ended June 30, 2021

Roadway Impact Fund

	Revenues FY 2020-2021	Revenues FY 2019-2020
Impact Fees	$ 2,659,054	$ 1,356,399
Interest Income	144	1,766
	2,659,198	1,358,165

	Projects FY 2020-2021	Projects FY 2019-2020
Impact Fee Study	7,983	29,450
Land Purchase-10 acres	-	347,537
TxDOT - ROW	694,029	
Boorman Lane	15,133	-
N Beauchamp Blvd	506,730	-
Monte Carlo	-	492,284
	1,223,875	869,271
Fund Balance, beginning	3,873,137	2,914,125
Fund Balance, ending	$ 5,308,460	$ 3,403,019

Water/Wastewater Impact Fund

	Revenues FY 2020-2021	Revenues FY 2019-2020
Impact Fees - Water	$ 1,369,485	$ 1,088,667
Impact Fees - Wastewater	850,711	997,676
Interest Income	5,686	82,111
	2,225,882	2,168,454

	Projects FY 2020-2021	Projects FY 2019-2020
Impact Fee Study	2,255	$ 51,300
College Str water line	1,713	442,088
Peachtree sewer line	-	328,296
S Elevated Storage Tank	256,852	9,300
Cypress Bend-water & sewer	-	579,360
Tickey Creek sewer line	50,799	-
Myrick Lane water&sewer	58,935	30,178
Bridgewater sewer line	498,994	-
Forest Grove pump station	-	24,691
	867,293	1,413,913
Fund Balance, beginning	19,016,498	18,261,957
Fund Balance, ending	$ 20,375,087	$ 19,016,498

CITY OF PRINCETON

Construction in Process by Project
FY2020-2021 (unaudited)
as of June 30, 2021

Project Name	Proj #	Project Budget	Current FY Activity	Proj to-date Activity	Funding
City Hall - eng/design	B47	$ 1,050,740	$ -	$ 1,063,507	2016 CO, 2015 CO, Util Fund
City Hall - construction	B48	15,398,840	9,965,972	10,033,075	2020 CO
Fire Station #3	B30	2,650,233	2,506,137	2,650,233	2019 Tax Note
Fire Station #2-eng/design	F03	110,500	3,305	32,436	PID Fees
Veteran Memorial Park-eng/design	P16	122,000	-	42,777	CDC Funding
JJ (Book) Wilson Mem Park-eng/design	P24	192,050	74,844	168,586	PID Fees-Arcadia
Municipal Park-new City Hall eng/design/construction, furnishings	P26	2,411,194	364,652	523,793	CDC/2020 CO
Park Building-Caldwell Park eng/design	P30	53,000	11,013	11,013	Park Fees
Caldwell Park-Restroom facility & shade sail	P32	35,150			CDC
Beauchamp South-Ph III	R20	60,000	55,000	55,000	TIRZ, EDC
San Remo - eng/design	R35	100,000	-	45,526	
N Beauchamp PH II	R36	2,345,443	494,381	494,381	Impact Fees, Developer
N 4th/Oak Street Rehab-eng	R43	56,830	56,830	56,830	2019 Tax Note
Myrick Lane	R45	3,009,945	10,245	10,245	TIRZ Funds
Boorman Lane	R48	318,000	15,133	15,133	Developer
Tickey Drive - eng/design/construction	R53	1,830,731	200,619	200,619	2019 Tax Note
McLain Str Reconstruction	R56	313,866	128,576	128,576	2019 Tax Note
Tickey Creek bank stabilization	S32	150,000	4,023	4,023	Utility Funds
College Str lift station	S35	645,000	145,017	145,017	Utility Funds
6th Street lift stn improv	S36	49,510	50,100	50,100	Utility Fund
Myrick Lane sewer upgrade	S37, S38	1,342,039	519,134	622,391	Sewer Impact Fees
Dogwood pump stn improv	W19	488,550	501,129	557,435	Utility Funds

CITY OF PRINCETON

Construction in Process by Project

FY2020-2021 (unaudited)

as of June 30, 2021

Project Name	Proj #	Project Budget	Current FY Activity	Proj to-date Activity	Funding
Hwy 380 water line	W34	647,100	1,713	75,713	Water Impact Fees
6th Street Waterline	W35	66,700	8,205	8,205	Utility Funds
Park Trail - drainage imprv	D07	143,456	1,935	81,368	Stormwater Fund

Note: Construction of a project is budgeted after City Council approves the project and bids are received and awarded

CITY OF PRINCETON

Economic Development Corporation

FY2020-21 (unaudited)

For Nine Months Ended June 30, 2021

	BUDGET 2020-2021	ACTUAL 2020-2021	BUDGET 2019-2020	ACTUAL 2019-2020
REVENUES				
Sales Tax	$ 735,000	$ 854,815	$ 757,070	$ 510,754
Interest Income	20,000	842	20,000	12,404
Interest Income - PTX Storage	60,140	44,151	20,047	20,046
Sale of Land	600,000	1,516,311	344,797	344,797
TOTAL	1,415,140	2,416,119	1,141,914	888,001
EXPENDITURES				
Personnel	-	-	86,725	64,722
Supplies & Maintenance	200	-	7,820	6,100
Promotional/Marketing	24,000	32,650	24,000	25,302
Contractual	98,740	74,522	22,075	14,994
Projects:		-		
Community Events	17,000	12,750	17,000	12,750
Market Days	-	-	4,000	4,000
Voucher Stimulus Program	21,225	21,225	44,571	5,700
Old Downtown	200,000	-	160,000	28,840
Ind Park & Marketing	246,399	85,557	175,000	49,542
Myrick Lane	150,000	-	499,000	461,805
S Beauchamp Blvd	68,000	55,000	-	-
Town Center	200,000	22,500	50,000	22,500
Debt	75,000	-	75,000	-
	1,100,564	304,204	1,165,191	696,255
CHANGE IN NET POSITION	314,576	2,111,915	(23,277)	191,746
Beginning Retained Earnings, October 1	1,537,305	1,537,305	1,345,559	1,345,559
Ending Retained Earnings, September 30	$ 1,851,881	$ 3,649,220	$ 1,322,282	$ 1,537,305

Beginning in FY2021, personnel costs and other administrative costs are paid to the City's General Fund in quarterly transfers.

CITY OF PRINCETON

Community Development Corporation

FY2020-21 (unaudited)

For Nine Months Ended June 30, 2021

	BUDGET 2020-2021	ACTUAL 2020-2021	BUDGET 2019-2020	ACTUAL 2019-2020
REVENUES				
Sales Tax	$ 735,000	$ 854,815	$ 757,070	$ 510,754
Interest Income	16,000	566	13,000	15,414
TOTAL	751,000	855,381	770,070	526,168
EXPENDITURES				
Personnel	-	-	86,725	64,720
Supplies & Maintenance	700	-	12,000	10,962
Promotional/Marketing	40,000	28,650	40,355	45,468
Contractual	106,755	71,599	19,257	14,176
Projects:		-		
Community Events	17,000	12,750	17,000	12,750
Voucher Stimulus Program	21,225	21,225	44,571	2,600
Community Center	622,025	310,553	1,245,000	548,266
Automatic Electronic Defibulator	-	-	-	
UTV's - Public Safety	-	-	56,428	56,607
Street beautification-Monte Carlo	-	-	184,765	184,765
Park-Municipal complex	100,000	-	113,350	113,168
Landscaping/signage/lights	60,000	41,332	-	-
Park Master Plan	78,000	57,841	2,000	
Special Events - street barricades	-	-	5,879	5,879
Market Days	-	-	5,000	5,000
Park equipment	30,000	28,067	5,000	
Veteran's Memorial Park	-	-	159,000	18,275
Disc Golf Coure improvements	7,500	7,500	-	
Caldwell Park Improvements	117,000	46,226	199,678	119,491
Parkview Heights Park	12,000	-	2,000	-
Debt	229,940	-	238,060	-
	1,442,145	625,743	2,436,068	1,202,127
CHANGE IN NET POSITION	(691,145)	229,638	(1,665,998)	(675,959)
Beginning Retained Earnings, October 1	235,462	235,462	911,421	911,421
Ending Retained Earnings, September 30	$ (455,683)	$ 465,100	$ (754,577)	$ 235,462

Beginning in FY2021, personnel costs and other administrative costs are paid to the City's General Fund in quarterly transfers.

INVESTMENT REPORT

FUND	DESC	ENDING BALANCE 3/31/2021	DEPOSITS	WITHDRAWALS	INTEREST	ENDING BALANCE 3/31/2021	% OF TOTAL	6/30/2021 YIELD/ APR	Treasury Bills 6/30/2021
LOCAL GOVERNMENT INVESTMENT POOL - TEXPOOL									
GENERAL FUND	TEXPOOL RESERVE FUND	$ 6,057,985	$ -	$ -	$ 186	$ 6,058,171		0.0189%	
GENERAL FUND	TEXPOOL FIRE DEPARTMENT	966,027	300,000	(8,120)	35	1,257,942		0.0189%	
GENERAL FUND	TEXPOOL ROADWAY IMPACT	1,673,757	-	-	50	1,673,807		0.0189%	
CAPITAL IMPROVEMENTS FUNI	TEXPOOL STREET IMPROVEMENTS 2019 TAX N	6,341,711	-	-	193	6,341,904		0.0189%	
DEBT SERVICE FUND	TEXPOOL DEBT SERVICE FUND	1,833,204	47,745	-	-	1,880,949		0.0189%	
CDC CORPORATION	TEXPOOL COMMUNITY DEVELOPMENT CORP	1,384,100	288,827	(272,508)	42	1,400,461		0.0189%	
EDC CORPORTATION	TEXPOOL ECONOMIC DEVELOPMENT CORP.	2,251,926	288,827	(39,500)	72	2,501,325		0.0189%	
ENTERPRISE FUND	TEXPOOL 2007 CO	5,928	-	-	-	5,928		0.0189%	
ENTERPRISE FUND	TEXPOOL UTILITY CUSTOMERS DEPOSITS	555,984	-	-	17	556,001		0.0189%	
ENTERPRISE FUND	TEXPOOL UTILITY RESERVE	3,511,313	-	-	107	3,511,420		0.0189%	
ENTERPRISE FUND	TEXPOOL UTILITY IMPACT ACCOUNT	13,525,125	-	-	412	13,525,537		0.0189%	
TOTAL - LOCAL GOVERNMENT INVESTMENT POOL - TEXPOOL		**38,107,060**	**925,399**	**(320,128)**	**1,114**	**38,713,445**	**59.00%**		
TEXPOOL NET ASSET VALUE PER SHARE						$ 1.00010			
TEXPOOL WEIGHTED AVERAGE MATURITY (DAYS)						29			
TEXSTAR ACCOUNTS									
TEXSTAR	TEXSTAR - PID FEES	$ 770,466	$ 388,800	$ (27,191)	$ 21	$ 1,132,096		0.0100%	
TEXSTAR	TEXSTAR - 2020 CERTIFICATE OF OBLIGATIONS	13,639,731	-	(4,281,414)	299	9,358,616		0.0100%	
TEXSTAR	TEXSTAR - STREET 2019 TAX NOTE	2,928,315	-	(205,838)	52	2,722,529		0.0100%	
TEXSTAR	TEXSTAR - FIRE STN 2019 TAX NOTE	1,128,428	-	(904,211)	35	224,252		0.0100%	
TEXSTAR	TEXSTAR 2014 CERTIFICATE OF OBLIGATION	105,602	-	-	3	105,605		0.0100%	
TOTAL - LOCAL GOVERNMENT INVESTMENT POOL - TEXSTAR		**18,572,542**	**388,800**	**(5,418,654)**	**410**	**13,543,098**	**20.64%**		
TEXSTAR NET ASSET VALUE PER SHARE						$ 1.000072			
TEXSTAR WEIGHTED AVERAGE MATURITY (DAYS)						52			
FIRST STATE BANK									
OPERATING ACCOUNT	FB&T CONSOLIDATED CASH	9,671,750	14,701,633	(13,543,588)	828	10,830,623		0.05%	
OPERATING MONEY MARKET	FB&T CONSOLIDATED CASH MONEY MARKET	1,260,873	-	-	314	1,261,187		0.10%	
OPERATING PAYROLL	FB&T PAYROLL	(4)	1,226,879	(1,049,544)	-	177,331		0.00%	
CIP PARK ACCOUNT	FB&T PARK IMPROVEMENT	42,934	-	-	10	42,944		0.10%	
GEN. FUND POLICE ACCOUNT	FB&T LAW ENFORCEMENT SEIZURE	4,826	-	-	1	4,827		0.10%	
GEN. FUND POLICE ACCOUNT	FB&T POLICE EVIDENCE FUND	4,688	2,818	-	-	7,506		0.00%	
CIP STREET IMPROVE.	FB&T STREET IMPROVEMENT	120,038	-	-	29	120,067		0.10%	
WATER CUSTOMER DEP.	FB&T WATER METER DEPOSITS	294,805	92,852	-	26	387,683		0.10%	
CITIZENS CD RESERVES	FB&T GENERAL RESERVES CD	530,621	-	-	388	531,009		0.30%	
TOTAL - FIRST STATE BANK		**11,930,531**	**16,024,182**	**(14,593,132)**	**1,596**	**13,363,178**	**20.36%**		
GRAND TOTAL CASH AND INVESTMENTS		**$ 68,610,133**	**$ 17,338,381**	**$ (20,331,914)**	**$ 3,120**	**$ 65,619,721**			**0.05%**

COLLATERALIZATION OF BANK DEPOSITS

	BOOK VALUE 6/30/2021	MARKET VALUE 6/30/2021
TOTAL FEDERAL SECURITIES	$ 13,826,160	$ 13,842,379
BANK BALANCE		13,363,178
FDIC COVERAGE		(500,000)
DIFFERENCE		12,863,178
DIFFERENCE @ 102%		1.02
AMOUNT TO BE COVERED BY COLLATERAL		$ 13,120,441
PEOPLES BANK PLEDGE COLLATERAL		$ 13,842,379
OVER COLLATERALIZED		$ 721,938

The undersigned serves as the Investment Officer for the City of Princeton. I certify that all instruments held in the City's investment portfolios for the period of April 1, 2021 through JUNE 30, 2021: (a) met the investment guidelines and complied with the investment strategies as authorized by the City's Investment Policies, and (b) did not violate any applicable provisions of section 2256 of the Government Code of Texas.

SIGNED:

8-4-21

INVESTMENT OFFICER DATE

SIGNED:

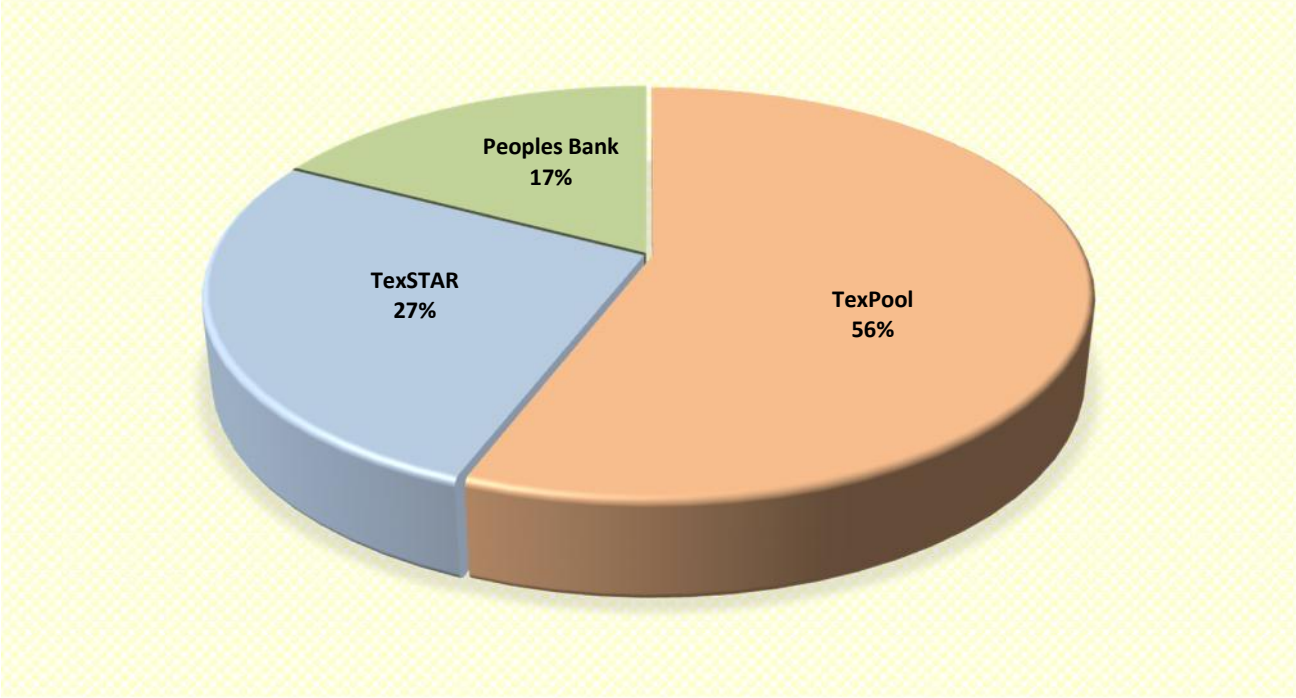
8-4-2021

INVESTMENT OFFICER DATE

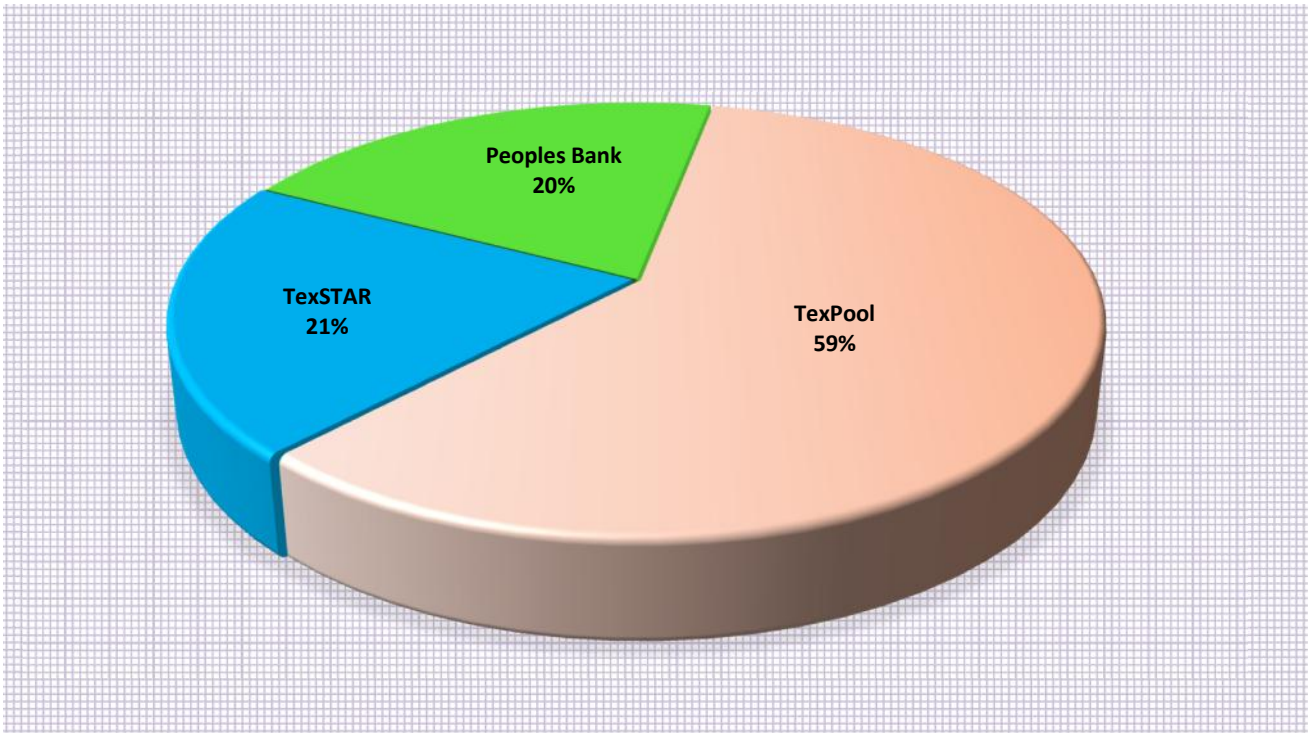
CITY OF PRINCETON, TEXAS

Quarterly Portfolio Change

as of 3/31/2021



as of 6/30/2021



PETITION FOR REMOVAL OF LAND FROM WINCHESTER PUBLIC IMPROVEMENT DISTRICT NO. 1

The City of Princeton, Texas (***City***), the owner of a parcel of taxable real property, and pursuant to Section 372.005 of the Texas Local Government Code (the ***Act***), hereby submits this petition to conduct a hearing on this Petition and to remove land that was erroneously included in the Winchester Public Improvement District No. 1 (the ***District***) , This petition and request are submitted pursuant to Chapter 372, Texas Local Government Code, as amended.

1. The boundaries of the land to be removed from the District (the ***Property***) are set forth in Exhibit "A" attached hereto and incorporated by reference herein.

2. The Property is not benefitted by any public improvements constructed for the benefit of the District and therefore shall not be assessed for any public improvements for the District. However, for the purposes of compliance with the Act, the following are the general nature of the public improvements within the District (the ***Improvements***): (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iv) construction or improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of off-street parking facilities; (vii) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (viii) the establishment or improvement of parks; (ix) projects similar to those listed in (i)-(viii); (x) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (xi) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xii) payment of expenses incurred in the establishment, administration, and operation of the District. The total estimated cost of all Improvements for the District is $26,000,000.

3. The City 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 although the Property shall not be assessed. Each assessment can be paid in part or in full at any time (including interest), and certain assessments can be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those public. Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those public Improvements (including interest). All of the costs of the Improvements are apportioned to and paid by assessment of the property within the District. The City pays none of the costs of the Improvements. Any remaining costs of the Improvements are paid from sources other than assessment of the property within the District.

4. The District is managed by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

5. The City requests the removal of the Property from the District. This Petition will be filed with the City Secretary, City of Princeton, Texas.

6. An Advisory Body has not been established to manage the District. The City is the owner of 100% of taxable real property subject to this removal request.

EXECUTED ON AUGUST 9, 2021.

CITY OF PRINCETON, TEXAS

By: _____

Brianna Chacon; Mayor

ATTEST:

By: _____

Tabatha Monk; City Secretary

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 9th day of August 2021, by Brianna Chacon, Mayor of the City of Princeton and Tabatha Monk, City Secretary of the City of Princeton, on behalf of said City.

_____
Notary Public, State of Texas

[SEAL]

EXHIBIT A – LEGAL DESCRIPTION OF LAND TO REMOVED FROM THE WINCHESTER PUBLIC IMPROVEMENT DISTRICT NO. 1

Being a parcel of land located in the City of Princeton, Collin County Texas, a part of the Hardin Wright Survey, Abstract Number 957, and being a part of that called 178.954 acre tract of land described in deed to D.R. Horton - Texas, LTD as recorded in Document Number 20170530000689080, Official Public Records of Collin County, Texas;

BEGINNING at a one-half inch iron rod found for corner at the northwest corner of said 178.954 acre tract, said point being the northerly northeast corner of that called 10.00 acre tract described in deed to The City of Princeton, Texas as recorded in Document Number 20191015001296900, Official Public Records of Collin County, Texas, said point also being in the approximate centerline of County Road 400 (C.R. 400) from which said point bears North 88 degrees 30 minutes 24 seconds West, 100.43 to a one-half inch iron rod found at the northwest corner of said 10.00 acre tract;

THENCE South 88 degrees 41 minutes 56 seconds East, 1,134.87 feet along the north line of said 178.954 acre tract and the approximate centerline of C.R. 400 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly 1,045.56 feet along a curve to the left, having a central angle of 49 degrees 55 minutes 18 seconds, a radius of 1,200.00 feet, a tangent of 558.57 feet, and whose chord bears South 66 degrees 20 minutes 24 seconds West, 1,012.80 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner in the common line of said 178.954 acre tract and said 10.00 acre tract;

THENCE South 89 degrees 29 minutes 31 seconds West, 196.76 feet to a one-half inch capped iron rod stamped “GEER” found for corner, said point being a common corner of said 178.954 acre tract and said 10.00 acre tract;

THENCE North 01 degrees 20 minutes 30 seconds West, 434.07 feet along common line of said 178.954 acre tract and said 10.00 acre tract to the POINT OF BEGINNING and containing 208,805 square feet and 4.794 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (north central zone 4202 state plane coordinates, nad83), distances shown hereon are grid distance values.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COLLIN COUNTY
CITY OF PRINCETON

We, the undersigned officers of the City of Princeton (the ***City***), hereby certify as follows:

1. The Council convened in a regular meeting on August 9, 2021, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Council, to wit:

Brianna Chacon, Mayor	David Kleiber, Place 1
Mike Robertson, Place 2	Bryan Washington, Place 3
Keven Underwood, Place 4	Steve Deffibaugh, Place 5 and Mayor Pro-Tempore

and all of said persons were present, except _____ thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, ACCEPTING FOR FILING A PETITION REQUESTING THE ADDITION OF LAND AND A PETITION REQUESTING THE REMOVAL OF LAND IN THE WINCHESTER PUBLIC IMPROVEMENT DISTRICT NO. 1 AND CALLING A PUBLIC HEARING

was duly introduced for the consideration of said Council. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried, with all members of said Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in said Council's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from said Council's minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Council as indicated therein; that each of the officers and members of said Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given all as required by the Texas Government Code, Chapter 551.

3. The City Council has approved and hereby approves the Resolution; and the Mayor and City Secretary hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED ON AUGUST 9, 2021.

Tabatha Monk City Secretary	Brianna Chacon Mayor

(CITY SEAL)

CITY OF PRINCETON, TEXAS

RESOLUTION NO. 2021-[_____]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, ACCEPTING FOR FILING A PETITION REQUESTING THE ADDITION OF LAND AND A PETITION REQUESTING THE REMOVAL OF LAND IN THE WINCHESTER PUBLIC IMPROVEMENT DISTRICT NO. 1 AND CALLING A PUBLIC HEARING

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

WHEREAS, the City has previously created Winchester Public Improvement District No. 1 (the "*District*") pursuant to Resolution 2019-01-14-R-01 adopted on January 14, 2019 (the "*Creation Resolution*");

WHEREAS, on July 19, 2021, the owners certain real property (the "*Additional Land*") delivered to the City of Princeton, Texas a petition (the "*Addition 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 Additional Land and more than fifty percent (50%) of all record owners of property liable for assessment within the Additional Land have executed the Addition Petition requesting the addition of such Additional Land to the District; and

WHEREAS, the Act states that a petition to include land in a public improvement district 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 City is the owner of 4.794 acres of land ("*Removed Land*") that was erroneously included in the boundaries of the District and the City has prepared a petition ("*Removal Petition*") to request removal of this acreage from the District and the Removal Petition is attached as ***Exhibit B***; and

WHEREAS, the Act further requires that prior to the adoption of the resolution determining the boundaries of 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 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 PRINCETON, 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 Addition Petition and Removal Petition (together, the "*Petitions*") and determined that they comply with the requirements of the Act and the City Council

accepts the Petitions. The Petitions have been filed with the office of the City Secretary and are available for public inspection.

Section 3. The City Council calls a public hearing to be scheduled at 6:30 p.m. on September 13, 2021 to be held at Princeton City Hall, 123 West Princeton Drive, Princeton, Texas 75407 on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the addition of land and removal of land, and 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 C*** 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 the Additional Land and Removed Land, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the addition of the Additional Land and the removal of the Removed Land in the District.

Section 4. The Public Hearing may be adjourned from time to time. Upon the closing of the Public Hearing, the City Council may consider the adoption of a resolution adding the Additional Land and removing the Removed Land to the District or may defer the adoption of such a resolution for up to six months. The addition of the Additional Land and removal if the Removed Land from the District is within the sole discretion of the City Council.

Section 5. The City Council hereby authorizes and directs the City Secretary 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 the Additional Land and Removed Land as reflected on the tax rolls.

[Remainder of page left blank intentionally.]

Exhibit A

[Land Addition Petition]

PETITION FOR ADDITION OF LAND INTO
WINCHESTER PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF PRINCETON, TEXAS:

COMES NOW D.R. HORTON – TEXAS, LTD., a Texas limited partnership ("Owner"), the owner of a parcel of taxable real property, and pursuant to Section 372.005 of the Texas Local Government Code (the "Act"), who hereby petitions the City of Princeton, Texas ("City"), to conduct a hearing on this Petition and to add land to Winchester Public Improvement District (the "District") pursuant to Chapter 372, Texas Local Government Code, as amended."). In support of same, Owner would respectfully show the following:

I.

The boundaries of the land proposed to be added to the District (the "Property") are set forth in Exhibit "A" attached hereto and incorporated by reference herein.

II.

The general nature of the public improvements within the District (the "Improvements") are: (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iv) construction or improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of off-street parking facilities; (vii) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (viii) the establishment or improvement of parks; (ix) projects similar to those listed in (i)-(viii); (x) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (xi) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xii) payment of expenses incurred in the establishment, administration, and operation of the District.

III.

The estimated total cost of the Improvements necessary to serve the Property is $100,000.

IV.

The City levies assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment can be paid in part or in full at any time (including interest), and certain assessments can be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those public

Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those public Improvements (including interest).

V.

All of the costs of the Improvements are apportioned to and paid by assessment of the property within the District. The City pays none of the costs of the Improvements. Any remaining costs of the Improvements are paid from sources other than assessment of the property within the District.

VI.

The District is managed by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition request the addition of the Property into the District.

VIII.

An Advisory Body has not been established to manage the District.

IX.

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) 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 the record owners of real property liable for assessment under the proposal who (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition will be filed with the City Secretary, City of Princeton, Texas.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this 19th day of July, 2021.

D.R. HORTON – TEXAS, LTD.,
a Texas limited partnership

By: D.R. Horton, Inc.,
a Delaware corporation,
its authorized agent

By: _____
Name: David L Booth
Its: Asst VP

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 19 day of July, 2021, by David Booth, Asst VP of D.R. Horton, Inc., a Delaware corporation, authorized agent of D.R. Horton – Texas, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Karen Williams
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
KAREN WILLIAMS
Notary ID #125155758
My Commission Expires
February 7, 2025

EXHIBIT "A"
Legal Description

TRACT 1
Being a parcel of land located in Collin County Texas, a part of the Hardin Wright Survey, Abstract Number 957, and also being a part of that called 177.029 acre tract of land described in deed to D.R. Horton- Texas, Ltd. as recorded in Document Number 20200220000240210, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point for corner at an interior ell corner of said 177.029 acre tract, said point being the southwest corner of that called 178.954 acre tract of land described in deed to D.R. Horton- Texas, Ltd. as recorded in Document Number 20170530000689080, Official Public Records of Collin County, Texas;

THENCE South 89 degrees 28 minutes 52 seconds West, 87.47 feet to a point for corner;

THENCE Northeasterly, 294.24 feet along a curve to the left having a central angle of 14 degrees 39 minutes 35 seconds, a radius of 1,150.00 feet, a tangent of 147.93 feet and whose chord bears North 08 degrees 19 minutes 10 seconds East, 293.44 feet to a point for corner;

THENCE North 00 degrees 59 minutes 21 seconds East, 646.76 feet to a point for corner;

THENCE Northeasterly, 138.02 feet along a curve to the right having a central angle of 05 degrees 51 minutes 28 seconds, a radius of 1,350.00 feet, a tangent of 69.07 feet and whose chord bears North 03 degrees 55 minutes 07 seconds East, 137.96 feet to a point for corner;

THENCE North 89 degrees 24 minutes 41 seconds East, 42.97 feet to a point for corner at a common ell corner of said 177.029 acre tract and said 178.954 acre tract;

THENCE South 00 degrees 59 minutes 23 seconds West, 1,063.27 feet to the POINT OF BEGINNING and containing 56,429 square feet or 1.295 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (north central zone 4202 state plane coordinates, nad83), distances shown hereon are grid distance values.

TRACT 2

Being a parcel of land located in Collin County Texas, a part of the Hardin Wright Survey, Abstract Number 957, and also being a part of that called 177.029 acre tract of land described in deed to D.R. Horton- Texas, Ltd. as recorded in Document Number 20200220000240210, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a five-eighths inch iron rod with cap stamped "BENCHMARK GROUP" found at a common ell corner of said 177.029 acre tract and that called 178.954 acre tract of land described in deed to D.R. Horton – Texas, LTD as recorded in Document Number 20170530000689080, Official Public Records of Collin County, Texas;

THENCE South 89 degrees 24 minutes 41 seconds West, 212.24 feet, along a common line of said 177.029 acre tract and said 178.954 acre tract to a point for corner, from which said point for corner bears South 89 degrees 24 minutes 41 seconds West, 57.95 feet to a three-eighths inch iron rod found for a common corner of said 177.029 acre tract and said 178.954 acre tract;

THENCE Northeasterly, 30.08 feet along a curve to the right having a central angle of 01 degrees 22 minutes 44 seconds, a radius of 1250.00 feet, a tangent of 15.04 feet, whose chord bears North 08 degrees 08 minutes 08 seconds East, 30.08 feet to a point for corner;

THENCE North 89 degrees 29 minutes 08 seconds East, 208.88 feet to a point for corner in a common line of said 177.029 acre tract and said 178.954 acre tract;

THENCE South 01 degrees 45 minutes 15 seconds West, 29.49 feet along a common line of said 177.029 acre tract and said 178.954 acre tract to the POINT OF BEGINNING and containing 6,235 square feet or 0.143 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (north central zone 4202 state plane coordinates, nad83), distances shown hereon are grid distance values.

Exhibit B

[Land Removal Petition]

PETITION FOR REMOVAL OF LAND FROM WINCHESTER PUBLIC IMPROVEMENT DISTRICT NO. 1

The City of Princeton, Texas (***City***), the owner of a parcel of taxable real property, and pursuant to Section 372.005 of the Texas Local Government Code (the ***Act***), hereby submits this petition to conduct a hearing on this Petition and to remove land that was erroneously included in the Winchester Public Improvement District No. 1 (the ***District***) , This petition and request are submitted pursuant to Chapter 372, Texas Local Government Code, as amended.

1. The boundaries of the land to be removed from the District (the ***Property***) are set forth in Exhibit "A" attached hereto and incorporated by reference herein.

2. The Property is not benefitted by any public improvements constructed for the benefit of the District and therefore shall not be assessed for any public improvements for the District. However, for the purposes of compliance with the Act, the following are the general nature of the public improvements within the District (the ***Improvements***): (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iv) construction or improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of off-street parking facilities; (vii) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (viii) the establishment or improvement of parks; (ix) projects similar to those listed in (i)-(viii); (x) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (xi) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xii) payment of expenses incurred in the establishment, administration, and operation of the District. The total estimated cost of all Improvements for the District is $26,000,000.

3. The City 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 although the Property shall not be assessed. Each assessment can be paid in part or in full at any time (including interest), and certain assessments can be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those public. Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those public Improvements (including interest). All of the costs of the Improvements are apportioned to and paid by assessment of the property within the District. The City pays none of the costs of the Improvements. Any remaining costs of the Improvements are paid from sources other than assessment of the property within the District.

4. The District is managed by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

5. The City requests the removal of the Property from the District. This Petition will be filed with the City Secretary, City of Princeton, Texas.

6. An Advisory Body has not been established to manage the District. The City is the owner of 100% of taxable real property subject to this removal request.

EXECUTED ON AUGUST 9, 2021.

CITY OF PRINCETON, TEXAS

By: _____

Brianna Chacon; Mayor

ATTEST:

By: _____

Tabatha Monk; City Secretary

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 9th day of August 2021, by Brianna Chacon, Mayor of the City of Princeton and Tabatha Monk, City Secretary of the City of Princeton, on behalf of said City.

_____
Notary Public, State of Texas

[SEAL]

EXHIBIT A – LEGAL DESCRIPTION OF LAND TO REMOVED FROM THE WINCHESTER PUBLIC IMPROVEMENT DISTRICT NO. 1

Being a parcel of land located in the City of Princeton, Collin County Texas, a part of the Hardin Wright Survey, Abstract Number 957, and being a part of that called 178.954 acre tract of land described in deed to D.R. Horton - Texas, LTD as recorded in Document Number 20170530000689080, Official Public Records of Collin County, Texas;

BEGINNING at a one-half inch iron rod found for corner at the northwest corner of said 178.954 acre tract, said point being the northerly northeast corner of that called 10.00 acre tract described in deed to The City of Princeton, Texas as recorded in Document Number 20191015001296900, Official Public Records of Collin County, Texas, said point also being in the approximate centerline of County Road 400 (C.R. 400) from which said point bears North 88 degrees 30 minutes 24 seconds West, 100.43 to a one-half inch iron rod found at the northwest corner of said 10.00 acre tract;

THENCE South 88 degrees 41 minutes 56 seconds East, 1,134.87 feet along the north line of said 178.954 acre tract and the approximate centerline of C.R. 400 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly 1,045.56 feet along a curve to the left, having a central angle of 49 degrees 55 minutes 18 seconds, a radius of 1,200.00 feet, a tangent of 558.57 feet, and whose chord bears South 66 degrees 20 minutes 24 seconds West, 1,012.80 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner in the common line of said 178.954 acre tract and said 10.00 acre tract;

THENCE South 89 degrees 29 minutes 31 seconds West, 196.76 feet to a one-half inch capped iron rod stamped “GEER” found for corner, said point being a common corner of said 178.954 acre tract and said 10.00 acre tract;

THENCE North 01 degrees 20 minutes 30 seconds West, 434.07 feet along common line of said 178.954 acre tract and said 10.00 acre tract to the POINT OF BEGINNING and containing 208,805 square feet and 4.794 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (north central zone 4202 state plane coordinates, nad83), distances shown hereon are grid distance values.

Exhibit C

NOTICE OF PUBLIC HEARING REGARDING THE ADDITION OF LAND TO AND REMOVAL OF LAND FROM THE WINCHESTER PUBLIC IMPROVEMENT DISTRICT NO. 1

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 Princeton, Texas ("Princeton"), will hold a public hearing to accept public comments and discuss the following petitions: (i) a petition (the "Addition Petition"), filed by D.R. HORTON – TEXAS, LTD., a Texas limited partnership requesting that Princeton add certain property ("Additional Property") owned by the petitioner to the Winchester Public Improvement District No. 1 (the "District") and (ii) a petition (the "Removal Petition"), filed by the City of Princeton requesting the removal of certain City-owned property ("Removed Property") from the District.

The public hearing will start at or after 6:30 p.m. on September 13, 2021 to be held at Princeton City Hall, 123 West Princeton Drive, Princeton, Texas 75407.

The purposes of the addition of the Additional Property subject to the Addition Petition include the design, acquisition and construction of those improvements for which the District was created and identified in the resolution creating the District (the "Initial Improvements"), Resolution 2019-01-14-R-01 adopted by the City Council on January 14, 2019 (the "Creation Resolution") and additional improvements including the design, acquisition, and construction of public improvement projects authorized by Chapter 372, Texas Local Government Code (the "Act") that are necessary for development of the Additional Property, which public improvements will include (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iv) construction or improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of off-street parking facilities; (vii) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (viii) the establishment or improvement of parks; (ix) projects similar to those listed in (i)-(viii); (x) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (xi) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xii) payment of expenses incurred in the establishment, administration, and operation of the District (collectively, the "Additional Improvements" and, together with the Initial Improvements, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Additional Property. The purpose of the removal of the land described in the Removal Petition is to remove property erroneously included in the District that is not benefitted by any of the Authorized Improvements.

The estimated cost to design, acquire and construct the Additional Improvements benefitting the Additional Property, 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 $100,000. This cost amount is in addition to the $26,600,000 costs of improvements identified in the Creation Resolution.

Proposed District Boundaries. The Additional Property includes approximately 1.44 acres located adjacent to the District as created by the Creation Resolution all as more particularly described by a metes and bounds description attached as Exhibit A. The Removed Property includes approximately 4.80 acres located adjacent to the District as created by the Creation Resolution all as more particularly described by a metes and bounds description attached as Exhibit A.

Proposed Method of Assessment. The proposed method of assessment will be identical to the proposed method of assessment approved by the City in the Creation Resolution. A revised assessment

methodology will be prepared that will address (i) how the costs of the Authorized Improvements financed with the assessments are assessed against the property within the District, (ii) the assessments to be collected each year, (iii) provisions providing for the prepayment of the assessments at the option of the owner of any portion of the property within the District, (iv) the reallocation of the assessment upon the subdivision of a portion of the property within the District, and (v) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District) and (vi) repayment of bonds issued to finance the Authorized Improvements. Additionally, a report will be prepared showing the special benefits accruing to the property within the District and how the costs of the Authorized Improvements are assessed to the property within the District on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on the portions of the property within the District similarly benefited.

Princeton shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from assessments to be levied in the District or bonds to be issued by the City, which bonds will be repaid from the assessments and from other sources of funds, if any, available to the Petitioner.

EXHIBIT A – LEGAL DESCRIPTION OF ADDITIONAL LAND

TRACT 1: Being a parcel of land located in Collin County Texas, a part of the Hardin Wright Survey, Abstract Number 957, and also being a part of that called 177.029 acre tract of land described in deed to D.R. Horton- Texas, Ltd. as recorded in Document Number 20200220000240210, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point for corner at an interior ell corner of said 177.029 acre tract, said point being the southwest corner of that called 178.954 acre tract of land described in deed to D.R. Horton- Texas, Ltd. as recorded in Document Number 20170530000689080, Official Public Records of Collin County, Texas;

THENCE South 89 degrees 28 minutes 52 seconds West, 87.47 feet to a point for corner;

THENCE Northeasterly, 294.24 feet along a curve to the left having a central angle of 14 degrees 39 minutes 35 seconds, a radius of 1,150.00 feet, a tangent of 147.93 feet and whose chord bears North 08 degrees 19 minutes 10 seconds East, 293.44 feet to a point for corner;

THENCE North 00 degrees 59 minutes 21 seconds East, 646.76 feet to a point for corner;

THENCE Northeasterly, 138.02 feet along a curve to the right having a central angle of 05 degrees 51 minutes 28 seconds, a radius of 1,350.00 feet, a tangent of 69.07 feet and whose chord bears North 03 degrees 55 minutes 07 seconds East, 137.96 feet to a point for corner;

THENCE North 89 degrees 24 minutes 41 seconds East, 42.97 feet to a point for corner at a common ell corner of said 177.029 acre tract and said 178.954 acre tract;

THENCE South 00 degrees 59 minutes 23 seconds West, 1,063.27 feet to the POINT OF BEGINNING and containing 56,429 square feet or 1.295 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (north central zone 4202 state plane coordinates, nad83), distances shown hereon are grid distance values.

TRACT 2: Being a parcel of land located in Collin County Texas, a part of the Hardin Wright Survey, Abstract Number 957, and also being a part of that called 177.029 acre tract of land described in deed to

D.R. Horton- Texas, Ltd. as recorded in Document Number 20200220000240210, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a five-eighths inch iron rod with cap stamped "BENCHMARK GROUP" found at a common ell corner of said 177.029 acre tract and that called 178.954 acre tract of land described in deed to D.R. Horton – Texas, LTD as recorded in Document Number 20170530000689080, Official Public Records of Collin County, Texas;

THENCE South 89 degrees 24 minutes 41 seconds West, 212.24 feet, along a common line of said 177.029 acre tract and said 178.954 acre tract to a point for corner, from which said point for corner bears South 89 degrees 24 minutes 41 seconds West, 57.95 feet to a three-eighths inch iron rod found for a common corner of said 177.029 acre tract and said 178.954 acre tract;

THENCE Northeasterly, 30.08 feet along a curve to the right having a central angle of 01 degrees 22 minutes 44 seconds, a radius of 1250.00 feet, a tangent of 15.04 feet, whose chord bears North 08 degrees 08 minutes 08 seconds East, 30.08 feet to a point for corner;

THENCE North 89 degrees 29 minutes 08 seconds East, 208.88 feet to a point for corner in a common line of said 177.029 acre tract and said 178.954 acre tract;

THENCE South 01 degrees 45 minutes 15 seconds West, 29.49 feet along a common line of said 177.029 acre tract and said 178.954 acre tract to the POINT OF BEGINNING and containing 6,235 square feet or 0.143 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (north central zone 4202 state plane coordinates, nad83), distances shown hereon are grid distance values.

LEGAL DESCRIPTION OF REMOVED LAND

Being a parcel of land located in the City of Princeton, Collin County Texas, a part of the Hardin Wright Survey, Abstract Number 957, and being a part of that called 178.954 acre tract of land described in deed to D.R. Horton - Texas, LTD as recorded in Document Number 20170530000689080, Official Public Records of Collin County, Texas;

BEGINNING at a one-half inch iron rod found for corner at the northwest corner of said 178.954 acre tract, said point being the northerly northeast corner of that called 10.00 acre tract described in deed to The City of Princeton, Texas as recorded in Document Number 20191015001296900, Official Public Records of Collin County, Texas, said point also being in the approximate centerline of County Road 400 (C.R. 400) from which said point bears North 88 degrees 30 minutes 24 seconds West, 100.43 to a one-half inch iron rod found at the northwest corner of said 10.00 acre tract;

THENCE South 88 degrees 41 minutes 56 seconds East, 1,134.87 feet along the north line of said 178.954 acre tract and the approximate centerline of C.R. 400 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly 1,045.56 feet along a curve to the left, having a central angle of 49 degrees 55 minutes 18 seconds, a radius of 1,200.00 feet, a tangent of 558.57 feet, and whose chord bears South 66 degrees 20 minutes 24 seconds West, 1,012.80 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the common line of said 178.954 acre tract and said 10.00 acre tract;

THENCE South 89 degrees 29 minutes 31 seconds West, 196.76 feet to a one-half inch capped iron rod stamped “GEER” found for corner, said point being a common corner of said 178.954 acre tract and said 10.00 acre tract;

THENCE North 01 degrees 20 minutes 30 seconds West, 434.07 feet along common line of said 178.954 acre tract and said 10.00 acre tract to the POINT OF BEGINNING and containing 208,805 square feet and 4.794 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (north central zone 4202 state plane coordinates, nad83), distances shown hereon are grid distance values.

CITY OF PRINCETON, TEXAS
COMMITMENT OF FUNDS FOR SPECIFIC PROJECT

RESOLUTION NO. 2021-08-09-R01

A RESOLUTION OF THE CITY OF PRINCETON, TEXAS, AUTHORIZING INDIVIDUAL PROJECT ORDER #141 FOR THE DESIGN OF THE RECREATION CENTER SITE TEMPORARY OVERFLOW PLAYING FIELDS, AUTHORIZING THE FUNDING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS

WHEREAS, the governing body of the City of Princeton has determined that it is in the best interest of the City to design the recreation center site temporary overflow playing fields; and

WHEREAS, Kimley-Horn Engineers have prepared Individual Project order #141 for the project and is attached and made part of this resolution; and

WHEREAS, the project is estimated to cost **$20,500** including the necessary construction plans to bid the project for construction**;** and

WHEREAS, the funding for this project will be allocated from current and available funds from park development fees; and

WHEREAS, the City Council authorizes the City Manager to execute the required documents and agreements to undertake the project, and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, THAT THE FUNDS ARE HEREBY COMMITTED FOR THE ABOVE MENTIONED PROJECT, AND HEREBY AUTHORIZES THE CITY MANAGER TO EXECUTE THE REQUIRED DOCUMENTS TO UNDERTAKE THE PROJECT.

ARTICLE 1.

The funds in the amount of **$20,500** is hereby allocated for this project.

Effective Date.

This Resolution shall be effective upon the date of passage by the City Council.

PASSED by the City Council of the City of Princeton, Texas, this 9th day of August 2021.

APPROVED: ATTEST:

_____ _____
Mayor City Secretary

INDIVIDUAL PROJECT ORDER (IPO) #141

Recreation Center Site Temporary Overflow Playing Fields

Date Prepared: July 20, 2021

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Consultant), and the City of Princeton in accordance with the terms of the Master Agreement for Continuing Professional Services dated August 19, 2014, which is incorporated herein by reference.

Identification of Project:

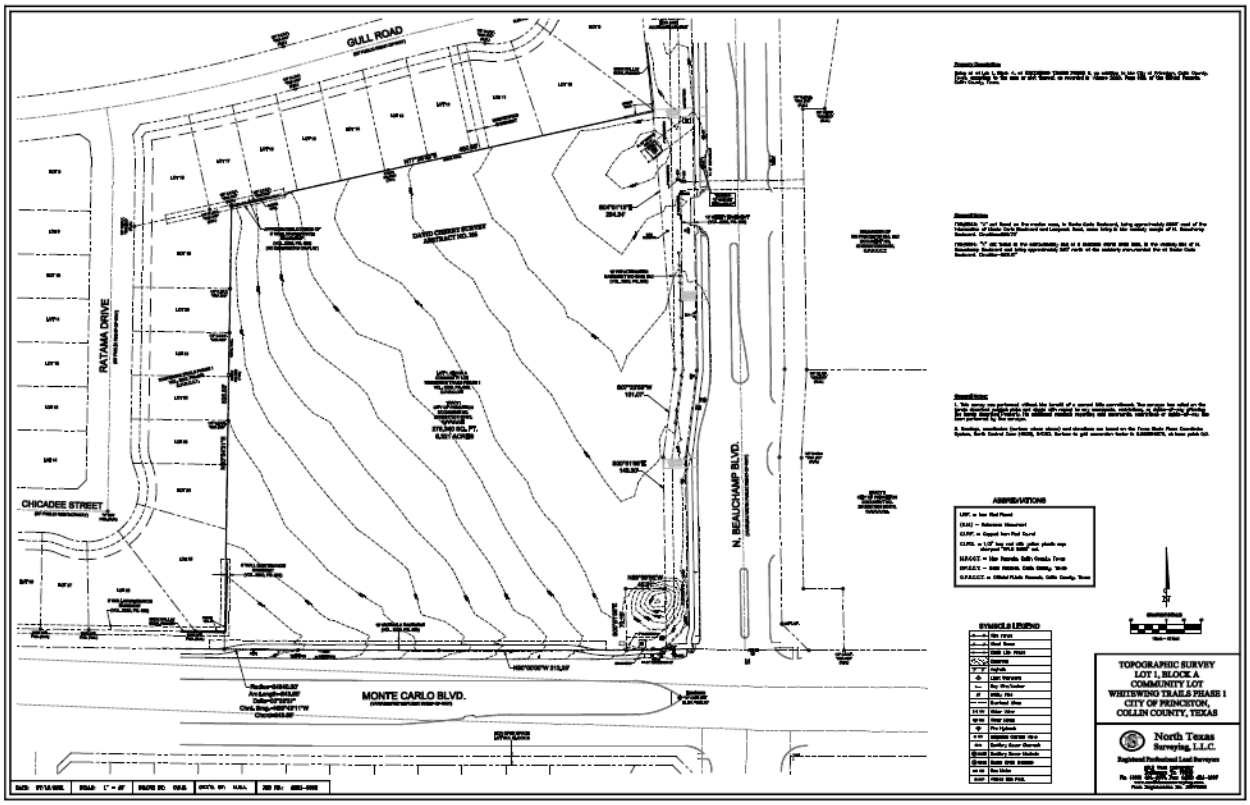
Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this professional services agreement to the City of Princeton ("the City") for providing professional civil engineering, landscape and irrigation services for the Recreation Center Site Overflow Playing Fields project.

The proposed improvements include grading the site, installing perimeter landscape and irrigation (in the 10' landscape buffer adjacent to the existing right of way lines of both streets) and establishing grass on the site (less the landscaped areas) with common Bermuda seed.

A topographic survey of the site has been completed and will be used as the basis for the construction drawings.

The site is located at the northwest corner of Monte Carlo Boulevard and North Beauchamp Boulevard.

Please see the image below for the project location.



Project Understanding:

The scope, provided below, is based on the following:

- A topographic survey has been provided under separate contract.
- Record drawings on file will be used to illustrate the approximate location of existing utilities.
- Because of the lack of storm sewer infrastructure, the site will be graded at a constant cross slope to facilitate drainage.
- Landscaping and irrigation in the 10' landscape buffer is the only landscaping and irrigation included. Trees will be installed every 40' along the perimeter of the property (along both Monte Carlo Boulevard and North Beauchamp Boulevard (per code)). Disturbed soil in the landscape buffer will be covered with Bermuda sod.
- If required, City personnel will be responsible for irrigation system relocations.
- No parking is proposed.
- The contractor will be responsible for establishing grass on the site (outside the 10' landscape buffer) using temporary irrigation. Once established, the temporary irrigation will be removed.

Scope of Services:

LS = Lump Sum Fee Type
HR = Projected Hourly Fee Type

Task 1 Meetings and Project Coordination $ 5,000 HR

Kimley-Horn will prepare for and attend meetings with City of Princeton staff. We anticipate up to 20 hours of meetings and coordination for this project.

Task 2 Civil Engineering Construction Drawings $ 5,000 LS

Kimley-Horn will prepare civil engineering plans for the site. The plans will consist of the following sheets:

A. Cover Sheet

B. General Notes

C. Grading Plan

We will prepare a grading plan for the site showing existing and proposed contours with spot elevations provided as necessary.

D. Erosion Control Plan

Task 3 Landscape Construction Drawings $ 4,500 LS

Kimley-Horn will prepare landscape construction drawings for the street frontages of Monte Carlo Boulevard and North Beauchamp Boulevard. The drawings will include design for a 10' wide landscape buffer with trees and turf. The plans will consist of the following sheets:

A. General Notes, Project Specifications, and Materials Legend providing general notes related to proposed construction based on the City of Princeton's standards.

B. Planting Plan showing plant species, sizes, and location for trees and turf.

C. Details for planting and landscape materials.

Task 4 Irrigation Plan $ 2,000 LS

Kimley-Horn will prepare irrigation plans for the 10' wide landscape buffer with trees and turf. In addition, irrigation will be provided for the unirrigated parkway along the north side of Monte Carlo Boulevard.

The Irrigation plans will show head layout, pipe sizing, controller/valve locations, and standards details.

Task 5 Limited Bidding Phase Services $ 4,000 LS

Kimley-Horn will prepare the Notice to Bidders and the Contract Documents for the project. NCTCOG's short form contract will be used. The City of Princeton will be responsible for coordinating the bidding process and Construction Phase Services.

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City.

Schedule: Project to begin upon receipt of signed IPO #141. We will provide our services as expeditiously as practicable.

Terms of compensation:

Kimley-Horn will perform the tasks identified in the Scope of Services for the fee type shown as follows:

Task 1 - Meetings and Project Coordination	$ 5,000 HR
Task 2 - Civil Engineering Construction Drawings	$ 5,000 LS
Task 3 – Landscape Construction Drawings	$ 4,500 LS
Task 4 – Irrigation Plan	$ 2,000 LS
Task 5 – Limited Bidding Phase Services	$ 4,000 LS
Subtotal Hourly	**$ 5,000**
Subtotal Lump Sum	**$15,500**
Projected Total	**$ 20,500**

Compensation for Services and Method of Payment shall be as referenced in the Master Agreement.

Invoices will be submitted with Lump Sum (LS) tasks shown as a percentage of work completed and Hourly (HR) tasks shown as effort expended.

Deliverables: Kimley-Horn will deliver the results of services authorized as a part of this IPO in the agreed upon timeframe. Deliverables will be as agreed to by both parties.

Other Specific Terms of Individual Project Order: None.

ACCEPTED:

CITY OF PRINCETON	KIMLEY-HORN AND ASSOCIATES, INC.
BY: _____	BY: Kevin Gaskey, P.E.
TITLE: _____	TITLE: Senior Vice President
DATE: _____	DATE: July 20, 2021

CITY OF PRINCETON, TEXAS
COMMITMENT OF FUNDS FOR SPECIFIC PROJECT

RESOLUTION NO. 2021-08-09-R-02

A RESOLUTION OF THE CITY OF PRINCETON, TEXAS, ESTABLISHING THE FUNDING FOR THE RECONSTRUCTION OF OAK STREET, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS

WHEREAS, the governing body of the City of Princeton has determined that it is in the best interest of the City to reconstruct Oak Street in order to provide adequate drainage and paving; and

WHEREAS, On July 23nd, 2021, the City of Princeton received and opened 8 closed bids for the Oak Street Reconstruction; and

WHEREAS, Mike Rogers Construction was the lowest qualified bidder for this project in the amount of **$389,364.00**; and

WHEREAS, the development department has checked references and determined the contractor has met the requirements and has recommended award**;** and

WHEREAS, inspection and testing is estimated at **$20,000** for the project; and

WHEREAS, the funding for this project will be paid from the current available funds from the 2019 tax note; and

WHEREAS, the City Council authorizes the City Manager to execute the agreement and any associated documents to undertake the project, and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, THAT THE FUNDS ARE HEREBY COMMITTED FOR THE ABOVE MENTIONED PROJECT.

ARTICLE 1.

The amount not to exceed **$409,364.00** is hereby allocated for this project.

Effective Date.

This Resolution shall be effective upon the date of passage by the City Council.

PASSED by the City Council of the City of Princeton, Texas, this 9th day of August 2021.

APPROVED: ATTEST:

_____ _____

Mayor City Secretary

PRINCETON
TEXAS
CITY OF PRINCETON
123 W. Princeton Drive
Princeton, TX 75407
972-734-2416, Fax 972-734-2548

8/5/2021

Re: Oak Street Reconstruction

On July 23rd, 2021, the City of Princeton received bids for the Oak Street Reconstruction. The following bids were received.

Bidder	Base Bid
XIT Paving & Construction	$ 596,127.30
Vaustino Construction Company	$ 439,181.00
Mike Rogers Construction	$ 389,364.00
Reliable Paving, Inc.	$ 538,630.50
Canary Construction, Inc.	$ 634,542.00
Jeske Construction Co.	$ 429,467.00
Grod Construction, LLC	$ 505,543.50
Excel Trenching, LLC	$ 640,136.00

Mike Rogers Construction is the apparent low bidder for this project. The City has verified that the Contractors bonding company is licensed in the State of Texas. The City has completed several successful projects with Mike Rogers Construction. It appears that Mike Rogers Construction is the Lowest Responsive Bidder and we are recommending award of the construction contract to Mike Rogers Construction.

Sincerely,

Shawn Fort, Director of Development Services

INTERLOCAL NON-STANDARD AGREEMENT REGARDING THE PROVISION OF WASTEWATER SERVICE
BY AND BETWEEN
CITY OF PRINCETON
AND
CITY OF LOWRY CROSSING

This Interlocal Non-Standard Service Agreement (this "Agreement") is entered into as of the Effective Date provided in Section 21 of this Agreement between the City of Princeton, Texas, a general law municipality ("Princeton"), and the City of Lowry Crossing, Texas, a general law municipality ("Lowry Crossing").

DEFINITIONS

"**CCN**" shall refer to and mean a Certificate of Convenience and Necessity issued by the Texas Commission on Environmental Quality ("TCEQ") or its predecessor/successor agency as prescribed by the Texas Water Code.

"Connection Fees" shall refer to and mean the fees, if any, due under this Agreement or to be due from Wastewater Customers for connection to the Wastewater Facilities or related facilities.

"**Cost of Construction**" shall refer to and mean the actual costs of design, engineering, construction, acquisition, and inspection of the Wastewater Facilities.

"**Lowry Crossing**" shall refer to and mean the City of Lowry Crossing, Texas, a duly formed general law municipality.

"**Outside Customers**" shall refer to and mean retail wastewater customers who are connected to Princeton's wastewater system and are billed as customers located outside Princeton's corporate limits.

"**Party**" or "**Parties**" shall refer to and mean Princeton and Lowry Crossing and their permitted successors and assigns.

"**Princeton**" shall refer to and mean the City of Princeton, Texas, a duly formed general law municipality.

"**Service Area**" shall mean and refer to an area of land located within the corporate limits and/or extraterritorial jurisdiction of Lowry Crossing that is approximately 293 acres, more particularly described in and depicted on **Exhibit "A"**.

"**Wastewater Customers**" shall mean and refer to wastewater customers that are located within the Service Area.

"**Wastewater Facilities**" shall refer to and mean all wastewater conveyance facilities to be constructed by Lowry Crossing inside or outside the boundaries of the Service Area for the purpose of providing wastewater service to Wastewater Customers located within the Service Area, particularly including those described in the plans attached hereto as **Exhibit "B"**. Specifically, the Wastewater Facilities shall consist of, but not be limited to, the following: (i) Two wastewater connections crossing U.S. Highway 380,.

Some terms used herein are defined by the Texas Water Code or under Princeton ordinance. To the extent a defined term or phrase is used and not defined herein, each shall mean and refer to the definition prescribed by Texas Water Code or under Princeton ordinance. If no such definitions are established by those laws, then common usage shall control.

RECITALS

WHEREAS, Princeton and Lowry Crossing are authorized to enter into this Agreement under Chapter 791 of the Texas Government Code and all payments for services to be made under this Agreement shall be from current revenues available to the paying Party; and

WHEREAS, Lowry Crossing desires Princeton to provide retail wastewater service to Wastewater Customers in the Service Area; and

WHEREAS, the Service Area is located wholly within the corporate limits and/or extraterritorial jurisdiction of Lowry Crossing; and

WHEREAS, Princeton has the capacity and shall reserve capacity to furnish wastewater service as a retail public utility in the Service Area, which lies within its certificated service area under CCN No. 21057; and

WHEREAS, Lowry Crossing expects that full development of the Service Area will require approximately 320 gallons per minute ("GPM") of wastewater service capacity (see **Exhibit "B"**); and

WHEREAS, Lowry Crossing has requested Princeton provide terms under which it shall provide retail wastewater service to the Service Area after the Wastewater Facilities are constructed; and

WHEREAS, Princeton has agreed to reserve capacity for Lowry Crossing in the area that includes the Service Area and take the actions necessary to make retail wastewater service available to the Service Area pursuant to the terms of this Agreement.

NOW THEREFORE, that for and in consideration of the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, Princeton and Lowry Crossing agree as follows:

1. Wastewater Facilities.

A. Design and Construction. The Wastewater Facilities shall be engineered and designed by a Texas Licensed Professional Engineer chosen by Lowry Crossing or its assignee, who shall design such facilities in accordance with the applicable standards and specifications of Princeton and all governmental agencies having jurisdiction, consulting with Princeton as needed to ensure conformance with Princeton specifications. Lowry Crossing shall design and construct the Wastewater Facilities in a good and workmanlike manner so they are fit for the intended purposes. Said design and construction shall be at Lowry Crossing's sole cost except as set forth to the contrary in paragraph 1.B. "Sizing" below.

B. Sizing. The Wastewater Facilities shall be sized to provide continuous and adequate retail wastewater service to the Service Area as it is developed. In the event Princeton requires any of the Wastewater Facilities to be oversized to serve customers located outside the boundaries of the Service Area, Princeton shall fund its pro-rata share (i.e. the number of connections located outside the Service Area ultimately to be served by such facilities as a percentage of the total number of connections to be served by such facilities) of the Cost of Construction of all such facilities which are oversized to serve areas outside the Service Area.

C. Construction of Wastewater Facilities. The Wastewater Facilities shall be constructed in accordance with the construction plans and specifications in compliance with Princeton's applicable ordinances, rules, and regulations (in existence as of the time that construction of the Wastewater Facilities commences) and the rules and regulations of any other agencies having jurisdiction (in existence as of the time that construction of the Wastewater Facilities commences), and approved by Princeton's engineer (which approval shall not be unreasonably withheld). Such construction shall not commence unless and until said plans and specifications have been approved by Princeton's engineer. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the Wastewater Facilities, the more restrictive/stringent of the conflicting portion(s) shall apply.

D. Conformity. Lowry Crossing agrees that Princeton's engineers or other representatives may, at Princeton's sole cost, inspect and test the construction of the Wastewater Facilities at any time to determine compliance with the approved designs, plans and specifications. Lowry Crossing shall provide Princeton at least twenty-four (24) hours' notice prior to any test of any portion of the Wastewater Facilities prior to the covering of any portion of said improvements that are constructed below grade.

E. Stoppage for Non-Conformance. Princeton may stop work on any portion of the Wastewater Facilities which are not being constructed in conformance with Princeton's regulations and standards and the approved plans and specifications until such time as Lowry Crossing and Lowry Crossing's contractor(s) agree to construct that portion of the Wastewater Facilities in conformance and to demonstrate future conformance as requested by Princeton.

F. Operation, Maintenance and Repair. The Wastewater Facilities shall be owned and solely operated, maintained and repaired by Princeton. Princeton shall maintain the Wastewater Facilities in good repair and working condition at all times. Lowry Crossing shall have no responsibility with respect to operation, maintenance, or repair of the Wastewater Facilities,

2. Acquisition; Dedication; Easements; Bonds; Plans.

A. Acquisition and Dedication for Wastewater Facilities. Lowry Crossing shall be responsible for acquiring and dedicating to Princeton, at Lowry Crossing's sole expense: (i) any easement encompassing areas across privately or publicly owned land or sites which Princeton reasonably determines are necessary for the construction, operation and maintenance of the Wastewater Facilities; (ii) any governmental approvals necessary to construct the Wastewater Facilities in public land or rights-of-way. Lowry Crossing shall use its good faith efforts to acquire non-exclusive easements which allow for Princeton to install future water lines, wastewater lines, and other municipal utilities; provided, however, that such future facilities shall not interfere with the operation, maintenance or use of the Wastewater Facilities.

B. Form. Any easements acquired by Lowry Crossing for the Wastewater Facilities shall: (1) be at least twenty feet (20') in width; (2) adequate to allow Princeton to install wastewater lines and other municipal utilities. All easements will be situated in the public right-of-way or in existing easements specifically dedicated for the Wastewater Facilities as set forth hereunder.

C. Bonds. For all Wastewater Facilities, Lowry Crossing or any contractor performing construction shall obtain and tender payment bonds, performance bonds, and maintenance bonds in the full amount of the construction cost. The maintenance bond shall be for a term of two years from the date of final acceptance of the Wastewater Facilities by Princeton and shall name Princeton as an obligee with a surety reasonably acceptable to Princeton guaranteeing the work and materials of the Wastewater Facilities to be free from defects or need for repair. The bond forms and the sureties are subject to Princeton Attorney's approval, which approval shall not be unreasonably withheld.

D. Copies of Plans. Lowry Crossing shall furnish Princeton with one reproduction and two copies of the as-built or record drawings in an appropriate AutoCAD format for the Wastewater Facilities promptly upon completion of construction and acceptance by Princeton.

3. Retail Wastewater Service.

A. Wastewater Service. Subject to construction of the Wastewater Facilities, Princeton shall provide retail wastewater service to the Service Area. Lowry Crossing shall construct the Wastewater Facilities necessary to connect to Princeton's wastewater system at the agreed upon locations within the areas reflected on the attached **Exhibit "B"**. Thereafter, it shall be the duty of Princeton to provide retail wastewater capacity to all Wastewater Customers sufficient to timely serve each phase of the development of the Service Area up to a maximum of 320 GPM of wastewater service. Princeton may contract with a third party to handle the billing of Wastewater Customers for Princeton's provision of retail wastewater service and in such event Lowry Crossing and all Wastewater Customers shall reasonably cooperate with such third party in paying for said retail wastewater services.

B. Reserve Capacity. Princeton shall reserve sufficient capacity in its Wastewater Facilities and shall provide continuous and adequate wastewater service to facilitate the full build-out of the Service Area.

C. Service Subsequent to Completion and Dedication and Connection Fees. After proper completion and dedication to Princeton of the Wastewater Facilities, Princeton shall

provide continuous and adequate retail wastewater service to Wastewater Customers within the Service Area, subject to all duly adopted rules and regulations of Princeton generally applicable to wastewater customers located outside Princeton and payment of all standard rates, fees and charges adopted by Princeton that pertain equally to all Outside Customers unless expressed otherwise herein. Notwithstanding any provision of this Agreement, to the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to service to Outside Customers and this Agreement, the conflicting provisions of this Agreement shall apply.

D. Conditions Precedent. It is understood and agreed by the Parties that the obligation of Princeton to provide wastewater service in the manner contemplated by this Agreement is subject to:

(1) the issuance of all permits, certificates, or approvals required to lawfully provide retail wastewater service by the PUC and all other governmental agencies having jurisdiction, which Lowry Crossing and Princeton shall use its good faith efforts to timely acquire; and

(2) Princeton entering into a contract with the entity that provides all retail water service to the Service Area, said contract providing for said entity to: (i) include on its customer water bills Princeton's charges for wastewater service; (ii) collect payments from its customers for said charges for wastewater service and promptly remit said payments to Princeton; and (iii) use at least the same degree of effort and employ the same measures to compel payment of overdue wastewater payments that it uses and employs to compel payment of overdue water payments, including but not limited to charging late fees and discontinuing water service to its customers.

4. Service Investigation Fee/Cost of Preparing this Agreement and Connection Fees.

A. Simultaneous with Lowry Crossing's execution and delivery of this Agreement to Princeton, Lowry Crossing shall deposit with Princeton $20,000.00 to cover any third-party fees that are incurred by Princeton to investigate Princeton's ability to provide wastewater service to the Service Area and for preparing this Agreement. Princeton shall provide Lowry Crossing with copies of all invoices paid from such monies which shall include detail as to the dates the services were provided, description of the services and billing rates. Princeton shall refund the remaining balance of the fee, if any, upon completion of all legal and engineering services associated with processing Lowry Crossing's non-standard service request and preparing of this Agreement.

B. The connection fees for connection to any Wastewater Facilities shall be charged for each ESFC located in the Service Area (the "Connection Fees"). The Connection Fees shall refer to the fees due under this Agreement or to be due from owners of each property representing one or more ESFCs within the Service Area that comprises an ESFC for connection to the Wastewater Facilities or any part of Princeton's wastewater system. The Connection Fee is initially in the amount of $4,559.00 per ESFC as approved by City of Princeton Resolution No. 2020-05-26-R-01 passed and approved May 11, 2020. A Connection Fee shall be charged once per each ESFC in accordance with this paragraph. A Connection Fee shall be due for each connection made for each ESFC located in the Service Area at the time such connection is made. No connection to the Wastewater Facilities may occur until the Connection Fee has been paid to Princeton for such connection. Once a Connection Fee is paid for a connection, no additional fee shall be required to be paid for making such connection to the Wastewater Facilities, except as expressly set forth as follows or otherwise in this Agreement. The $4,559.00 amount of the

Connection Fee shall be in effect and shall not increase for five (5) years after the Effective Date. Princeton may make such recalculations only one (1) time during any such subsequent five (5) year period. Any change to the amount of the Connection Fee made under this paragraph shall be effective upon Princeton providing Lowry Crossing with a sixty (60) day notice of the new Connection Fee amount and shall apply to any connections made after the new Connection Fee amount becomes effective.

5. Effect of Force Majeure.

In the event either Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the force majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the force majeure condition(s), and shall provide written notice at the time that the force majeure conditions have ceased.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, epidemic, pandemic and any other inabilities of either Party to be able to perform, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable in the judgment of the Party having the difficulty.

6. Notices.

Any notice to be given hereunder by either Party to the other Party shall be in writing and may be effected by delivery in person or by facsimile or e-mail, or by sending said notices by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when properly addressed and deposited with the United States Postal Service with sufficient postage affixed.

To Princeton: Attn: Princeton Manager
City of Princeton, Texas
123 West Princeton Drive
Princeton, TX 75407

Attn: Mayor
City of Princeton, Texas
123 West Princeton Drive
Princeton, Texas 75407

With a copy to: Wolfe, Tidwell & McCoy, LLP
Attn: Clark McCoy
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

To Lowry Crossing: Attn: Mayor
City of Lowry Crossing
1405 E. Bridgefarmer Road
Lowry Crossing, Texas 75069

With copy to: Julie Fort
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 204
Frisco, Texas 75034

Either Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

7. Breach of Agreement and Remedies.

If either Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have sixty (60) days to cure the breach. If the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party shall have all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

8. Indemnity.

To the maximum extent allowed by law, Lowry Crossing and its successors and assigns shall indemnify and save harmless Princeton and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Lowry Crossing or its agents, representatives or employees in connection with or related to the (i) construction of the Wastewater Facilities by Lowry Crossing or its successors and assigns; (ii) any claim arising in premises liability relating to property titled to Lowry Crossing or its successors and assigns; and (iii) Lowry Crossing's execution and performance of its obligation under this Agreement.

9. No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the Parties hereto, and no other person or entity has any right, interest or claim under this Agreement nor shall be considered to be a third-party beneficiary.

10. Context.

Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

11. Litigation Expenses.

Either Party to this Agreement who is the prevailing party in any legal proceeding against the other Party, brought in relation to this Agreement, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

12. Intent.

The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Agreement.

13. Authority.

The signatories hereto represent and affirm that they have authority to execute this Agreement on behalf of the respective Parties hereto.

14. Severability; Interpretation.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other Party of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein. The Parties agree that they have equally participated in the drafting of this Agreement with the assistance of legal counsel, and that neither Party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

15. Entire Agreement.

This Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein.

16. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of Princeton and Lowry Crossing, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

17. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Collin County, Texas.

18. Venue.

Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Collin County, Texas.

19. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the permitted, successors and assigns.

20. Assignment.

The rights and obligations of the Parties hereunder may not be assigned without the prior written consent of the other Party.

21. Effective Date.

This Agreement shall be effective from and after the date upon which both Parties have duly executed this Agreement.

22. Enforcement.

Lowry Crossing shall adopt enforceable rules and regulations to require owners to comply with the intent of this Agreement, including but not limited to payment to Princeton of Connection Fees and payment to Princeton for retail wastewater service. Princeton reserves the right to withhold service to the extent it deems necessary to require owners to pay Connection Fees and other fees required under this Agreement for retail wastewater service.

23. Counterparts.

This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

/*signatures below*/

CITY OF PRINCETON

_____
Brianna Chacon, Mayor

Date: _____

ATTEST:

_____
Tabatha Monk, City Secretary

CITY OF LOWRY CROSSING

_____
Derek Stephens, Mayor

Date: _____

ATTEST:

_____
Janis Cable, City Secretary

EXHIBIT A

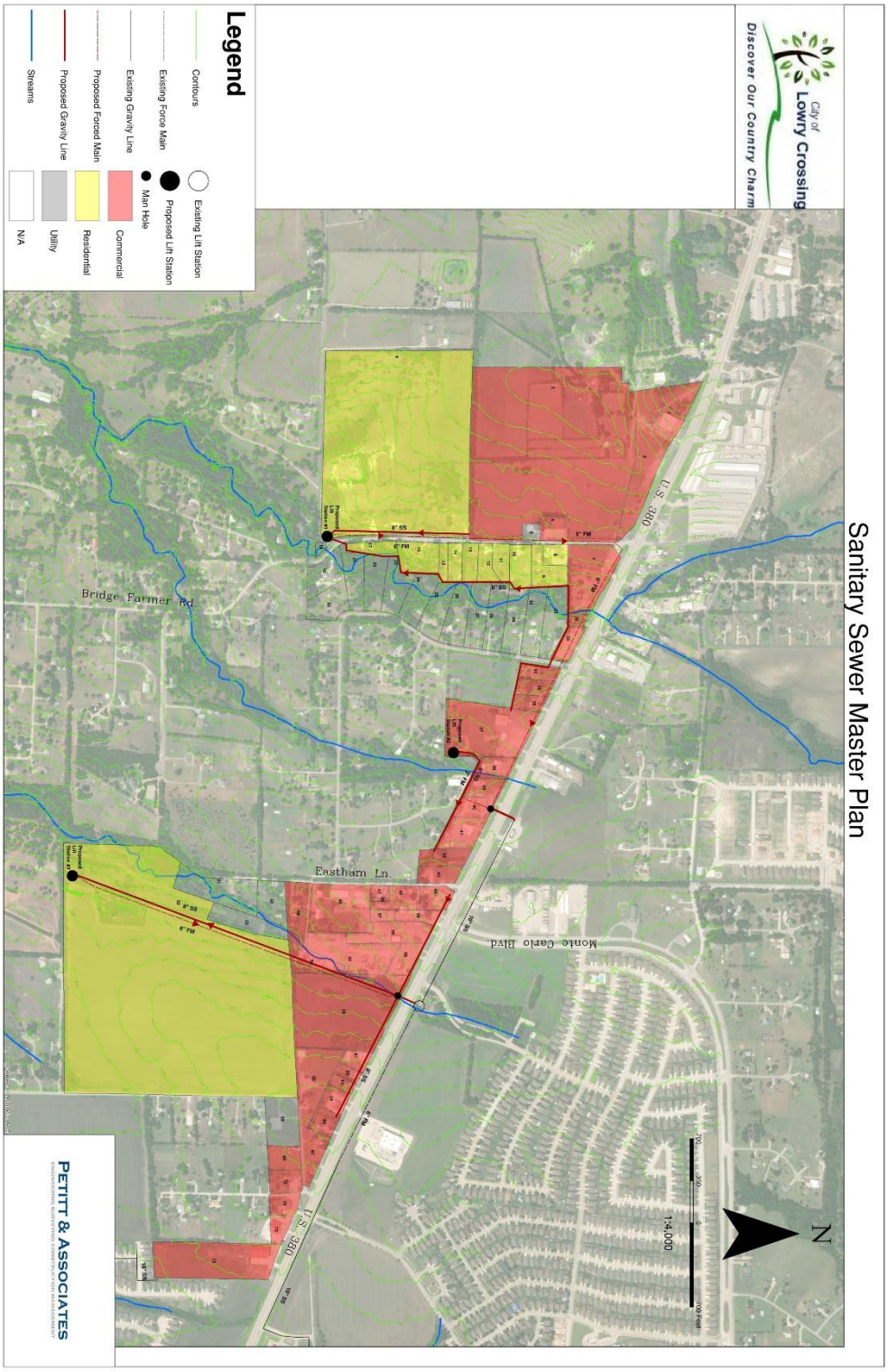
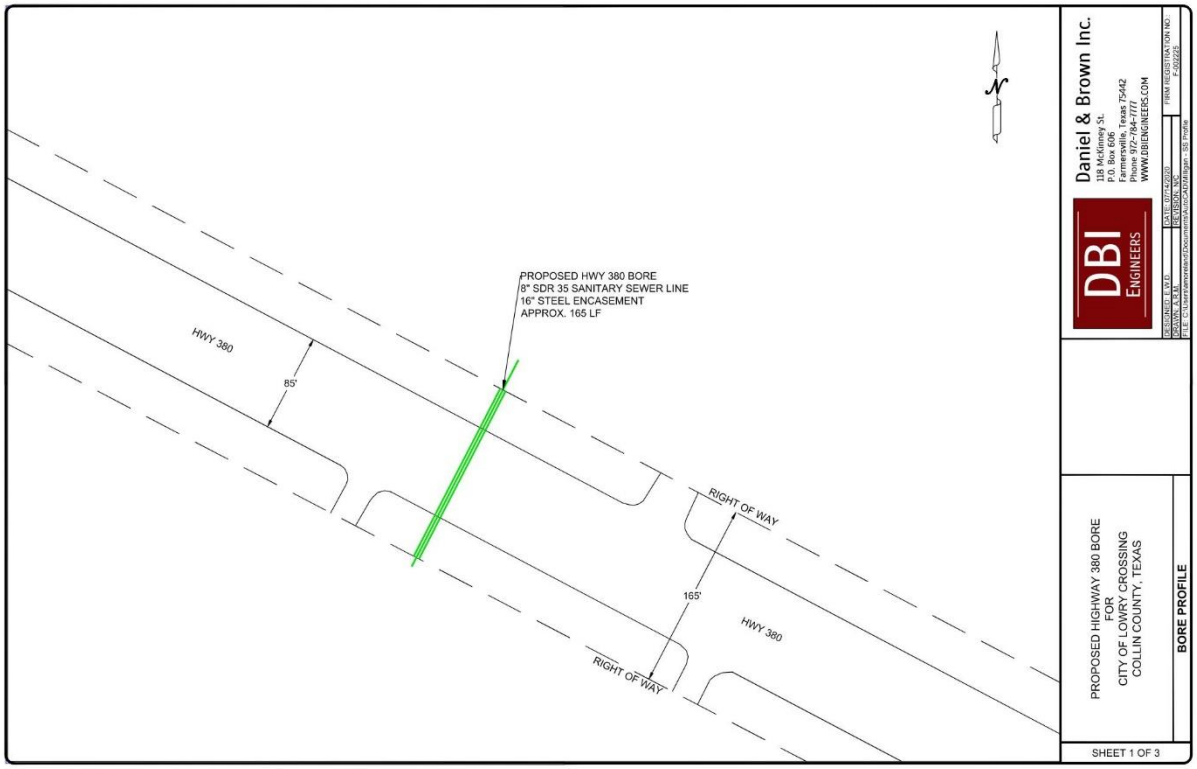

Sanitary Sewer Master Plan
City of
Lowry Crossing
Discover Our Country Charm
N
1:4,000
Monte Carlo Blvd.
U.S. 380
Eastham Ln.
Bridge Farmer Rd.
Legend
Contours
Existing Force Main
Existing Gravity Line
Proposed Forced Main
Proposed Gravity Line
Streams
Existing Lift Station
Proposed Lift Station
Man Hole
Commercial
Residential
Utility
N/A
PETITT & ASSOCIATES

EXHIBIT B


PROPOSED HWY 380 BORE
8" SDR 35 SANITARY SEWER LINE
16" STEEL ENCASEMENT
APPROX. 165 LF
HWY 380
85'
RIGHT OF WAY
165'
HWY 380
RIGHT OF WAY
N
DBI
ENGINEERS
Daniel & Brown Inc.
118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442
Phone: 972-784-7777
WWW.DBIENGINEERS.COM
FIRM REGISTRATION NO: F-2595
DESIGNED: R.W.D.
DRAWN: J.A.B.
DATE: 07-14-2020
SCALE: 1" = 50'
FILE: C:\Users\jenniers\Documents\AutoCAD\Morgan - SS Profile
PROPOSED HIGHWAY 380 BORE
FOR
CITY OF LOWRY CROSSING
COLLIN COUNTY, TEXAS
BORE PROFILE
SHEET 1 OF 3

Earth
200 ft.
DBI
ENGINEERS
Daniel & Brown Inc.
118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442
Phone: 972-784-7777
WWW.DBIENGINEERS.COM
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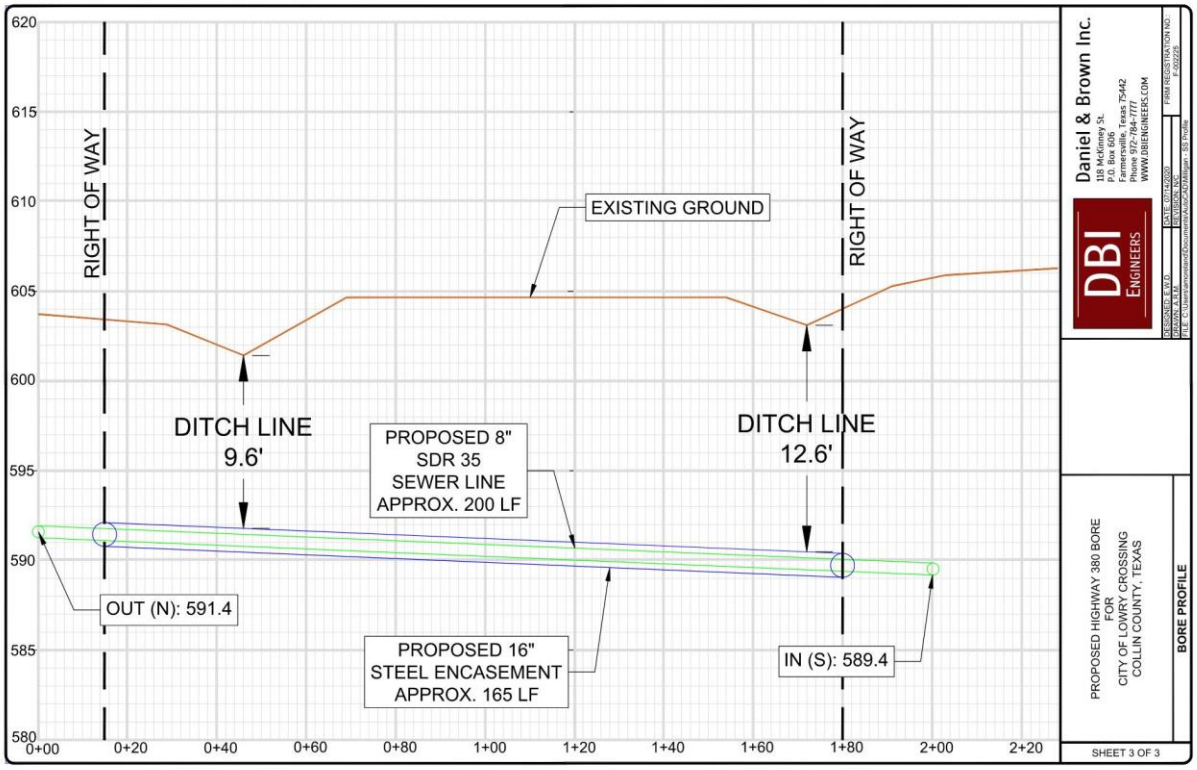
FILE: C:\Users\jenniers\Documents\AutoCAD\Morgan - SS Profile
PROPOSED HIGHWAY 380 BORE
FOR
CITY OF LOWRY CROSSING
COLLIN COUNTY, TEXAS
BORE PROFILE
SHEET 2 OF 3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1+60
1+80
2+00
2+20
RIGHT OF WAY
RIGHT OF WAY
EXISTING GROUND
DITCH LINE
9.6'
DITCH LINE
12.6'
PROPOSED 8"
SDR 35
SEWER LINE
APPROX. 200 LF
OUT (N): 591.4
IN (S): 589.4
PROPOSED 16"
STEEL ENCASEMENT
APPROX. 165 LF
Daniel & Brown Inc.
118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442
Phone: 972-784-7777
WWW.DBIENGINEERS.COM
DBI
ENGINEERS
FIRM REGISTRATION NO:
F-2609
DESIGNED: R.W.D.
DRAWN: A.M.
DATE: 07-14-2020
SCALE: 1" = 5'
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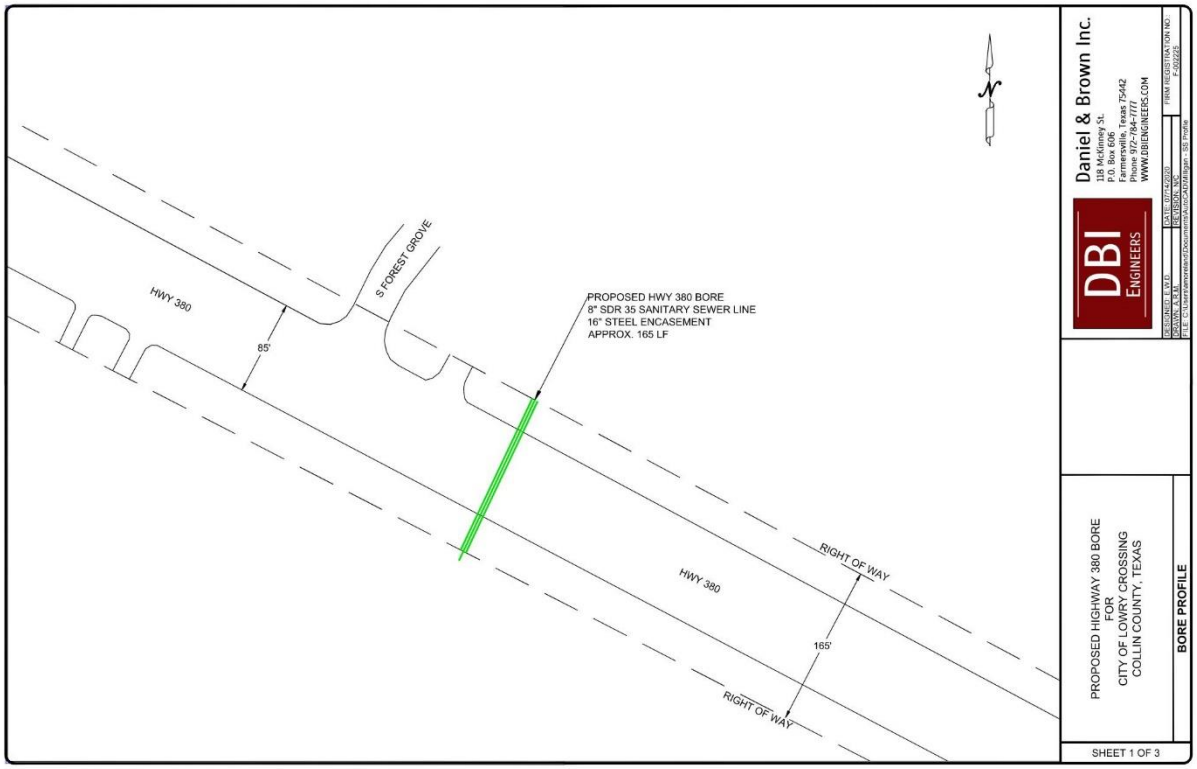
PROPOSED HIGHWAY 380 BORE
FOR
CITY OF LOWRY CROSSING
COLLIN COUNTY, TEXAS
BORE PROFILE
SHEET 3 OF 3


HWY 380
S FOREST GROVE
85'
PROPOSED HWY 380 BORE
8" SDR 35 SANITARY SEWER LINE
16" STEEL ENCASEMENT
APPROX. 165 LF
HWY 380
RIGHT OF WAY
165'
RIGHT OF WAY
Daniel & Brown Inc.
118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442
Phone: 972-784-7777
WWW.DBIENGINEERS.COM
DBI
ENGINEERS
FIRM REGISTRATION NO:
F-2609
DESIGNED: R.W.D.
DRAWN: A.M.
DATE: 07-14-2020
SCALE: 1" = 5'
FILE: C:\Users\jenniferb\Documents\AutoCAD\Allegan - SS Profile
PROPOSED HIGHWAY 380 BORE
FOR
CITY OF LOWRY CROSSING
COLLIN COUNTY, TEXAS
BORE PROFILE
SHEET 1 OF 3

Google Earth
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N
DBI ENGINEERS
Daniel & Brown Inc.
118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442
Phone: 972-784-7777
WWW.DBIENGINEERS.COM
FIRM REGISTRATION NO: F-10928
DESIGNED: E.W.D.
DATE: 07-14-2020
DRAWN: A.M.
SCALE: 1" = 200'
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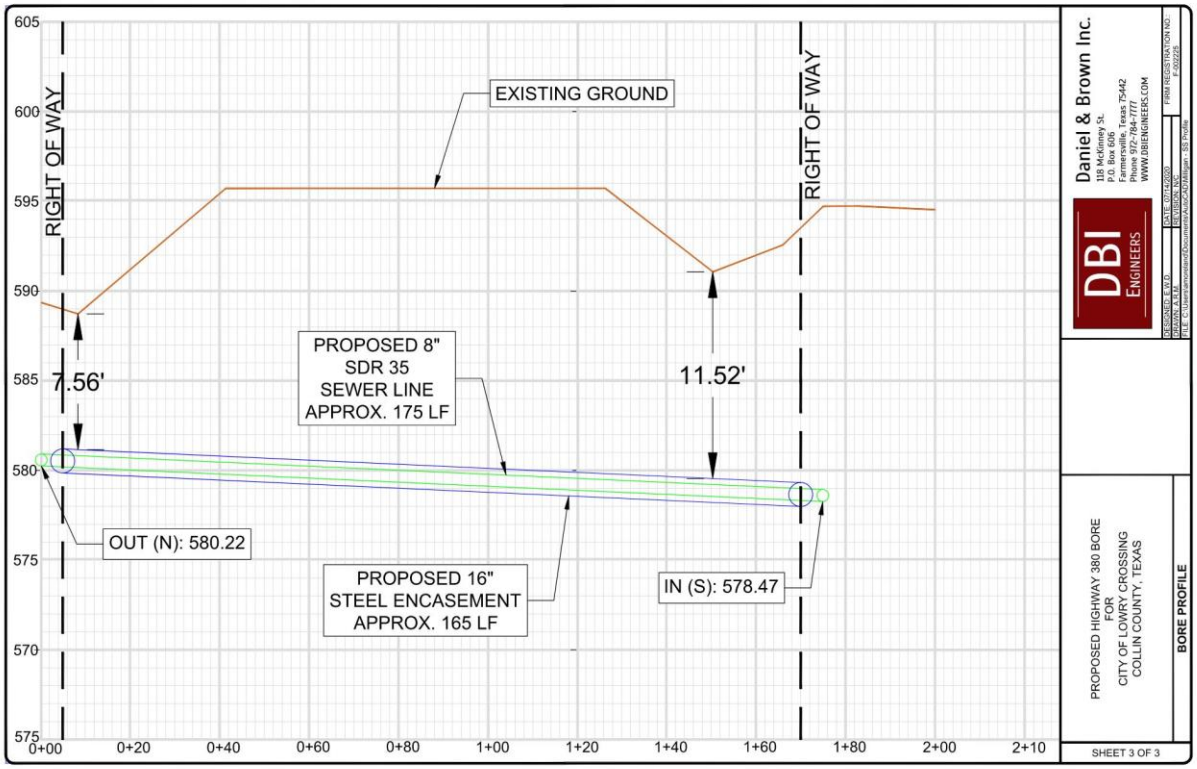
PROPOSED HIGHWAY 380 BORE
FOR
CITY OF LOWRY CROSSING
COLLIN COUNTY, TEXAS
BORE PROFILE
SHEET 2 OF 3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0+20
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0+60
0+80
1+00
1+20
1+40
1+60
1+80
2+00
2+10
RIGHT OF WAY
RIGHT OF WAY
EXISTING GROUND
PROPOSED 8"
SDR 35
SEWER LINE
APPROX. 175 LF
7.56'
11.52'
OUT (N): 580.22
IN (S): 578.47
PROPOSED 16"
STEEL ENCASEMENT
APPROX. 165 LF
DBI ENGINEERS
Daniel & Brown Inc.
118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442
Phone: 972-784-7777
WWW.DBIENGINEERS.COM
FIRM REGISTRATION NO: F-10928
DESIGNED: E.W.D.
DATE: 07-14-2020
DRAWN: A.M.
SCALE: 1" = 5'
FILE: C:\Users\jamesmartin\Documents\AutoCAD\Milligan - SS Profile
PROPOSED HIGHWAY 380 BORE
FOR
CITY OF LOWRY CROSSING
COLLIN COUNTY, TEXAS
BORE PROFILE
SHEET 3 OF 3

ROAD DEVELOPMENT AGREEMENT

This ROAD DEVELOPMENT AGREEMENT (this "Agreement") is executed to be effective as of this ___ day of August 2021, by and between NEXMETRO TOWNE CENTER, LP, a Texas limited partnership ("NexMetro"), and the CITY OF PRINCETON, TEXAS (the "City").

WITNESSETH:

WHEREAS, NexMetro is the owner of that certain tract of real property (the "NexMetro Parcel") located in the City, County of Collin, State of Texas and described in Exhibit A attached hereto and incorporated herein;

WHEREAS the City is the owner of a that certain tract of real property located in the City, County of Collin, State of Texas and described in Exhibit B attached hereto and incorporated herein (the "City Parcel") on which, among other real property, a right-of-way known as "Princeton Crossroads" ("Princeton Crossroads") is to be constructed by the City;

WHEREAS, NexMetro desires to develop the NexMetro Parcel into a multi-family rental project known or to be known as "Avilla Towne Center" (the "NexMetro Project");

WHEREAS, in connection with the development of the NexMetro Project, NexMetro shall construct and install the roadway improvements (including related storm sewer, paving, landscaping and amenities) which are or shall be a part of Princeton Crossroads (collectively, the "Princeton Crossroads Improvements"), as such Princeton Crossroads Improvements are more particularly described and/or depicted on Exhibit C and Exhibit D attached hereto;

WHEREAS, NexMetro has advised the City that a contributing factor to NexMetro's completion of the Princeton Crossroads Improvements that would induce NexMetro to construct and install the Princeton Crossroads Improvements would be an agreement by the City to provide an economic development grant to NexMetro to defray a portion of the costs of certain infrastructure necessary for the Princeton Crossroads Improvements through (i) a waiver of collection of certain roadway impact fees, water impact fees and wastewater impact fees applicable to the NexMetro Parcel (collectively, the "Impact Fees") and (ii) and certain cash reimbursements to NexMetro, as set forth herein;

WHEREAS, the promotion of a multi-family rental project on the NexMetro Parcel and within the City will promote economic development, stimulate commercial activity, provide additional workforce housing options, provide additional consumer base and thereby generate additional sales tax and enhance the property tax base and economic vitality of the City;

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic incentives set forth herein are given and provided by City pursuant to and in accordance with those programs;

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City;

WHEREAS, the City has determined that the terms of this Agreement are in accordance with the City's economic development program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City. Further, the City has determined that the terms of this Agreement: (i) are in accordance with all applicable laws, rules, regulations and ordinances; and (ii) have been duly authorized

and approved by the City, and no further authorizations or approvals are required for the City to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, the payment of Ten and No/100 Dollars ($10.00) by each of the parties hereto to the others, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **Performance of the Princeton Crossroads Improvement Work**. NexMetro shall construct, install and complete the Princeton Crossroads Improvements (the "Princeton Crossroads Improvement Work") in all material respects in accordance with the plans attached hereto as Exhibit C in a good and workmanlike manner. Commencement of the Princeton Crossroads Improvement Work shall occur at a time mutually agreed to in writing by the City and NexMetro, except that the City may order said work to commence at any time after the September 1st, 2021. Completion of said work shall occur 12 Twelve months after commencement. For purposes of this Agreement, "completion" of the Princeton Crossroads Improvement Work shall be deemed to have occurred upon such time as such work has been completed in all material respects in accordance with the plans attached hereto as Exhibit C and the City has inspected and accepted the Princeton Crossroads Improvements.

2. **Estimated Cost of Princeton Crossroads Improvement Work**. The estimate costs for the Princeton Crossroads Improvement Work is set forth on Exhibit D attached hereto.

3. **Impact Fee Waiver and Cash Reimbursement**.

(a) As used in this Agreement:

(i) "Actual Princeton Crossroads Improvement Work Cost" shall mean the final, actual cost incurred by NexMetro to design and construct the Princeton Crossroads Improvement Work, as set forth in the Evidence of Cost provided by NexMetro to the City pursuant to this Agreement.

(ii) "Cash Reimbursement" shall mean an amount equal to: (A) the Actual Princeton Crossroads Improvement Work Cost; less (B) the amount of the Impact Fee Waiver and the Waived Boorman Lane Escrow Amount.

(iii) "City Regulations" shall mean the City's applicable development regulations including without limitation City Code provisions, ordinances, design standards, and other regulations and policies duly adopted by the City.

(iv) "Evidence of Cost" shall mean evidence, in form reasonably acceptable to the City, of the costs incurred and paid by NexMetro in connection with the Princeton Crossroads Improvement Work.

(v) "Final Acceptance" means the completion of the Princeton Crossroads Improvement Work by NexMetro in accordance with this Agreement and the acceptance thereof by the City, as evidenced by the City's customary evidence of such acceptance.

(vi) "Impact Fee Waiver" shall mean the City's waiver of its entitlement to collect impact fees in an amount equal to all Impact Fees assessed or to be assessed against the NexMetro Parcel; provided, however that the City does not waive entitlement to collect

impact fees to the extent that the total amount of impact fees exceeds the Actual Princeton Crossroads Improvement Work Cost.

(vii) "Payment Request" shall mean a written request from NexMetro to the City for payment of the Cash Reimbursement.

(b) In exchange for NexMetro's completion of the Princeton Crossroads Improvement Work in accordance with this Agreement, the City agrees to (i) waive collection of Impact Fees applicable to the NexMetro Parcel in an amount equal to the Impact Fee Waiver and (ii) pay to NexMetro an amount equal to the Cash Reimbursement. Within thirty (30) days after the City's receipt of the Evidence of Cost and the City's issuance of Final Acceptance, the City shall assess the Impact Fees against the NexMetro Parcel and waive collection of same in the amount of the Impact Fee Waiver. The Cash Reimbursement shall be paid by the City to NexMetro within thirty (30) days after the City's issuance of Final Acceptance and the City's receipt of the Evidence of Cost and the Payment Request. So long as no default by NexMetro has occurred hereunder, the City shall not assess or collect any Impact Fees against the NexMetro Parcel until after the City's issuance of Final Acceptance.

4. **Waiver of Escrow**.

(a) The City agrees that: (i) NexMetro shall not be required or requested by the City to deposit any funds into escrow for any costs of any improvements to Boorman Lane; and (ii) NexMetro shall not be required to construct any improvements to Boorman Lane pursuant to this Agreement.

(b) The parties hereto acknowledge and agree that: (i) the estimated costs are set forth on Exhibit F attached hereto for certain work to Boorman Lane described on Exhibit E attached hereto (the "Boorman Lane Improvement Work"); and (ii) but for Section 4(a) of this Agreement, the City would have requested NexMetro to deposit $281,541.74 (the "Waived Boorman Lane Escrow Amount") into escrow for costs related to the Boorman Lane Improvement Work.

5. **Development of the NexMetro Parcel**. The development of the NexMetro Parcel may proceed concurrently with construction of the Princeton Crossroads Improvement Work. The City shall not condition or withhold the issuance of any permits for work on the NexMetro Parcel or any plat approvals for the NexMetro Parcel based upon the commencement or completion of the Princeton Crossroads Improvement Work except as expressly set forth in this Agreement. Notwithstanding any provision of this Agreement, the City may withhold issuing certificates of occupancy until completion of the Princeton Crossroads Improvement Work.

6. **Easements**.

(a) The City hereby grants to NexMetro and NexMetro's contractors a non-exclusive, temporary construction easement (the "City Parcel Temporary Construction Easement") in, on, over and across the City Parcel for NexMetro's and its contractor's use during construction of the Princeton Crossroads Improvement Work. The City Parcel Temporary Construction Easement may be used for any and all reasonable purposes necessary in connection with the construction of the Princeton Crossroads Improvement Work, as well as pedestrian and vehicular access needed for such construction. Upon such time as Final Acceptance has occurred, the City Parcel Temporary Construction Easement shall automatically expire and be of no further force or effect without the need for documentation of such termination.

(b) The City shall promptly obtain, at the City's sole cost and expense, all other temporary construction easements on property other than the NexMetro Parcel or the City Parcel which are necessary for the construction of the Princeton Crossroads Improvement Work by NexMetro.

7. **Additional Obligations**.

(a) Princeton Crossroads Improvement Work, Generally. NexMetro shall cause the installation of the Princeton Crossroads Improvement Work within all applicable time frames set forth herein in accordance with Exhibit C and the City Regulations in effect upon the commencement thereof. NexMetro shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. Construction of any portion of the Princeton Crossroads Improvement Work shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed, which issuance shall not be unreasonably withheld, conditioned or delayed.

(b) Performance Bond and Payment Bond. With respect to the Princeton Crossroads Improvement Work, NexMetro or NexMetro's contractor for such work must execute a performance bond in favor of the City and a payment bond for such work, which bonds shall be in accordance with Texas Government Code, Chapter 2253 and applicable City Regulations in effect upon the commencement of such work.

(c) Maintenance Bonds. For each construction contract for any part of the Princeton Crossroads Improvement Work, NexMetro, or NexMetro's contractor, must execute a maintenance bond in accordance with applicable City Regulations in effect upon the commencement of such work that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Princeton Crossroads Improvement Work, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of Final Acceptance of the Princeton Crossroads Improvement Work constructed under such contract.

(d) Inspections, Acceptance of Princeton Crossroads Improvement Work, and NexMetro's Remedy.

(i) Inspections, Generally. The City shall have the right to inspect, in accordance with City Regulations, the construction of the Princeton Crossroads Improvement Work. The City's inspections and/or approvals shall not release NexMetro from its responsibility to construct, or cause the construction of, the Princeton Crossroads Improvement Work in accordance with this Agreement. Final Acceptance by the City shall not be unreasonably withheld, conditioned, or delayed.

(ii) Ownership. From and after the inspection and Final Acceptance by the City of the Princeton Crossroads Improvement Work, which Final Acceptance shall not be unreasonably withheld, conditioned, or delayed, the Princeton Crossroads Improvements shall be owned by the City and the City shall assume full responsibility at such time for the Princeton Crossroads Improvements except as expressly set forth in this Agreement (including, without limitation, for all maintenance and repairs thereof subject to the City's remedies under the maintenance bond(s) required under Section 7(c)).

(iii) Approval of Plats/Plans. Approval by the City, the City's engineer, or other City employee or representative, of any plans, designs, or specifications submitted by NexMetro pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of NexMetro, its engineer(s), employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by NexMetro or NexMetro's engineer(s), or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed.

(e) Insurance. NexMetro or its contractor(s) shall acquire and maintain, during the period of time when any of the Princeton Crossroads Improvement Work is under construction (and until Final Acceptance): (i) workers compensation insurance in the amount required by law; and (ii) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than $2,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Princeton Crossroads Improvement Work construction contracts, whether by NexMetro, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Princeton Crossroads Improvement Work construction contracts, NexMetro shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an “additional insured” in the customary manner. Each such policy shall provide that, at least thirty (30) days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

(f) INDEMNIFICATION and HOLD HARMLESS. NEXMETRO, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY OR ANY OF THE RELEASED PARTIES IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF THE PRINCETON CROSSROADS IMPROVEMENT WORK, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS") ARISING OUT OF THE NEGLIGENCE OR INTENTIONAL CONDUCT OF NEXMETRO, INCLUDING THE NEGLIGENCE OR INTENTIONAL CONDUCT OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF THE PRINCETON CROSSROADS IMPROVEMENT WORK. **NEXMETRO SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S NEGLIGENCE, WHETHER SOLE, CONTRIBUTORY, OR COMPARATIVE.** IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF NEXMETRO AND THE CITY,

NEXMETRO'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO NEXMETRO'S OWN PERCENTAGE OF RESPONSIBILITY. NEXMETRO, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS BY ANY PERSON CURRENTLY CLAIMING AN OWNERSHIP INTEREST IN THE NEXMETRO PARCEL WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON NEXMETRO'S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE NEXMETRO PARCEL; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE NEXMETRO PARCEL.

(g) Status of Parties. At no time shall the City have any control over or charge of NexMetro's design, construction or installation of any of the Princeton Crossroads Improvement Work, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and NexMetro.

8. **Miscellaneous**.

(a) The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

(b) All notices, demands, consents, statements, requests, reports and other communications required or permitted herein shall be delivered by the parties hereto by: (i) United States registered or certified mail, return receipt requested, postage fully prepaid; or (ii) by an independent courier service; provided, however, that in the event such courier service is used, such service shall provide a receipt. All such communications shall be deemed received when deposited in the United States mail as provided above or deposited with such courier service, as applicable, and shall be addressed to the intended recipient at the following address or such other address as that party may specify in writing:

If to NexMetro:	NexMetro Towne Center, LP Attn: Josh Eadie 2221 Lakeside Boulevard, Suite 1210 Richardson, Texas 75082
If to the City:	City of Princeton, Texas Attn: City Manager 123 West Princeton Drive Princeton, Texas 75407

(c) Time is of the essence as relates to all obligations required under this Agreement.

(d) It is understood and agreed between the parties hereto that NexMetro and the City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions. It is acknowledged and agreed by the parties hereto that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties hereto.

(e) Each party hereto represents that is has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

(f) This Agreement is the entire agreement between the parties hereto with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties hereto that in any matter relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

(g) This Agreement may not be altered, amended, modified or waived in any respect unless the same shall be in writing and executed by all of the parties hereto.

(h) This Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto, their respective heirs, legal representatives, successors and assigns.

(i) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, without giving effect to any conflicts of law rule or private principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the jurisdiction in which the City is located. The parties hereto agree to submit to the personal and subject matter jurisdiction of said court.

(j) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of such provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

(k) The Recitals and all Exhibits to this Agreement are incorporated herein by reference for all purposes.

(l) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one instrument. Facsimile signatures shall be deemed original signatures for all purposes.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first stated above.

NEXMETRO:

NEXMETRO TOWNE CENTER, LP,
a Texas limited partnership

By: NMD TOWNE CENTER GP, LLC,
a Texas limited liability company,
its General Partner

By: NEXMETRO DEVELOPMENT, LLC,
an Arizona limited liability company,
its Manager

By: _____
Name: Ryan Griffis
Title: Managing Director

THE CITY:

CITY OF PRINCETON, TEXAS

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of the NexMetro Parcel

LEGAL DESCRIPTION

Being a tract or parcel of land situated in the John Snyder Survey, Abstract No. 865, City of Princeton, Collin County, Texas, being part of a called 187.102 acre tract of described in deed to IC-SB Princeton Land Partners, LP, recorded in Instrument No. 20160630000828500, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap found at the easterly southwest corner of said 187.102 acre tract, at the south end of a corner clip in the north right-of-way line of U.S. Highway 380 (variable width right-of-way) and the east right-of-way line of Boorman Lane (County Road 458, variable width right-of-way);

THENCE North 42 Degrees 20 Minutes 20 Seconds West, along said corner clip, a distance of 126.72 feet to a 1/2 inch iron rod with cap found at the north end of said corner clip;

THENCE North 01 Degrees 28 Minutes 28 Seconds West, along the east right-of-way line of said Boorman Lane, a distance of 243.40 feet to a 1/2 inch iron rod with cap found;

THENCE along the east right-of-way line of said Boorman Lane, the following courses and distances:

North 09 Degrees 48 Minutes 19 Seconds East, along the east right-of-way line of said Boorman Lane, a distance of 161.75 feet to a 1/2 inch iron rod with cap found;

North 13 Degrees 32 Minutes 38 Seconds West, along the east right-of-way line of said Boorman Lane, a distance of 14.05 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set at the POINT OF BEGINNING;

North 13 Degrees 32 Minutes 38 Seconds West, along the east right-of-way line of said Boorman Lane, a distance of 129.41 feet to a 1/2 inch iron rod with cap found at the beginning of a non-tangent curve to the right;

In a northeasterly direction along said non-tangent curve to the right whose chord bears North 00 Degrees 39 Minutes 24 Seconds East, a distance of 157.30 feet, having a radius of 3995.00 feet, a central angle of 02 Degrees 15 Minutes 22 Seconds, and an arc length of 157.31 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set at the southwest corner of a called 88.208 acre tract of land, described to LGI Homes-Texas by deed recorded in Instrument Number 20190122000067090, Official Public Records, Collin County, Texas;

THENCE South 88 Degrees 38 Minutes 23 Seconds East, departing the east right-of-way line of said Boorman Lane, along a south line of said LGI Homes-Texas tract, a distance of 1129.56 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set;

THENCE along the west lines of said LGI Homes-Texas tract, the following courses and distances:

South 01 Degrees 21 Minutes 37 Seconds West, along a west line of said LGI Homes-Texas tract, a distance of 303.63 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set;

North 88 Degrees 39 Minutes 10 Seconds West, a distance of 30.00 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set;

South 01 Degrees 21 Minutes 37 Seconds West, a distance of 165.00 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set;

South 88 Degrees 39 Minutes 10 Seconds East, a distance of 30.00 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set at the northwest corner of a called 5.021 acre tract of land described to the City of Princeton, Texas by deed recorded in Instrument Number 20181001001218960, Official Public Records, Collin County, Texas;

THENCE South 13 Degrees 20 Minutes 09 Seconds East, along the west line of said 5.021 acre tract, a distance of 46.89 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set at the northeast corner of a called 1.165 acre tract of land described to the City of Princeton, Texas by deed recorded in Instrument Number 20181001001218950, Official Public Records, Collin County, Texas;

THENCE along the north and west lines of said 1.165 acre tract, the following courses and distances:

North 88 Degrees 38 Minutes 23 Seconds West, a distance of 83.79 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set;

South 16 Degrees 03 Minutes 23 Seconds West, a distance of 31.95 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set;

South 01 Degrees 21 Minutes 37 Seconds West, a distance of 104.28 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set at the beginning of a non-tangent curve to the right;

In a southwesterly direction along said non-tangent curve to the right whose chord bears South 02 Degrees 42 Minutes 02 Seconds West, a distance of 21.06 feet, having a radius of 450.00 feet, a central angle of 02 Degrees 40 Minutes 53 Seconds , and an arc length of 21.06 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set;

THENCE North 76 Degrees 36 Minutes 40 Seconds West, departing the west lines of said 1.165 acre tract, a distance of 914.48 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set at the beginning of a curve to the right;

THENCE in a northwesterly direction along said curve to the right whose chord bears North 39 Degrees 02 Minutes 34 Seconds West, a distance of 78.65 feet, having a radius of 64.50 feet, a central angle of 75 Degrees 07 Minutes 59 Seconds, and an arc length of 84.58 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set at the end of said curve to the right;

THENCE North 01 Degrees 28 Minutes 28 Seconds West, a distance of 140.62 feet to a 5/8 inch iron rod with cap stamped "REALSEARCH" set;

THENCE South 88 Degrees 31 Minutes 32 Seconds West, a distance of 61.59 feet to the POINT OF BEGINNING and containing 602,004.09 square feet or 13.820 acres, more or less.

EXHIBIT B

Legal Description of the City Parcel

ALL of that certain lot, tract or parcel of land and being part of the John Snyder Survey, Abstract No. 865, Collin County, Texas, being part of that certain called 187.102 acre Tract I described in a deed to from the Thomas E. Craig, et al Memorial Trust to IC-SB Princeton Land Partners, LP, recorded in Document No. 20160630000828500 of the Official Public Records of Collin County, Texas (OPRCCT), being more completely described as follows, to wit:

COMMENCING at a ½" iron rod (set) for corner in the South line of the above mentioned 187.102 acre tract, at the intersection of the North right-of-way line of State Highway No. 380 (a variable width right-of-way) with the East right-of-way line of County Road No. 458 (a variable width right-of-way);

THENCE easterly with the North right-of-way line of State Highway No. 380, the South line of the 187.102 acre tract as follows:
South 76° 36' 40" East a distance of 823.90 feet to a ½" iron rod (set) for corner,
South 79° 27' 47" East a distance of 100.51 feet to a ½" iron rod (set) for corner,
and South 76° 36' 40" East a distance of 30.63 feet to a ½" iron rod (set) for corner and the place of BEGINNING;

THENCE North 56° 52' 52" East a distance of 43.41 feet to a ½" iron rod (set) for corner;

THENCE North 13° 13' 32" East a distance of 155.96 feet to a ½" iron rod (set) for corner;

THENCE North 18° 28' 38" East a distance of 96.34 feet to a ½" iron rod (set) for the corner at the p.c of a non-tangent curve to the left;

THENCE northerly with said curve to the left, having a radius of 450.00 feet, a chord of North 04° 28' 16" East, a distance of 48.84 feet to a ½" iron rod (set) for corner at the p.t. of the same;

THENCE North 01° 21' 37" East a distance of 104.28 feet to a ½" iron rod (set) for corner;

THENCE North 16° 03' 23" East a distance of 31.95 feet to a ½" iron rod (set) for corner;

THENCE South 88° 38' 23" East a distance of 83.79 feet to a ½" iron rod (set) for corner;

THENCE South 13° 20' 09" East a distance of 31.95 feet to a ½" iron rod (set) for corner;

THENCE South 01° 21' 37" West a distance of 104.28 feet to ½" iron rod (set) for corner at the p.c of a non-tangent curve to the right;

THENCE southerly with said curve to the right, having a radius of 550.00 feet, a chord of South 07° 17' 34" West, a distance of 113.69 feet to a ½" iron rod (set) for corner at the p.t. of the same;

THENCE South 13° 13' 32" West a distance of 205.98 feet to a ½" iron rod (set) for corner;

THENCE South 31° 41' 34" East a distance of 42.49 feet to a ½" iron rod (set) for corner in the North right-of-way line of State Highway No. 380, the South line of the 187.102 acre tract;

THENCE westerly with the North right-of-way line of State Highway No. 380, the South line of the 187.102 acre tract, North 76° 36' 40" West a distance of 101.16 feet to a ½" iron rod (set) for corner and North 79° 27' 47" West a distance of 69.88 feet to the place of beginning, containing 1.165 acres or 50,769 square feet of land.

EXHIBIT C

Plans for Princeton Crossroads Improvement Work

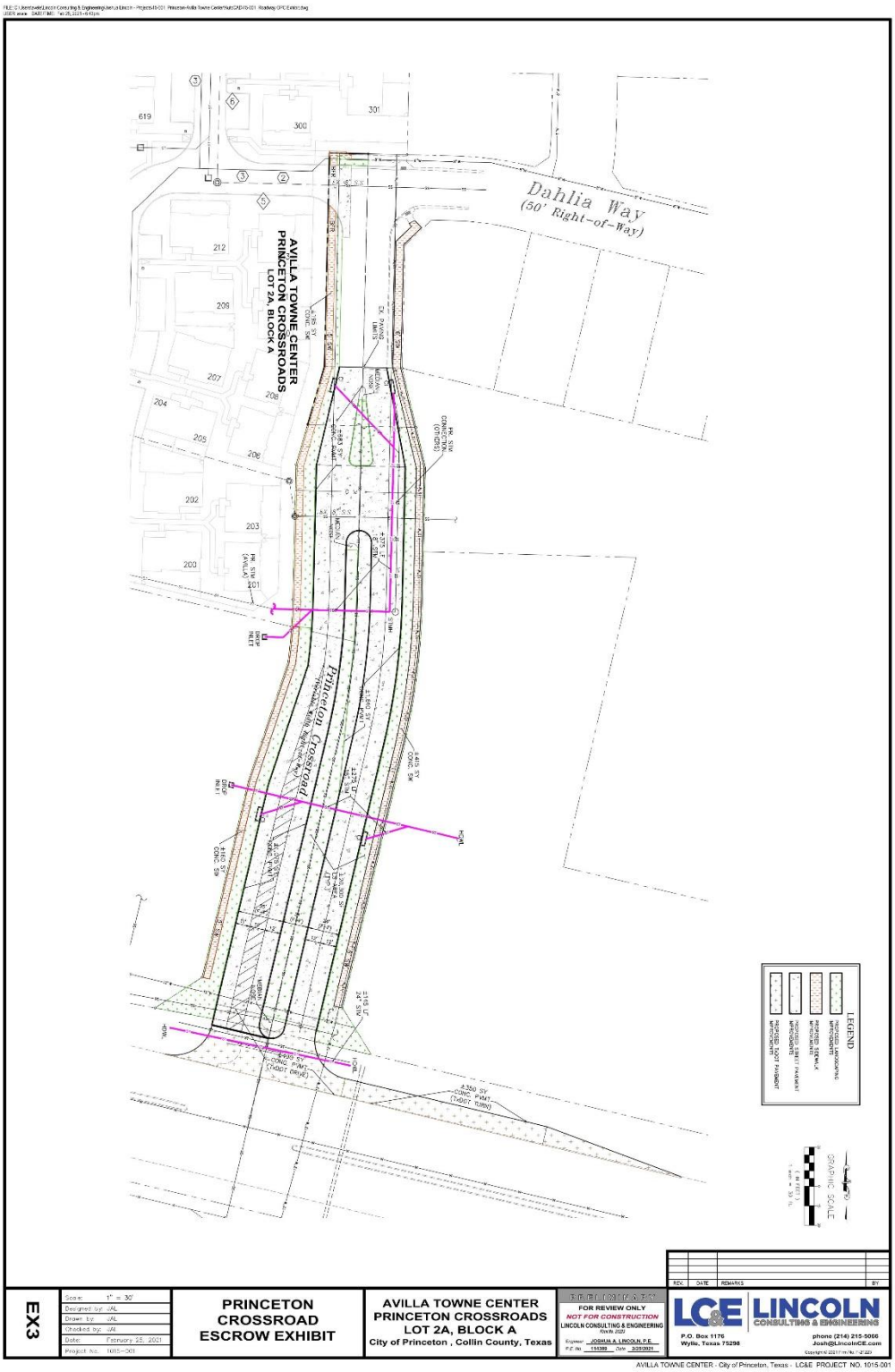


EXHIBIT D

Cost Estimate for Princeton Crossroads Improvement Work

DRAFT

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

PROJECT: Avilla Towne Crossing **ACREAGE: 1.165 ac (ROW)**

Princeton Crossroad

PPREPARED FOR: NexMetro Communities **JOB NUMBER: 15-001**

PRINCETON CROSSROAD ROADWAY EXTENSION

EARTHWORK & EROSION CONTROL

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Excavation and Recompaction (3.5' Across Site)	6,600	C.Y.	$ 22.00	$ 145,200.00
Silt Fence	800	L.F.	$ 3.50	$ 2,800.00
Curlex	800	L.F.	$ 1.50	$ 1,200.00
Rock Check Dam	4	EA.	$ 1,000.00	$ 4,000.00
Inlet Filters	6	EA.	$ 250.00	$ 1,500.00
Construction Entrance	1	EA.	$ 3,000.00	$ 3,000.00
SWPPP	1	L.S.	$ 3,000.00	$ 3,000.00
				$ 160,700.00

STORM SEWER

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
18" RCP (Class III)	650	L.F.	$ 80.00	$ 52,000.00
24" RCP (Class III) (TxDOT)	145	L.F.	$ 95.00	$ 13,775.00
10' Curb Inlet	4	EA.	$ 5,250.00	$ 21,000.00
Drop Inlet	2	EA.	$ 6,500.00	$ 13,000.00
4' Dia. Storm Manhole	1	EA.	$ 7,500.00	$ 7,500.00
Type "B" Headwall for 18" RCP	1	EA.	$ 2,500.00	$ 2,500.00
4:1 Standard Safety End Treatment (TxDOT)	2	EA.	$ 3,000.00	$ 6,000.00
12" Dia. Loose Rock Rip-Rap with Filter Fabric	20	S.Y.	$ 115.00	$ 2,300.00
Trench Safety Plan	795	L.F.	$ 1.50	$ 1,192.50
				$ 119,267.50

PAVING

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
4" thick Concrete Sidewalk	770	S.Y.	$ 60.00	$ 46,200.00
8" 4000 PSI Reinf. Concrete Pavement	3,450	S.Y.	$ 75.00	$ 258,750.00
TxDOT Standard Driveway Pavement	490	S.Y.	**$ 90.00**	$ 44,100.00
TxDOT Standard RT Turn Lane Pavement	350	S.Y.	**$ 90.00**	$ 31,500.00
7" Lime Stabilized Subgrade	4,719	S.Y.	$ 20.00	$ 94,380.00
Hydrated Lime (40# / S.Y.)	94	TON	$ 200.00	$ 18,876.00
Concrete Median Nose	3	EA.	$ 2,000.00	$ 6,000.00
Connect to Existing Street / Pavement	430	L.F.	$ 20.00	$ 8,600.00
Barrier Free Ramp	2	EA.	$ 2,000.00	$ 4,000.00
Striping	1	L.S.	$ 5,000.00	$ 5,000.00
				$ 517,406.00

LANDSCAPING / AMENITIES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Tree Plantings	1	L.S.	**$ 7,500.00**	$ 7,500.00
Sod	20,300	S.F.	**$ 0.90**	$ 18,270.00
Irrigation System	20,300	S.F.	**$ 1.25**	$ 25,375.00
Street Lighting	4	EA.	$ 17,500.00	$ 70,000.00
				$ 121,145.00

SUMMARY OF CONSTRUCTION COSTS

DESCRIPTION	TOTAL COST	
Earthwork & Erosion Control	$	160,700.00
Storm Sewer	$	119,267.50
Paving	$	517,406.00
Landscaping / Amenities	$	121,145.00
SUB-TOTAL	$	918,518.50
CONTINGENCY (20%)	$	183,703.70
CONSTRUCTION COST	**$**	**1,102,222.20**

OTHER DEVELOPMENT FEES

DESCRIPTION	TOTAL COST	
3% Bonds	$	33,066.67
1% Mobilization	$	11,022.22
Engineering & Surveying (Assume 12% Constr.)	$	132,266.66
	$	**176,355.55**

PRINCETON CROSSROAD IMPROVEMENT TOTAL	**1,278,577.75**

Assumptions:

1. Quantities are preliminary and subject to final approval of construction plans by the City.
2. This OPC is split into parts and assumes that all parts of this project will be constructed simultaneously.
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Any quantities and/or unit prices left blank shall be completed by the Client.
6. Oversize utility and pavement reimbursable amounts, if any, are not included in this OPC.
7. Drainage, utility, street, grading and construction easements/agreements will be required to develop this site.
8. Excavation quantities do not account for the presence of rock.
9. Construction management and SWPPP inspection fees are not included.
10. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary.
11. This OPC assumes that no rock or similar material will be encountered during construction.
12. The Escrow portion for the Princeton Crossroad Roadway Improvements is calculated based on the percentage of paving of the total project applied to the Total Cost of all roadway improvements.

EXHIBIT E

Plans for Boorman Lane Improvement Work

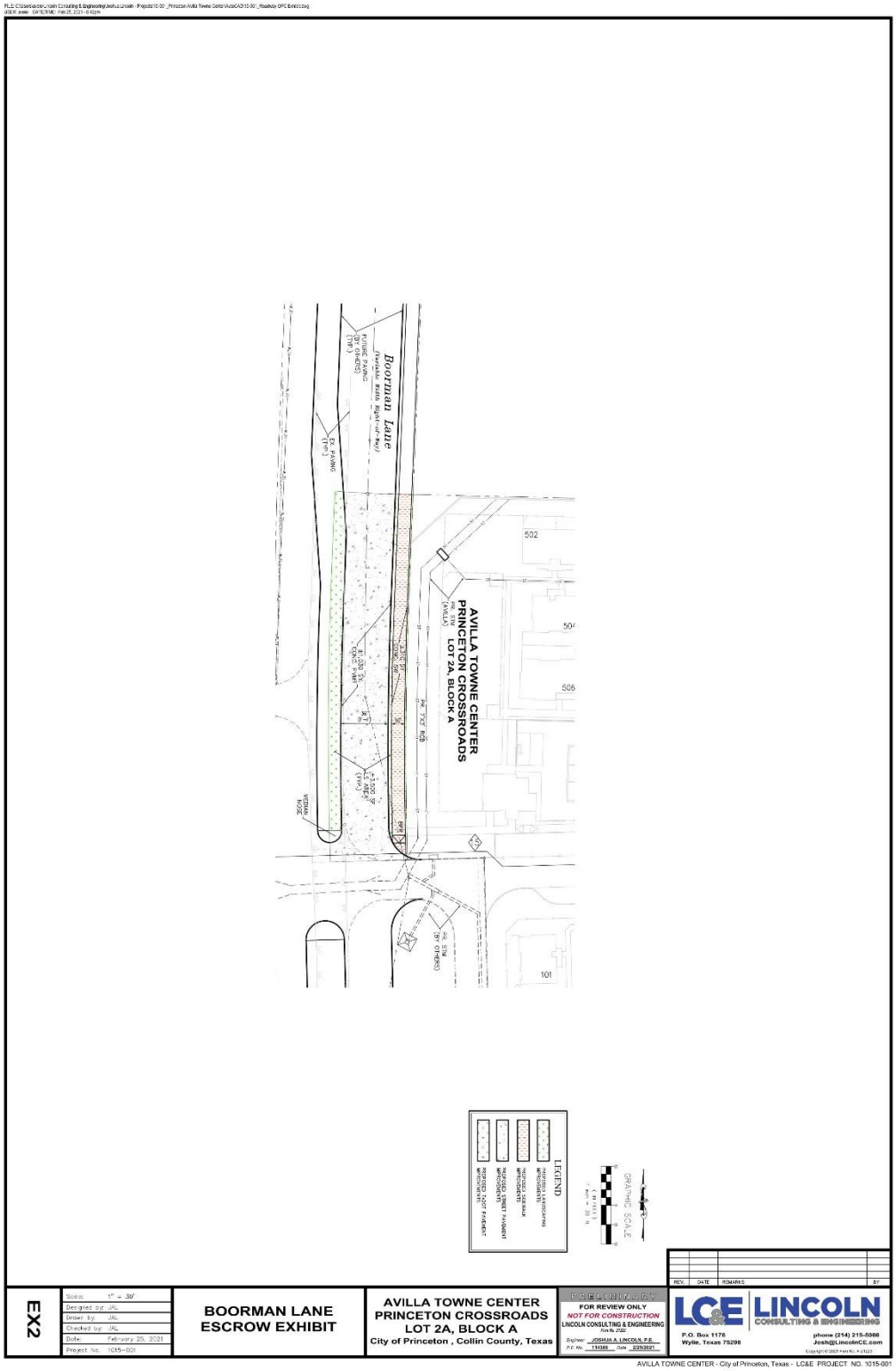


EXHIBIT F

Cost Estimate for Boorman Lane Improvement Work

DRAFT

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

PROJECT: Avilla Towne Crossing **ACREAGE: 0.425 ac (ROW)**

Boorman Lane

PPREPARED FOR: NexMetro Communities **JOB NUMBER: 15-001**

BOORMAN LANE ROADWAY IMPROVEMENTS
(1/2 OF ULTIMATE SECTION ALONG 130' ROW FRONTAGE)

EARTHWORK & EROSION CONTROL

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Excavation and Recompaction (1.5' Across Site)	1,030	C.Y.	$ 22.00	$ 22,660.00
Silt Fence	460	L.F.	$ 3.50	$ 1,610.00
Curlex	460	L.F.	$ 1.50	$ 690.00
SWPPP	1.0	L.S.	$ 1,500.00	$ 1,500.00
				$ 26,460.00

PAVING

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
4" thick Concrete Sidewalk	310	S.Y.	$ 60.00	$ 18,600.00
8" 4000 PSI Reinf. Concrete Pavement	1,030	S.Y.	$ 75.00	$ 77,250.00
7" Lime Stabilized Subgrade	1,133	S.Y.	$ 20.00	$ 22,660.00
Hydrated Lime (40# / S.Y.)	23	TON	$ 200.00	$ 4,532.00
Barrier Free Ramp	1	EA.	$ 2,000.00	$ 2,000.00
Concrete Median Nose	1	EA.	$ 1,000.00	$ 1,000.00
Connect to Existing Street / Pavement	74	L.F.	$ 20.00	$ 1,480.00
Striping	1	L.S.	$ 2,000.00	$ 2,000.00
				$ 129,522.00

LANDSCAPING / AMENITIES

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Tree Plantings	1	L.S.	$ 3,750.00	$ 3,750.00
Sod	3,500	S.F.	$ 0.90	$ 3,150.00
Irrigation System	3,500	S.F.	$ 1.25	$ 4,375.00
Street Lighting	2	EA.	$ 17,500.00	$ 35,000.00
				$ 46,275.00

SUMMARY OF CONSTRUCTION COSTS

DESCRIPTION	TOTAL COST
Earthwork & Erosion Control	$ 26,460.00
Paving	$ 129,522.00
Landscaping / Amenities	$ 46,275.00
SUB-TOTAL	$ 202,257.00
CONTINGENCY (20%)	$ 40,451.40
CONSTRUCTION COST	**$ 242,708.40**

OTHER DEVELOPMENT FEES

DESCRIPTION	TOTAL COST
3% Bonds	$ 7,281.25
1% Mobilization	$ 2,427.08
Engineering & Surveying (Assume 12% Constr.)	$ 29,125.01
	$ 38,833.34

BOORMAN LANE IMPROVEMENT TOTAL	**281,541.74**

BOORMAN LANE ESCROW CACLULATION	UNIT	TOTAL COST
Boorman Lane Escrow Total (100% of Total Improvements)	100%	**$ 281,541.74**

Assumptions:

1. Quantities are preliminary and subject to final approval of construction plans by the City.
2. This OPC is split into parts and assumes that all parts of this project will be constructed simultaneously.
3. The Client shall review and approve all quantities and unit prices prior to use of this OPC.
4. This OPC is not intended to serve as a comprehensive and complete analysis of development and construction costs. Any items not specifically noted in this OPC shall be added by the Client.
5. Any quantities and/or unit prices left blank shall be completed by the Client.
6. Oversize utility and pavement reimbursable amounts, if any, are not included in this OPC.
7. Drainage, utility, street, grading and construction easements/agreements will be required to develop this site.
8. Excavation quantities do not account for the presence of rock.
9. Construction management and SWPPP inspection fees are not included.
10. This OPC assumes that relocation of any underground or overhead franchise utilities, other than specifically noted, on or adjacent to the site is not necessary.
11. This OPC assumes that no rock or similar material will be encountered during construction.
12. The Escrow portion for the Princeton Crossroad Roadway Improvements is calculated based on the percentage of paving of the total project applied to the Total Cost of all roadway improvements.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the City of Princeton, Texas, a general-law municipality (the "City") and Habitat for Humanity of Collin County ("Owner").

RECITALS

WHEREAS, Owner owns real property in the City's corporate limits consisting of five (5) residential lots labeled Lot 14, Lot 15, Lot 16, Lot 17, and Lot 18 as shown in the attached **Exhibit A** (the "Property"); and

WHEREAS, the Property is located wholly within the City's existing corporate limits; and

WHEREAS, Owner and the City desire to enter into this Agreement to govern development of the Property and other matters related to the Property; and

WHEREAS, the Owner desires to modify the Zoning for the Property to Planned Development zoning as described herein; and

WHEREAS, the Property is currently undeveloped and the Owner plans to develop the Property for use as five (5) residential lots including Lots 14-18 in Block C, Harrelson Drive (collectively, the "Project") and is responsible for all public improvements necessary to serve the except as expressly set forth in this Agreement; and

WHEREAS, building plans for one of the respective residential structures (Lot 17) included in the Project are attached as **Exhibit B**, and said building plans shall be deemed to be the minimum standards for all residential structures on said Lots 14-18 (the "Building Standards"); and

WHEREAS, certain additional minimum standards for development of the Project are attached as **Exhibit C** ("Project Standards"); and

WHEREAS, the Owner and the City desire that certain public improvements be constructed to serve the Project including the water main and wastewater main (collectively, the "City Improvements") shown on the construction plans for said improvements attached as **Exhibit D**; and

WHEREAS, the City is willing to construct the watermain and wastewater main in accordance with the terms of this Agreement provided that the Owner agrees to meet the Building Standards, Project Standards and the PD Zoning; and

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Agreement, the City and Owner agree as follows:

Section 1. Effective Date.

The Effective Date of this Agreement (the "Effective Date") shall be the date that the last of the following events have occurred: (1) City Council of the City of Princeton, Texas has approved and adopted this Agreement and the Mayor has duly executed this Agreement; and (2) Owner has duly executed this Agreement and delivered same to the City.

Section 2. Term and Termination.

The term of this Agreement shall commence on the Effective Date and shall terminate upon completion of the Parties' obligations hereunder or earlier termination by a Party under Section 7.04.

Section 3. Recitals Incorporated and Definitions.

3.01 The recitals in the preamble to this Agreement are hereby incorporated for all purposes.

3.02 The following words or phrases shall have the following meanings:

"City Code" means the Code of Ordinances, City of Princeton, Texas.

"City Council" means the governing body of the City of Princeton, Texas.

"City Regulations" mean City Code provisions, ordinances, design standards, uniform codes, and other City regulations and policies, including but not limited to the Building Standards and the Project Standards.

"Parties" mean the City and Owner.

"Party" means either the City or the Owner.

"PD Zoning" means the Planned Development District residential zoning classification that the Owner shall apply for in accordance with City Code Sec. 82-25 with a base zoning of SF-1—Single-Family Residential district except as modified by the requirements set forth in the Building Standards and Project Standards or as such zoning may be approved by the City Council.

Section 4. Project Development.

4.01. Development Standards and Zoning.

(a) Development Standards. The Project shall be developed by Owner in accordance with this Agreement, the Building Standards, the Project Standards, and applicable City Regulations, including without limitations the PD Zoning. The City is not required to fund or construct any infrastructure or other improvements other than those specific improvements that are expressly and specifically set forth in this Agreement.

(b) Zoning Change. Notwithstanding any provision of this Agreement, the entirety of this Agreement is contingent on the Owner applying for and obtaining the PD Zoning as defined in this Agreement on or before July 31, 2022. If the PD Zoning is not approved on or before said date then this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder.

4.02 City Improvements.

(a) If the above-referenced zoning change to PD Zoning is timely completed and once the Owner has granted the City all construction and utility easements as determined necessary by the City, the City will fund the construction and shall construct or cause to be constructed the City Improvements in accordance with the construction plans attached as **Exhibit D**.

(b) The City shall commence construction of the City Improvements on or before 60 days after the PD Zoning is timely completed and shall complete construction of the City Improvements in a good and workmanlike manner on or before 90 days after commencement of construction.

Section 5. Permits, Fees and Regulations.

5.01 Permits and Fees. Before commencing construction on any lot within the Property, Owner shall obtain all building permits and other permits and pay all fees required for such lot under City Regulations, including without limitation impact fees applicable to such lot.

5.02 Regulations. Owner acknowledges and agrees that the Project and development of the Property must comply with the Building Standards, Project Standards, PD Zoning, and all applicable City Regulations, which shall be enforceable under this Agreement. In the event of any conflict between any applicable City Regulation(s) and the term(s) of this Agreement, this Agreement shall control. In the event of any conflict between this Agreement and the PD Zoning, the PD Zoning shall control.

Section 6. Warranties.

6.01 Owner Warranties. Owner is the sole owner of the Property and has the authority to enter into and perform, and will perform, the terms of this Agreement. Any entity(ies)/individual(s) executing this Agreement on behalf of Owner are duly authorized to execute this Agreement on behalf of Owner.

6.02 City Warranties. The City has the authority to enter into and perform, and will perform, in accordance with the terms of this Agreement. Any entity(ies)/individual(s) executing this Agreement on behalf of the City are duly authorized to execute this Agreement on behalf of the City.

Section7. Miscellaneous.

7.01. Compliance with Laws. The Parties shall observe and obey all applicable laws, ordinances, regulations, and rules of the federal, state, county, and city governments related to the Project.

7.02. Time Periods. Time is of the essence in the performance of this Agreement.

7.03. Force Majeure. If the City or Owner are prevented, wholly or in part, from fulfilling their respective obligations under this Agreement, by reason of any act of God, pandemic, unavoidable accident, acts of enemies, fires, floods, governmental restraint or regulation, war, riot, civil commotion, insurrection, inclement weather, floods, shortages of labor or materials, strikes, or by reason of circumstances beyond its control, then the obligations of each Party are temporarily suspended during continuation of the force majeure. If either Party's obligation is affected by any of the causes of force majeure, the Party affected shall promptly notify the other Party in writing, giving full particulars of the force majeure as soon as possible after the occurrence of the cause or causes relied upon. The Party affected shall thereafter provide written reports to the other Party at least once every two weeks detailing the Party's efforts taken to be able to resume performance under this Agreement and an estimate of the date that resumption of performance will begin.

7.04. Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, the maximum period to cure any default shall be 90 days, after which the Party who gave notice of the default may terminate this Agreement by providing written notice of termination.

7.05 Remedies. If a party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this agreement, seek any relief available at law or in equity, including, but not limited to, an action under the uniform declaratory judgment act, specific performance, mandamus, and injunctive relief. The Parties specifically agree that neither Party shall be liable to the other Party for any actual or consequential or incidental damages, direct or indirect, or interest for any act of default under the terms of this Agreement.

7.06. No Waiver. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of this Agreement. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement. Any waiver or indulgence of Owner's default may not be

considered an estoppel against the City. It is expressly understood that if at any time Owner is in default in any of its conditions or covenants of this Agreement, the failure on the part of the City to promptly avail itself of the rights and remedies that the City may have, will not be considered a waiver on the part of the City, but the City may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

7.07 Limitation of Remedies. The Parties specifically agree that neither party shall be liable to the other party for any actual or consequential or incidental damages, direct or indirect, or interest for any act of default under the terms of this Agreement.

7.08 Assignment. No Party may assign this Agreement or any portion of this Agreement to any other party without the written consent of the other Party to this Agreement.

7.09 Notices. Any notice and/or statement required and permitted to be delivered under this Agreement shall be deemed delivered depositing the same in the United States mail, certified with return receipt requested, proper postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in in accordance with this provision.

OWNER: Habitat for Humanity of Collin County
2060 Couch Dr
McKinney, Texas 75069

With a copy to:
Arthur Anderson
Winstead PC
2728 N. Harwood Street
Suite 500
Dallas, Texas 75201

CITY: Attn: City Manager
City of Princeton
123 West Princeton Drive
Princeton, Texas 75407

With a copy to:
Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

Notice is effective upon deposit in the United States mail in the manner provided above.

7.10 Incorporation of Other Documents. The Exhibits referenced in this Agreement and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following:

Exhibit A – Depiction of the Property
Exhibit B – Building Standards
Exhibit C – Project Standards
Exhibit D – Water Main and Wastewater Main Construction Plans

7.11 Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each Party.

7.12 Relationship of Parties. In performing this Agreement, both the City and Owner will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either Party may not be, nor be construed to be, the employees or agents of the other Party for any purpose.

7.13 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

7.14 Severability. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the Parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose.

7.15 Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; venue for any legal action related to this Agreement is in Collin County, Texas.

7.16 Interpretation. The Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

7.17 Sole Agreement. This Agreement constitutes the sole agreement between the City and Owner as relates to the development of the Property. Any other prior agreements, promises, negotiations, or representations related to the development of the Property, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

7.18 Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party, other than Owner (but only commencing at such time as Owner purchases the Property from Owner).

7.19 Binding Agreement. The Parties agree that this Agreement and any memorandum or short form of this Agreement may be recorded, and that this Agreement shall run with the land. This Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute an encumbrance to title, with respect to any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

7.20 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

7.21 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM OF A VESTED RIGHT ARISING FROM CHAPTERS 43, 211, OR 245, TEXAS LOCAL GOVERNMENT CODE.

7.22 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

7.23 Marketing. The Parties agree that the Project may be marketed and publicized as a "partnership" between the Parties and agree to cooperate in such marketing efforts for the purpose of promoting the Parties and the purposes of the Project. The Parties agree that such marketing or publicity efforts or any content disseminated in furtherance thereof shall not alter the relationship of the Parties as set forth in Section 7.12.

[SIGNATURE PAGES FOLLOW]

OWNER:

Habitat for Humanity of Collin County

By: Celeste H. Cox
Printed Name: Celeste H. Cox
Title: President/CEO
Date: 8/2/21

State of Texas
County of Collin

Before me, on this day personally appeared Celeste H. Cox.

Given under my hand and seal of office this 2nd day of August, 2021.

NOTARY PUBLIC STATE OF TEXAS
Ruth Alea Drye
My Commission Expires
03/09/2025
ID No. 11680727

Ruth A. Dye
Notary – State of Texas

CITY OF PRINCETON, TEXAS

By:_____
Name: Brianna Chacón
Title: Mayor
Date:_____

State of Texas
County of Collin

Before me, on this day personally appeared Brianna Chacón known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in her capacity as Mayor of the City of Princeton, Texas.

Given under my hand and seal of office this _____ day of _____, 2021.

_____
Notary – State of Texas

Exhibit A
Depiction of the Property

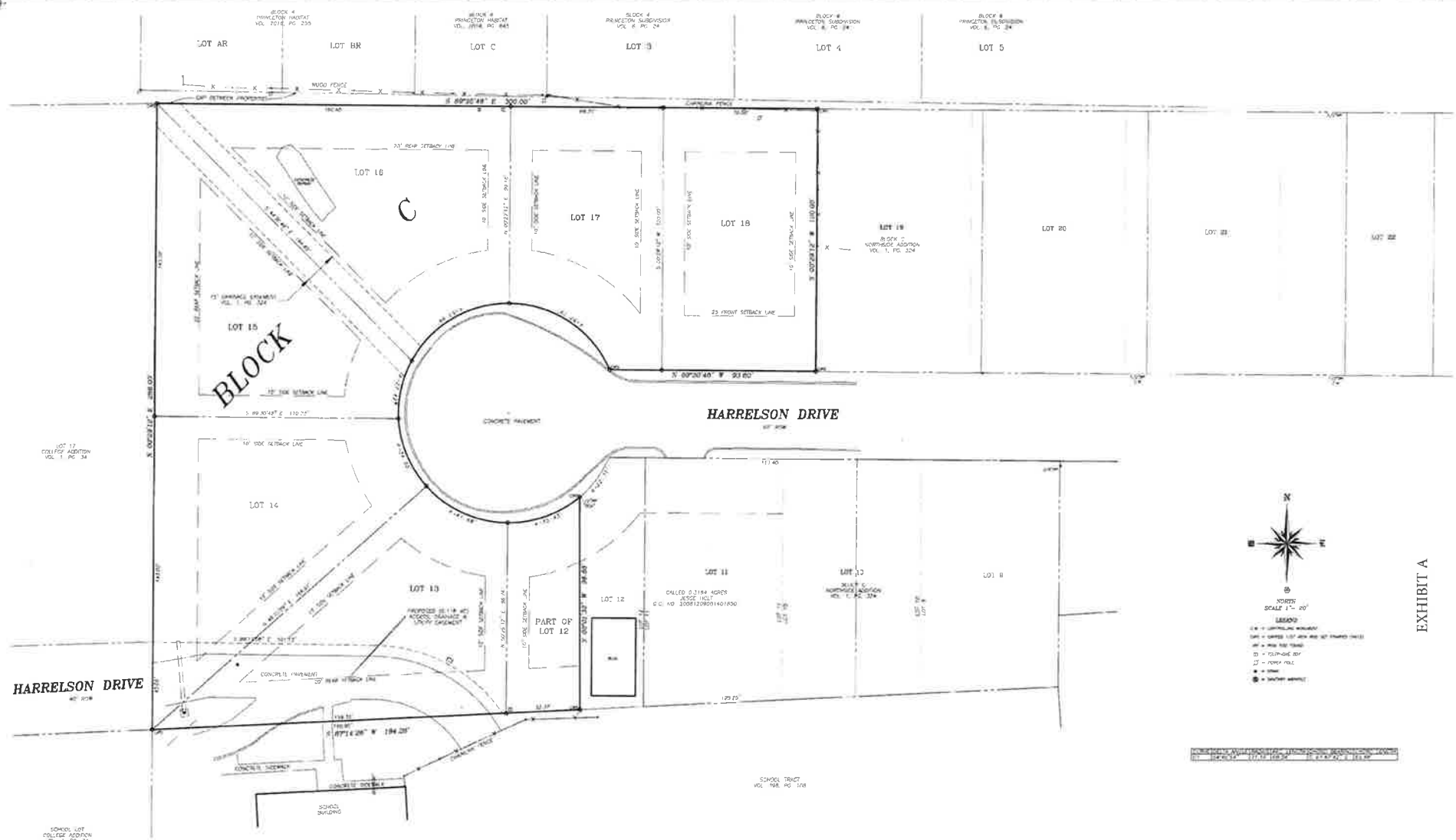


EXHIBIT A

BUILDING SETBACK EXHIBIT
PART OF LOT 12 AND ALL OF LOTS 13-18
BLOCK C
NORTHSIDE ADDITION
CITY OF PRINCETON
COLLIN COUNTY, TEXAS

SURDUKAN SURVEYING, INC.

Exhibit B
Building Standards

310 HARRELSON DRIVE

NEW CONSTRUCTION

PRINCETON, TX 75407

MAP LOCATION

#310

LOT: 17 - BLOCK: C

COLLIN CAD PROPERTY ID: 2819535

LATEST REVISION ISSUE

04.19.21	GARAGE CONVERSION, BRICK LEDGE

CURRENT CODES/ORDINANCES

2018 IBC	2018 IRC
2018 IFC	2018 IECC
2018 IMC	2017 NEC
2018 IPC	

SHEET INDEX

CS - COVER SHEET
SP - SITE PLAN
A1 - FLOOR PLAN
A2 - ELECTRICAL PLAN
A3 - EXTERIOR ELEVATIONS
A4 - ROOF PLAN
A5 - INTERIOR ELEVATIONS
P1 - PLUMBING LAYOUT PLAN

EXHIBIT B

REVISION	BY

310 HARRELSON DRIVE
PRINCETON, TX 75407

Habitat for Humanity

C.H. JOHNSON

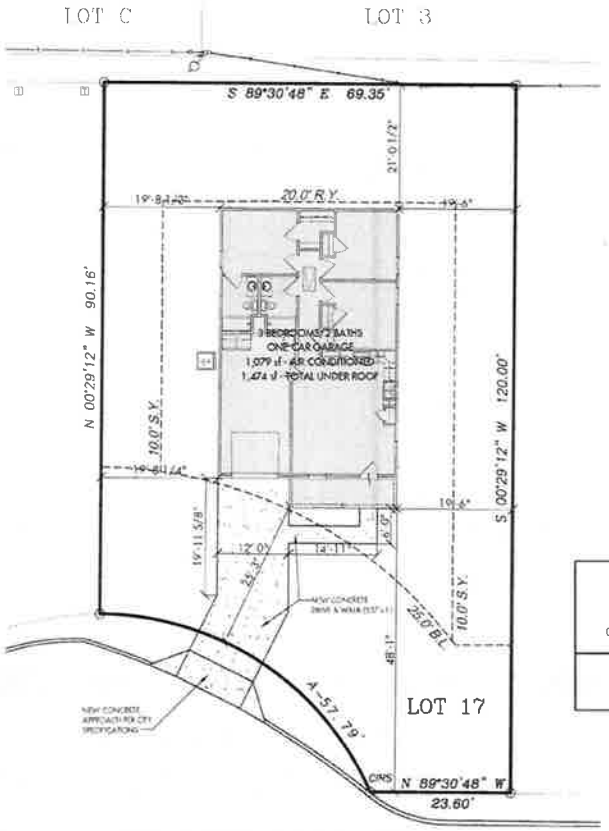
REVISED DATE: 04.19.21

SCALE: NO SCALE

DRAWN BY: CHJ

SHEET NAME: COVER SHEET

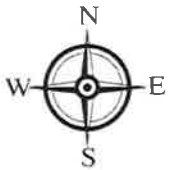
SHEET NO.: CS



HARRELSON DRIVE
(40' right-of-way)

#310
LOT: 17 - BLOCK: C
COLLIN CAD PROPERTY ID: 2819535

LOT: 7,339 s.f. / STRUCTURES: 1,474 s.f.
TOTAL LOT COVERAGE: 20%



SITE PLAN
1" = 20'

REVISION	BY

310 HARRELSON DRIVE
PRINCETON, TX 75407

Habitat for Humanity

C.H. JOHNSON

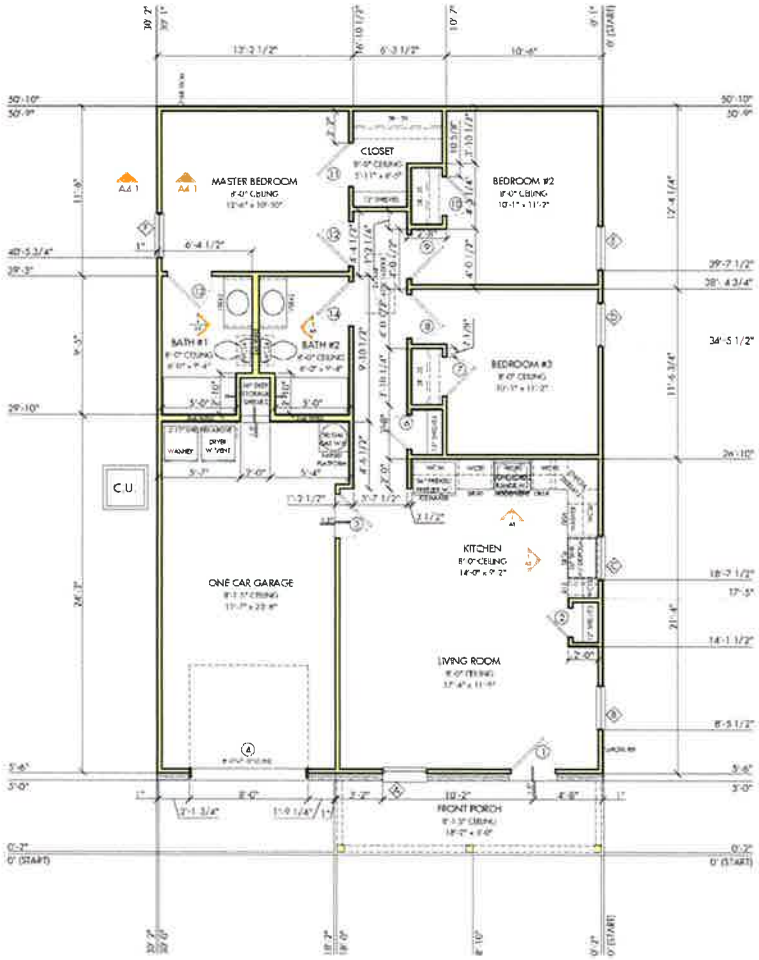
REVISED DATE
04.19.21

SCALE
1" = 20'

DRAWN BY
CHJ

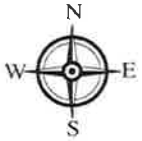
SHEET NAME
SITE PLAN

SHEET NO.
SP



FLOOR PLAN

1/8" = 1'-0"



SQUARE FOOTAGE

[illegible]	[illegible]
FRONT PORCH	[illegible]
ONE CAR GARAGE	364
TOTAL UNDER ROOF	[illegible]
CONCRETE SLAB	[illegible]

WATER EFFICIENCY NOTES

1. AVERAGE FLOW RATE FOR ALL LAVATORY FAUCETS MUST BE 1.5 GPM.
2. AVERAGE FLOW RATE FOR ALL SHOWERHEADS MUST BE 2.0 GPM.
3. AVERAGE FLOW RATE FOR ALL TOILETS MUST BE:
   3.1 – 1.6 TO 1.3 GALLONS PER FLUSH OR
   3.2 – BE DUAL FLUSH AND MEET REQUIREMENTS OF ASHRAE 4.1.7.2.9.14.1.OR
   3.3 – MEET THE UNITED STATES EPA WATERSENSE SPECIFICATIONS AND BE CERTIFIED AND LABELED ACCORDINGLY.
4. UTILIZE ENERGY STAR LABELED DISHWASHERS THAT USE 4.25 GALLONS OR LESS PER CYCLE
5. UTILIZE ENERGY STAR LABELED CLOTHES WASHER WITH MODIFIED ENERGY = 2.0 AND WATER factor = 5.5
6. UTILIZE DRIP IRRIGATION SYSTEMS FOR ALL BUILDING AREAS OF LANDSCAPE PLAN

GENERAL NOTES

1. ALL NEW CONSTRUCTION TO COMPLY WITH APPLICABLE BUILDING CODES, DEED RESTRICTIONS AND REGULATIONS.
2. THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THAT FURNISHED BY SUBCONTRACTORS.
3. THE CONTRACTOR SHALL REPORT TO THE OWNER ANY ERRORS, INCONSISTENCIES OR OMISSIONS HE MAY DISCOVER PRIOR TO COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY ERRORS AFTER THE START OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF THE OWNER.
4. DIMENSIONS TAKE PRECEDENCE OVER DRAWINGS. DO NOT SCALE DRAWINGS.
5. ALL PLAN DIMENSIONS ARE FROM STUD WALL
6. CONTRACTOR SHALL CLEAN WORK AREAS ON A DAILY BASIS SO AS TO NOT ACCUMULATE DEBRIS. UPON PROJECT COMPLETION THE CONTRACTOR IS TO CLEAN THE WORK AREAS AND JOB SITE THOROUGHLY SO AS TO REMOVE ALL CONSTRUCTION DUST, RESIDUE AND DEBRIS. DELIVER BUILDING TO THE OWNER IN A CLEAN CONDITION ACCEPTABLE TO THE OWNER.
7. ALL WORK SHALL BE PERFORMED TO INDUSTRY STANDARDS FOR QUALITY WORKMANSHIP. ALL MATERIALS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. MATERIALS AND METHODS SHALL CONFORM TO APPROPRIATE NATIONAL TRADE PUBLICATIONS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SAFETY AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE SAFETY OF THE WORKERS AND OCCUPANTS AT ALL TIMES.
9. THE CONTRACTOR SHALL LOCATE ALL MECHANICAL AND ELECTRICAL SERVICES AND DISTRIBUTION SYSTEMS WITHIN SHOWN OR NOTED AND SHALL PROTECT THE FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT OF OTHER UNITS OF OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE PERFORMANCE OF THE WORK.
10. ALL FINISHES SHALL MEET CODES AND REQUIREMENTS.
11. THE CONTRACTOR IS TO INSTALL SITE DRAINAGE AND CORRECT TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING.
12. ALL WALLS ARE TO BE 2x4 WOOD STUDS @ 16" O.C. UNLESS OTHERWISE NOTED.
13. STRUCTURAL AND MECHANICAL DESIGN BY OWNER.
14. CONTRACTOR TO CONFIRM NEW CLOSET ROD AND SHELVING LAYOUTS WITH OWNER.
15. PROVIDE TEMPERED GLASS WHERE REQUIRED BY APPLICABLE CODES.
16. CONTRACTOR TO VERIFY THAT ALL WINDOWS AND DOORS MEET ALL APPLICABLE ENERGY CODES.
17. ALL TRIM, MILLWORK, TILE BY SELECTED BY CONTRACTOR OR OWNER.
18. ALL APPLIANCES, LIGHT FIXTURES AND PLUMBING FIXTURES TO BE SELECTED BY CONTRACTOR OR OWNER.
19. BY ABSENCE OF A FRAMING SCHEDULE PREPARED BY THE ARCHITECT OR ENGINEER AND ACCEPTED BY THE BUILDING OFFICIAL, USE THE FASTENING SCHEDULE IN THE 2015 INTERNATIONAL RESIDENTIAL CODE.
20. THE SILL PLATE SHALL BE PRESSURE TREATED.
21. THE CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS, INCLUDING FOR ANY OVERHEAD OR UPPER TAPS, IF REQUIRED.
22. INSULATE ALL EXTERIOR WALLS AND ATTIC SPACE.
23. A/C SPACE
24. CONTRACTOR TO VERIFY WITH OWNER ACCESSORY ITEMS TO DETERMINE WHERE BLOCKING SHOULD GO.
25. BREAK DRYWALL OVER TOP OF DOORS AND WINDOWS TO PREVENT FUTURE CRACKING AT CORNERS.
26. CONTRACTOR TO SELECT AND PROVIDE ALL DOOR AND WINDOW HARDWARE REQUIRED BY CODE.

DOOR SCHEDULE

NO	ROOM NAME	QTY	SIZE	TYPE	THICKNESS	MAT.	SWING	FINISH	HARDWARE	NOTES
1	ENTRY	1	3'-0"x6'-8"	FIBERGLASS	1.5"	WOOD	RIGHT	PAINT	SEE DRAWING	SEE ELEVATION
2	PANTRY	1	2'-0"x6'-8"	HOLLOW CORE	1.5"	WOOD	RIGHT	PAINT	PASSAGE	
3	ONE CAR GARAGE	1	2'-0"x6'-8"	HOLLOW CORE	1.5"	WOOD	RIGHT	PAINT	SEE DRAWING	
4	ONE CAR GARAGE	1	8'-0"x7'-0"	STEEL	1.5"	METAL		PAINT	SEE DRAWING	SEE ELEVATION
5	LINEN CLOSET	1	2'-4"x6'-8"	HOLLOW CORE	1.5"	WOOD	RIGHT	PAINT	PASSAGE	
7	BEDROOM #1 CLOSET	1	2'-4"x6'-8"	HOLLOW CORE	1.5"	WOOD	LEFT	PAINT	PASSAGE	
8	BEDROOM #3	1	2'-6"x6'-8"	HOLLOW CORE	1.5"	WOOD	RIGHT	PAINT	PRIVACY	
9	BEDROOM #3	1	2'-6"x6'-8"	HOLLOW CORE	1.5"	WOOD	LEFT	PAINT	PRIVACY	
10	BEDROOM #3 CLOSET	1	2'-6"x6'-8"	HOLLOW CORE	1.5"	WOOD	RIGHT	PAINT	PASSAGE	
11	MASTER CLOSET	1	2'-0"x6'-8"	HOLLOW CORE	1.5"	WOOD	LEFT	PAINT	PASSAGE	
12	MASTER BEDROOM	1	2'-6"x6'-8"	HOLLOW CORE	1.5"	WOOD	RIGHT	PAINT	PRIVACY	
13	BATH #1	1	2'-0"x6'-8"	HOLLOW CORE	1.5"	WOOD	LEFT	PAINT	PRIVACY	
14	BATH #2	1	2'-0"x6'-8"	HOLLOW CORE	1.5"	WOOD	LEFT	PAINT	PRIVACY	

WINDOW SCHEDULE

NO	ROOM NAME	QTY	SIZE	TYPE	U-FACTOR	SHGC	MATERIAL	FINISH	HEADER HT	NOTES
A	LIVING ROOM	1	3'-0"x5'-0"	SINGLE HUNG	0.20	0.30	VINYL	PRE-COLORED INTERIOR SASH	6'-8"	SEE ELEVATION
B	DINING ROOM	1	2'-0"x2'-0"	SINGLE HUNG	0.20	0.30	VINYL	PRE-COLORED INTERIOR SASH	6'-8"	SEE ELEVATION
C	KITCHEN	1	2'-0"x2'-0"	SINGLE HUNG	0.20	0.30	VINYL	PRE-COLORED INTERIOR SASH	6'-8"	SEE ELEVATION
D	BEDROOM #3	1	3'-0"x5'-0"	SINGLE HUNG	0.20	0.30	VINYL	PRE-COLORED INTERIOR SASH	6'-8"	SEE ELEVATION
E	BEDROOM #2	1	3'-0"x5'-0"	SINGLE HUNG	0.20	0.30	VINYL	PRE-COLORED INTERIOR SASH	6'-8"	SEE ELEVATION
F	MASTER BEDROOM	1	3'-0"x5'-0"	SINGLE HUNG	0.20	0.30	VINYL	PRE-COLORED INTERIOR SASH	6'-8"	SEE ELEVATION

REVISION	BY

310 HARRELSON DRIVE
PRINCETON, TX 75407

Habitat for Humanity of Collin County, TX

C.H. JOHNSON
TBPE FIRM REG. # F-13 (LEVEL)
TBPLS FIRM REG. # 10194400 www.chjcompanies.com

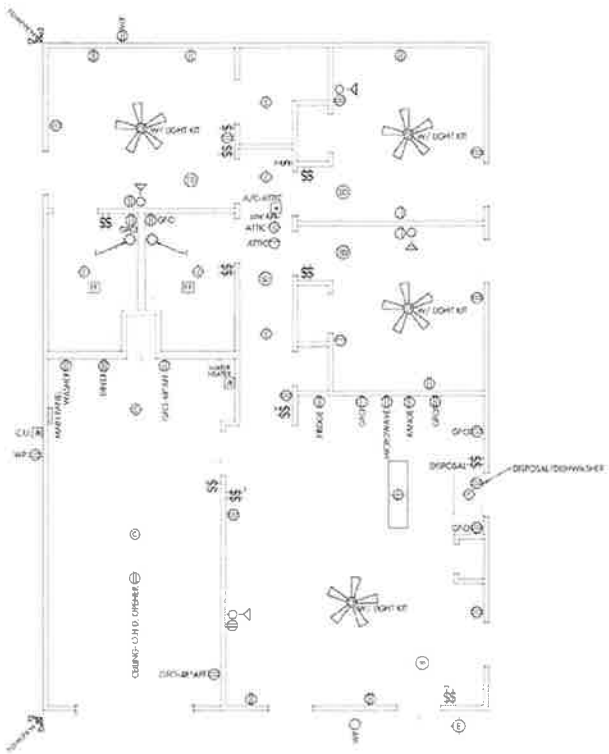
REVISED DATE: 041921

SCALE: 1/8" = 1'-0"

DRAWN BY: CHJ

SHEET NAME: FLOOR PLAN

SHEET NO: A1



ELECTRICAL PLAN

1/8" = 1'-0"

SYMBOL LEGEND

	TELEPHONE
	CABLE
JB	JUNCTION BOX
	DUPLEX ELECTRICAL OUTLET
	220 ELECTRICAL OUTLET
GFCI	GROUND FAULT CIRCUIT INTERRUPTER ELECTRICAL OUTLET
WP	WATER PROOF ELECTRICAL OUTLET
$	ELECTRICAL SWITCH
$	2 WAY ELECTRICAL SWITCH
	1'-2"x24" FLOURESCENT CLOUD LIGHT
	1'-2"x48" FLOURESCENT CLOUD LIGHT
C	CEILING MOUNT LIGHT
E	EXTERIOR WALL MOUNTED LIGHT VERIFY HEIGHT
I	INTERIOR WALL MOUNTED LIGHT VERIFY HEIGHT
CH	CHANDELIER
FLOD MOTION	FROST FLOOD LIGHT MOTION DETECTOR
SD	SMOKE DETECTOR/ CO DETECTOR
EF	ELECTRIC EXHAUST FAN
	CEILING FAN BUILDER SUPPLIED

ELECTRICAL NOTES

1. ELECTRICAL INSTALLATION TO COMPLY WITH APPLICABLE BUILDING CODES, DEED RESTRICTIONS AND REGULATIONS.
2. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES.
3. VERIFY THE POWER REQUIREMENTS OF ALL INSTALLED MECHANICAL EQUIPMENT.
4. THE ELECTRICIAN SHALL VERIFY ALL PLUG LOCATIONS WITH THE HOMEOWNER PRIOR TO WIRING AND VERIFY PLUG & SWITCH LOCATION.
5. SMOKE DETECTORS TO COMPLY WITH ALL APPLICABLE CODES, AND COORDINATE WITH ALARM SYSTEM IF APPLICABLE.
6. VERIFY COLOR AND STYLE OF OUTLET PLATES WITH OWNER.
7. ALL ELECTRICAL PLUGS, SWITCHES, LIGHTS ETC ARE TO BE UL APPROVED FOR THE FIXTURES AND FOR THE LOCATION AS PLACED.
8. VERIFY AFTER FINAL INSTALLATION OF LIGHTING ALL INSULATION IS AWAY FROM LIGHTS AS PER MANUFACTURER'S RECOMMENDATIONS. ASSURE THAT INSULATION WILL NOT ACCIDENTALLY PUSH BACK TO LIGHT AFTER COMPLETION OF JOB IF LIGHT IS NOT RATED TO BE IN CONTACT WITH INSULATION.
9. VERIFY WITH THE OWNER THE EXACT LOCATION OF PHONE JACK, TELEVISION AND ALL ELECTRICAL LIGHTS, SWITCHES AND PLUGS IN THE FIELD.
10. VERIFY WITH OWNER THE MOUNTING HEIGHT OF ALL BRACKET AND WALL SCONCES.
11. OWNER TO SELECT ALL ELECTRICAL EQUIPMENT AND FIXTURES.

REVISION	BY

310 HARRELSON DRIVE
PRINCETON, TX 75407

Habitat for Humanity

C.H. JOHNSON

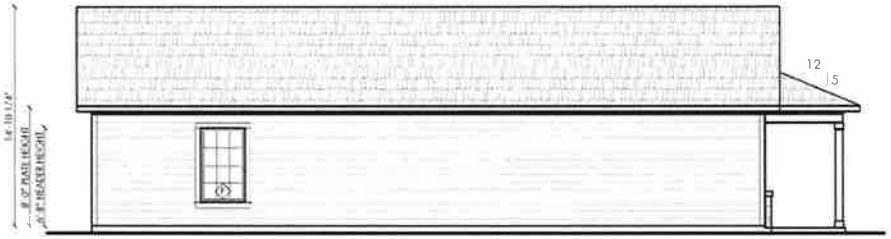
REVISED DATE: 04.19.21

SCALE: 1/8" = 1'-0"

DRAWN BY: CHJ

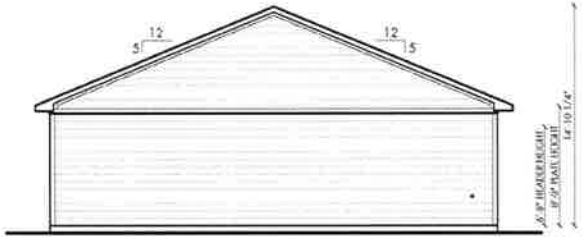
SHEET NAME: ELECTRICAL PLAN

SHEET NO: A2



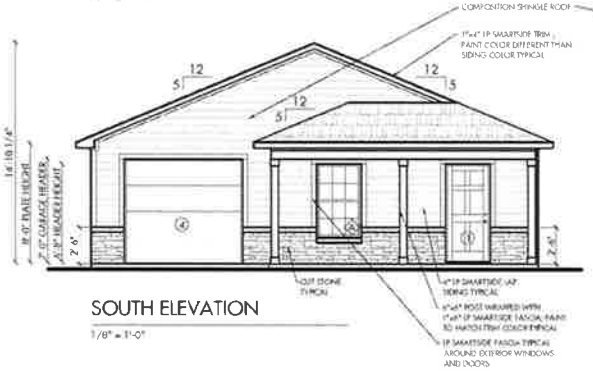
WEST ELEVATION

1/8" = 1'-0"



NORTH ELEVATION

1/8" = 1'-0"



SOUTH ELEVATION

1/8" = 1'-0"

EAST ELEVATION

1/8" = 1'-0"

ELEVATION NOTES

1. ALL NEW CONSTRUCTION TO COMPLY WITH APPLICABLE BUILDING CODES, DEED RESTRICTIONS AND REGULATIONS.
2. STRUCTURAL AND MECHANICAL DESIGNED BY OTHERS.
3. SIDING TYPE TO BE SELECTED AND APPROVED BY OWNER.
4. STONE MATERIAL TO BE SELECTED AND APPROVED BY OWNER.
5. ROOFING MATERIAL TO BE SELECTED AND APPROVED BY OWNER.
6. PAINT TYPE AND COLOR TO BE SELECTED AND APPROVED BY OWNER.
7. WINDOWS AND DOORS TO BE SELECTED AND APPROVED BY OWNER.

REVISION	BY

310 HARRELSON DRIVE
PRINCETON, TX 75407

Habitat for Humanity

C.H. JOHNSON

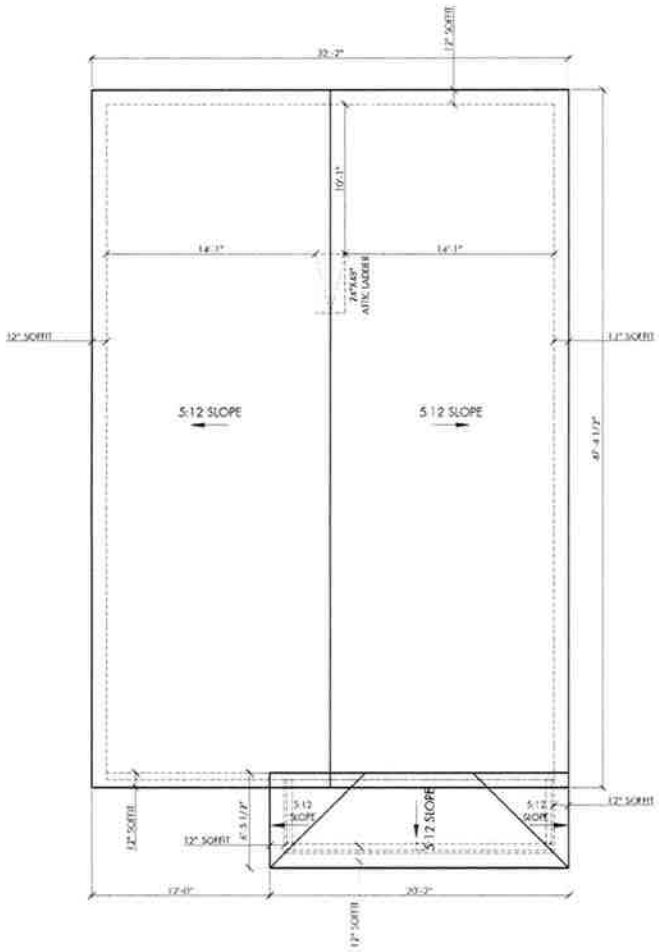
REVISED DATE: 04.19.21

SCALE: 1/8" = 1'-0"

DRAWN BY: CHJ

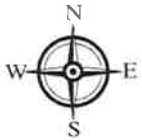
SHEET NAME: ELEVATIONS

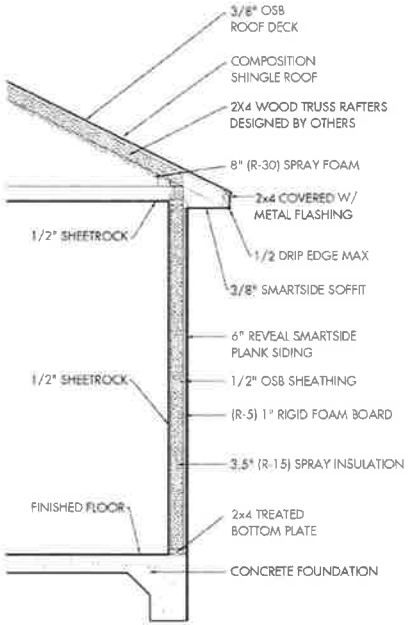
SHEET NO.: A3



ROOF PLAN

1/8" = 1'-0"





A4.1 - WALL SECTION

N.T.S.

ROOF NOTES

1. ALL NEW CONSTRUCTION TO COMPLY WITH APPLICABLE BUILDING CODES, DEED RESTRICTIONS AND REGULATIONS.
2. ROOF TRUSSES TO BE DESIGNED BY A ENGINEER LICENSED IN THE STATE OF PROJECT
3. DECKING: 2/8" OSB WITH CLIPS TYPICAL
4. 15# FELT
5. ROOFING: COMPOSITION SHINGLE STYLE & COLOR TO BE SELECTED APPROVED BY OWNER
6. ARROWS INDICATE DOWN SLOPE
7. PROVIDE METAL FLASHING AS REQUIRED.
8. GUTTER TYPE & COLOR TO BE SELECTED AND APPROVED BY OWNER.

REVISION	BY

310 HARRELSON DRIVE
PRINCETON, TX 75407

Habitat for Humanity

C.H. JOHNSON

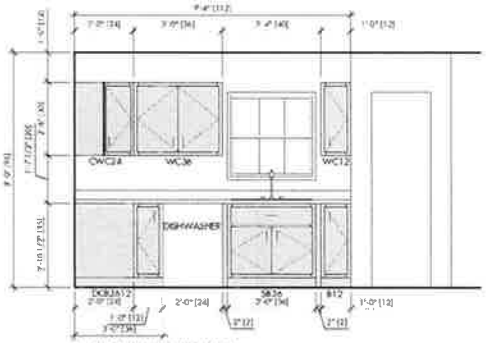
REVISED DATE: 04.19.21

SCALE: 1/8" = 1'-0"

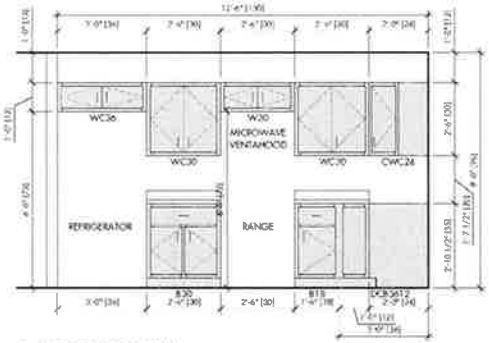
DRAWN BY: CHJ

SHEET NAME: ROOF PLAN

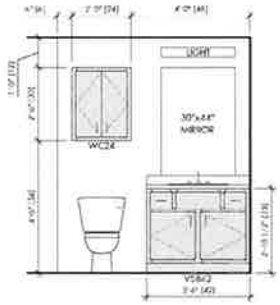
SHEET NO: A4



1 - KITCHEN ELEVATION



2 - KITCHEN ELEVATION



3 - BATH #2 ELEVATION

4 - BATH #1 ELEVATION

REVISION	BY

310 HARRELSON DRIVE
PRINCETON, TX 75407

Habitat for Humanity of Collin County, TX

C.H. JOHNSON
TEXAS REG. E-103 (ARCH.)
TBPE FIRM F-1439 TBAE No. BR-2015

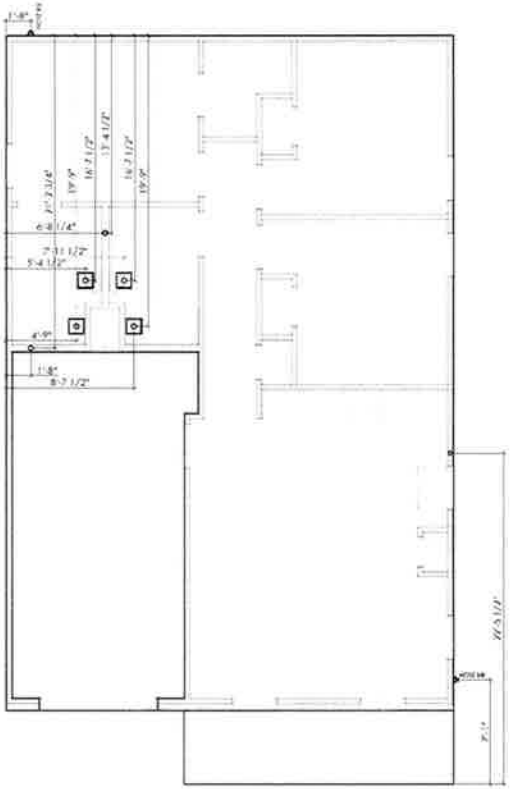
REVISED DATE
04.19.21

SCALE
1/4" = 1'-0"

DRAWN BY
CHJ

SHEET NAME
INTERIOR ELEVATIONS

SHEET NO.
A5



PLUMBING LAYOUT PLAN

1/8" = 1'-0"

REVISION	BY

310 HARRELSON DRIVE
PRINCETON, TX 75407

Habitat for Humanity

C.H. JOHNSON

REVISED DATE
04.19.21

SCALE
1/8" = 1'-0"

DRAWN BY
CHJ

SHEET NAME
PLUMBING LAYOUT PLAN

SHEET NO
P1

Exhibit C
Project Regulations

The Building Standards are the minimum standards for all residential structures included in the Project.

An attached garage must be included for each home.

The front elevation must include Brick or Stone for each home in at least as much percentage as shown in the Building Standards.

A fence is required for each yard.

Exhibit D
Water Main and Wastewater Main Construction Plans

PROPOSED WATER MAIN AND WASTEWATER MAIN
FOR
HABITAT FOR HUMANITY
HARRELSON DRIVE DEVELOPMENT
PRINCETON, TEXAS 75407

CITY STAFF

DEREK BORG, *CITY MANAGER*

SHAWN FORT, *DIRECTOR OF DEVELOPMENT SERVICES*

TOMMY MAPP, *DIRECTOR OF PUBLIC WORKS*

JACK WILSON, *CIVIL INSPECTOR*

CITY COUNCIL

BRIANNA CHACÓN, *MAYOR*

DAVID KLEIBER, *COUNCIL MEMBER PLACE 1*

MIKE ROBERTSON, *COUNCIL MEMBER PLACE 2*

BRYAN WASHINGTON, *COUNCIL MEMBER, PLACE 3*

KEVEN UNDERWOOD, *COUNCIL MEMBER, PLACE 4*

STEVEN DEFFIBAUGH, *MAYOR PRO TEMPORE, COUNCIL MEMBER, PLACE 5*

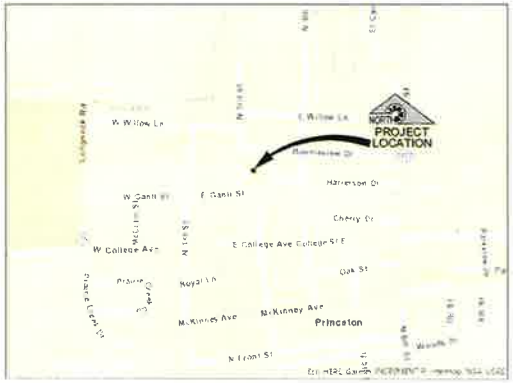
PRINCETON
TEXAS

Habitat for Humanity® of Collin County

EXHIBIT D

SHEET INDEX

SHEETS	DESCRIPTION
	COVER SHEET
C-1.0	WATER AND WASTEWATER GENERAL NOTES
C-2.0	PROPOSED 8" WATER MAIN PLAN
C-2.1	PROPOSED 8" WASTEWATER MAIN PLAN
C-2.2	PROPOSED 8" WASTEWATER MAIN PROFILE
C-2.3	EROSION CONTROL PLAN
C-2.4	WATER MAIN STANDARD DETAILS
C-2.5	WATER MAIN STANDARD DETAILS
C-2.6	WATER MAIN STANDARD DETAILS
C-2.7	WASTEWATER MAIN STANDARD DETAILS
C-2.8	WASTEWATER MAIN STANDARD DETAILS
C-2.9	EROSION CONTROL DETAILS



LOCATION MAP: N.T.S.

simon
ENGINEERING & CONSULTING

15433 Knoll Trail Drive - Suite 140
Dallas, Texas 75248
Firm Registration No: 13192
Phone: 214-466-7870

08/14/2021

PLANS SUBMITTAL/REVIEW LOG

FIRST CITY SUBMITTAL -NOT FOR CONSTRUCTION	04/15/2021
SECOND CITY SUBMITTAL -NOT FOR CONSTRUCTION	05/20/2021
THIRD CITY SUBMITTAL - NOT FOR CONSTRUCTION	06/08/2021
FOURTH CITY SUBMITTAL -FOR CONSTRUCTION	06/14/2021

811 Know what's **below.** **Call** before you dig.

GENERAL NOTES

1. Adhere to most recent version of Texas Commission on Environmental Quality requirements regarding water/sewer separation. These include requirements pertaining to new pipe installed near existing pipe.
2. CAUTION!! Existing underground utilities involved. Call 811 three days prior to construction for the location of any underground utilities involved in the area. NO SEPARATE PAY ITEM.
3. Proposed water and wastewater lines shall be stubbed out to the addition extremities in order that future extensions may be made with a minimum of expense and inconvenience.
4. All materials and practices shall be specified in the North Central Texas Council of Governments Standard Specifications for Public Works Construction (with most recent amendments). All material must be provided from a manufacturer from the City of Princeton's Approved Material List.
5. Contractor to adhere to all specifications identified in Code of Ordinances City of Princeton, Texas Chapter 36 - Design Standards and Construction Details. If there are any conflicts between those specifications and the notes listed in this plan, the Code of Ordinances City of Princeton, Texas Chapter 36 - Design Standards and Construction Details shall govern.

WATER

1. All cast iron and ductile iron fittings shall be mechanical joint or slip joint for C.I. pipe and D.I. pipe or mechanical joint, slip joint or bell and spigot for p.v.c. water pipe.
2. All water mains shall have the following minimum cover or sufficient cover to clear other utilities:
   a. 8" - 48" cover
   b. 10" and 12" pipe - 54" to 60" cover
3. Remove all bleeder lines upon completion of testing.
4. All ductile iron or cast iron pipe and or fitting shall be poly-wrapped.
5. Where conflicts occur warp waterline around inlets to obtain 1' min clearance.
6. Service saddle shall be double bronze flattened straps (no banded straps shall be allowed) with brass body or stainless-steel double bolt wide straps with stainless steel body. Minimum size tap shall be one inch diameter using a stainless-steel single strap with a minimum two-inch band width.
7. Main line valves shall be installed on both sides of the tee at all fire hydrant installations.
8. 2" bleeder's in cul-de-sacs': outside the curb for end of waterline flushing.
9. I saw cut on curb for water service. Saw cut to be painted blue.
10. II-saw cut on curb for sewer service.
11. V-saw cut on curb in location of water valves.
12. Waterline to be 5' from back of curb.
13. No wet bores will be allowed.
14. Minimum water main size shall be 8".
15. Fire hydrants shall be of the waterous type.
16. Fire hydrants to be located 3' from back of curb.
17. Meter boxes to be installed 2' from back of curb.
18. Meter boxes to be installed 2' off common lot lines (4' between two each meter boxes).
19. All water line embedment to be sand.
20. All long water services to be sleeved.
21. All water services to be poly and have ¾" curb stops.
22. Valve extensions shall be provided when operating nuts are greater than 4' below grade. Extensions shall bring valve operating nut to within 18" of the surface.
23. All water service cans to be plastic and round with cast iron ring and plastic lid.
24. All brass valves and fittings to be manufactured by Ford.
25. No valves allowed in ADA barrier free ramps.
26. All fire hydrants shall be shipped from the factory painted silver with rust-oleum enamel paint. No substitution will be allowed.
27. Watermaster, Clow Medallion, or Mueller Super Centurion fire hydrants shall be specified.
28. The Mueller HG-3 flushing system shall be installed at the end of all dead-end lines. It is designed to sheet flow over the ground. If the flusher is to be piped somewhere (detention pond for example) a Mueller HG-4 shall be installed.
29. All water main pipe material to be blue PVC, AWWA C-900, minimum DR-18.
30. Fire hydrants to be installed using an anchor lock coupling.
31. All water services shall be DR-9 HDPE.
32. Where the proposed water main crosses 4th Street, open cut method shall be used. One lane of traffic must always be left open during working hours and both lanes must be open during non-work hours.

WASTEWATER

1. Sanitary sewer laterals shall include 4' tee wye bend, pipe and one-way cleanout as per detail installed 10 feet downstream from the water main service on each lot. Unless otherwise indicated on the plans 6" laterals require manhole at the main sewer pipe.
2. Minimum cover shall be 4.0 feet. Any sewer main less than four feet deep shall be installed with Class G embedment unless otherwise authorized by the city engineer.
3. The service lateral within the ROW must have at least three feet of cover at its shallowest point.
4. Manholes will be required at all locations where the horizontal or vertical alignment of the wastewater main changes. No horizontal or vertical curves are allowed.
5. The diameter of a manhole constructed over the center of a sanitary sewer shall vary with the size of the sewer per the following:
   a. 12" or less - 4'
   b. >12" to 27" - 5'
   c. >27" to 42" - 6'
   d. Manholes 14' and deeper - 5' minimum
   e. Inside drop (when allowed under special conditions as approved by the city engineer) - 5' minimum.
6. Apply corrosion protection lining to all new and rehabilitated manholes unless manhole is constructed of polymer concrete. Reference approved materials list for liners.
7. All manhole covers shall provide a minimum 30-inch opening. Manholes shall be marked with both a plan station number and an asset number.
8. The service lateral within the ROW must have at least three feet of cover at its shallowest point.
9. Laterals: The sizes and locations of laterals shall be as designated by the city engineer. In general, for single family dwellings, the lateral size shall be four-inch minimum; House laterals shall be located at the center line of the property with a cleanout located ten feet inside the property line and shall have a ten-foot horizontal separation from the water service. All non-standard service locations shall be approved by the city engineer and indicated as non-standard on the construction drawings. Manholes will be required on six-inch and larger laterals where they connect to the main line. No laterals shall be connected within five feet of manholes for residential connections and commercial applications will be reviewed on a case-by-case basis. Laterals will not be attached to sewer mains that are deeper than 15 feet. A minimum of one lateral per building shall be required. A minimum of one lateral per residential lot shall be required.
10. Drop manhole required for grade differences or 18" or greater.
11. No wet bores will be allowed.
12. Minimum sewer size shall be 8".
13. No sewer line shall be located nearer than five feet from any tree or structure.
14. All sewer lines shall be PVC and meet the requirement of ASTM and NCTCOG under the following specifications:
   a. Green PVC, AWWA C900, minimum DR 18.
   b. Green PVC, SDR 26 or SDR 35 (ASTM D3034).
   c. Ductile Iron, AWWA C151 Pressure Class 350, internal ceramic liner and green polyethylene encased. Ceramic liner to be manufactured by Protecto 401 or approved equal.
   d. For water and wastewater separation deficiencies - PVC Pressure Pipe Class 160 SDR 35 (ASTM D2241) or Ductile Iron AWWA C151 Pressure Class 350, internal ceramic liner and green polyethylene encased. Ceramic liner to be manufactured by Protecto 401 or approved equal.
15. Embedment: Class H embedment shall be used (reference City of Princeton Detail SD-SS03) for all pipe up to 12 inches.
16. Width of trench shall be 24 inches plus O.D. W = 24" + O.D.
17. Depth of trench below pipe shall be 3" min. for 27" pipe diameter and smaller.
18. Manholes shall be located on the ends of all dead-end lines.
19. Sanitary sewer pipe joints shall conform to ASTM designations for P.V.C.pipe.
20. Sanitary sewer manholes to have a minimum opening of 30" to meet confined space entry requirements.
21. Sanitary sewer embedment to be chat rock.

Habitat for Humanity of Collin County

ISSUE DATE

Consultants

simon ENGINEERING & CONSULTING

06/14/2021

HARRELSON DR DEVELOPMENT

PRINCETON, TEXAS 75407

Drawing Date	06/14/2021
Drawn	JEB
Checked	YO
Scale	AS SHOWN

Revisions

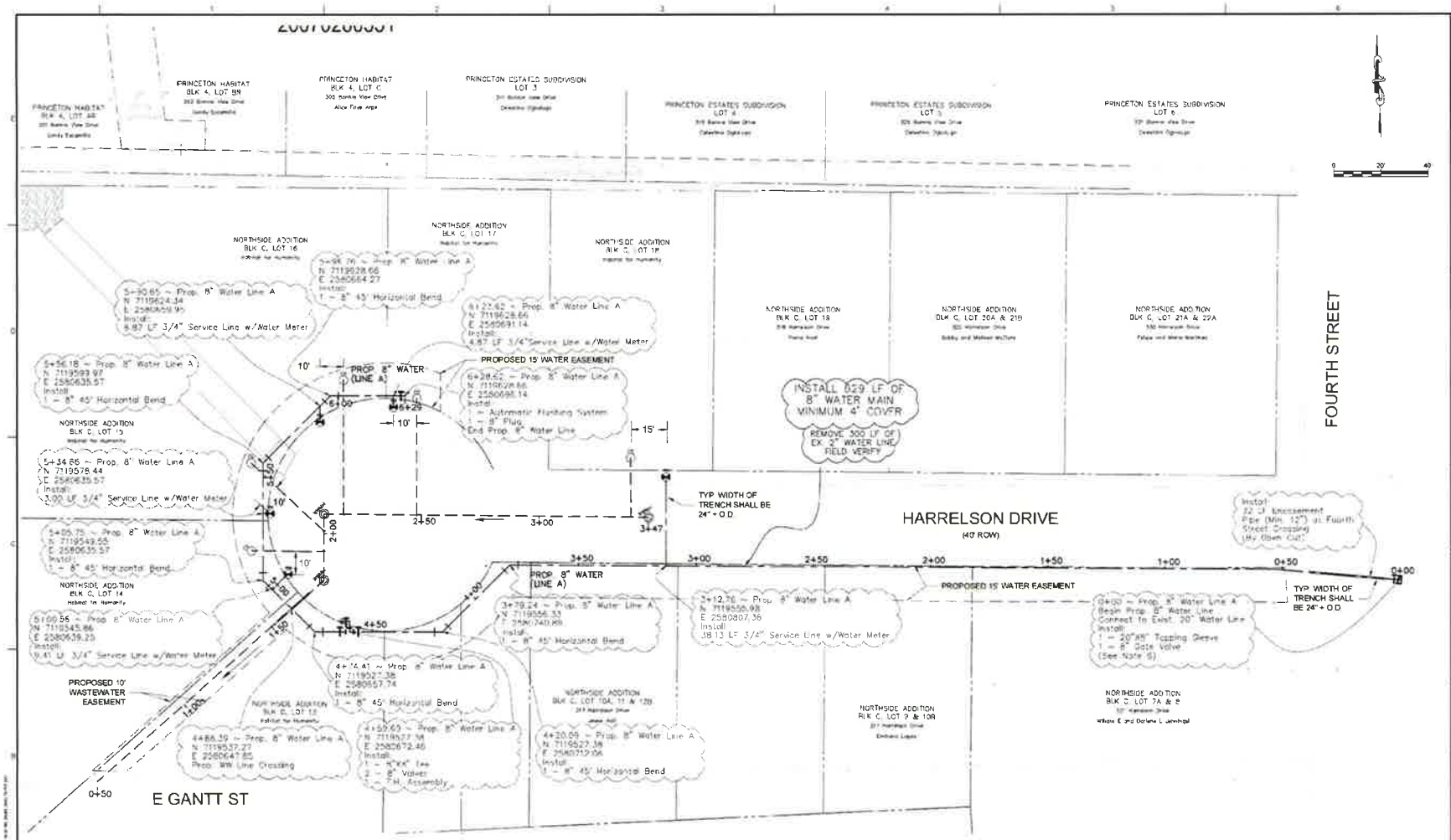
DESCRIPTION

SHEET TITLE

WATER AND WASTEWATER GENERAL NOTES

SHEET NO.

C1.0



LEGEND

	EXIST. WATER (SIZE VARIES)		WASTEWATER MANHOLE
	EXIST. WASTEWATER (SIZE VARIES)		WATER METER
	EXIST. UNDERGROUND TELEPHONE		WATER VALVE
	EXIST. UNDERGROUND GAS LINE		CLEANOUT
	PROP. WATER (SIZE VARIES)		FIRE HYDRANT
	PROP. SANITARY SEWER (SIZE VARIES)		GATE VALVE
	REMOVE AND REPLACE PAVEMENT		

NOTES

1. SAWCUT, REMOVE AND REPLACE PAVEMENTS, SIDEWALKS, CURBS AND GUTTERS SHALL CONFORM TO CITY OF PRINCETON PUBLIC WORKS & TRANSPORTATION, PAVEMENT CUTS & REPAIR STANDARDS MANUAL, LATEST EDITION.
2. ALL DISTURBED PAVEMENT MARKINGS INCLUDING, BUT NOT LIMITED TO, STRIPING, TRAFFIC BUTTONS AND CROSSWALKS SHALL BE RESTORED TO THE SAME OR IMPROVED CONDITION AS PER CITY OF PRINCETON SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, STANDARD CONSTRUCTION DETAILS AND ALL ADDENDA THERETO. NO SEPARATE PAY ITEM.
3. CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNERS FOR PARKING AND ACCESS.
4. MARK CONCRETE CURB FACE OF PAVEMENT WITH ONE 6" CUT AT LOCATION OF WATER SERVICE.
5. MARK CONCRETE CURB FACE OF PAVEMENT WITH TWO 6" CUTS (2" SEPARATION) AT LOCATION OF WASTE WATER LATERAL.
6. CONTRACTOR TO FIELD VERIFY LOCATION AND QUANTITY OF EXISTING 2" WATER LINE TO BE REMOVED AND REPLACED WITH 8" WATER LINE. CONTRACTOR TO PROVIDE WATER SERVICE CONNECTIONS TO EXISTING LOTS.

811 Know what's below. Call before you dig.

EXISTING UTILITIES LOCATION SHOWN HEREON

CAUTION

EXISTING UNDERGROUND UTILITIES IN THE AREA CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE FOUND.

BENCH MARK

A BENCH MARK SET AT THE CURB 270± FROM THE INTERSECTION OF HARRELSON DR AND FOURTH STREET

N 7119591.75
E 2580823.56
ELEV 580.03

Habitat for Humanity of Collin County

ISSUE DATE

Consultants

simon PROJECT MANAGEMENT & CONSULTING

06/14/2021

HARRELSON DR DEVELOPMENT

PRINCETON, TEXAS 75407

Drawing Date	06/14/2021
Drawn	JEB
Checked	YO
Scale:	AS SHOWN

Revisions

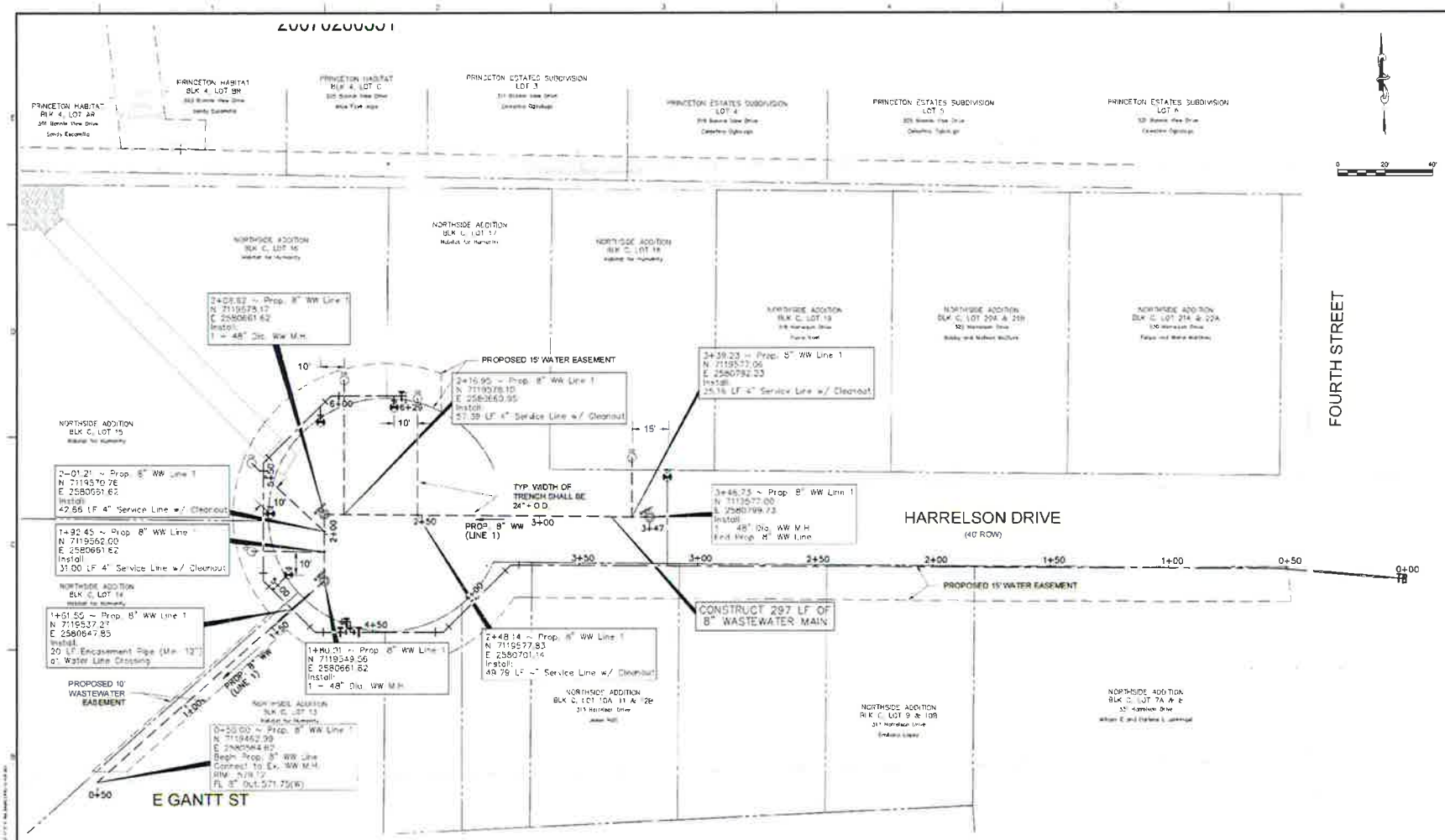
DESCRIPTION

SHEET TITLE

PROPOSED 8" WATER MAIN PLAN

SHEET NO

C2.0



LEGEND

	EXIST. WATER (SIZE VARIES)		WASTEWATER MANHOLE
	EXIST. WASTEWATER (SIZE VARIES)		WATER METER
	EXIST. UNDERGROUND TELEPHONE		WATER VALVE
	EXIST. UNDERGROUND GAS LINE		CLEANOUT
	PROP. WATER (SIZE VARIES)		FIRE HYDRANT
	PROP. SANITARY SEWER (SIZE VARIES)		GATE VALVE
	REMOVE AND REPLACE PAVEMENT		

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4. MARK CONCRETE CURB FACE OF PAVEMENT WITH ONE 6" CUT AT LOCATION OF WATER SERVICE.
5. MARK CONCRETE CURB FACE OF PAVEMENT WITH TWO 6" CUTS (2" SEPARATION) AT LOCATION OF WASTE WATER LATERAL.
6. CONTRACTOR TO FIELD VERIFY LOCATION AND QUANTITY OF EXISTING 2" WATER LINE TO BE REMOVED AND REPLACED WITH 8" WATER LINE. CONTRACTOR TO PROVIDE WATER SERVICE CONNECTIONS TO EXISTING LOTS

811 Know what's below. Call before you dig.

BENCH MARK

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N: 7119591.75
E: 2580629.56
ELEV. 580.03

Habitat for Humanity of Collin County

ISSUE DATE

Consultants

simon ENGINEERING & CONSULTING

06/14/2021

HARRELSON DR DEVELOPMENT

PRINCETION, TEXAS 75407

Drawing Date:	06/14/2021
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Checked:	YO
Scale:	AS SHOWN

Revisions

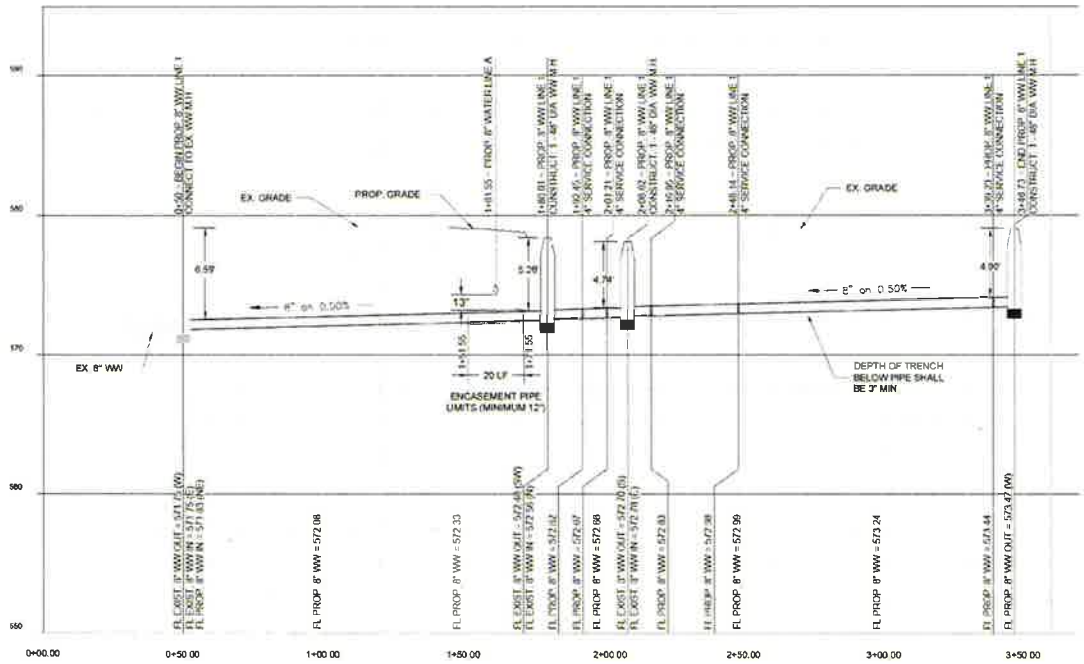
DESCRIPTION

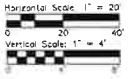
SHEET TITLE

PROPOSED 8" WASTEWATER MAIN PLAN

SHEET NO.

C2.1





8" WASTEWATER LINE 1

297 LF 8" PVC WASTEWATER PIPE
CLASS "H" EMBEDMENT

BENCH MARK

A BENCH MARK SET AT THE CURB 270± FROM THE INTERSECTION OF HARRELSON DR AND FOURTH STREET

N: 7119591.75
E: 2580823.56
ELEV 580.03

Habitat for Humanity of Collin County

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PRINCETION, TEXAS 75407

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Scale:	AS SHOWN

Revisions

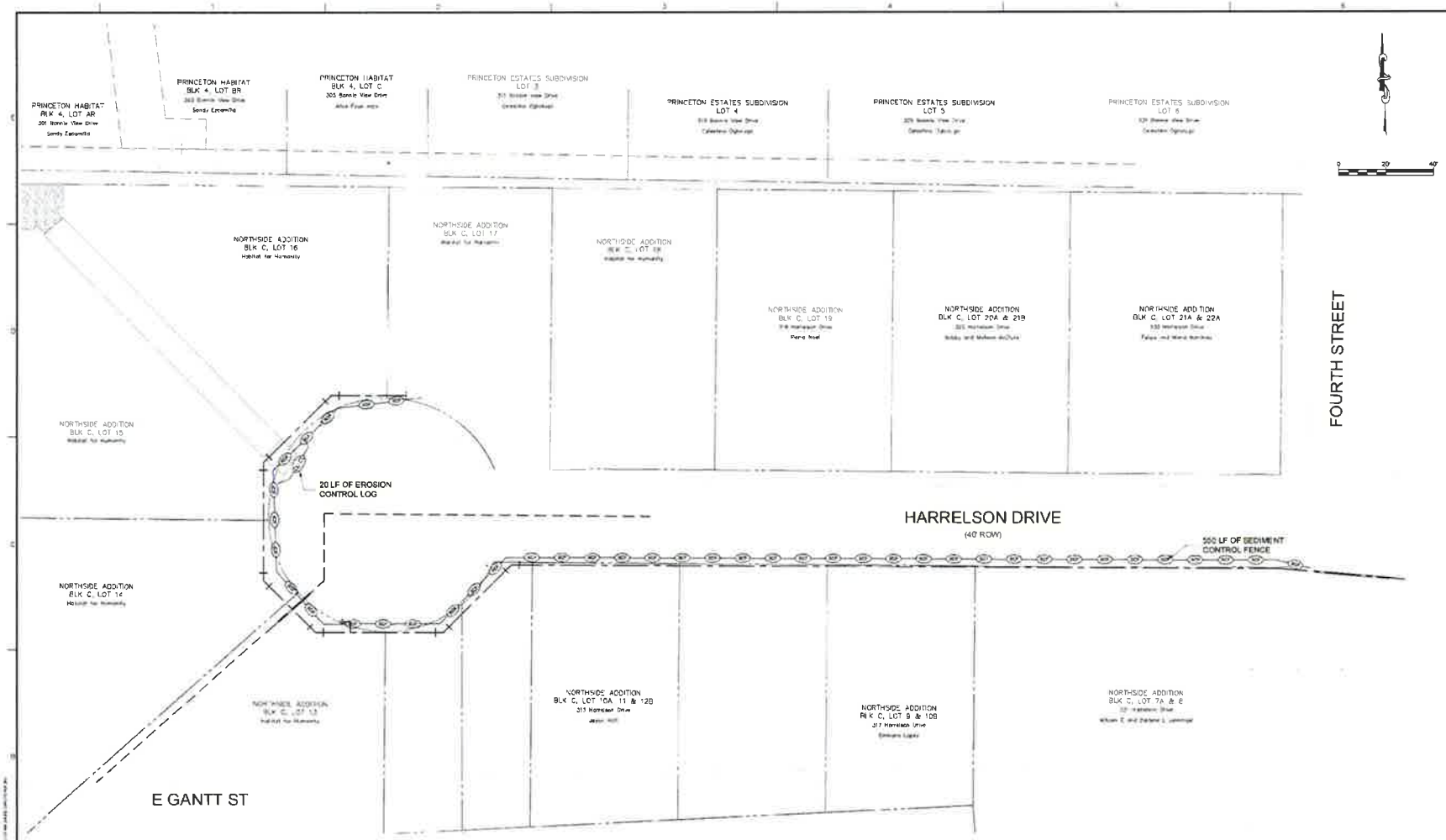
DESCRIPTION

SHEET TITLE

PROPOSED 8" WASTEWATER MAIN PROFILE

SHEET NO

C2.2



LEGEND

- SEDIMENT CONTROL FENCE
- EROSION CONTROL LOG
- PROP. WATER (SIZE VARIES)
- PROP. SANITARY SEWER (SIZE VARIES)

NOTES

1. QUANTITIES ARE PROVIDED AS REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR ACCURACY OF ALL QUANTITIES

BENCH MARK

A BENCH MARK SET AT THE CURB 270± FROM THE INTERSECTION OF HARRELSON DR AND FOURTH STREET

N 7119591.75
E 2580923.96
ELEV 590.03

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PRINCETON, TEXAS 75407

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Checked:	YO
Scale:	AS SHOWN

Revisions

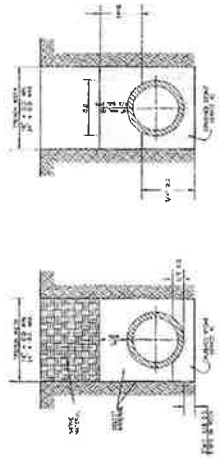
DESCRIPTION

SHEET TITLE

EROSION CONTROL PLAN

SHEET NO

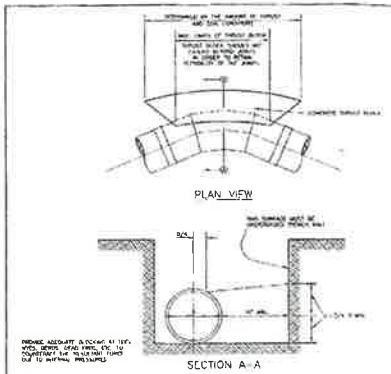
C2.3



WATER MAIN BACKFILL

STANDARD CONSTRUCTION DETAILS WATER

DATE 1999 | SHEET

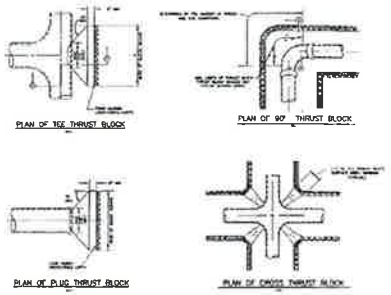


THRUST BLOCK DETAIL

THRUST BLOCK

STANDARD CONSTRUCTION DETAILS WATER

DATE 1999 | SHEET



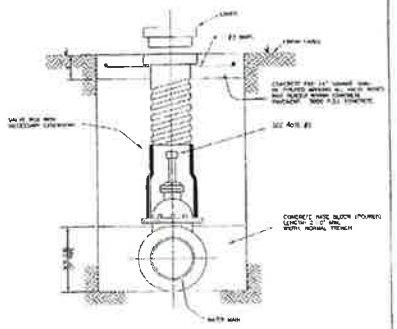
GENERAL NOTES

GENERAL DATA FOR BLOCKING

THRUST BLOCK

STANDARD CONSTRUCTION DETAILS WATER

DATE 1999 | SHEET

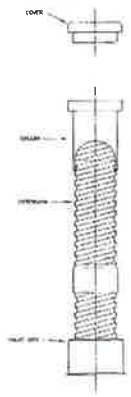


TYPICAL VALVE SETTING AND BOX

VALVE SETTING & BOX

STANDARD CONSTRUCTION DETAILS WATER

DATE 1999 | SHEET

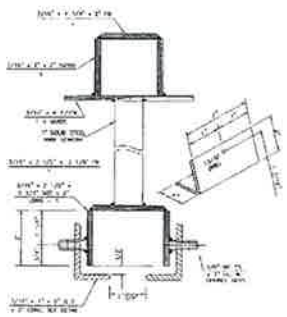


VALVE BOX WITH EXTENSION

VALVE BOX WITH EXTENSION

STANDARD CONSTRUCTION DETAILS WATER

DATE 1999 | SHEET



TYPE – B
VALVE EXTENSION

VALVE EXTENSIONS

STANDARD CONSTRUCTION DETAILS WATER

DATE 1999 | SHEET

Habitat for Humanity of Collin County

ISSUE DATE

Consultants

simon ENGINEERING & CONSULTING

06/14/2021

HARRELSON DR DEVELOPMENT

PRINCETON, TEXAS 75407

Drawing Date:	06/14/2021
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Checked:	YO
Scale:	AS SHOWN

Revisions

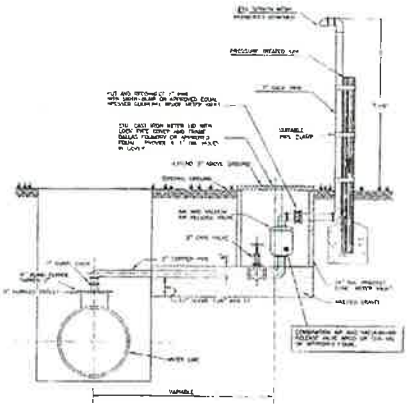
DESCRIPTION

SHEET TITLE

WATER MAIN STANDARD DETAILS

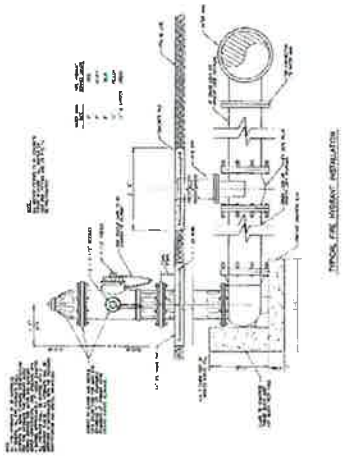
SHEET NO.

C2.4

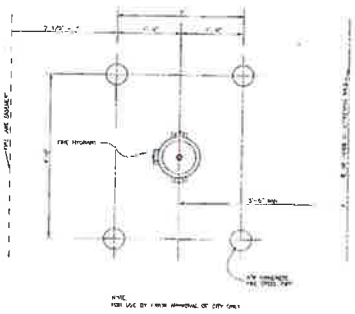


TYPICAL AIR AND VACUUM-AIR RELEASE VALVE INSTALLATION

AIR AND VACUUM-AIR RELEASE VALVE INSTALLATION | STANDARD CONSTRUCTION DETAILS WATER | DATE 1/99 | SHEET

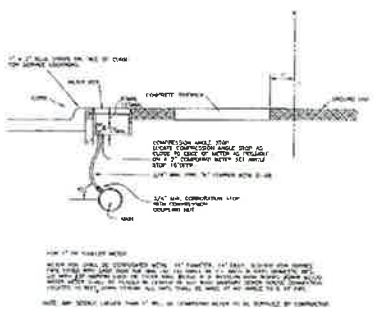


FIRE HYDRANT INSTALLATION | STANDARD CONSTRUCTION DETAILS WATER | DATE 1999 | SHEET



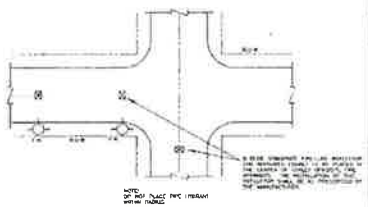
FIRE HYDRANT GUARD POST DETAIL

FIRE HYDRANT GUARD POST | STANDARD CONSTRUCTION DETAILS WATER | DATE: 1999 | SHEET



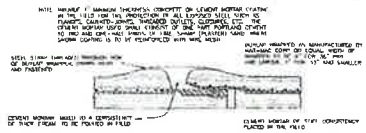
TYPICAL SERVICE CONNECTION WITH METER BOX

SERVICE CONNECTION WITH METER BOX | STANDARD CONSTRUCTION DETAILS WATER | DATE: 1/99 | SHEET

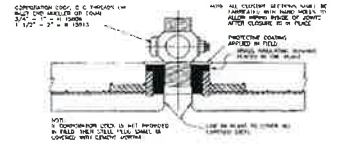


TYPICAL FIRE HYDRANT REFLECTOR INSTALLATION

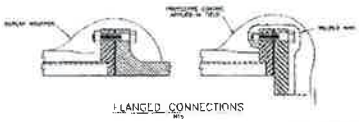
FIRE HYDRANT REFLECTOR INSTALLATION | STANDARD CONSTRUCTION DETAILS WATER | DATE: 1999 | SHEET



STANDARD RUBBER GASKET JOINT



THREADED CONNECTION



FLANGED CONNECTIONS

REINFORCED CONCRETE CYLINDER PIPE DETAILS | STANDARD CONSTRUCTION DETAILS WATER | DATE 1999 | SHEET

Habitat for Humanity of Collin County

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06/14/2021

HARRELSON DR DEVELOPMENT

PRINCETON, TEXAS 75407

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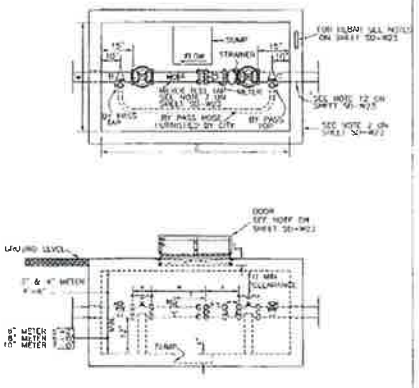
WATER MAIN STANDARD DETAILS

SHEET NO.

C2.5

NOTE:
ALL SERVICES TO BE EQUIPPED WITH AN APPROVED BACKFLOW DEVICE



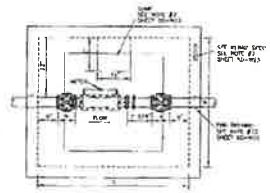
METER VAULT
N/S

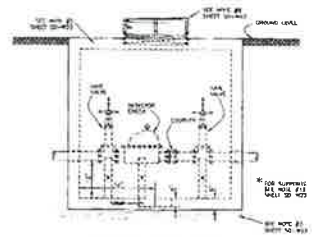
METER VAULT | STANDARD CONSTRUCTION DETAILS WATER | DATE 1999 | SHEET SD-W20

METER VAULT & BY-PASS SPECIFICATIONS

METER VAULT														
DIMENSIONS								DIMENSIONS						
METER SIZE	X	Y	Z					METER SIZE	X	Y	Z			
1"	30"	8"	11 1/2"	24"		1'-10 1/2"		1"	30"	9"	14 1/2"	12"	9"	1'-10"
2"	32"	8"	11 1/2"	26"	—	2'-1 1/2"		2"	30"	9"	15 1/2"	12"	10"	2'-1"
3"	34"	8 1/2"	11 1/2"	32"	—	2'-4"		3"	36"	9 1/2"	15 1/2"	14"	12"	2'-3"
								4"	37"	11 1/2"	15 1/2"	16"	13"	2'-7"
								6"	37"	13 1/2"	15 1/2"	17"	15"	2'-11"

METER VAULT | STANDARD CONSTRUCTION DETAILS WATER | DATE 1999 | SHEET SD-W21





DETECTOR CHECK VALVE
N/S

DETECTOR CHECK VALVE | STANDARD CONSTRUCTION DETAILS WATER | DATE 1999 | SHEET SD-W22

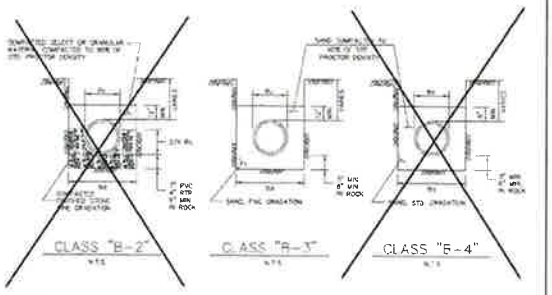
BILCO LID

DETECTOR CHECK VAULT

DETECTOR CHECK VAULT		
DETECTOR SIZE	"X"	"Y"
2"	8'-0"	4'-0"
3"	8'-0"	4'-0"
4"	11'-0"	4'-0"
6"	11'-0"	11'-0"

DETECTOR CHECK VAULT SPECIFICATIONS

DETECTOR MILK VAULT | STANDARD CONSTRUCTION DETAILS WATER | DATE 1999 | SHEET SD-W27



NOTES:
1. IN. = OUTSIDE DIAMETER OF PIPE
2. W = TRENCH WIDTH

EMBEDMENT
CLASS "B-2", "B-3", & "B-4"
SD-5
OCT '04 | 3030

Habitat for Humanity of Collin County

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06/14/2021

HARRELSON DR DEVELOPMENT

PRINCETION, TEXAS 75407

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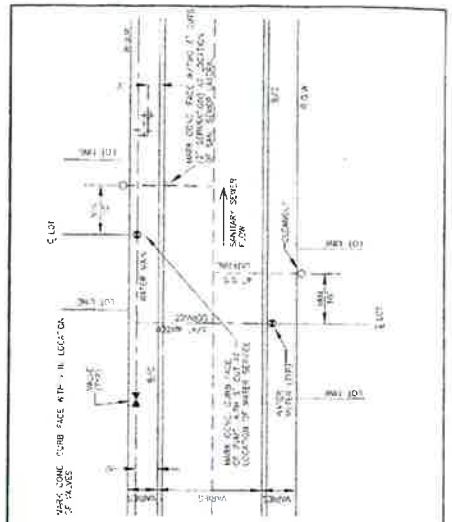
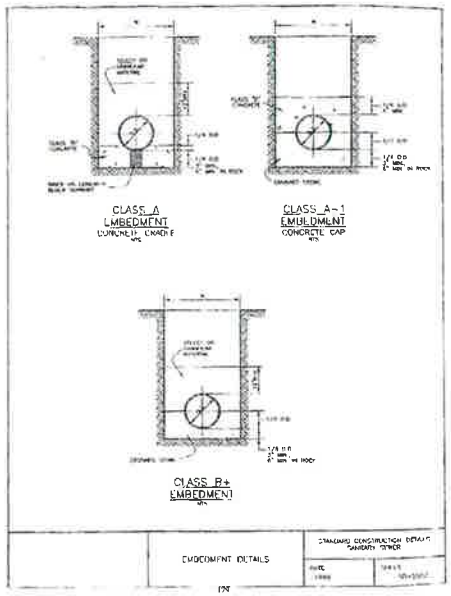
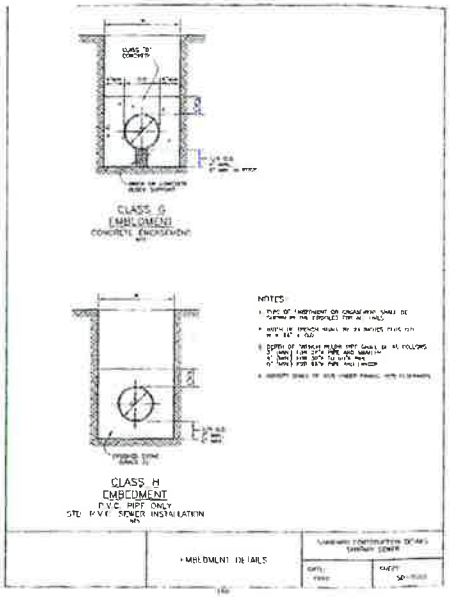
WATER MAIN STANDARD DETAILS

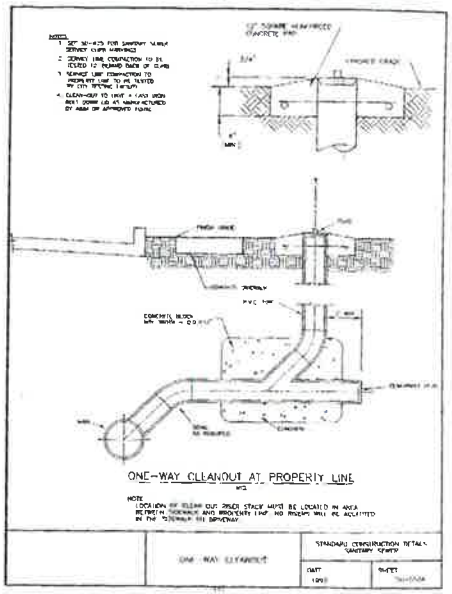
SHEET NO.

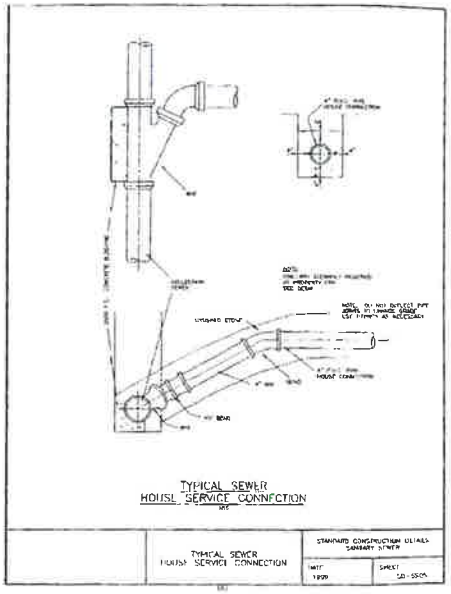
C2.6

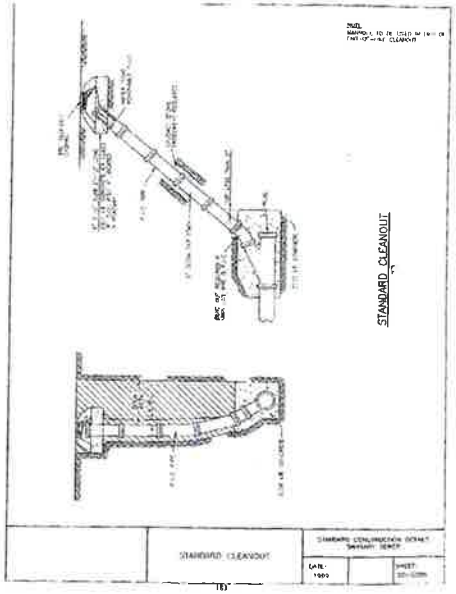












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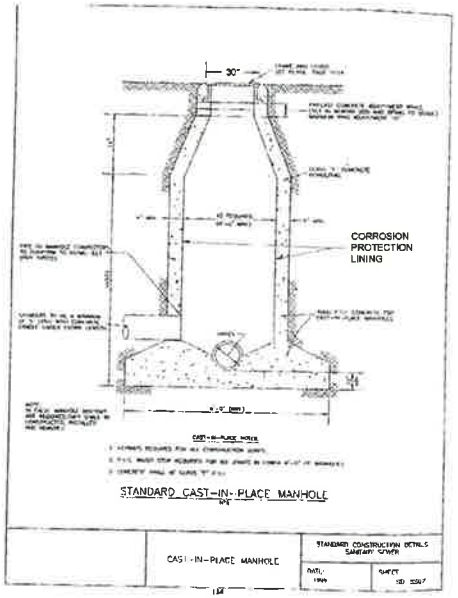
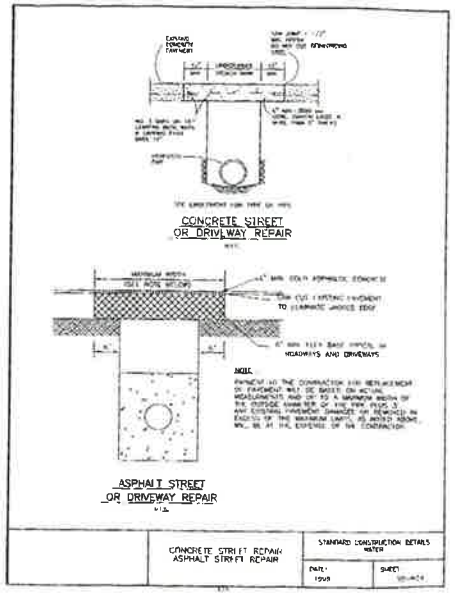
WASTERWATER MAIN STANDARD DETAILS

SHEET NO.

C2.7





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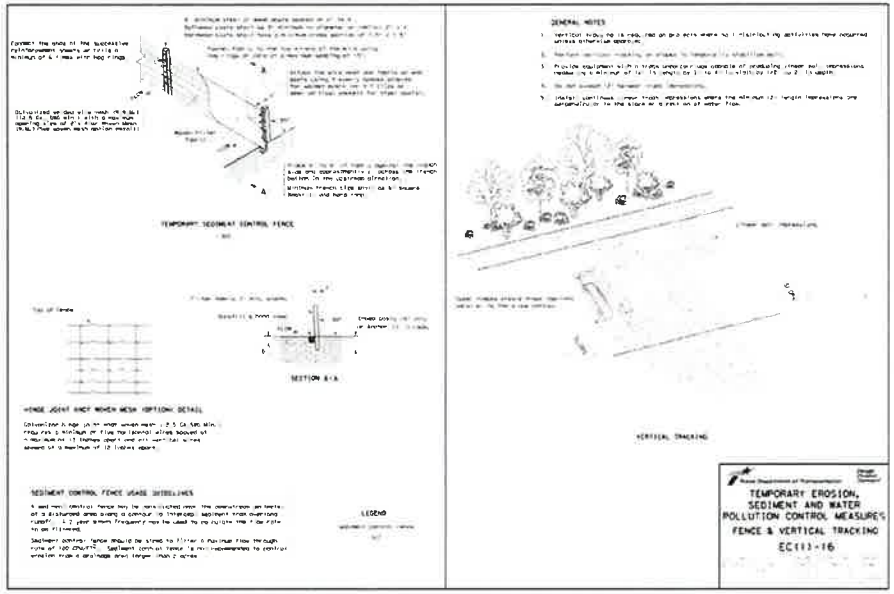
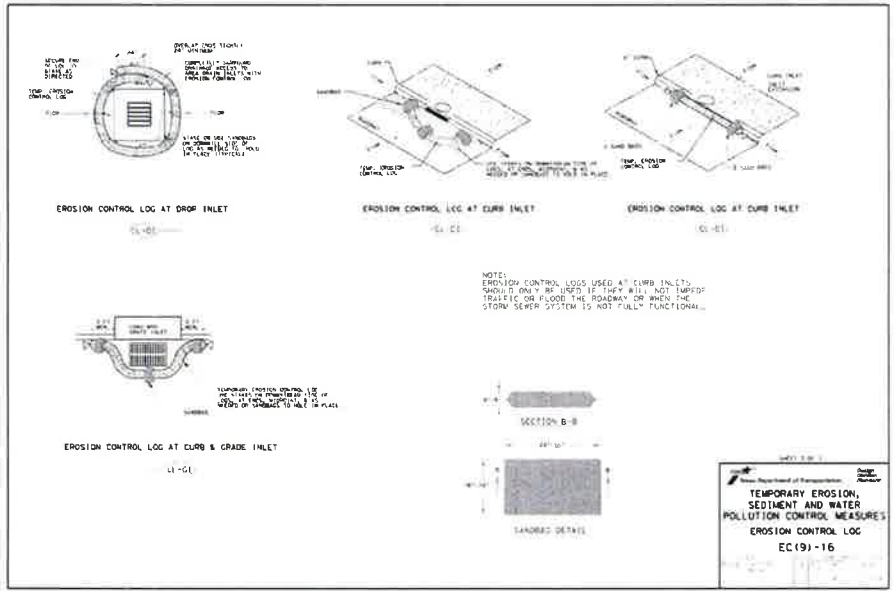
SHEET TITLE

WASTERWATER MAIN STANDARD DETAILS

SHEET NO

C2.8





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EROSION CONTROL DETAILS

SHEET NO.

C2.9

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TEXAS

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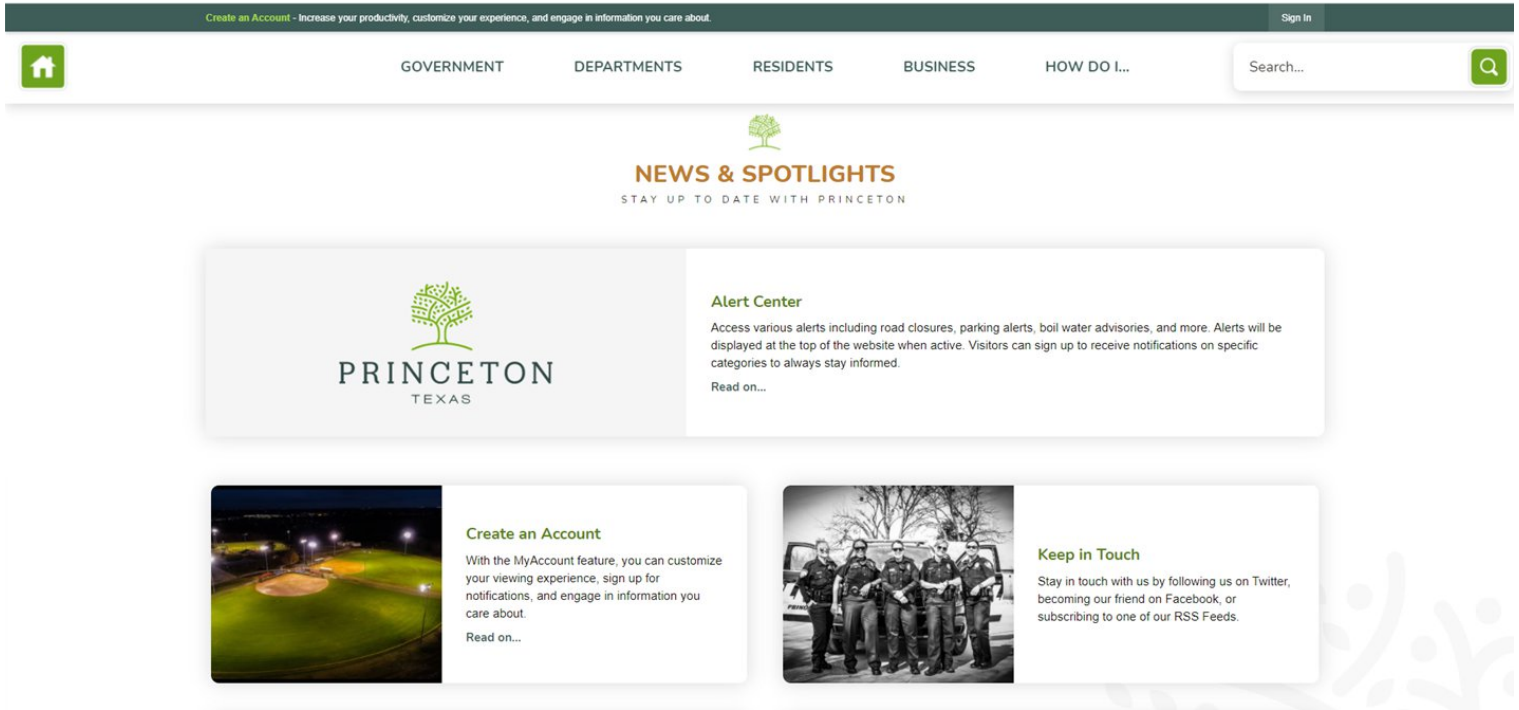

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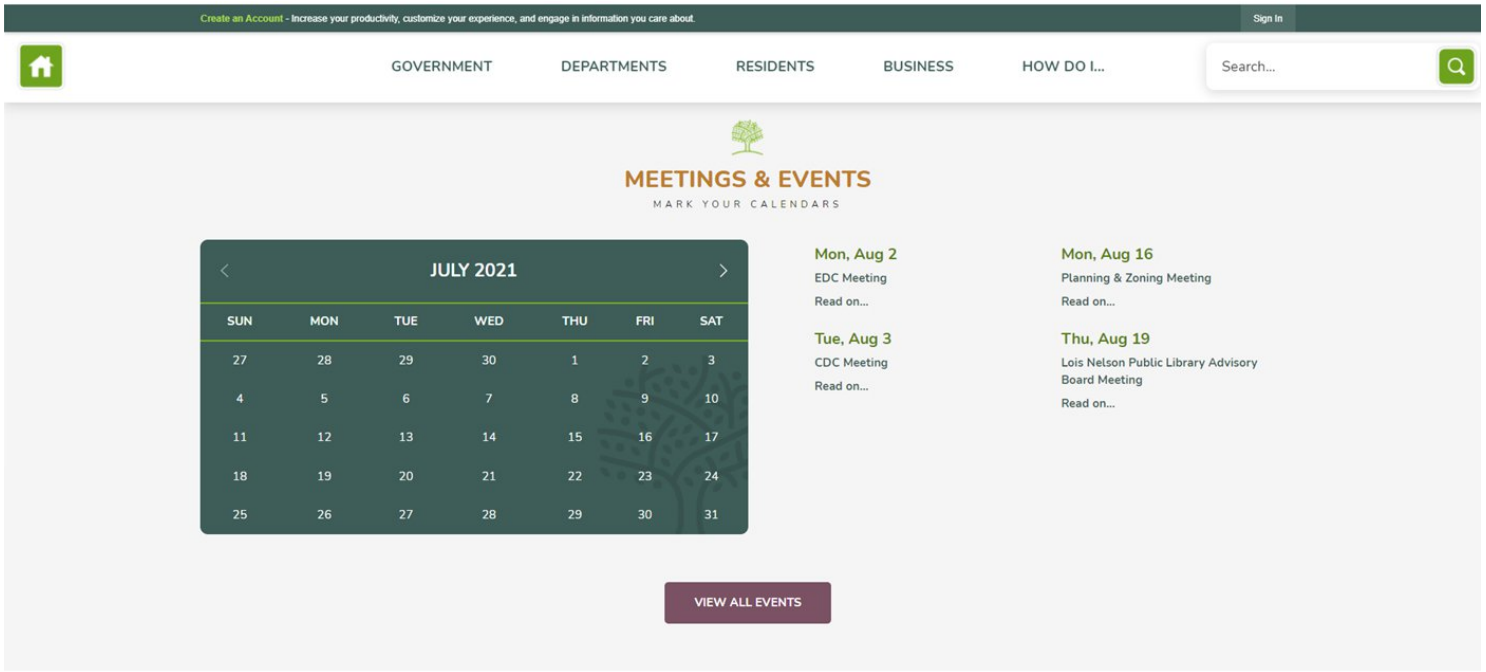

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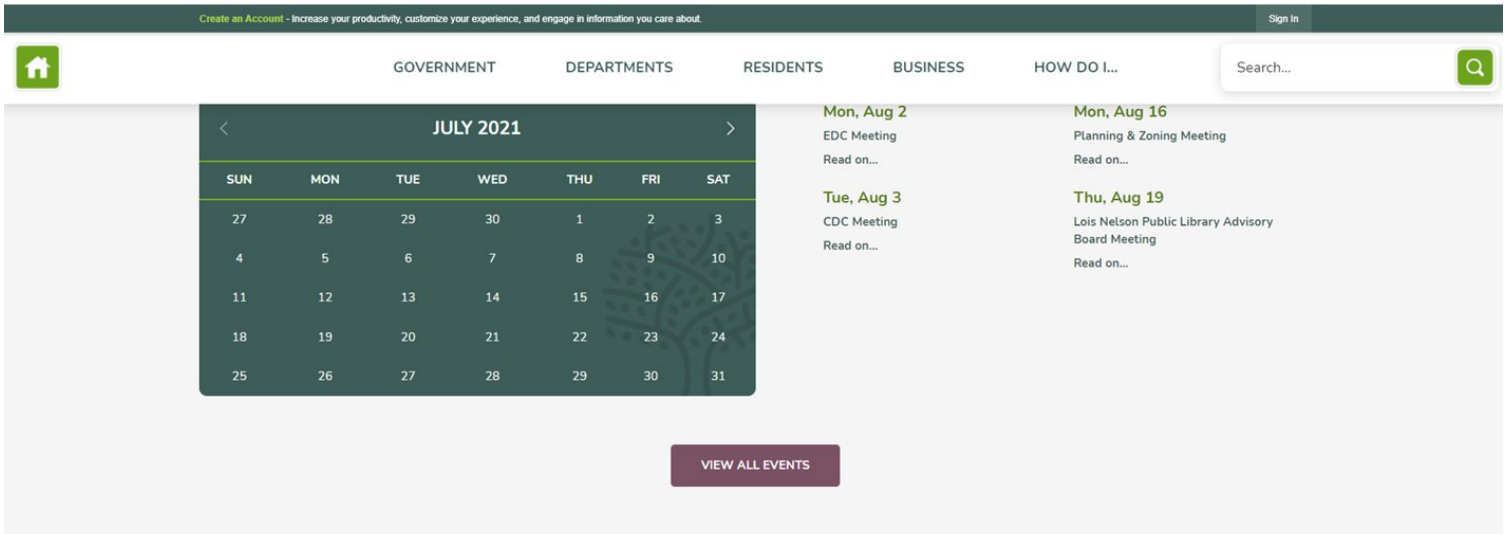

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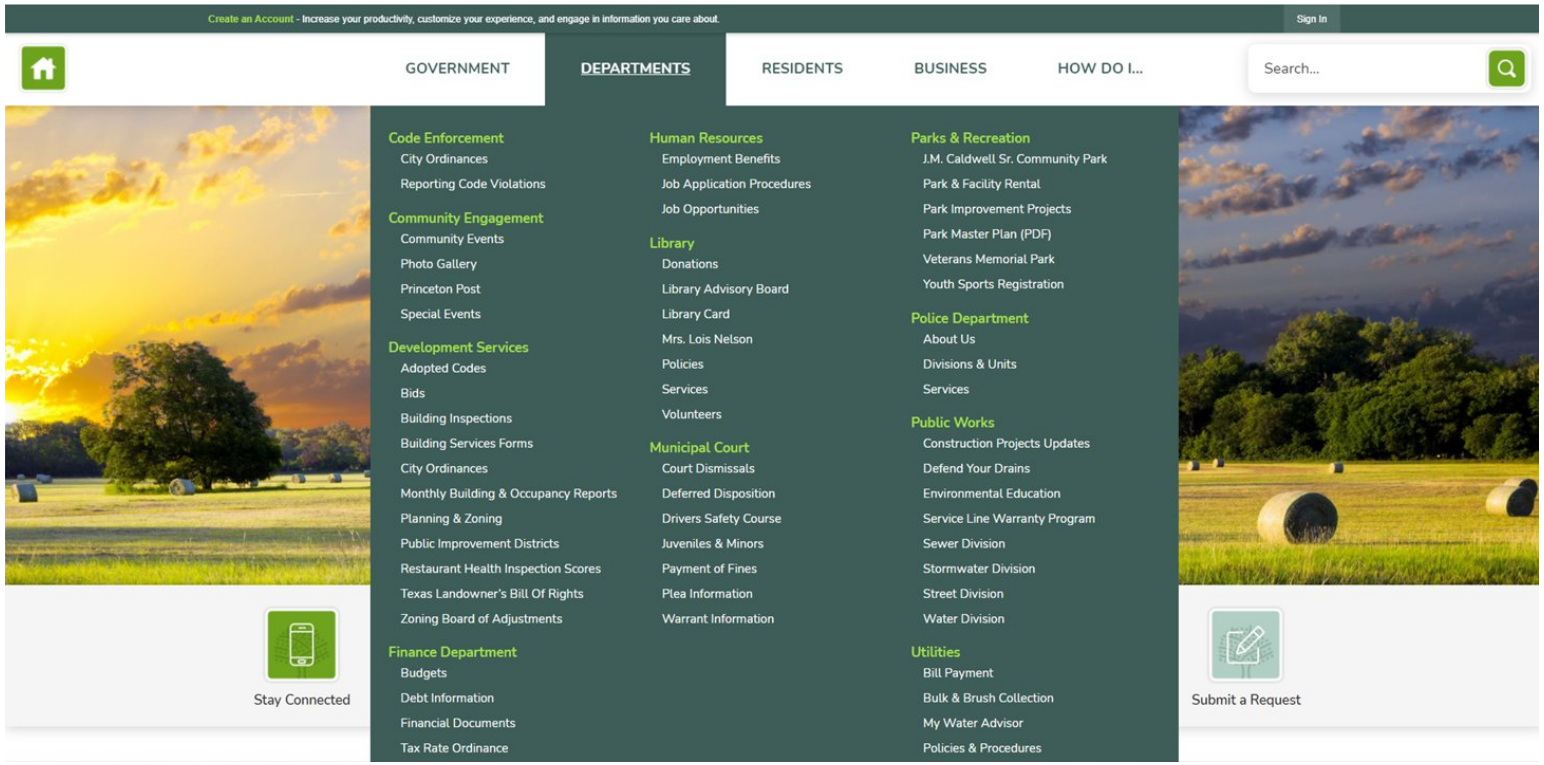

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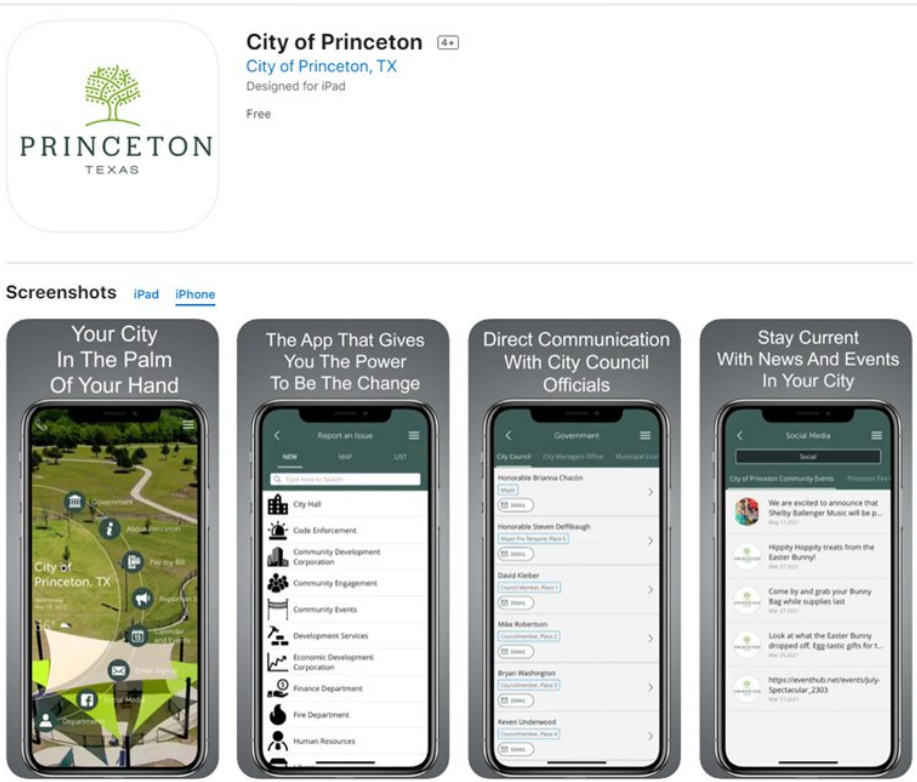

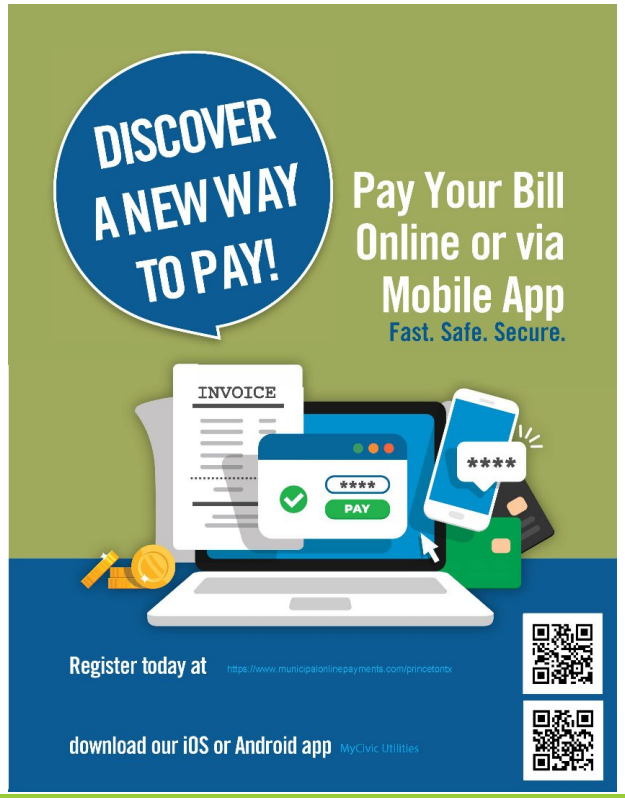

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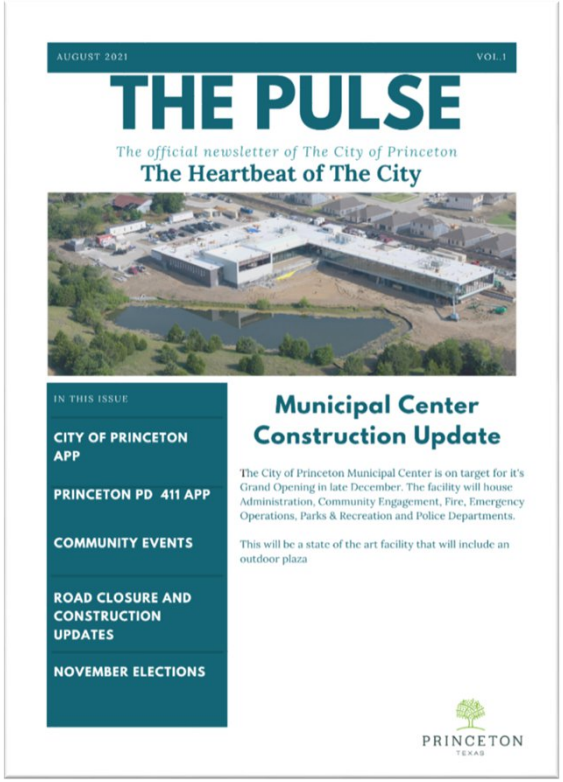

AUGUST 2021 VOL.1

THE PULSE

The official newsletter of The City of Princeton

The Heartbeat of The City

IN THIS ISSUE

CITY OF PRINCETON APP

PRINCETON PD 411 APP

COMMUNITY EVENTS

ROAD CLOSURE AND CONSTRUCTION UPDATES

NOVEMBER ELECTIONS

Municipal Center Construction Update

The City of Princeton Municipal Center is on target for it's Grand Opening in late December. The facility will house Administration, Community Engagement, Fire, Emergency Operations, Parks & Recreation and Police Departments.

This will be a state of the art facility that will include an outdoor plaza

PRINCETON
TEXAS

PRINCETON

TEXAS